15CV009775

STATE OF NORTH CAROLINA

COUNTY OF WAKE

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WAKE COUNTY, C.S.C.
BY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
CASE NO. 15-CVS-

JACOB PRESSON, On Behalf of Himself and All Others Similarly Situated,

Plaintiff,

v.

DARA BIOSCIENCES, INC., DAVID J. DRUTZ, CHRISTOPHER G. CLEMENT, HAYWOOD D. COCHRANE, JR., TIMOTHY J. HEADY, GAIL F. LIEBERMAN, PAUL J. RICHARDSON, MIDATECH PHARMA PLC, MERLIN ACQUISITION SUB, INC., DUKE ACQUISITION SUB, INC., and SHAREHOLDER REPRESENTATIVE SERVICES LLC,

Defendants.

CLASS ACTION COMPLAINT

Plaintiff, by his undersigned attorneys, for this Verified Class Action Complaint against defendants, alleges upon personal knowledge with respect to himself, and upon information and belief based upon, *inter alia*, the investigation of counsel as to all other allegations herein, as follows:

NATURE OF THE ACTION

1. This is a class action brought on behalf of the public stockholders of DARA BioSciences, Inc. ("DARA" or the "Company") against DARA and its Board of Directors (the "Board" or the "Individual Defendants"), to enjoin a proposed transaction announced on June 4, 2015 (the "Proposed Transaction"), pursuant to which DARA will be acquired by Midatech

Pharma PLC ("Parent"), and Parent's wholly-owned subsidiaries, Merlin Acquisition Sub, Inc. ("Merger Sub") and Duke Acquisition Sub, Inc. ("Secondary Merger Sub," and together with Parent and Merger Sub, "Midatech").

2. On June 3, 2015, the Board caused DARA to enter into an agreement and plan of merger (the "Merger Agreement"). Pursuant to the terms of the Merger Agreement, stockholders of DARA will (i) 0.272 Ordinary Shares of Midatech, subject to certain adjustments, and (ii) one Contingent Value Right ("CVR"). All Midatech Ordinary Shares will be delivered to the holders of DARA Common Stock in the form of American Depositary Receipts ("ADRs").

3. Subject to potential adjustment as described below, it is expected that Midatech will issue approximately 5.4 million new ordinary shares of 0.005 pence each in the share capital of Midatech ("Ordinary Shares") via ADRs and current DARA shareholders will own approximately 16% of the enlarged group following completion of the Acquisition. This represents approximately $1.20 per DARA share.

4. Each DARA shareholder will receive one CVR per share of DARA common stock held, representing a right to additional contingent cash payments in the event that certain sales milestones with respect to DARA products Gelclair® and Oravig® are met in 2016 and 2017. A maximum aggregate value of $5.7 million in cash will become due and payable to the CVR holders if such milestones are met, and which shall be financed from the profits of DARA in respect of such sales.

5. The share exchange ratio is subject to adjustment based on the volume-weighted average price of Midatech's common stock on the AIM Market of the London Stock Exchange ("AIM") over the 15 trading day period ending on the business day immediately prior to the Acquisition becoming effective. The exchange ratio is subject to an implied acquisition price

range of $1.08 to $1.32 per DARA share and will be adjusted for movements outside this range, subject to a maximum exchange ratio of 0.306 and a minimum of 0.249.

6. Following the consummation of the Proposed Transaction, (i) Merger Sub will merge with and into the Company (the "Merger"), with the Company surviving the Merger (the "Surviving Corporation") as the wholly owned subsidiary of Midatech and (ii) immediately following the Merger, Midatech will cause the Surviving Corporation to merge with and into Secondary Merger Sub (the "Secondary Merger"), with Secondary Merger Sub surviving the Secondary Merger as the wholly owned subsidiary of Midatech.

7. The Proposed Transaction is the product of a flawed process and deprives DARA's public stockholders of the ability to participate in the Company's long-term prospects. Furthermore, in approving the Merger Agreement, the Individual Defendants breached their fiduciary duties to plaintiff and the Class (defined herein). Moreover, as alleged herein, DARA and Midatech aided and abetted the Individual Defendants' breaches of fiduciary duties.

