

1 QUINN EMANUEL URQUHART & SULLIVAN, LLP
 Harry A. Olivar (Bar No. 143089)
 2 harryoliv@quinnemanuel.com
 R. Brian Timmons (Bar No. 155916)
 3 briantimmons@quinnemanuel.com
 Joseph C. Sarles (Bar No. 254750)
 4 josephsarles@quinnemanuel.com
 865 South Figueroa Street, 10th Floor
 5 Los Angeles, California 90017-2543
 Telephone: (213) 443-3000
 6 Facsimile: (213) 443-3100

7 Attorneys for Plaintiff
 WARREN G. LICHTENSTEIN

8 DTO LAW
 9 Lauren Hudecki (Bar No. 276938)
 lhudecki@dtolaw.com
 10 601 S. Figueroa Street, Suite 2130
 Los Angeles, CA 90017
 11 Telephone: (213) 335-6999
 Facsimile: (213) 335-7802

12 Attorneys for Plaintiff
 13 SPH GROUP HOLDINGS, LLC

14 [Additional counsel listed on signature page]

15 UNITED STATES DISTRICT COURT
 16 CENTRAL DISTRICT OF CALIFORNIA

18 WARREN G. LICHTENSTEIN and
 19 SPH GROUP HOLDINGS, LLC, a
 Delaware limited liability company.

20 Plaintiffs.

21 v.

22 EILEEN P. DRAKE; KEVIN P.
 23 CHILTON; THOMAS A.
 24 CORCORAN; LANCE W. LORD;
 GAIL BAKER; MARION C.
 25 BLAKEY; CHARLES F. BOLDEN;
 and DEBORAH LEE JAMES.

26 Defendants.

No. 22-CV-02788

COMPLAINT FOR:

1. **VIOLATION OF SECTION 14(A) OF THE EXCHANGE ACT OF 1934 (Injunctive Relief)**
2. **VIOLATION OF SECTION 14(A) OF THE EXCHANGE ACT OF 1934 (Declaratory Relief)**

1 Plaintiffs Warren G. Lichtenstein (“Lichtenstein”) and SPH Group Holdings,
2 LLC (“Steel Holdings”) (together, “Plaintiffs”), by and through their undersigned
3 attorneys, for their Complaint against Defendants, hereby allege, on knowledge as to
4 their own acts and upon information and belief as to the acts of others, as follows:

5 **NATURE OF THE ACTION**

6 1. Warren Lichtenstein is the Executive Chair of Aerojet Rocketdyne
7 Holdings, Inc. (“Aerojet” or the “Company”), a publicly traded company that
8 develops, manufactures, and sells aerospace and defense products. Mr. Lichtenstein
9 has been a member of the Company’s Board of Directors since 2008, was the
10 Chairman of the Company’s Board of Directors (the “Board”) from 2013 through
11 2016, and has served as the Executive Chairman since 2016. Mr. Lichtenstein also
12 is the Executive Chairman of Steel Partners Holdings, LP (“Steel Partners”), a
13 publicly traded diversified global holding company with operations in diversified
14 industrial products, energy, defense, supply chain management and logistics,
15 banking and youth sports. Mr. Lichtenstein, along with Steel Holdings, a wholly-
16 owned subsidiary of Steel Partners, is and has been one of the Company’s largest
17 individual stockholders for the past 15 years.

18 2. On January 28, 2022, Steel Holdings nominated seven highly qualified
19 candidates (the “Steel Slate”) for election to the Board of Aerojet at the 2022 annual
20 meeting of shareholders (the “2022 Annual Meeting”). Steel Holdings’ nominees
21 include Mr. Lichtenstein and three other incumbent directors of Aerojet. At or
22 about that same time, Mr. Lichtenstein advocated to the Board that the Company’s
23 Annual Meeting should be held no later than May 4, 2022. Defendant Eileen Drake,
24 the current CEO and a director of Aerojet (“Drake”), and her three allies on the
25 Board rejected Mr. Lichtenstein’s proposal and set upon a rogue campaign to coopt
26 the Company’s resources to support Drake’s efforts to install her own hand-picked
27 Board—an effort that resulted in the entry of a Temporary Restraining Order by the
28 Delaware Court of Chancery.

1 3. On February 28, 2022, Drake submitted her own slate of nominees,
2 which included herself and three other incumbent directors. Drake was able to do
3 only because Mr. Lichtenstein and the three incumbent directors on the Steel Slate
4 voluntarily agreed to extend a nomination deadline with which they had complied,
5 and Drake had missed. Drake’s nomination cemented a split in the eight-person
6 Board of Aerojet, with four directors in each camp.

7 4. For nearly the past three months, Mr. Lichtenstein has sought to
8 schedule the 2022 Annual Meeting so that Aerojet shareholders may vote on a fully
9 informed basis to resolve the Board split, following a trial of claims asserted against
10 Drake and her Board allies, and using a universal ballot. Drake and her allies on the
11 Board have refused to agree on both an annual meeting date and procedures that will
12 allow shareholders to make an informed and fair vote.

13 5. In a bid to limit shareholder choices, Defendants announced on Friday,
14 April 22, 2022, that they would solicit shareholders to vote to require Aerojet to
15 hold a special meeting at which Drake would seek to cement her coup. Under
16 Aerojet’s bylaws, a special meeting may be held if as few as 25% of the outstanding
17 shares so request. Later on April 22, 2022, Defendants filed a preliminary proxy
18 statement (the “Drake Proxy”) with the Securities and Exchange Commission
19 (“SEC”). The Drake Proxy seeks shareholder support to call a meeting at which
20 Defendants will seek to remove all eight incumbent directors (including Drake and
21 her allies on the Board) and then have themselves voted in as new directors.
22 Defendants’ desperate plan to avoid an annual meeting is a novel gimmick, without
23 precedent under Delaware law. It is intended to skirt the Board’s power under
24 Aerojet’s bylaws and also restrict the rights of Aerojet shareholders by forcing them
25 to vote on “all or nothing” slates.

26 6. Even worse, Defendants’ Drake Proxy is marred by materially
27 misleading statements regarding Mr. Lichtenstein, Steel Holdings, and the events
28 that led to the Board split. The Drake Proxy also fails to disclose information

1 identified in the Drake proxy materials as one of the “Person(s) Filing Proxy
2 Statement” and as a “participant” in the proxy solicitation under SEC regulations.

3 15. Defendant Thomas A. Corcoran is a citizen of unknown. He is a
4 member of Aerojet’s Board of Directors and is a nominee in the Drake Slate. He is
5 also identified in the Drake proxy materials as one of the “Person(s) Filing Proxy
6 Statement” and as a “participant” in the proxy solicitation under SEC regulations.

