IN THE COURT OF CHANCERY IN THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY

DAVID PORTNOY, Plaintiff, v. CRYO-CELL INTERNATIONAL, INC., a Delaware corporation, MERCEDES WALTON, GABY W. GOUBRAN, JAGDISH SHETH, Ph.D., ANTHONY P. FINCH and SCOTT CHRISTIAN, Defendants.	)	C.A. No. _____

VERIFIED COMPLAINT

Plaintiff David Portnoy ("Plaintiff") for his Verified Complaint against defendants Cryo-Cell International, Inc. ("Cryo-Cell" or the "Company") and Mercedes Walton ("Walton"), Gaby W. Goubran ("Goubran"), Jagdish Sheth, Ph.D. ("Sheth"), Anthony P. Finch ("Finch") and Scott Christian ("Christian," and together with Walton, Goubran, Sheth and Finch, the "Director Defendants" or the "Current Board") by the undersigned attorneys allege as follows:

NATURE OF THE ACTION

1. This is an action for declaratory and injunctive relief, pursuant to Section 225 of the General Corporation Law of the State of Delaware, 8 *Del. C.* § 225 ("Section 225"), to level the playing field in an election (the "Election") for control of the Company's Board of Directors (the "Board"), in which the Director Defendants breached their fiduciary duties to Plaintiff and the Company's other stockholders (collectively, the "Stockholders") by, among other things, engaging in an illegal vote buying scheme and improperly adjourning the annual meeting of the Stockholders (the "Annual Meeting") to ensure that the Director Defendants' incumbent slate of directors defeated the Plaintiff and his dissident slate of nominees.

2. Pursuant to Section 225, Plaintiff requests this Court remedy Director Defendants' self-interested, inequitable, and discriminatory conduct, and determine the outcome of the Election of the Board at the Annual Meeting.

THE PARTIES

3. Plaintiff David I. Portnoy is a natural person residing in the State of Florida. Portnoy is the beneficial owner of approximately 828,834 shares of Cryo-Cell. On June 8, 2007, Plaintiff, along with non-party Stockholders Visual Investment Corp., Partner Community, Inc., Jamie H. Zidell, Mayim Investment Limited Partnership, David W. Ruttenberg, Lynn Portnoy, Gilbert Portnoy, Mark L. Portnoy, Capital Asset Fund Limited Partnership, George Gaines, Scott D. Martin, and Steven Berkowitz (collectively, the "Portnoy Group"), filed a Proxy Statement (the "Portnoy Proxy Statement") with the Securities and Exchange Commission (the "SEC"), whereby the Portnoy Group solicited proxies to, among other things, elect Plaintiff, Mark L. Portnoy, Craig E. Fleishman, M.D., Harold D. Berger, Scott D. Martin and John Z. Yin, Ph.D. (collectively, the "Portnoy Slate") to the Board. On that date, the Portnoy Group held a beneficial interest in approximately 1,537,869 shares of common stock of Cryo-Cell, which represents approximately 13% of the Company's outstanding shares.

4. Defendant Cryo-Cell is a Delaware corporation with its principal place of business at 700 Brooker Creek Boulevard, Suite 1800, Oldsmar, Florida. Cryo-Cell was established in 1989 with its primary business being the cryopreservation of umbilical cord stem cells for family use. As of May 23, 2007, the record date for the determination of stockholders entitled to vote at the Company's Annual Meeting (the "record date"), there were 11,669,629 shares of Cryo-Cell common stock outstanding.

5. Defendant Mercedes Walton is Chairman of the Board and Chief Executive Officer ("CEO") of Cryo-Cell. Defendant Walton has served as a director of Cryo-Cell since October 2000, as Chairman of the Board since June 2002 and as Interim Chief Executive Officer between April 2003 and September 2005. Defendant Walton is operating under a three-year employment agreement, effective September 1, 2005, to serve as Cryo-Cell's CEO.

6. Defendant Gaby W. Goubran is a member of the Current Board and has served as a director of the Company since June 2002.

7. Defendant Jagdish Sheth, Ph.D. is a member of the Current Board and has served as a director of the Company since October 2002.

8. Defendant Anthony P. Finch is a member of the Current Board and has served as a director of the Company since March 2003.