8. Plaintiff seeks enjoinment of the Proposed Transaction or, alternatively, rescission of the Proposed Transaction in the event defendants are able to consummate it.

PARTIES

9. Plaintiff is, and has been continuously throughout all times relevant hereto, the owner of DARA common stock.

10. Defendant DARA is a Delaware corporation and maintains its principal executive offices at 8601 Six Forks Road, Suite 160, Raleigh, North Carolina 27615. The Company is a specialty pharmaceutical company primarily focused on the commercialization of oncology treatment and supportive care pharmaceutical products. DARA's common stock is traded on the NASDAQ Capital Market under the ticker symbol "DARA."

11. Defendant David J. Drutz ("Drutz") has served as DARA's Chief Medical Officer ("CMO") since May 2012, and as a director since February 2008. According to the Company Form 10-K filed with the United States Securities & Exchange Commission on March 3, 2015, Drutz has served as DARA's Executive Chairman of the Board since June 2014.

12. Defendant Christopher G. Clement ("Clement") has served as DARA's Chief Executive Officer ("CEO") since June 2014, President since May 2012, and as a director since May 2012.

13. Defendant Haywood D. Cochrane, Jr. ("Cochrane") has served as a director of DARA since February 2008, and serves as its Lead Independent Director. According to the Company's website, Cochrane is Chairperson of the Audit Committee.

14. Defendant Timothy J. Heady ("Heady") has served as a director of DARA since August 2012. According to the Company's website, Heady is Chairperson of the Governance and Nominating Committee, and is a member of the Audit Committee.

15. Defendant Gail F. Lieberman ("Lieberman") has served as a director of DARA since April 2009. According to the Company's website, Lieberman is Chairperson of the Compensation Committee, and is a member of the Audit Committee.

16. Defendant Paul J. Richardson ("Richardson") has served as a director of DARA since February 2013. According to the Company's website, Richardson is a member of the Compensation Committee and Nominating and Governance Committee.

17. The defendants identified in paragraphs eleven through sixteen are collectively referred to herein as the "Individual Defendants." By virtue of their positions as directors and/or officers of DARA, the Individual Defendants are in a fiduciary relationship with plaintiff and the other public stockholders of DARA.

18. Each of the Individual Defendants at all relevant times had the power to control and direct DARA to engage in the misconduct alleged herein. The Individual Defendants' fiduciary obligations required them to act in the best interest of plaintiff and all DARA stockholders.

19. Each of the Individual Defendants owes fiduciary duties of loyalty, good faith, due care, and full and fair disclosure to plaintiff and the other members of the Class. The Individual Defendants are acting in concert with one another in violating their fiduciary duties as alleged herein, and, specifically, in connection with the Proposed Transaction.

20. The Company's public stockholders must receive the maximum value for their shares through the Proposed Transaction. Plaintiff alleges herein that the Individual Defendants, separately and together, in connection with the Proposed Transaction, violated, and are continuing to violate, the fiduciary duties they owe to plaintiff and the Company's other public stockholders, due to the fact that they have engaged in all or part of the unlawful acts, plans, schemes, or transactions complained of herein.

21. Defendant Parent is a public limited company organized under the laws of England and Wales. The Company is a nanomedicine company focused on the development and commercialization of multiple, high-value, targeted therapies for major diseases with unmet medical need.

22. Defendant Merger Sub is a Delaware corporation and a wholly-owned subsidiary of Parent.

23. Defendant Secondary Merger Sub is a Delaware corporation and a wholly-owned subsidiary of Parent.

24. Defendant Shareholder Representative Services, LLC ("SRS") is a Colorado limited liability company.

CLASS ACTION ALLEGATIONS

25. Plaintiff brings this action as a class action, pursuant to Rule 23 of the North Carolina Rules of Civil Procedure, on behalf of himself and the other public stockholders of DARA (the "Class"). Excluded from the Class are defendants herein and any person, firm, trust, corporation, or other entity related to or affiliated with any defendant.

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

27. The Class is so numerous that joinder of all members is impracticable. As of June 3, 2015, there were approximately 19,755,595 shares of DARA common stock outstanding, held by hundreds, if not thousands, of individuals and entities scattered throughout the country.