7 16. Defendant Lance W. Lord is a citizen of Colorado. He is a member of
8 Aerojet’s Board of Directors and is a nominee in the Drake Slate. He is also
9 identified in the Drake proxy materials as one of the “Person(s) Filing Proxy
10 Statement” and as a “participant” in the proxy solicitation under SEC regulations.

11 17. Defendant Gail Baker is a citizen of Connecticut and is a nominee in
12 the Drake Slate. She is also identified in the Drake proxy materials as one of the
13 “Person(s) Filing Proxy Statement” and as a “participant” in the proxy solicitation
14 under SEC regulations.

15 18. Defendant Marion C. Blakey is a citizen of Maryland and is a nominee
16 in the Drake Slate. She is also identified in the Drake proxy materials as one of the
17 “Person(s) Filing Proxy Statement” and as a “participant” in the proxy solicitation
18 under SEC regulations.

19 19. Defendant Charlie F. Bolden is a citizen of Virginia and is a nominee in
20 the Drake Slate. He is also identified in the Drake proxy materials as one of the
21 “Person(s) Filing Proxy Statement” and as a “participant” in the proxy solicitation
22 under SEC regulations.

23 20. Defendant Deborah Lee James is a citizen of Florida and is a nominee
24 in the Drake Slate. She is also identified in the Drake proxy materials as one of the
25 “Person(s) Filing Proxy Statement” and as a “participant” in the proxy solicitation
26 under SEC regulations.

27 21. Non-party Aerojet is a Delaware corporation with its principal
28 executive offices in El Segundo, California. Aerojet’s securities are registered

1 under Section 12(g) of the Exchange Act, and shares of its common stock trade on
2 the New York Stock Exchange under the symbol “AJRD.”

3 **FACTUAL ALLEGATIONS**

4 **I. BACKGROUND REGARDING AEROJET ROCKETDYNE**

5 **A. Aerojet’s Relationship to Steel Partners**

6 22. Aerojet Rocketdyne Holdings Inc. (“Aerojet” or “the Company”) is an
7 innovative, technology-based company with businesses across the United States,
8 serving customers in the aerospace, defense and real estate industries.

9 23. The Company has an eight-member Board: Warren Lichtenstein,
10 Audrey McNiff, Martin Turchin, James Henderson, Eileen Drake, Thomas
11 Corcoran, Kevin Chilton, and Lance Lord.

12 24. In addition to being an investor through Steel Partners, Mr.
13 Lichtenstein has been an active member of the Company’s Board since 2008. He
14 was appointed Chairman in 2013. In 2016, Mr. Lichtenstein also became Executive
15 Chairman of Aerojet, and his compensation was tied exclusively to increases in
16 shareholder value.

17 **B. Mr. Lichtenstein’s Recruitment of Eileen Drake**

18 25. In 2015, when Mr. Lichtenstein was in the process of evaluating
19 candidates for the role of Chief Operating Officer of Aerojet’s predecessor,
20 GenCorp, GenCorp’s CEO began to confront certain health issues. Mr. Lichtenstein
21 then suggested that GenCorp hire his top candidate, Eileen Drake, for the CEO
22 position. As a direct result of Mr. Lichtenstein’s recommendation, Drake was hired
23 for the role of CEO, and for years, the two enjoyed a productive relationship with
24 each other. Later that year, as a consequence of certain corporate transactions,
25 GenCorp changed its name to Aerojet Rocketdyne.

26 26. The terms of Drake’s employment with Aerojet were memorialized in
27 an employment agreement that provided substantial benefits to Drake and required
28 her to fulfill certain obligations. Drake’s employment agreement provides that she

1 “shall report directly to the Board and the Chairman of the Board.” She agrees “to
2 carry out and abide by all lawful directions of the Board and the Chairman of the
3 Board that are consistent with her position as Chief Executive Officer.” Drake has
4 “the duties, authorities and responsibilities commensurate with” those in similar
5 capacities in similarly sized companies, as well as others designated by the Board.
6 During her employment and upon the Company’s request, Drake must “promptly
7 deliver to the Company all documents, records, . . . letters, notes, . . . e-mail . . . and
8 any other material of the Company . . . which are in her possession, custody or
9 control.”

10 27. The Corporate Governance Guidelines for Aerojet define the
11 responsibilities of Mr. Lichtenstein as Executive Chairman, a role he has occupied
12 since 2016. As Executive Chairman, Mr. Lichtenstein’s “principal duties” include:
13 “[l]eading the Board in all aspects of its role, including regularity and frequency of
14 meetings, and agenda setting”; “[e]nabling access to information to help the Board
15 monitor Company performance”; “[e]nsuring effective implementation of board
16 decisions”; “[f]acilitating communication between and among independent directors
17 and management”; “[l]eading senior management in developing the Company’s
18 strategy and recommending it to the board for approval”; and “[s]upporting the
19 Chief Executive Officer (CEO) in implementing and executing Company strategy.”

20 28. The Corporate Governance Guidelines for Aerojet also require the CEO
21 to periodically “report to the Board on succession planning,” including “policies and
22 principles for chief executive officer and other senior management selection and
23 performance review, as well as policies regarding succession in the case of an
24 emergency or the retirement of the CEO.”

25 29. As a consequence of Drake’s position, she has received the benefit of a
26 generous compensation package. Over the years, the Board approved sizable
27 increases in this compensation package. By March 2020, Drake’s compensation
28 package included a change-of-control provision, which provided that Drake would

1 receive a massive bonus—of approximately \$25 million in total compensation—if
2 Aerojet merged with another entity, was acquired, or if the members of the Board at
3 that time no longer constituted a majority of the Board for any reason and Drake
4 was subsequently terminated or resigned for good reason.

5 **II. DRAKE’S APPROACH TO FAILED LOCKHEED MERGER**
6 **PLUNGES COMPANY INTO MANAGEMENT CRISIS**

7 30. The most significant portion of the Drake Proxy is its four page
8 description of the “Background of the Solicitation.” The Drake Proxy materially
9 misstates the many events that led Drake to form the Drake Slate, portraying Drake
10 and her allies on the Board (defendants Corcoran, Chilton and Lord) as defenders of
11 corporate norms. In fact, Drake has been an aggressive defender of her personal
12 perks and finances, with her allies supporting her beyond all reason.

13 **A. Drake’s Negotiation of Failed Lockheed Merger Reveals Greed and**
14 **Lack of Deal-Making Savvy**

15 31. Beginning in early 2020, members of Aerojet management began to
16 consider the possibility of a strategic combination with another firm. In early 2020,
17 Mr. Lichtenstein approached Lockheed Martin (“Lockheed”) to assess Lockheed’s
18 interest in selling its position in the United Launch Alliance, a joint venture between
19 Lockheed and Boeing, to Aerojet. Although these talks did not bear fruit, they led
20 Mr. Lichtenstein to propose that Lockheed should consider purchasing Aerojet.