9. Defendant Scott Christian is a member of the Current Board and has served as a director of the Company since April 2003.

JURISDICTION

10. This Court has jurisdiction over this action pursuant to Section 225 of the General Corporation Law of the State of Delaware, 8 *Del. C.* § 225.

FACTS RELEVANT TO ALL COUNTS

A. Cryo-Cell's Underperformance and Mismanagement Under the Leadership of the Director Defendants

11. In their June 2005 Proxy Statement, the Director Defendants set certain goals and benchmarks for the Company, including: (i) realizing annual net profits of $10 million; (ii) increasing the market price for the Company's common stock to $10.00 per share; (iii) listing the Company for trading on the Nasdaq National Market; and (iv) reaching $50 million in shareholder equity. None of these goals were achieved.

12. Since June 2005, the Company has dramatically underperformed. To begin with, the Company's operating income plunged from $3.2 million in 2004 to a loss of $3.0 million in 2006 - a negative swing of $6.2 million. As a result, the Company realized a $2.8 million net loss in the 2006 fiscal year. Additionally, under Defendant Walton's tenure as CEO, the market price of the Company's common stock decreased by over 50%, from $3.05 on August 15, 2005 to $1.48 as of July 30, 2007, without the payment of any dividends or the repurchase of any shares. Moreover, more than two years after the establishment of these corporate goals, Cryo-Cell's stock cannot be publicly traded on Nasdaq, and the Company's current market capitalization is less than $27 million, a far cry from the Director Defendant's $50 million benchmark.

13. To make matters worse, during this period of increasing losses and dismal stock performance, the Current Board increased marketing, general, and administrative expenses by approximately 106% and approved compensation increases for themselves and each year for Defendant Walton, the Chairman of the Board and the Company's CEO. Furthermore, despite Defendant Walton's failure to achieve any of the stated goals, the Director Defendants awarded her more than 400,000 options and granted her a lucrative severance package, which could provide, under certain circumstances, among other things, a cash payment of nearly 10% of the Company's annual revenues.

B. The Director Defendants Attempt to Entrench the Current Board by Unilaterally Amending the Company's Bylaws

14. In the wake of the Company's underperformance and mismanagement, and faced with mounting stockholder discontent, the Director Defendants set forth on a campaign to entrench the Current Board at the Stockholders' expense.

15. The Director Defendants' entrenchment campaign commenced on December 18, 2006 when the Current Board announced that it had, unilaterally and without the Stockholders' approval, amended the Bylaws of the Company (the "Amendments"). The Amendments limit the Stockholders' ability to hold directors accountable by placing significant substantive and procedural barriers to stockholder participation. Specifically, the Amendments (i) impose additional requirements on a stockholder seeking to bring business before the Board or nominate directors, (ii) restrict a stockholder's ability to call special meetings of Stockholders, (iii) limit the ability of a stockholder to act by written consent, and (iv) impair a stockholder's ability to amend portions of the Company's Bylaws. The Company's Amended and Restated Bylaws (the "Bylaws"), which incorporate these Amendments, are attached hereto as Exhibit 1.

C. The Stockholders Question the Sincerity and Ability of the Director Defendants

16. As news of the Director Defendants' entrenchment campaign spread, certain Stockholders began to voice their dissatisfaction with the Current Board.

17. For instance, on January 9, 2007, Andrew J. Filipowski and Matthew G. Roszak (together with the Andrew Filipowski Revocable Trust, the "Filipowski Group") wrote a letter to the Director Defendants (the "January 9th Letter"), voicing the Filipowski Group's "dismay[] by the recent actions of the Board of Directors in amending the bylaws ... without stockholder approval." The Filipowski Group characterized the Amendments as "nothing more than a way for existing management to entrench itself and to perpetuate its role with the Company and the economic benefits that go along with that." In the January 9th Letter, the Filipowski Group also "question[ed] the sincerity and ability of the current directors to provide leadership and support the stockholders' interests" and concluded that "the current Board appears determined to insulate

existing management from any meaningful accountability to stockholders." The January 9th Letter is attached hereto as Exhibit 2.

