

THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE REHABCARE GROUP, INC. )  
SHAREHOLDERS LITIGATION ) Consolidated  
) C.A. No. 6197 - VCL  
)

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT  
OF CLASS ACTION, SETTLEMENT HEARING, AND RIGHT TO APPEAR**

**TO: ALL PERSONS OR ENTITIES WHO HELD SHARES OF COMMON STOCK IN REHABCARE GROUP, INC. EITHER OF RECORD OR BENEFICIALLY, AT ANY TIME ON OR BETWEEN FEBRUARY 7, 2011 AND THE DATE OF THE CLOSING OF THE PROPOSED TRANSACTION.**

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF THE LITIGATION REFERRED TO IN THE CAPTION AND CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS. IF THE COURT APPROVES THE PROPOSED SETTLEMENT, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS, REASONABLENESS, OR ADEQUACY OF THE PROPOSED SETTLEMENT, AND FROM PURSUING THE SETTLED CLAIMS (AS DEFINED BELOW).**

**IF YOU HOLD SHARES OF REHABCARE GROUP, INC. FOR THE BENEFIT OF ANOTHER INDIVIDUAL OR ENTITY, PLEASE PROMPTLY TRANSMIT THIS DOCUMENT TO SUCH BENEFICIAL OWNER.**

**THE PURPOSE OF THIS NOTICE**

1. The purpose of this Notice is to inform you of a proposed settlement (the "Settlement") of the above-captioned action (the "Shareholder Action") by and among the parties to the Shareholder Action pending before the Court of Chancery of the State of Delaware (the "Court"), and of a hearing to be held before the Court, in the New Castle County Courthouse, 500 N. King Street, Wilmington, Delaware 19801, on September 8, 2011 at 10:00 a.m. (the "Settlement Hearing"). The purpose of the Hearing is to determine:
  - (a) Whether the Court should finally certify the Shareholder Action as a class action pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2), on behalf of a non-opt-out class consisting of all record holders and beneficial owners of common stock of RehabCare Group, Inc. ("RehabCare") at any time during the period from and including February 7, 2011 through and including June 1, 2011, the date of the closing of the proposed transaction described in the merger agreement executed on February 7, 2011 as amended on May 12, 2011 (the "Class Period"), including any and all of their respective successors in interest, successors, predecessors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors and successors and assigns (the "Class"). Excluded from the Class are Defendants (defined below), members of the immediate family of any Defendant, and their respective affiliates.
  - (b) Whether the Court should finally certify Norfolk County Retirement System, City of Pontiac General Employees' Retirement System and Plumbers & Pipefitters National Pension Fund as co-representatives of the Class ("Plaintiffs") and the law firms of Labaton Sucharow LLP, Motley Rice LLC and Cohen Milstein Sellers & Toll, PLLC as Co-Lead Counsel for the Class;
  - (c) Whether the Court should approve the proposed Settlement of the Shareholder Action;
  - (d) Whether the Court should enter a final judgment that, *inter alia*, will dismiss on the merits the claims asserted in the Shareholder Action against the Defendants and with prejudice as against the named Plaintiffs and the Class;
  - (e) If the Court approves the Settlement and enters such final judgment, whether the Court should grant the application of Plaintiffs' Counsel (defined below) for an award of attorneys' fees and expenses, which amount, if ordered by the Court, RehabCare or its successor in interest (or respective insurer(s)) will cause to be paid; and
  - (f) Such other matters as may properly come before the Court.

2. The Court has the right to adjourn the Settlement Hearing without further notice. The Court also has the right to approve the Settlement with or without modifications, to enter its final judgment that, *inter alia*, will dismiss the Shareholder Action on the merits and with prejudice, and to order the payment to Plaintiffs' Counsel of attorneys' fees and expenses, without further notice.

**THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY CLAIMS OR DEFENSES BY ANY OF THE PARTIES. IT IS BASED ON STATEMENTS OF THE PARTIES AND IS SENT FOR THE SOLE PURPOSE OF INFORMING YOU OF THE EXISTENCE OF THIS ACTION AND OF A HEARING ON A PROPOSED SETTLEMENT SO THAT YOU MAY MAKE APPROPRIATE DECISIONS AS TO STEPS YOU MAY WISH TO TAKE IN RELATION TO THIS ACTION.**