21 32. Months of negotiations ensued, during which the parties exchanged
22 price terms for a potential business combination of Aerojet and Lockheed. For
23 Aerojet’s part, negotiations were principally led by Eileen Drake, while Frank St.
24 John represented Lockheed. During the negotiations with Lockheed, Mr.
25 Lichtenstein pressed Drake and her management team to shop the possible deal to
26 other bidders—but Drake resisted Mr. Lichtenstein’s advice. Instead, she placed
27 exclusive focus on Lockheed.

28

1 33. On July 1, 2020, Lockheed first proposed an all-cash merger that
2 valued Aerojet at \$47.50/share. Lockheed’s subsequent bid rose to \$52/share in
3 August and eventually rose to \$56/share in October 2020.

4 34. In the past, Drake had adamantly insisted that an offer price as low as
5 \$56/share would be unsatisfactory to purchase the Company. However, in October
6 2020, faced with the prospect of an offer at that price—an offer that would
7 personally net Drake a whopping \$25 million as a result of the change-of-control
8 provisions in her employment agreement—Drake abruptly changed her tune. She
9 instead insisted that the \$56/share price should be accepted.

10 35. Mr. Lichtenstein, consistent with his role as Executive Chairman,
11 pressed Drake to negotiate a better deal—one that included a higher price and better
12 non-price terms, such as a reverse termination fee and a “ticking” fee. These
13 requests were made, of course, for the purpose of maximizing shareholder value.
14 Nonetheless, Drake steadfastly refused Mr. Lichtenstein’s requests to press for
15 more.

16 36. Mr. Lichtenstein, concerned about these developments and keen to
17 understand the Company’s negotiating hand, pressed management for more
18 information. Instead, management, at Drake’s behest, became less and less
19 transparent, as Drake became more determined to close a transaction with
20 Lockheed.

21 37. On November 12, 2020, Lockheed advised Aerojet that the \$56/share
22 price offer was Lockheed’s best and final offer.

23 38. On November 13, 2020, faced with Drake’s mounting threats, the
24 Board met and agreed to move forward with negotiating an all-cash merger
25 transaction with Lockheed at their \$56/share price. In the days that ensued, the
26 parties traded proposals regarding the non-economic terms of the deal, with Mr.
27 Lichtenstein pushing Drake to try for better non-economic terms.

28

1 39. On December 19, 2020, Mr. Lichtenstein, alongside his fellow board
2 members, voted unanimously in favor of the transaction. Although Mr. Lichtenstein
3 had pushed Drake, as the principal negotiator for Aerojet, to insist on certain better
4 deal terms, he believed the merger was beneficial to shareholders and supported it.
5 The merger agreement with Lockheed (“Merger Agreement”) was signed the next
6 day.

7 40. On March 9, 2021, Aerojet’s shareholders also voted to approve the
8 transaction.

9 41. As a significant Aerojet shareholder, Mr. Lichtenstein’s interests were
10 aligned with those of the shareholder base—his primary objective was,
11 unsurprisingly, to maximize shareholder value. Like Aerojet’s other shareholders,
12 Mr. Lichtenstein saw enormous potential for value creation through the transaction.
13 Steel Partners, stood to make a return of five times its original investment if the
14 merger closed—more than any other shareholder. Any suggestion that Mr.
15 Lichtenstein subsequently tried to scuttle the merger because he disfavored it defies
16 logic and cannot be squared with reality.

17 **B. Drake Refuses to Engage in Necessary Contingency Planning in**
18 **Spite of Having Previously Threatened to Leave the Company and**
19 **Take Management with Her**

20 42. By March 2021, only one large obstacle remained to closing a deal:
21 regulatory approval from the Federal Trade Commission (“FTC”). Despite the
22 positive shareholder vote, a cloud of doubt lingered over the fate of the transaction,
23 as talking heads predicted that a changed regulatory environment portended a failed
24 deal.

25 43. Within days of shareholder approval, the trading price for Aerojet stock
26 fell to \$42/share—approximately 25% below the deal strike price—reflecting doubt
27 among market participants that the merger would be approved.

28

1 44. For months afterwards, Aerojet and Lockheed were in a state of limbo,
2 with no word from regulators as to the status of the deal. By August 2021—five
3 months after the transaction received shareholder approval—the Company still had
4 no word from the FTC on whether the transaction would clear.

5 45. Drake, along with management, refused to accept the signals sent by
6 the market. Instead, Drake rebuffed any efforts to discuss what would happen in the
7 absence of regulatory approval.

8 46. Drake simultaneously grew evasive about her own plans if a deal did
9 not close. As recently as July 2020, less than one year prior, Drake had signaled
10 that she was unsure of whether she would remain as CEO—a threat that she
11 repeated in October 2020, when Board approval of the transaction remained in
12 doubt. These vague tea leaves prompted Aerojet’s Organization and Compensation
13 Committee, in October 2021, to designate Drake’s risk of departure with a question-
14 raising blank (i.e. “---”). Thus, as regulatory risk of a failed transaction continued to
15 loom over the Company in 2021, so too did the question of whether Drake would
16 remain as a steady steward for the Company in the event the transaction failed to
17 close.

18 47. It was against this backdrop that Mr. Lichtenstein grew concerned that
19 regulatory approval would not be forthcoming and that the Company should begin
20 the process of contingency planning: making plans for the increasingly likely chance
21 that the FTC would block the merger.

22 48. Mr. Lichtenstein, leery of the prospect of a failed transaction and no
23 alternative plans, sought opinions from market participants regarding whether the
24 FTC would block the merger. Mr. Lichtenstein also broached the topic of
25 contingency planning, advocating that the Board would need to be prepared for
26 every possible scenario—consistent with their fiduciary duties. These
27 responsibilities would include assessing the risk of director and management
28 departure (including the risk of Drake’s departure), how to retain the most valuable

1 Aerojet employees, and customer and supplier communications in the event of such
2 developments.

3 **C. Threatened by Criticism, Drake Gins Up an Internal Investigation**
4 **Against Lichtenstein**

5 49. Drake, for her part, grew concerned that a conversation about
6 contingency planning would subject her performance to greater accountability and
7 potentially affect her job security and/or overall compensation.

8 50. In the ensuing months, Mr. Lichtenstein, alongside several other
9 directors, including Turchin, Henderson, and McNiff, continued to push hard for
10 responsible and necessary contingency planning so that the Company would have a
11 go-forward plan in the increasingly likely event that the merger failed to receive
12 regulatory approval.

13 51. These efforts, however, continued to irk Drake, who was fixated on her
14 own personal financial goals. Indeed, Drake continued to deny any prospect that a
15 deal would not close and rejected any attempts to pursue contingency planning.