28. Questions of law and fact are common to the Class, including, among others: (i) whether defendants have breached their fiduciary duties owed to plaintiff and the Class; and (ii) whether defendants will irreparably harm plaintiff and the other members of the Class if defendants' conduct complained of herein continues.

29. 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.

30. The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications that would establish incompatible standards of conduct for defendants, or adjudications that would, as a practical matter, be

dispositive of the interests of individual members of the Class who are not parties to the adjudications or would substantially impair or impede those non-party Class members' ability to protect their interests.

31. 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, final injunctive relief on behalf of the Class is appropriate.

SUBSTANTIVE ALLEGATIONS

32. According to the Company's website, DARA is a specialty pharmaceutical company dedicated to the commercialization of oncology treatment and oncology supportive care products.

33. Further, the website indicates that DARA is poised for significant growth and is focused on:

- **Synergistic Commercial Products:** Dara's three commercial products (Gelclair®, Oravig®,and Soltamox®) are all FDA approved, cleared and licensed for sale in the US. Our products have the potential for use in the same patient resulting in significant sales and marketing efficiencies.

- **Product Development:** KRN5500 is a Phase 2 Fast-Track drug in development for treatment of painful chronic chemotherapy induced peripheral neuropathy (CCIPN) that provides significant upside potential for an unmet medical need and also fits our commercial focus. DARA is currently seeking a development and commercialization partner for KRN5500. KRN5500 is a Phase 2 product candidate which was awarded Fast-Track status and has received FDA Orphan Drug Designations for CCIPN and multiple myeloma.

- **Co-promotion:** Dara currently co-promotes Ferralet and Aquoral with Mission Pharmacal.
- **In-licensing activity:** Our business development efforts are focused on actively identifying in-licensing opportunities to expand our oncology supportive care focus product portfolio.

34. DARA holds the exclusive U.S. marketing rights to Soltamox®, a novel oral liquid formulation of tamoxifen citrate, which is widely used in the treatment and prevention of

breast cancer. Soltamox is the only Food and Drug Administration (FDA) approved oral liquid version of tamoxifen citrate available in the United States, offering breast cancer patients a new option for daily compliance.

35. In September 2012, DARA entered into an exclusive agreement with Helsinn Healthcare SA of Switzerland for U.S. commercial rights to Gelclair®, an FDA-cleared product for the relief of pain associated with oral mucositis. DARA relaunched Gelclair in April 2013.

36. In March 2015 DARA acquired the exclusive North American marketing rights to Oravig from Onxeo S.A. the first and only orally-dissolving buccal tablet approved for oral thrush. DARA is planning to launch Oravig® later this year.

37. In addition to in-licensed products, DARA is developing KRN5500 for the treatment of painful CCIPN. This product is an excellent fit with DARA's strategic oncology supportive care focus. KRN5500 has shown efficacy in a Phase 2a clinical trial, and has been granted Fast Track Drug Designation by the FDA. DARA has received FDA Orphan Drug Designations for CCIPN and multiple myeloma for KRN5500.

38. The Company is positioned for future growth and success.

39. For example, on March 3, 2015, DARA announced its results of operations for the fourth quarter and full year ended December 31, 2014. Among other things, the Company reported net revenues of $1.89 million for the full year ended December 31, 2014 based on gross product sales of $2.32 million, as compared to net revenues of $419 thousand for the year ended December 31, 2013, a year over year increase of 350%. The increase in revenues was primarily attributable to the expanded commercial sales organization and success in generating interest and prescriptions across DARA's portfolio.

40. With respect to the results, Individual Defendant Clement, DARA's President and CEO, commented:

> Our first quarter results reflect a solid start for the year, as our product portfolio continues to perform well[.] . . . Despite unanticipated headwinds from the severe winter weather which adversely impacted the number of total sales days in the quarter, as well as the ability for patients to pick up their prescriptions, we saw a significant increase in prescriptions and revenue in March. Based on key leading indicators, we see these positive sales trends carrying forward into Q2. With continued momentum in the business and prescription increases for our key products Gelclair® and Soltamox®, we anticipate our full year net revenues for these two products to reach $3.7 million for 2015, excluding any net revenue contribution from the launch of Oravig later in the year. This guidance is based upon prescription growth trends, wholesaler buying and inventory levels observed over the past several quarters. . . . We are excited about the acquisition of Oravig® in March, which provides us with another valuable supportive care product for our portfolio. We expect to quickly leverage the significant market opportunity for Oravig in both the oncology and broader markets. Pre-launch planning activities are well underway and we are scheduled to introduce Oravig back to the market in the fourth quarter.