#### **BACKGROUND AND DESCRIPTION OF THE SHAREHOLDER ACTION**

3. On February 7, 2011, RehabCare entered into a Merger Agreement (the "Merger Agreement") pursuant to which, among other things, Kindred Healthcare, Inc. ("Kindred") was to acquire all outstanding shares of RehabCare, and each outstanding share of RehabCare common stock would convert into the right to receive merger consideration consisting of \$26.00 in cash and 0.471 shares of Kindred common stock (the "Proposed Transaction").
4. On February 15, 2011, the Norfolk County Retirement System, a stockholder of RehabCare, filed a putative class action lawsuit in the Court against RehabCare, Harry E. Rich, John H. Short, Colleen Conway-Welch, Christopher T. Hjelm, Anthony S. Pizsel, Suzan L. Rayner, Larry Warren, Theodore M. Wight (the "RehabCare Directors"), and Kindred (collectively the "Defendants"), challenging the Proposed Transaction.
5. On February 28, 2011, the City of Pontiac General Employees' Retirement System, a stockholder of RehabCare, filed a putative class action lawsuit in the Court against RehabCare, the RehabCare Directors, and Kindred, challenging the Proposed Transaction.
6. On March 4, 2011, Plumbers & Pipefitters National Pension Fund, a stockholder of RehabCare, filed a putative class action lawsuit in the Court against RehabCare, the RehabCare Directors and Kindred, challenging the Proposed Transaction.
7. On March 9, 2011 the three purported class action lawsuits in Delaware were consolidated under the caption In re RehabCare Group, Inc. Shareholders Litigation, C.A. No. 6197-VCL, and the law firms of Labaton Sucharow LLP, Motley Rice LLC and Cohen Milstein Sellers & Toll, PLLC were appointed co-lead counsel, along with Labaton Sucharow and Rosenthal Monhait & Goddess P.A. as co-liaison counsel.
8. On March 24, 2011, Kindred filed with the United States Securities and Exchange Commission ("SEC") a Registration Statement on Form S-4 containing Kindred's and RehabCare's joint proxy statement/prospectus (the "S-4").
9. On April 5, 2011, Plaintiffs filed with the Court a Verified Consolidated Amended Class Action Complaint (the "Amended Complaint").
10. On April 20, 2011, Kindred and RehabCare filed with the SEC Amendment No. 1 to the Registration Statement filed on Form S-4 containing Kindred's and RehabCare's joint proxy statement/prospectus (the "Amended S-4").
11. The Defendants and non-parties Citigroup Global Markets, Inc. and RBC Capital Markets, Inc. on a confidential basis have produced, and Plaintiffs have reviewed, hundreds of thousands of pages of documents, including electronic communications, board meeting minutes, and board presentations.
12. The Plaintiffs have conducted seven (7) depositions, including those of Paul Diaz, CEO of Kindred; John Short, CEO of RehabCare; Harry Rich, Chairman of the RehabCare Board of Directors; Theodore Wight, member of the RehabCare Board of Directors; Barry Blake, Managing Director, Head of Global Healthcare M&A at Citigroup Global Markets, Inc.; Stuart Dickson, Managing Director, Leveraged Finance Group at Citigroup Global Markets, Inc.; and Marc Daniel, Managing Director, Mergers & Acquisitions at RBC Capital Markets.

13. The Court set a date of May 23, 2011 for the hearing on Plaintiffs' Motion for Preliminary Injunction in the Shareholder Action.
14. Counsel for Defendants and counsel for Plaintiffs engaged in extensive arm's-length negotiations concerning a settlement of the Shareholder Action.
15. On May 12, 2011, the Parties reached an agreement in principle to settle the Shareholder Action and executed a Memorandum of Understanding (the "Memorandum") which provided, among other things, that (i) RehabCare and Kindred would include additional disclosures in an SEC 8-K filing, the substance of which were negotiated with Plaintiffs (the "Additional 8-K Disclosures"); (ii) that RehabCare and Kindred would amend the Merger Agreement as set forth in Exhibit 2.1 to the Form 8-K; and (iii) that RehabCare would make a payment, at and subject to the closing of the merger between Kindred and RehabCare, of \$2,500,000.00 (two million five hundred thousand dollars) in cash into a settlement pool for the benefit of the plaintiff class in the Shareholder Action, to be distributed after final approval of the settlement of the Shareholder Action. The payment is not an increase in the purchase price paid by Kindred, nor is it intended to operate as an increase in the purchase price paid by Kindred.
16. Counsel for Plaintiffs negotiated for, reviewed, and approved the Additional 8-K Disclosures.
17. On May 12, 2011, RehabCare and Kindred filed with the SEC a Form 8-K including the Additional 8-K Disclosures and Exhibit 2.1 to the Form 8-K.
18. On May 13, 2011 the parties reported to the Court that they had reached an agreement in principle to settle the Shareholder Action and provided the Court with copies of the Memorandum, the 8-K filing containing the Additional 8-K disclosures and Exhibit 2.1 to the Form 8-K.
19. Under the terms of the Memorandum, Plaintiffs were afforded additional, confirmatory discovery, including a deposition of Tony Munoz, Managing Director, Healthcare Services, RBC Capital Markets, and the option to seek the deposition of Igor Sokolovsky of Citigroup Global Markets, Inc. as necessary for Plaintiffs' Counsel to confirm the fairness and adequacy of the Settlement and the Additional 8-K Disclosures.
20. Pursuant to the Memorandum, Plaintiffs took the deposition of Tony Munoz, Managing Director, Healthcare Services, RBC Capital Markets, on May 20, 2011.
21. Having conducted and completed confirmatory discovery, Plaintiffs and Plaintiffs' Counsel have determined that a settlement of the Shareholder Action on the terms reflected in this Stipulation is fair, reasonable, and adequate to RehabCare stockholders.
22. On June 28, 2011, the Parties entered into a Stipulation of Settlement and Dismissal (the "Stipulation"), subject to the approval of the Court.