16 52. This was no more evident than on September 2, 2021, when Drake,
17 alongside management, provided a status report regarding the merger. In the status
18 report, Drake and management referenced a publicly available article speculating
19 that the FTC was planning to file a complaint to halt the merger. The article was
20 consistent, of course, with market data reflecting shareholder sentiment that
21 regulatory approval would not be obtained. Nonetheless, Drake refused to
22 acknowledge these data, instead writing that “We believe this speculation is
23 inaccurate,” and advising that she “anticipate[d] that the transaction will close in Q4
24 2021.”

25 53. By contrast, Drake’s colleagues on the Board were growing
26 increasingly concerned that there was no plan in place to deal with the possibility of
27 a failed transaction. Mr. Lichtenstein, along with several other Board members,
28 continued to press Drake and Board to engage in some contingency planning. It was

1 in the wake of these efforts that Drake, using Company resources, demanded the
2 Company conduct an internal investigation against Mr. Lichtenstein.

3 **III. THE MERGER FAILS AND DRAKE GOES ROGUE**

4 **A. As the Merger Collapses, Mr. Lichtenstein Proposes Neutral Slate**

5 54. In his capacity as Executive Chairman, Mr. Lichtenstein convened a
6 special meeting of the Board for January 24, 2022. One agenda item was the
7 nomination of directors for the annual meeting. Mr. Lichtenstein shared a proposal
8 in advance of the meeting under which the Board would nominate seven incumbent
9 directors, leaving out Mr. Corcoran who had expressed by email on January 21,
10 2022, a desire not to stand for re-election. Drake advised the Board that it should not
11 act on the proposal until the next Board meeting in February 2022, when a
12 committee of the Board might review the matter. Defendants Lord, Chilton, and
13 Corcoran (the “Drake Director Faction”) indicated their support for Drake’s
14 suggestion. Mr. Lichtenstein withdrew the proposal, indicating that he would ask
15 his colleagues to consider it further. Drake and the Drake Director Faction were
16 keenly aware that the deadline for shareholder nominations under the bylaws was
17 fast approaching. Their insistence that a committee of the Board consider the
18 appropriate nominees after the shareholder nomination deadline (which was
19 February 5, 2022) was intended to give the Drake Director Faction the upper hand
20 by delaying until it was too late for Steel Partners to exercise its rights. Indeed,
21 Drake also provided one or more of the Drake Director Faction with an outline of
22 her demands for a lucrative severance package to be implemented when the
23 Lockheed merger terminated, an event that now seemed inevitable. Drake
24 conditioned further discussion of her demands on a commitment by Steel Partners
25 that it would forego any nomination of directors for the 2022 annual meeting.

26 55. Despite Drake’s longstanding representations to the Board to the
27 contrary, on January 25, 2022, the FTC unanimously rejected the Company’s
28 merger with Lockheed, bringing suit to block the transaction.

1 56. After further consideration, Mr. Lichtenstein called a second special
2 meeting of the Board for January 26, 2022. Mr. Lichtenstein again proposed that
3 the Board nominate seven incumbent directors at the annual meeting, leaving out
4 Mr. Corcoran, but also proposed that after the annual meeting the Board would
5 expand and add two diverse directors. He further offered to forego Steel Partners'
6 right to submit its own nominations in the event the Company accepted this
7 proposal.

8 57. The purpose of renominating and agreeing to the same directors,
9 without the usual process of proceeding through the governance committee, was
10 simple: Time was short and the whole Board could resolve the issue without the
11 added layer of committee involvement, especially since the proposal covered all
12 Board members who wished to stand for re-election. The proposal was not a power
13 grab—instead, Mr. Lichtenstein would have no more control than he had before, and
14 the Board would preserve the status quo, adding two new directors after Mr.
15 Corcoran's departure. Without explanation, Mr. Corcoran changed his mind and
16 Drake and the Drake Director Faction rejected this proposal. Drake no doubt feared
17 that without her allies controlling key committees and forming a blocking position,
18 she would be held accountable to the Board to perform her job.

19 58. Drake's refusal left Steel Partners with a Hobson's choice, nominate a
20 slate of directors or be barred from doing so by the bylaws, which set a deadline of
21 February 5, 2022 for shareholder nominations. On January 28, 2022, Steel Partners
22 delivered a letter to the Company nominating a slate of seven director candidates for
23 election. Four of the members of Steel Partners' slate were incumbent directors:
24 Plaintiffs Lichtenstein, Turchin, McNiff, and Henderson. The proposed slate did not
25 include Drake because she had expressed an interest in negotiating an exit from the
26 Company and provided General Chilton with a list of exit package demands.
27 Representatives of Steel Partners explained to the Company that Steel Partners
28 remained willing to compromise to avoid a contested election.

1 59. In response, Drake and the Drake Director Faction went into attack
2 mode.

3 **B. Faced with an Impending Deadline under the Bylaws, Lichtenstein**
4 **Proposes a Proxy Slate**

5 60. By February 1, 2022, the Board was split, and the deadline for
6 nominations was less than three days away. Left with no other option, Steel
7 Partners amended its Schedule 13D on that date to disclose the nomination of its
8 slate.

9 61. The Steel Partners slate consisted of seven prospective directors, each
10 imminently qualified to serve in that capacity, and four of whom are incumbent
11 directors:

12 a. Audrey McNiff is an incumbent director who has served on the
13 Board since 2020. She is a Trustee of the Ann Romney Center for
14 Neurologic Diseases at the Brigham Woman’s Hospital, a collaborative
15 global pursuit to accelerate treatments, preventions and cures of
16 neurologic diseases and serves on the board of directors and as Vice
17 Chair of Finance of the John A. Hartford Foundation, an organization
18 dedicated to enhancing the health of older people, since 2010. Ms.
19 McNiff was formerly a Partner and the Global Head of Foreign
20 Exchange Sales and Derivatives Prime Brokerage at The Goldman Sachs
21 Group, Inc. (NYSE: GS), an investment bank and financial services
22 company.

23 b. Martin Turchin has served as a Board member since 2008. Mr.
24 Turchin is a non-executive Vice Chairman of CBRE Group, Inc. (NYSE:
25 CBRE), a commercial real estate services and investment firm.

26 c. James R. Henderson has served as a Board member since 2008.
27 Mr. Henderson previously served as the Chief Executive Officer of
28 Armor Express, a manufacturer and distributor of high performance

1 body armor systems, from January 2018 to December 2021.

2 d. Warren Lichtenstein has served as a Board member since 2008.
3 He served as Chairman of the Board from 2013 to 2016 and has served
4 as the Company's Executive Chairman since 2016. Mr. Lichtenstein is
5 the Executive Chairman of Steel Partners Holdings GP Inc. ("Steel
6 Holdings GP"), the general partner of Steel Partners, a global diversified
7 holding company that engages or has interests in a variety of operating
8 businesses through its subsidiary companies.