41. For example, on May 13, 2015, DARA announced its results of operations for the first quarter of 2015. Among other things, the Company reported net revenues of $652.2 thousand for the first quarter ended March 31, 2015 based on gross product sales in excess of $850 thousand, as compared to net revenues of $161.5 thousand for the first quarter ended March 31, 2014, a year over year increase of 304%. The increase in revenues was primarily attributable to the expanded commercial sales organization and success in generating interest and prescriptions across DARA's portfolio.

42. With respect to the results, Individual Defendant Drutz, DARA's CMO and Chairman of the Board, commented:

> We have had some important developments during the quarter that we believe will help enhance our partnership initiatives around KRN5500. We were recently informed of a Notice of Patent Allowance for the new and improved formulation for KRN5500. Typically, a patent will issue within approximately three months of a Notice of Allowance from the Patent office. This patent would add significant additional IP protection and exclusivity to the asset. Additionally, we continue

> dialogue with the FDA regarding the KRN5500 clinical development program. The feedback received to date is very helpful not only with potential partners but also as we look to define the remainder of this program. We await responses to a few outstanding questions which we hope to have addressed in the near-term. We are active participants at industry conferences regarding the importance of orphan drugs and continue to see ongoing and new interest in this asset. We remain dedicated to clarifying the pathway to development and finding a partner for this important clinical stage asset.

The Inadequate Proposed Transaction and Deal Protection Provisions

43. Despite the Company's prospects for future growth and success, the Board caused the Company to enter into the Merger Agreement, pursuant to which DARA will be acquired by Midatech for: (i) 0.272 Ordinary Shares of Midatech, subject to certain adjustments, and (ii) one Contingent Value Right ("CVR"). All Midatech Ordinary Shares will be delivered to the holders of DARA Common Stock in the form of American Depositary Receipts ("ADRs").

44. Subject to potential adjustment as described below, it is expected that Midatech will issue approximately 5.4 million new ordinary shares of 0.005 pence each in the share capital of Midatech ("Ordinary Shares") via ADRs and current DARA shareholders will own approximately 16% of the enlarged group following completion of the Acquisition. This represents approximately $1.20 per DARA share.

45. Each DARA shareholder will receive one CVR per share of DARA common stock held, representing a right to additional contingent cash payments in the event that certain sales milestones with respect to DARA products Gelclair® and Oravig® are met in 2016 and 2017. A maximum aggregate value of $5.7 million in cash will become due and payable to the CVR holders if such milestones are met, and which shall be financed from the profits of DARA in respect of such sales.

46. The share exchange ratio is subject to adjustment based on the volume-weighted average price of Midatech's common stock on the AIM Market of the London Stock Exchange

("AIM") over the 15 trading day period ending on the business day immediately prior to the Acquisition becoming effective. The exchange ratio is subject to an implied acquisition price range of $1.08 to $1.32 per DARA share and will be adjusted for movements outside this range, subject to a maximum exchange ratio of 0.306 and a minimum of 0.249.

47. To the detriment of the Company's stockholders, the terms of the Merger Agreement substantially favor Midatech and are calculated to unreasonably dissuade potential suitors from making competing offers.

48. For example, despite a limited and inadequate go-shop period, the Individual Defendants have all but ensured that another entity will not emerge with a competing proposal by agreeing to a "No Solicitation" provision in the Merger Agreement that prohibits the Individual Defendants from soliciting alternative proposals and severely constrains their ability to communicate and negotiate with potential buyers who wish to submit or have submitted unsolicited alternative proposals. Section 6.10(a) of the Merger Agreement states:

> Subject to the remainder of this Section 6.10, from the Effective Date until the Closing Date or the earlier termination of this Agreement in accordance with its terms, the Company agrees that it shall not, and that it shall cause its Subsidiaries or any Representative of the Company or any of its Subsidiaries not to, directly or indirectly, (i) solicit, initiate, or knowingly encourage, induce, or facilitate or take any other action designed to facilitate the submission of any proposals or offers that constitute or that could reasonably be expected to lead to any Acquisition Proposal, (ii) engage in any discussions or negotiations with, furnish any nonpublic information regarding the Company or any of its Subsidiaries to, or otherwise cooperate with, any Person in connection with or in response to an Acquisition Proposal or an inquiry or indication of interest that could reasonably be expected to lead to an Acquisition Proposal, (iii) except as permitted by Section 6.2(d), approve, endorse, or recommend any Acquisition Proposal or (iv) enter into any letter of intent or similar document or any Contract contemplating or otherwise relating to any Acquisition Transaction (other than an acceptable confidentiality agreement containing customary limitations on the use and disclosure of all nonpublic written and oral information furnished to such Person by or on behalf of the Company and containing terms no less favorable to the Company than the terms of confidentiality provisions set forth in the Letter of Intent).

49. Additionally, pursuant to Section 6.10(c) of the Merger Agreement, the Company must advise Parent, within twenty-four hours, of any proposals or inquiries received from other parties, including, *inter alia*, the material terms and conditions of the proposal and the identity of the party making the proposal. Section 6.10(c) of the Merger Agreement states, in relevant part:

> (c) During the period from the date hereof to the Closing Date, the Company shall notify Parent promptly (and in no event later than 24 hours) after receipt by the Company or, to the Company's Knowledge, any Representative of the Company of any Acquisition Proposal, or of any request for nonpublic information relating to the Company or any of its Subsidiaries or for access to the business, properties, assets, books or records of the Company or any of its Subsidiaries by any Person in connection with an Acquisition Proposal. The Company shall provide such notice orally and in writing and shall identify the Person making, and the terms and conditions of, any Acquisition Proposal, indication or request (including providing Parent with a copy of all material documentation and correspondence with the Person making such Acquisition Proposal relating thereto). The Company shall keep Parent reasonably informed, on a current basis, of the status and details of any such Acquisition Proposal, indication or request and promptly (but in no event later than 24 hours) provide Parent with copies of all written correspondence or communications sent or provided to or by the Company and its Representatives in connection with any Acquisition Proposal.

50. Moreover, the Merger Agreement contains a highly restrictive "fiduciary out" provision permitting the Board to withdraw its approval of the Proposed Transaction under extremely limited circumstances, and grants Midatech a "matching right" with respect to any "Superior Proposal" made to the Company. Sections 6.10(b) of the Merger Agreement provide:

> (b) Notwithstanding anything to the contrary contained in Section 6.10(a), if at any time following the date of this Agreement and prior to obtaining the Company Stockholder Approval (but in no event after obtaining the Company Stockholder Approval), (i) the Company has received a bona fide written, unsolicited Acquisition Proposal that did not otherwise result from a breach of this Section 6.10 or any standstill or similar agreement, from a third party and (ii) the Board of Directors of the Company determines in good faith (after consultation with its outside legal counsel and financial advisors) that such Acquisition Proposal constitutes, or would reasonably be expected to lead to, a Superior Proposal, then the Company may, subject to compliance with Section 6.10(c), (A) furnish nonpublic information regarding the Company and its Subsidiaries to the third party making such Acquisition Proposal and (B)

participate in discussions or negotiations with the third party making such Acquisition Proposal regarding such Acquisition Proposal; provided, however, that the Company (x) will not, and will cause its Representatives not to, disclose any nonpublic information to such third party without entering into an acceptable confidentiality agreement containing customary limitations on the use and disclosure of all nonpublic written and oral information furnished to such Person by or on behalf of the Company and containing terms no less favorable to the Company than the terms of the confidentiality provisions set forth in the Letter of Intent and (y) will as promptly as reasonably practicable (but in no event later than 24 hours) after it is provided to such third party provide to Parent any nonpublic information concerning the Company or its Subsidiaries provided to such third party which was not previously provided to Parent; and provided, further, that the Company will not take any of the actions described in (A) or (B) above unless and until the Board of Directors of the Company determines in good faith, after consultation with its outside legal counsel and financial advisors, that the failure to take that action would be inconsistent with its fiduciary duties to the Company's Stockholders under applicable Law. The Board of Directors of the Company shall not take any of the actions referred to in clauses (A) and (B) of the preceding sentence unless the Company shall have delivered to Parent a prior written notice advising Parent that it intends to take such action at least one Business Day prior to taking such action. Without limiting the generality of the foregoing, the Company acknowledges and agrees that any violation of any of the restrictions set forth in the preceding two sentences by any Representative of the Company or any of its Subsidiaries, whether or not such Representative is purporting to act on behalf of the Company or any of its Subsidiaries, shall be deemed to constitute a breach of this Section 6.10 by the Company.