18. Thereafter, on January 31, 2007, Plaintiff David Portnoy wrote a letter to the Director Defendants (the "January 31st Letter"), advising the Current Board that the Portnoy Group was "not only dissatisfied with the performance of the Company over the last several years, but also concerned about the manner in which the [Board] has appeared to ignore the Company's and shareholders' best interests in order to satisfy the personal interests of management." Specifically, the Portnoy Group commented that the Amendments appear to have been enacted "for the sole purpose of placing substantive and procedural barrier to shareholders' action" and "serve no purpose other than to entrench the Board and make the Company less receptive to shareholders' interests." The Portnoy Group concluded the January 31st Letter by reminding the Director Defendants to "keep in mind their fiduciary responsibilities to the Company's shareholders rather than their and management's self-interest." The January 31st Letter is attached hereto as Exhibit 3.

19. Remarkably, the Director Defendants failed to address or even respond to any of the shareholder concerns raised in the January 31st Letter.

20. Thereafter, on February 20, 2007, Plaintiff wrote to Defendants Goubran, Sheth, Finch, and Christian (the "February 20th Letter"), informing these non-management members of the Current Board that certain members of the Portnoy Group had received unsolicited, unsubstantiated, but nevertheless troubling information from individuals purporting to be prior employees of the Company. The February 20th Letter explained that, while the recipients of the information had no way of verifying whether this reported information was true, these

individuals felt duty-bound to pass such information along to the non-management members of the Current Board.

21. Notwithstanding Plaintiff's repeated attempts to meet with the non-management members of the Current Board to advise them of the nature, severity, and scope of the reportedly troubling information, none of the Director Defendants responded to the February 20th Letter.

D. The Portnoy Slate Forms to Oppose the Current Board

22. Spurned by the Company's increasing losses and dismal stock performance and the Director Defendants' lack of accountability and responsiveness to the Stockholders, Plaintiff and the rest of the Portnoy Group decided it was time for a change.

23. On March 26, 2007, the Portnoy Group filed the Portnoy Proxy Statement with the SEC and notified the Company of, among other things, its intention to nominate the Portnoy Slate of directors for election at the Annual Meeting.

24. In the Portnoy Proxy Statement, the Portnoy Slate pledged to, among other things, eliminate any and all unnecessary expenses, reduce the annual cash compensation of directors by 50%, and examine the level of compensation of the Company's senior management.

25. Over the next several weeks, the Portnoy Group secured significant support among the Company's Stockholders for the election of the Portnoy Slate at the Annual Meeting.

E. The Director Defendants' Delay the Annual Meeting in Violation of the Company's Bylaws

26. Faced with the threat of losing their directorships to the Portnoy Slate, the Director Defendants delayed scheduling the Annual Meeting, in violation of the Article II, Section 2 of the Bylaws, which required the Annual Meeting to be held within six months after the close of the Company's fiscal year ending November 30, 2006.

27. Pursuant to the Bylaws that the Current Board approved only months before, the Director Defendants were required to hold the Annual Meeting on or before May 30, 2007.

28. On or about May 18, 2007, the Director Defendants announced that the Company's Annual Meeting would not be held until June 28, 2007.

29. On May 25, 2007, Plaintiff David Portnoy sent a letter to the Director Defendants inquiring why the Current Board had violated the Bylaws by not holding the Annual Meeting within the six month time frame required under the Bylaws. The Director Defendants again failed to respond.

F. The Director Defendants Engage in an Illegal Vote Buying Scheme to Secure Votes in Favor of the Management Slate

30. The Director Defendants failure to schedule the Annual Meeting within the time frame required under the Bylaws allowed the Current Board to engage in a vote buying scheme to secure additional votes in support of the Current Board's proposed slate of directors (the "Management Slate").

31. The Director Defendants' vote buying efforts concentrated initially on Andrew J. Filipowski, a wealthy entrepreneur, and the Filipowski Group; the same Group that had only a few months before "question[ed] the sincerity and ability of the current directors to provide leadership and support the stockholders' interests." On or about this time, the Filipowski Group held a beneficial interest in approximately 731,250 shares of Cryo-Cell's common stock (the "Filipowski Shares"), which represented approximately 6.27% of the Company's outstanding shares.