9 e. Joanne M. Maguire was a new designee, with strong corporate
10 governance experience and a deep background in the aerospace and
11 defense industry. At the time of her nomination, Ms. Maguire had served
12 on the boards of directors of CommScope Holding Company, Inc., a
13 network infrastructure provider, since 2016, Tetra Tech, Inc., an
14 engineering services firm, since 2016, and Visteon Corporation, an
15 automotive systems supplier, since 2015. In addition, Ms. Maguire had
16 also held positions with Lockheed Martin Corporation, including as the
17 Executive Vice President of the Space Systems Company, from 2006 to
18 2013.

19 f. Aimee J. Nelson was another new designee. Ms. Nelson served
20 on the board of directors of CorpHousing Group Inc., has significant
21 executive leadership experience and strategic planning acumen.
22 Previously, Ms. Nelson served as Chief Financial Officer of MKCuisine
23 Global, LLC and Managing Director of Fifth Third Bank, a bank
24 subsidiary of Fifth Third Bancorp. Ms. Nelson also brings a strong
25 background in marketing and business development.

26 g. Heidi R. Wood was the third new designee proposed by Steel
27 Partners. Ms. Wood had served and continues to serve as Executive Vice
28 President, Business Development & Growth Initiatives of CAE Inc., a

1 manufacturer of simulation technologies, modelling technologies and
2 training services to airlines, since 2020. In addition, she had also served
3 as President of CAE Healthcare, CAE Inc.'s healthcare division. Ms.
4 Wood was also previously Interim President of Defense and Security at
5 CAE Inc. She has extremely relevant experience across the Company's
6 sales verticals and industry.

7 62. Although Steel Partners had to formally nominate a slate to ensure that
8 its right to do so was preserved, Mr. Lichtenstein continued his effort to reach
9 compromise with the Board. He became concerned, however, that Drake and the
10 Drake Director Faction were seeking to use their positions as insiders to gain an
11 advantage over Steel Partners. Events came to a head at a February 4, 2022 Board
12 meeting, where separate motions to govern the annual meeting put forth by Mr.
13 Corcoran and Mr. Lichtenstein failed to carry.

14 **IV. THE CHANCERY COURT ISSUES AN ORDER RESTRAINING**
15 **DRAKE'S ONGOING MISUSE OF COMPANY RESOURCES**

16 63. On February 7, 2022, Mr. Lichtenstein and three other Board members
17 (the "Lichtenstein Plaintiffs") filed suit in Delaware Chancery Court, asserting
18 claims against Drake and Messrs. Lord, Chilton and Corcoran to restrain their
19 unlawful efforts to use Aerojet's resources to disparage Mr. Lichtenstein and his
20 nominees and wrongfully interfere with their efforts to elect their nominees.

21 64. On February 23, 2022, the Court entered a temporary restraining order
22 granting the Lichtenstein Plaintiffs' desired relief. It prohibited the Drake Slate
23 from taking two primary actions:

- 24 a. making any public statement, issuing any press release, or making
25 any disclosure on behalf of or in the name of the Company in support of
26 the election efforts of any candidate for election at the Company's 2022
27 annual meeting of stockholders (the "Annual Meeting").
28 b. taking action on behalf of or in the name of the Company or using

1 or otherwise deploying Company funds or other Company resources in
2 support of the election efforts of any candidate for election at the Annual
3 Meeting.

4 65. The Delaware Court of Chancery has set trial for May 23-25, 2022.

5 **V. DEFENDANTS' MISLEADING PROXY STATEMENT**

6 66. Section 14(a) of the Exchange Act and SEC regulations promulgated
7 thereunder govern the solicitation of proxies at annual and special meetings for
8 Aerojet and its shareholders. These regulations provide that any person who wishes
9 to conduct a proxy solicitation for a seat on Aerojet's Board must comply with the
10 disclosure requirements mandated by the SEC in its Rules 14a-1 through 14a-15, 17
11 C.F.R. §§ 240.14a-1 to 14a-15. These requirements protect the interests of
12 shareholders by assuring full and accurate disclosure of material facts regarding the
13 candidates for office and their positions. To comply with these rules, among other
14 things, Defendants' proxy solicitation material must be filed with the SEC and must
15 comply with the Exchange Act's anti-fraud provisions, 15 U.S.C. § 78n(a) and Rule
16 14a-9, 17 C.F.R § 240.14a-9.

17 67. On April 22, 2022, Defendants, assuming the name "Committee for
18 Aerojet Rocketdyne Shareholders and Value Maximization," filed the misleading
19 Drake Proxy that is the subject of this action on Schedule 14A with the SEC. The
20 Drake Proxy states that the Defendants are seeking to call a special meeting for the
21 purpose of considering and voting on four proposals:

- 22 • Proposal 1: remove all eight members of the
23 Company's Board of Directors, subject to the
24 concurrent election of a new Board pursuant to
25 Proposal 2;
- 26 • Proposal 2: subject to the concurrent approval of
27 Proposal 1, elect a new eight-member Board of
28 Directors;

- 1 • Proposal 3: approve the adjournment of the special
2 meeting to a later date or dates, if necessary or
3 appropriate, to permit further solicitation and vote of
4 proxies in the event that there are insufficient votes for,
5 or otherwise in connection with, the approval of
6 Proposal 1 or Proposal 2; and
- 7 • Proposal 4: transact such other business as may
8 properly be included in the notice of special meeting.

9 68. The Drake Proxy contains multiple, materially misleading statements,
10 starting with the rationale for the special meeting.

11 69. The Drake Proxy states that Defendants are seeking to call a special
12 meeting because the Board is deadlocked on a number of issues and purport that
13 they are doing so because they have attempted to schedule the 2022 Annual Meeting
14 and Plaintiff Lichtenstein has “actively thwarted that effort.” That statement is
15 materially misleading because it ignores that Plaintiffs have made multiple
16 reasonable proposals of procedures to conduct the 2022 Annual Meeting, all of
17 which have been rejected by Drake and the Drake Director Faction, as well as that
18 the issue of the 2022 Annual Meeting is presently before the Court of Chancery and
19 set for expedited trial on May 23-25, 2022.

20 70. Defendants’ Drake Proxy is also materially misleading for failing to
21 disclose that the two main items for shareholder vote—removal of the entire Board
22 and replacement with four incumbents and four new directors—are without
23 precedent under Delaware law and contrary to the bylaws of Aerojet. In addition,
24 the “all or nothing” vote that Defendants propose on these items is prohibited by
25 federal proxy regulations.

26 71. Defendants have also established a website, MaximizeAJRDvalue.com,
27 on which they have published the Drake Proxy and, under “Shareholder Resources,”
28 links to documents entitled “Proxy Contest Background,” and “Press Release

1 Announcing Solicitation to Call a Special Meeting.” The documents at these links
2 repeat the misleading statements found in the Drake Proxy.