51. Further locking up control of the Company in favor of Midatech is Section 8.1 of the Merger Agreement, which contains provision for a "Termination Fee" of $1,050,000, payable by the Company to Parent if the Individual Defendants cause the Company to terminate the Merger Agreement pursuant to the lawful exercise of their fiduciary duties.

52. By agreeing to all of the deal protection devices, the Individual Defendants have locked up the Proposed Transaction and have precluded other bidders from making successful competing offers for the Company.

53. The consideration to be paid to plaintiff and the Class in the Proposed Transaction is unfair and inadequate because, among other things, the intrinsic value of the Company is materially in excess of the amount offered in the Proposed Transaction.

54. Accordingly, the Proposed Transaction will deny Class members their right to share proportionately and equitably in the true value of the Company's valuable and profitable business, and future growth in profits and earnings.

55. As a result, defendants have breached their fiduciary duties that they owe to the Company's public stockholders because the stockholders will not receive adequate or fair value for their DARA common stock in the Proposed Transaction.

COUNT I

(Breach of Fiduciary Duties against the Individual Defendants)

56. Plaintiff repeats and realleges the preceding allegations as if fully set forth herein.

57. As members of the Company's Board, the Individual Defendants have fiduciary obligations to: (a) undertake an appropriate evaluation of DARA's net worth as a merger/acquisition candidate; (b) take all appropriate steps to enhance DARA's value and attractiveness as a merger/acquisition candidate; (c) act independently to protect the interests of the Company's public stockholders; (d) adequately ensure that no conflicts of interest exist between the Individual Defendants' own interests and their fiduciary obligations, and, if such conflicts exist, to ensure that all conflicts are resolved in the best interests of DARA's public stockholders; (e) actively evaluate the Proposed Transaction and engage in a meaningful auction with third parties in an attempt to obtain the best value on any sale of DARA; and (f) disclose all material information to the Company's stockholders.

58. The Individual Defendants have breached their fiduciary duties to plaintiff and the Class.

59. As alleged herein, the Individual Defendants have initiated a process to sell DARA that undervalues the Company. In addition, by agreeing to the Proposed Transaction, the

Individual Defendants have capped the price of DARA at a price that does not adequately reflect the Company's true value. The Individual Defendants also failed to sufficiently inform themselves of DARA's value, or disregarded the true value of the Company. Furthermore, any alternate acquiror will be faced with engaging in discussions with a management team and Board that are committed to the Proposed Transaction.

60. As such, unless the Individual Defendants' conduct is enjoined by the Court, they will continue to breach their fiduciary duties to plaintiff and the other members of the Class, and will further a process that inhibits the maximization of stockholder value.

61. Plaintiff and the members of the Class have no adequate remedy at law.

COUNT II

(Aiding and Abetting the Board's Breaches of Fiduciary Duties Against DARA and Midatech)

62. Plaintiff repeats and realleges the preceding allegations as if fully set forth herein.

63. Defendants DARA and Midatech knowingly assisted the Individual Defendants' breaches of fiduciary duties in connection with the Proposed Transaction, which, without such aid, would not have occurred. In connection with discussions regarding the Proposed Transaction, DARA provided, and Midatech obtained, sensitive non-public information concerning DARA and thus had unfair advantages that are enabling it to pursue the Proposed Transaction, which offers unfair and inadequate consideration.

64. As a result of this conduct, plaintiff and the other members of the Class have been and will be damaged in that they have been and will be prevented from obtaining fair consideration for their DARA shares.

65. Plaintiff and the members of 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. In the event defendants consummate the Proposed Transaction, rescinding it and setting it aside or awarding rescissory damages to plaintiff and the Class;

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.

This the 22nd day of July, 2015.

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(Pro Hac Vice Admission Anticipated)