### **SUMMARY OF THE SETTLEMENT TERMS**

23. The principal terms of the Settlement are as follows:
24. In consideration for the full settlement and dismissal with prejudice of the Shareholder Action and the releases provided for herein, (i) Defendants agreed to provide additional disclosures, as reflected in the Form 8-K filed on May 12, 2011; (ii) the Defendants agreed to amend the Merger Agreement as set forth in Exhibit 2.1 to the Form 8-K filed on May 12, 2011; and (iii) Defendant RehabCare agreed to make the payment, at and subject to the closing of the merger between Kindred and RehabCare, of \$2,500,000.00 (two million five hundred thousand dollars) in cash into a settlement pool for the benefit of the plaintiff class in the Shareholder Action, to be distributed after final approval of the settlement of the Shareholder Action. This payment is not an increase in the purchase price paid by Kindred, nor is it intended to operate as an increase in the purchase price paid by Kindred. Other than any attorneys' fees and expenses that may be awarded by the Court, the Defendants shall have no other obligations, liabilities or responsibilities in connection with the Settlement except as specifically set forth in the Stipulation.
  - (a) The full terms of the Settlement are set forth in the Stipulation (see "Scope of This Notice and Further Information," below).

## DISMISSAL AND RELEASE OF CLAIMS

25. If the Settlement is approved, the Court will enter an order and final judgment (the “Judgment”), which will dismiss the Shareholder Action on the merits and with prejudice, and bar, settle, release, and completely discharge all presently accrued claims, demands, rights, actions or causes of action, potential actions, liabilities, damages, losses, obligations, judgments, suits, fees, expenses, costs, matters and issues of any kind or nature whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or not liquidated, apparent or not apparent, foreseen or unforeseen, that have been, or could have been, or in the future can or might be asserted in the Shareholder Action or in any court, tribunal or proceeding (including, but not limited to, any claims arising under federal or state statutory or common law or any other law, rule or regulation relating to alleged fraud, breach of care, breach of loyalty, breach of any fiduciary duty however labeled, misrepresentation or omission, negligence or gross negligence, “quasi appraisal,” breach of contract, breach of trust, corporate waste, ultra vires acts, unjust enrichment, improper personal benefit, aiding and abetting, violations of the federal or state securities laws, or otherwise) by or on behalf of any member of the Class, whether individual, class, derivative, representative, legal, equitable or any other type or capacity, and whether relating to the purchase, sale, or other acquisition, disposition or holding of RehabCare common stock (collectively, the “Releasing Persons”), against Defendants and/or their respective families, parent entities, associates, affiliates or subsidiaries, and each and all of their respective past, present or future officers, directors, stockholders, agents, representatives, employees, attorneys, financial or investment advisors (including Citigroup Global Markets, Inc. and RBC Capital Markets), other advisors, consultants, accountants, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, lenders, commercial bankers, trustees, engineers, insurers, co-insurers and reinsurers, associates, heirs, executors, trusts, trustees, general or limited partners or partnerships, limited liability companies, corporations, parents, subsidiaries, divisions, affiliates, associated entities, principals, managing directors, managing agents, joint ventures, managing members, members, heirs, executors, personal or legal representatives, estates, beneficiaries, distributees, foundations, fiduciaries, administrators, predecessors, predecessors-in-interest, successors, successors-in-interest, and assigns (collectively, the “Released Persons”), whether or not any such Released Persons were named, served with process or appeared in the Shareholder Action, which have arisen, could have arisen, arise now or hereafter arise out of, or relate in any manner to, directly or indirectly, the allegations, facts, events, acquisitions, matters, acts, occurrences, statements, representations, misrepresentations, omissions, or any other matter, thing or cause whatsoever, or any series thereof, embraced, involved or set forth in, or referred to or otherwise related in any way to, directly or indirectly: (i) the Proposed Transaction, or any amendment thereto; (ii) the adequacy of the consideration to be paid to RehabCare shareholders in connection with the Proposed Transaction; (iii) the fiduciary obligations of any of the Defendants or Released Persons in connection with the Proposed Transaction, or any amendment thereto; (iv) the negotiations in connection with the Proposed Transaction, or any amendment thereto, including any alleged deal protection devices; (v) the disclosures or disclosure obligations of any of the Defendants or Released Persons in connection with the Proposed Transaction; (vi) the alleged aiding and abetting of any breach of fiduciary duty; (vii) any alleged improper personal benefit, conflict of interest, improper payments of any remuneration or employment benefits to any individual made in connection with the Proposed Transaction; (viii) any alleged breaches of fiduciary duty or aiding and abetting of any such breaches in connection with the consummation of the Proposed Transaction; (ix) the matters disclosed in the Amended S-4 or in the Form 8-K filed on May 12, 2011; and (x) the allegations in the Shareholder Action (collectively, the “Settled Claims”); provided, however, that the Settled Claims shall not include (a) the right of any members of the Class to seek appraisal rights pursuant to Section 262 of the Delaware General Corporation Law; or (b) the right of any party to enforce in the Court the terms of the Stipulation.
26. The Court’s certification of the Class and approval of the Settlement, and the Final Order and Judgment to be entered by the Court, shall permanently bar and enjoin all members of the Class, individually and severally, from asserting, commencing, prosecuting, assisting, instigating, or in any way participating in the commencement or prosecution of the Settled Claims either individually, directly, representatively, derivatively, or in any other capacity.
27. The Settled Claims extend to claims that the Releasing Persons do not know or suspect to exist at the time of the release, which if known, might have affected the Releasing Persons’ decision to enter into the release. Plaintiffs expressly relinquish, and the Releasing Persons shall be deemed to have, and by operation of the Final Order and Judgment shall have, relinquished, to the extent applicable, and to the full extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which states that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