3 **A. Defendants’ Misleading Statements Regarding the Termination of**
4 **the Contemplated Merger and Ensuing Internal Review**

5 72. The Drake Proxy claims that in fall 2021, the Board received
6 information that “Mr. Lichtenstein was working to undermine the transaction,
7 denigrating Company management and intending to seize control if the Lockheed
8 Martin merger failed.” That statement is materially misleading in numerous
9 respects, including the following:

10 a. First, the statement omits the material fact that Drake had
11 threatened to leave the Company.

12 b. Second, the statement omits that the investigation was initiated by
13 Drake in the context of her disagreement with Mr. Lichtenstein’s
14 requests that Drake and management engage in contingency planning
15 and Drake’s insistence that the Lockheed merger would close and that
16 any contingency planning was premature and risky.

17 c. Third, the statement omits that Drake was invested in the success
18 of the Lockheed Martin transaction because she stood to gain over \$24
19 million in a change-in-control benefit, willfully blinding herself to the
20 possibility that the transaction would not receive regulatory
21 approval. Indeed, even though the Aerojet stock price was well below
22 the strike price for the Lockheed transaction—seemingly indicating that
23 the market doubted the transaction would close—Drake and her
24 management team stonewalled Mr. Lichtenstein and the Board on
25 information regarding regulatory approval and insisted that the FTC
26 would approve the deal.

27 d. Fourth, the statement omits the material fact that Drake had
28 threatened to leave the Company without the Lockheed Martin

1 transaction and that the directors would be embroiled in litigation for the
2 “rest of their lives.”

3 e. Fifth, the statement omits that Drake was invested in the success
4 of the Lockheed Martin transaction because she stood to gain over \$24
5 million in a change-in-control benefit, willfully blinding herself to the
6 possibility that the transaction would not receive regulatory approval.
7 Indeed, even though the Aerojet stock price was well below the strike
8 price for the Lockheed transaction—seemingly indicating that the
9 market doubted the transaction would close—Drake and her
10 management team stonewalled Mr. Lichtenstein and the Board on
11 information regarding regulatory approval and insisted that the FTC
12 would approve the deal.

13 f. Sixth, the statement omits that Mr. Lichtenstein had repeatedly
14 asked Drake for informational transparency and contingency plans, and
15 Drake had responded by providing less information and claiming that
16 contingency planning was “premature” and risky.

17 g. Seventh, the statement suggests that these allegations are live,
18 when in reality the Defendants know whether some or all of these
19 allegations have proven false.

20 73. The Drake Proxy next claims that in September 2021 “the six non-
21 executive directors on the Company’s Board sent Mr. Lichtenstein a written
22 directive to cease and desist from communicating with third parties about the merger
23 and Company’s executive management.” That statement is materially false and
24 misleading because it omits the memo’s statement that the Independent Members of
25 the Board had determined that Mr. Lichtenstein had not violated the merger
26 agreement.

27 74. The Drake Proxy is misleading because it states that Defendants are not
28 aware of any efforts by Mr. Lichtenstein or any Steel Partners Director to confer

1 with Aerojet’s Corporate Governance and Nominating Committee, wrongly
2 suggesting that Mr. Lichtenstein or Steel Partners were required to do so. Indeed,
3 the Drake Proxy omits that the deadline for stockholders to nominate directors was
4 fast approaching and Mr. Lichtenstein simply sought to preserve the composition of
5 the existing Board—not a new proposal of new directors that would require
6 extensive vetting by the Organization and Compensation Committee—while the
7 Lockheed transaction was pending, to avoid a situation in which, as a stockholder,
8 he missed the deadline for nominations.

9 75. The Drake Proxy next states that Mr. Lichtenstein’s slate proposed on
10 January 24, 2022, included all of the Company’s current directors “*except* Mr.
11 Corcoran—the director supervising the ongoing investigation into Mr.
12 Lichtenstein’s alleged misconduct.” It goes on to state that the removal of Mr.
13 Corcoran “would have the effect of removing the sole director supervising the
14 internal investigation of Mr. Lichtenstein’s conduct.” That statement is materially
15 misleading for several reasons.

16 a. First, the annual meeting would not occur, and the new slate would
17 not have been installed, until well after the investigation was scheduled
18 to conclude. Removing Mr. Corcoran would have had no effect on the
19 internal investigation.

20 b. Second, Mr. Corcoran was not “supervising” the investigation.
21 The investigation is being supervised by a special committee consisting
22 of *all* directors except Drake and Mr. Lichtenstein.

23 c. Third, Mr. Corcoran had emailed Mr. Lichtenstein on January 21,
24 2022, writing “I have independently decided, for personal reasons, not
25 to seek re-election for another term and plan to inform the Board of that
26 decision in due course.” Mr. Lichtenstein was not “removing” Mr.
27 Corcoran. Mr. Corcoran had removed himself.

28

1 76. The Drake Proxy misleadingly asserts that Mr. Lichtenstein’s proposed
2 slate “would give him and his faction 4-3 voting control.” Lichtenstein does not
3 control any directors and the proposed slate would not have given him voting
4 control. Nor is there any “faction” that would have had voting control. Defendants
5 also omit that Mr. Lichtenstein further proposed appointing two additional, diverse
6 directors to the board after the annual meeting, so that it would consist of a total of
7 nine, not seven, directors. Even under defendants’ false premises, Mr.
8 Lichtenstein’s alleged “faction” could not have “voting control.”

9 77. The Drake Proxy states that, “Rather than adhere to the Company’s
10 well-established nomination process, Mr. Lichtenstein attempted to circumvent the
11 Corporate Governance & Nominating Committee (and its procedures) to ensure that
12 he would have a seat on the Board regardless of the outcome of the ongoing internal
13 investigation into his conduct.” The statement is materially misleading, because a
14 proposal made openly to the full board is not a circumvention of process and Mr.
15 Lichtenstein’s proposal did not prevent the Corporate Governance & Nominating
16 Committee from meeting or carrying out any process—especially because no new
17 directors were being proposed for the Board. It is also false for stating that Mr.
18 Lichtenstein acted to avoid “the outcome of the ongoing internal investigation.”

19 78. The Drake Proxy further states that, at the January 24 special meeting,
20 “[f]ollowing discussion of the resolution, Mr. Corcoran joined the call to explain
21 that Mr. Lichtenstein had urged him to agree not stand for reelection at the 2022
22 annual meeting.” Again, the Drake Proxy is materially misleading. Whatever Mr.
23 Corcoran may have said at the meeting, the fact is that Mr. Corcoran first raised his
24 not seeking reelection on his own initiative. Moreover, the Drake Proxy
25 conspicuously omits any reference to Mr. Corcoran’s January 21 email in which he
26 wrote that he did not plan to seek re-election for another term.