32. On May 25, 2007, the Director Defendants announced that they had, unilaterally and without shareholder approval, increased the size of the Board from five to six directors as of the date of the Annual Meeting. The expansion of the Board was conditioned upon the Current

Board reaching a final agreement with the Filipowski Group, whereby the Director Defendants agreed to nominate Filipowski to fill the newly-created directorship, and, in return, the Filipowski Group agreed to vote its shares in favor of the Management Slate.

33. On June 4, 2007, the Defendant Walton, acting with the approval of the other Director Defendants, and purportedly on behalf of the Company, entered into an Agreement between the Company's and the Andrew J. Filipowski Revocable Trust (the "Voting Agreement"). The Voting Agreement is attached hereto as Exhibit 4.

34. The Voting Agreement provided that the Director Defendants would nominate Mr. Filipowski to fill the newly-created directorship, and, in exchange, the Filipowski Group agreed to vote its shares in favor of the Management Slate at the Annual Meeting.

35. Assuming the Management Slate was reelected, the Voting Agreement also provided that, through the date of the 2008 annual meeting, the Filipowski Group could not, without prior written consent of the Director Defendants:

> (A) engage in any solicitation of proxies or consents to vote any voting securities of the Company in opposition to the recommendations of the [Current] Board or become a participant in any election contest with respect to the Company;
>
> (B) otherwise take any action to obtain representation on the Board, except for actions permitted expressly by this Agreement;
>
> (C) take any action that is designed to require the Company to make a public announcement regarding its strategic alternatives;
>
> (D) enter into any agreements with any third party with respect to any of the foregoing; or
>
> (E) make any public announcement with respect to any of the foregoing, except as advised by counsel to comply with applicable law and regulations.

36. By and through the Voting Agreement, the Director Defendants created a Company directorship, and thereby utilized a corporate resource, to buy the Filipowski Group's vote at the Annual Meeting and ensure that the Filipowski Group would not and could not solicit proxies or take any other actions against the Current Board through the date of the 2008 annual meeting.

37. The Director Defendants entered the Voting Agreement, without compelling justification, for the primary purpose of entrenching themselves on the Board at the expense of the Stockholders.

G. The Current Board Reschedules the Annual Meeting so that the Management Slate Could Buy as Many Votes as Possible, But Still Close the Polls Before the Company was Forced to Disclose its Substantial Quarterly Losses to the Stockholders

38. On June 8, 2007, after the Current Board finalized its Voting Agreement with the Filipowski Group, the Director Defendants announced that the Annual Meeting would be postponed 18 days, from June 28, 2007 to July 16, 2007 - more than 45 days after the deadline set forth in the Bylaws and on the last possible day that the Company was required to report its substantial quarterly losses, for the period ending May 31, 2007, to the SEC.

39. As set forth more comprehensively below, the postponement provided the Management Slate with 18 extra days to buy or otherwise secure additional votes, while still allowing the Director Defendants enough time close the polls before the Company disclosed its substantial quarterly losses to the Stockholders.

40. In their June 8, 2007 Definitive Proxy Statement, the Director Defendants' blamed the postponement on "circumstances surrounding the preparation of the Company's proxy statement."

41. As a result, the Director Defendants postponed the Annual Meeting by exactly 18 days, from June 28, 2007 to July 16, 2007, so that the Director Defendants could buy or otherwise secure as many votes as possible in favor of the Management Slate, and still close the polls before the Company was forced to disclose its substantial quarterly losses to the Stockholders.

H. The Director Defendants' Illegal Vote Buying Scheme Continues as Defendant Walton Exploits her Position of Trust and the Company's Resources to Secure Additional Votes in Favor of the Management Slate

42. With the Filipowksi Group's votes in hand, the Director Defendants' vote buying efforts shifted to another significant Stockholder, Saneron CCEL Therapeutics, Inc. ("Saneron").

43. Notwithstanding the Director Defendants' illegal vote buying scheme, as of on or about July 12, upon information and belief, and based on data gathered by the Portnoy Group's proxy solicitor, The Altman Group, Inc. (the "Portnoy Proxy Solicitor"), the Portnoy Slate held a substantial, approximately 2,100,00 vote lead over the Management Slate.

44. At that time, Saneron, a self-professed "entrepreneurial, biotechnology R&D startup company," was the beneficial owner of approximately 253,000 shares of Cryo-Cell's common stock (the "Saneron Shares"), representing approximately 2% of the Company's outstanding shares.

45. At that same time, Cryo-Cell was the owner of approximately 38% of Saneron's outstanding shares, which the Company recently valued at $684,000.

46. Prior to July 12, 2007, Saneron held the Saneron Shares on a single stock certificate (the "Saneron Stock Certificate"), which contained a legend restricting the transfer of these shares.

47. Over the past several years, Saneron repeatedly requested that the Company remove the legend and its pendent restrictions from the Saneron Stock Certificate. The Company, however, by and through the Director Defendants, steadfastly refused Saneron's repeated requests.

48. On or about July 12, 2007, Saneron's board of directors met to consider how the Saneron Shares should be voted at Cryo-Cell's upcoming Annual Meeting (the "Saneron Board Meeting").

49. Jill Taymans ("Taymans"), the Chief Financial Officer of Cryo-Cell, attended the Saneron Board Meeting. During the Saneron Board Meeting, Saneron, by and through its directors, reiterated its previous requests to remove the legend and its pendent restrictions from the Saneron Stock Certificate, but Taymans refused.

50. Upon information and belief, over the next 72 hours, the Director Defendants exploited the Company's significant ownership interest in Saneron by exerting intense pressure and undue influence on Saneron's board of directors to vote the Saneron Shares in favor of the Management Slate.

51. Specifically, on or about July 15, 2007, notwithstanding the Company's previous steadfast position, Defendant Walton agreed to remove the legend and pendent restrictions from the Saneron Stock Certificate.

52. Upon information and belief, in return for Defendant Walton's agreement to remove the legend and pendent restrictions from the Saneron Stock Certificate, Saneron agreed to vote the Saneron Shares in favor of the Management Slate.

I. The Director Defendants Create a Rule of Conduct, Inconsistent with the Bylaws, to Ensure that Defendant Walton has Complete Control Over the Annual Meeting

53. With the threat of losing the Election to the Portnoy Group looming, the Director Defendants intensified their entrenchment campaign by creating Rules of Conduct (the "Rules" or the "Rules of Conduct"), which purported to vest Defendant Walton with total control over the administration of the Annual Meeting. The Rules are attached hereto as Exhibit 5.

54. Notwithstanding the Bylaws, which explicitly provided that an annual meeting may be adjourned only "by a majority of the votes cast by the holders of shares entitled to vote thereon," the Rules of Conduct purported to bestow upon Defendant Walton absolute "authority to decide all procedural issues regarding the conduct of the meeting, including adjournment."

55. Recognizing this apparent discrepancy and the Rules' potential for abuse, counsel for the Portnoy Group sent counsel for the Company the following reminder hours before the Annual Meeting:

> One further caveat, that I assumed was implicit in the proposed rules of conduct, but that my client wanted to clarify: While 'the Chairman has the authority to decide all procedural issues regarding the conduct of the meeting including adjournments,' such authority must be exercised in accordance with the By-laws of the company, and may not be arbitrary or capricious. If you disagree, please let me know.

Counsel for the Company did not respond to this message.

J. The Annual Meeting Begins with the Portnoy Slate Holding a 500,000 Vote Lead Over the Management Slate

56. Notwithstanding the Director Defendants' illegal vote buying scheme outlined above, as of the morning of July 16, 2007, the date of the Annual Meeting, upon information and belief, and based on data gathered by the Portnoy Proxy Solicitor, the Portnoy Slate held a substantial, approximately 500,000 vote lead over the Management Slate.

57. The Annual Meeting began at 11:00 a.m., on July 16, 2007, at the Hilton Garden Inn, 4053 Tampa Road, Oldsmar, Florida.

58. The Agenda items up for consideration were (i) the election of directors, (ii) the ratification of appointment of independent registered public accountants, and (iii) the Portnoy Group's shareholder proposal to increase the Company's directors' accountability to the Stockholders by adopting substantially equivalent provisions to those set forth in SEC Proposed Rule 14a-11.

59. As set forth in the Rules of Conduct, "[i]n order that the business of the meeting be accomplished in a timely manner, discussion of the Agenda items will be limited to a total of ten minutes, unless [Defendant Walton] determines otherwise."