27 79. The Drake Proxy asserts that Mr. Lichtenstein canceled the January 27,
28 2022 special meeting when he learned he would not have the necessary votes to

1 “push through his agenda.” In reality, the meeting was cancelled because the
2 Company’s general counsel and outside counsel intervened on the supposed basis
3 that certain aspects of the proposal were unacceptable and required Lockheed’s
4 consent.

5 80. The Drake Proxy defines General Chilton, Mr. Corcoran, and General
6 Lord as the “Independent Directors.” This is misleading. Aerojet has routinely
7 made SEC filings that identify all six non-management directors as independent.

8 81. The Drake Proxy describes the Drake Defendants’ newly reasserted
9 counterclaims and falsely asserts that Mr. Lichtenstein and “the other directors
10 affiliated with Steel Partners” have a conflict of interest and are “violating their
11 fiduciary duties” by failing to abstain from votes. Further, the Drake Proxy asserts
12 that Board cannot act “independently to protect stockholder interests” because Mr.
13 Lichtenstein and “the other Steel Partners-affiliated directors” have not ceded
14 authority to the Drake Defendants (an abdication of their responsibilities as
15 directors). Finally, the Drake Proxy asserts that “Mr. Lichtenstein stands to lose
16 millions of dollars in annual compensation.” These statements contain materially
17 false statements and omissions.

18 a. First, Mr. Turchin, Mr. Henderson, and Ms. McNiff are not
19 “affiliated” with Steel Partners, other than having voted the same way as
20 Mr. Lichtenstein on matters over which the Aerojet Board is currently
21 split. As year after year of Aerojet proxy statements have made clear,
22 Mr. Turchin, Mr. Henderson, and Ms. McNiff are independent directors,
23 including under NYSE listing standards.

24 b. Second, it is materially misleading to claim that Mr. Lichtenstein,
25 Mr. Turchin, Mr. Henderson, and Ms. McNiff have conflicts of interest.
26 If any director is conflicted because they are involved in a proxy contest,
27 or might at some undetermined point in the future purchase additional
28 shares, then *every* director suffers from the same purported conflict.

1 Suggesting that Mr. Lichtenstein is uniquely conflicted is a pretext for
2 seizing control over the Company and invalidating the votes of its
3 Executive Chairman and three independent directors.

4 c. Third, Mr. Lichtenstein receives no guaranteed base salary or
5 compensation from Aerojet, no pension, and no healthcare plan. Instead,
6 Mr. Lichtenstein will only receive compensation if Aerojet's stock
7 achieves certain targets. Mr. Lichtenstein's "annual compensation" is
8 thus directly tied to shareholder interests, and it is misleading to suggest
9 that he stands to automatically "lose millions of dollars in annual
10 compensation" if he no longer sat on the Aerojet Board. In contrast, the
11 other non-employee directors—including the three directors who have
12 taken Drake's side in this dispute—each receive annual cash retainer
13 fees, fees for membership and chairmanship of various committees, and
14 annual awards of restricted stock.

15 82. The Drake Proxy asserts that "Steel Partners' proxy fight is receiving
16 an unfair advantage by virtue of the Board deadlock." This statement is materially
17 false. As described above, the Drake Defendants have failed to disclose their
18 misuse of Company resources, issued a press release and made SEC filings in the
19 Company's name disparaging Mr. Lichtenstein, hired and paid outside counsel and
20 advisors and experts with Company funds to wage litigation against Mr.
21 Lichtenstein, and sought court intervention to grant them authority to unseat Mr.
22 Lichtenstein and control the Company.

23 **B. Defendants' Misleading Statements Regarding Steel Partner's HSR**
24 **Filing and Intent to Acquire Stock**

25 83. The Drake Proxy also misleadingly states that,

26 On April 5, 2022, Mr. Lichtenstein delivered notice
27 to the Company of his filing under the Hart-Scott-Rodino
28 Antitrust Improvements Act of 1976 disclosing an
intention to acquire slightly over \$1 billion in Company
voting securities in the near future.

1 This statement falsely asserts that Mr. Lichtenstein is considering buying
2 approximately 30% of Aerojet, grossly misrepresents the nature of Mr. Lichtenstein’s
3 filing under the HSR, and falsely implies that Mr. Lichtenstein is seeking to purchase
4 control of the Company.

5 84. On April 5, 2022, Mr. Lichtenstein and Steel Holdings notified the FTC
6 and the DOJ of an intent to purchase additional shares of Aerojet because the HSR
7 would otherwise prohibit him or Steel Partners from acquiring additional shares of
8 Aerojet. As required by federal law, Plaintiffs also notified the Company of the
9 filing.

10 85. Defendants have no basis for the assertion that Mr. Lichtenstein intends
11 to acquire “slightly over \$1 billion in Company voting securities.” To the contrary,
12 Mr. Lichtenstein has repeatedly represented to Drake and the Drake Director Faction
13 that his and Steel Partners’ intention is, depending on market conditions, to acquire
14 up to another 5% of Aerojet stock, and that he does not intend to acquire stock that
15 would cause their beneficial ownership to exceed 15%. These acquisitions would
16 only take place after May 5, 2022, when the waiting period under HSR expires, and
17 assuming there is an open trading window.

18 86. Mr. Lichtenstein also offered to agree, on behalf of himself and on
19 behalf of Steel Partners, that neither he nor Steel Partners would buy or sell voting
20 securities of the Company prior to the record date for the 2022 Annual Meeting, if
21 Drake and other members of the Board would make the same commitment and
22 agree to an orderly schedule for the annual meeting. The Drake Proxy omits this
23 offer, because it undermines the bogus “control” theory that Defendants are trying to
24 sell to shareholders.

25 C. **Defendants Misleadingly Omit That the Remove/Elect Plan Is a**
26 **Change of Control That Would Risk Triggering Large Change in**
27 **Control Payments**

1 87. The Drake Proxy is silent as to the economic consequences of Drake’s
2 Remove/Elect Plan, in particular that it would cause a change in control and
3 possibly accelerate payment to Drake of approximately \$25 million if her scheme to
4 remove the sitting Board succeeds.

5 88. Drake’s employment agreement dated May 4, 2020, defines a change in
6 control (“CIC”) to include a change in a majority of the members of the Board to
7 members whose nomination was not approved by the existing members of the Board
8 or that resulted from an actual or threatened proxy contest. The removal of all
9 directors proposed by Defendants would result in a CIC.

10 89. Under Drake’s employment agreement, if a CIC occurs and she then
11 resigns “for Good Reason,” within the next 24 months Drake is entitled to
12 extraordinary compensation, including a severance payment equal to three times the
13 sum of (y) Drake’s base salary and (z) annual target bonus paid in a lump sum,
14 immediate full vesting of all of Drake’s equity awards and payment of health
15 insurance coverage for two years. According to the proxy filed in connection with
16 the 2021 annual meeting, Drake’s CIC severance had a value exceeding
17 \$20.7 million at that time.

18 90. Under Aerojet’s Executive Change in Control Policy, all other
19 executive officers will be entitled to extraordinary compensation due to the CIC if
20 Drake’s plan succeeds and they are terminated without cause or leave for “Good
21 Reason.” According to the proxy filed in connection with the 2021 annual meeting,
22 the other executive officers’ CIC severance had an aggregate value exceeding \$10
23 million at that time.

24 91. The materiality of these provisions is clear. Defendants’ non-
25 disclosure is especially misleading since, as Drake and the Drake Director Faction
26 well know, members of the Board have from time to time discussed a relocation of
27 the corporate headquarters, an event that would satisfy the second trigger, leading to
28

1 an enormous payout to Drake and others. Yet, the Drake Proxy is entirely and
2 misleadingly silent regarding CIC compensation.

3 **FIRST CAUSE OF ACTION**

4 **Violations of Section 14(a) of the Exchange Act and Rules Thereunder**

5 **(For Injunctive Relief Against All Defendants)**

6 92. The Plaintiffs repeat and reallege every allegation contained above.

7 93. Rule 14a-9 under the Exchange Act, 17 C.F.R. § 240.14a-9, prohibits
8 making a solicitation “by means of any ... communication, written or oral,
9 containing any statement which, at the time and in the light of the circumstances
10 under which it is made, is false or misleading with respect to any material fact, or
11 which omits to state any material fact necessary in order to make the statements
12 therein not false or misleading.”

13 94. The Drake Proxy is currently filed with the SEC as “preliminary proxy
14 material” and available to Aerojet shareholders through the SEC’s EDGAR
15 platform. In addition, defendants have established their own website,
16 MaximizeAJRDvalue.com, where they have posted the Drake Proxy, even though
17 SEC regulations prohibits its dissemination to Aerojet shareholders until it has been
18 cleared as a “definitive proxy statement.” As a result, the misleading contents of the
19 Drake Proxy are already being distributed to Aerojet shareholders. Defendants have
20 made clear their intent to mail the Drake Proxy to all Aerojet shareholders at the
21 earliest permissible date, estimated to be May 2, 2022.

22 95. As set forth above, the Drake Proxy contains multiple false and
23 misleading statements, including through omitting facts and information necessary
24 to make the contents thereof accurate. The Drake Proxy will mislead Aerojet
25 shareholders into supporting Defendants.

26 96. Plaintiffs will be irreparably harmed by the dissemination of the Drake
27 Proxy and any decision based thereon, and have no adequate remedy at law.

28

1 **SECOND CAUSE OF ACTION**

2 **Violations of Section 14(a) of the Exchange Act and Rules Thereunder**

3 **(For Declaratory Judgment Against All Defendants)**

4 97. The Plaintiffs repeat and reallege every allegation contained above.

5 98. Defendants, by disseminating the Drake Proxy containing false and
6 misleading statements, and publishing the Drake Proxy and other materially
7 misleading materials on the website MaximizeAJRDvalue.com, including the links
8 under “Shareholder Resources” to “Proxy Contest Background,” and “Press Release
9 Announcing Solicitation to Call a Special Meeting,” have engaged in conduct in
10 violation of Rule 14a-9 under the Exchange Act, 17 C.F.R. §240.14a-9.

11 99. To the extent that Defendants solicit proxies using the Drake Proxy and
12 other materials containing such false and misleading statements, the Court should
13 issue a declaratory judgment declaring that the Drake Proxy violates Rule 14a-9
14 under the Exchange Act, 17 C.F.R. §240.14a-9.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiffs pray for judgment as follows:

17 A. Preliminarily and permanently enjoining Defendants, their servants,
18 employees, agents and attorneys and all persons acting on their behalf or in concert
19 or participation with them, from directly or indirectly: violating Section 14(a) of the
20 Exchange Act and the rules and regulations promulgated thereunder; soliciting and
21 delivering any proxy, consent or authorization with respect to Aerojet securities;
22 acquiring or attempting to acquire any Aerojet securities; voting in person or by proxy
23 any Aerojet securities; soliciting or arranging for the solicitation of orders to buy or
24 to sell any Aerojet securities.

25 B. Alternatively, preliminarily and permanently enjoining Defendants from
26 proceeding with any proxy solicitation, or attempting to exercise or utilize in any
27 manner any written proxy delivered to Defendants, until such time as Defendants have
28 complied with all requirements of the Exchange Act, including, without limitation

1 corrective disclosures consistent with their obligations under Section 14(a) and Rule
2 14a-9, and the shareholders of Aerojet have been afforded a sufficient opportunity to
3 review such complete and accurate disclosures so as to render an informed decision
4 thereon.

5 C. Preliminarily and permanently enjoining Defendants from engaging in
6 any action in furtherance of unlawful solicitation activity in connection with the
7 special meeting of the Aerojet shareholders.

8 D. Invalidating all proxies obtained in violation of Section 14(a) of the
9 Exchange Act and Rule 14a-9.

10 E. Declaring that Defendants' solicitation activities violated Section 14(a)
11 of the Exchange Act and Rule 14a-9 and declaring void all proxies obtained in
12 violation of the statute.

13 Awarding plaintiff costs, disbursements, attorney's fees, and such other and
14 further relief as the court deems just and proper.

15

16 DATED: April 27, 2022

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

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By /s/ R. Brian Timmons

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R. Brian Timmons

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Harry A. Olivar

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Joseph C. Sarles

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Attorneys for Plaintiff

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WARREN G. LICHTENSTEIN

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1 DATED: April 27, 2022

DELGADO TARANGO O'NEILL LLP

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By /s/ Lauren Hudecki

Lauren Hudecki

DTO LAW

William A. Delgado (Bar No. 222666)
wdelgado@dtolaw.com
Lauren Hudecki (Bar No. 276938)
lhudecki@dtolaw.com
Nicole G. Malick (Bar No. 335754)
nmalick@dtolaw.com
601 S. Figueroa Street, Suite 2130
Los Angeles, CA 90017
Telephone: (213) 335-6999
Facsimile: (213) 335-7802

Megan O'Neill (Bar No. 220147)
moneill@dtolaw.com
2400 Broadway, Suite 200
Redwood City, CA 94063
Telephone: (415) 630-4100
Facsimile: (415) 630-4105

OLSHAN FROME WOLOSKY LLP

Thomas J. Fleming*
TFleming@olshanlaw.com
Adrienne M. Ward*
AWard@olshanlaw.com
Sahand Farahati*
SFarahati@olshanlaw.com
1325 Avenue of the Americas
New York, NY 10019
Telephone: (212) 451-2300
Facsimile: (212) 451-2222

**pro hac vice application forthcoming*

Attorneys for Plaintiff
SPH GROUP HOLDINGS, LLC