60. After the Agenda items were discussed, instead of calling for a vote or closing the polls, Defendant Walton delivered a lengthy presentation to the shareholders.

61. Remarkably, while her presentation mentioned the Company's approximate $787,000 net loss in the quarter ended February 28, 2007, Defendant Walton's presentation failed to address the material fact that the Company sustained losses in the amount of approximately $1,500,000 in the quarter ending May 31, 2007. Indeed, as set forth below, these latest quarterly losses were not disclosed until after Defendant Walton had closed the polls and the Annual Meeting.

62. On or before approximately 12:30 p.m., after Defendant Walton concluded her lengthy presentation, several Stockholders, including Plaintiff and counsel for the Portnoy Group, called for a vote on the Agenda items and moved to close the polls.

63. Defendant Walton declared the Stockholders "out of order" and refused their requests.

64. Thereafter, Defendant Walton called upon Cryo-Cell's Vice President of Laboratory Operations and R&D, Julie G. Allickson, to deliver another lengthy presentation.

65. On or before approximately 1:00 p.m., after Allickson concluded her presentation, several Stockholders, including Plaintiff and counsel for the Portnoy Group, renewed their previous call for a vote on the Agenda items and motion to close the polls.

66. Again, Defendant Walton declared the Stockholders "out of order" and refused their renewed requests.

67. Upon information and belief, Defendant Walton prolonged the Annual Meeting in violation of her fiduciary duties to the Stockholders so that Management Slate could buy or otherwise secure additional votes.

68. Defendant Walton's transparent efforts to prolong the Annual Meeting resulted in a flurry of Stockholder questions, objections, and comments. In response to this flurry of Stockholder inquiry and commentary, Defendant Walton provided false and/or misleading information.

69. Specifically, when asked by a Stockholder if she was aware that the Filipowski Group was in the process of soliciting and/or purchasing votes and buying shares at above market prices on behalf of the Management Slate, Defendant Walton denied any knowledge of such activity. Upon information and belief and as set forth below, Defendant Walton's denial was false and/or misleading.

70. Indeed, Defendant Walton's denial is contradicted by the fact that, at the Annual Meeting, Plaintiff saw Defendant Walton's administrative assistant, Irene Smith ("Smith"), hand a stockholder, Charles Northcutt ("Northcutt"), the name of Matthew Roszak and his number at SilkRoad Equity LLC ("SilkRoad"), a private investment firm owned and controlled by

Filipowski, and instruct Northcutt to call the number to discuss the sale of his Cryo-Cell common stock.

71. Over the course of the next approximately 30 minutes, several Stockholders, including Plaintiff and counsel for the Portnoy Group, repeatedly renewed their previous calls for a vote on the Agenda items and motions to close the polls. All the while, upon information and belief, the Director Defendants and the Filipowski Group continued to solicit and/or purchase votes on behalf of the Management Slate.

K. Defendant Walton Adjourns the Annual Meeting in Violation of the Bylaws so that the Management Slate Can Buy Additional Votes

72. Notwithstanding the Stockholders' repeated calls for a vote on the Agenda items, and over counsel for the Portnoy Group's strenuous objections, on or about 1:30 p.m., Defendant Walton adjourned the meeting (the "Adjournment") in violation of Section 8(b) of Article II of the Bylaws, which provides that a meeting of stockholders may be adjourned only "by a majority of the votes cast by the holders of shares entitled to vote thereon."

73. At or about the time of the Adjournment, upon information and belief, and based on data gathered by the Portnoy Proxy Solicitor, the Portnoy Group held at least a 33,000 vote lead over the Management Slate.

74. Upon information and belief, Defendant Walton called the Adjournment, in violation of the Bylaws and her fiduciary duties to the all shareholders, so that Management Slate could buy or otherwise secure additional votes. Indeed, Defendant Walton's Adjournment lacked compelling justification and was carried out for the primary purpose of interfering with the Stockholders' vote.

75. During the Adjournment, upon information and belief, the Management Slate continued their campaign to buy or otherwise secure additional votes.

76. Specifically, during the Adjournment, the Filipowski Group contacted a significant Stockholder, Apollo Capital Partners ("Apollo"), whose approximately 323,000 shares (the "Apollo Shares") had already been voted in favor of the Portnoy Slate.

77. During the Adjournment, the Filipowski Group agreed to purchase the Apollo Shares from Apollo at a premium of approximately 25% over the then current market price. The Filipowski Group's agreement to purchase the Apollo Shares was contingent upon Apollo submitting a subsequent proxy recasting its approximately 323,000 votes in favor of the Management Slate.

78. At on or about 3:41 p.m., as per its agreement with the Filipowski Group, Apollo submitted a subsequent proxy recasting its approximately 323,000 votes in favor of the Management Slate

L. After the Director Defendants and the Filipowski Group Bought or Otherwise Secured Enough Votes to Reelect the Management Slate, Defendant Walton Reconvenes the Annual Meeting and Immediately Closes the Polls

79. After allowing the Management Slate more than three hours to buy or otherwise secure additional votes, Defendant Walton reconvened the Annual Meeting at or about 4:45 p.m. Immediately upon reconvening the Annual Meeting, Defendant Walton called for the vote on the Agenda items and closed the polls.

80. At or about 4:45 p.m., the time at which Defendant Walton closed the polls, upon information and belief, the Management Slate held a approximate 600,000 vote lead over the Portnoy Slate.

81. Upon information and belief, Defendant Walton reconvened the Annual Meeting after the Management Slate had bought or otherwise secured a sufficient number of votes to ensure that the Management Slate was reelected.

82. At or about 4:46 p.m., seconds after reconvening, Defendant Walton closed the Annual Meeting.

M. Less than 30 Minutes After Defendant Walton Adjourns the Annual Meeting, the Company Discloses its Substantial Quarterly Losses

83. At or about 5:14 p.m., approximately 28 minutes after Defendant Walton adjourned the Annual Meeting, the Company filed its 10-Q with the SEC, which disclosed Cryo-Cell's substantial quarterly losses.

84. Upon information and belief, the Director Defendants delayed the filing of the Company's 10-Q, so that the Director Defendants could mislead and defraud the Stockholders, and avoid accountability for the Company's poor performance.

85. From the market close on July 13, the last business day before the Annual Meeting, to the market close on July 31, the Company's stock price dropped from $2.45 to $1.48, a decline of 40 percent.

N. The Election's Review and Challenge Session Reveals that the Management Slate's Proxy Solicitor Mistakenly Voted Certain Shares in Favor of the Management Slate

86. On July 31, 2007, the Inspectors of Election (the "Inspectors"), IVS Associates, Inc., held a Review and Challenge Session (the "Review Session") for the Election.

87. After the Annual Meeting, but several days prior to the Review Session, Plaintiff and another Stockholder, Duane Kime ("Kime"), discussed, among other things, the events at the Annual Meeting. Kime is the beneficial owner of approximately 29,750 shares of Cryo-Cell's common stock (the "Kime Shares").

88. During this discussion, Kime informed Plaintiff that, on or about July 12, 2007 or July 13, 2007, the Management Slate's Proxy Solicitor, Georgeson, Inc. ("Management's Proxy

Solicitor"), contacted Kime by phone. According to Kime, Management's Proxy Solicitor informed him that the call was recorded.

89. During that call, according to Kime, Management's Proxy Solicitor asked Kime if he supported the Current Board and if he would vote the Kime Shares in favor of the Management Slate. According to Kime, he responded "emphatically" by stating that he considered most of the Current Board "to be unqualified to manage a company" and that he intended to vote the Kime Shares in favor of the Portnoy Slate.

90. According to Kime, after briefly discussing Kime's comments, Management's Proxy Solicitor offered to vote the Kime Shares on his behalf and in conformity with his desire to vote for the Portnoy Slate. According to Kime, he did not authorize Management's Proxy Solicitor to vote the Kime Shares for the Management Slate.

91. Notwithstanding Kime's instructions and intentions, Management's Proxy Solicitor voted the Kime Shares in favor of the Management Slate.

O. The Purported Results of the Election

92. After the Review Session, on July 31, 2007, the Inspectors issued the Final Report of the Inspectors of Election (the "Final Report"). The Final Report is attached hereto as Exhibit 6.