And the Plaintiffs expressly waive, and the Releasing Persons shall be deemed to have waived, and by operation of the Final Order and Judgment, shall have waived, any and all provisions, rights and benefits conferred by any law of the United States or of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code Section 1542. Plaintiffs acknowledge, and the Releasing Persons by operation of law shall be deemed to have acknowledged, that the inclusion of such claims in the definition of “Settled Claims” was separately bargained for and was a key element of the Settlement and was relied upon by each and all of the Defendants in entering into this Settlement.

28. Defendants and the Released Persons also have agreed to release Plaintiffs, Plaintiffs’ Counsel and the members of the Class in their capacities as such, from all claims arising out of the institution, prosecution, settlement or resolution of the Shareholder Action, provided, however, that the Defendants and Released Persons shall retain the right to enforce in the Court the terms of this Stipulation, and to oppose or defend any claim for appraisal rights asserted by any Class member.

### **REASONS FOR THE SETTLEMENT**

29. Plaintiffs, through their counsel, have investigated the claims and allegations asserted in the Shareholder Action, as well as the underlying events and transactions relevant to the Shareholder Action.
30. In evaluating the Settlement, Plaintiffs and Plaintiffs’ Counsel have considered: (i) the benefits to the members of the Class (as defined above) from the Settlement; (ii) the attendant risks of continued litigation and the uncertainty of the outcome of the Shareholder Action; (iii) the probability of success on the merits and the allegations contained in the Shareholder Action, including the uncertainty relating to the proof of those allegations; (iv) the desirability of permitting the Settlement to be consummated as provided by the terms of the Stipulation; and (v) the conclusion of Plaintiffs’ Counsel that the terms and conditions of the Settlement are fair, reasonable, and adequate to Plaintiffs and the Class.
31. Defendants have denied, and continue to deny, that they have committed, or aided and abetted in the commission of, any breach of duty, violation of law, or engaged in any other wrongful acts, whether or not alleged in the Shareholder Action, and expressly maintain that they have diligently and scrupulously complied with their fiduciary and other legal duties, and entered into the Stipulation and Settlement solely to eliminate the burden and expenses of further litigation.

### **TEMPORARY BAR AND INJUNCTION**

32. Pursuant to the Scheduling Order, pending final determination by the Court of whether the Settlement should be approved, Plaintiffs and all members of the Class, and any of them, and the respective heirs, executors, administrators, estates, predecessors in interest, predecessors, successors in interest, successors and assigns of any of them, and anyone claiming through or on behalf of any of them, are individually and severally barred and enjoined from asserting, commencing, prosecuting, assisting, instigating, or in any way participating in the commencement or prosecution of any action, asserting any Settled Claims, either directly, representatively, derivatively, or in any other capacity. In addition, all proceedings in this Shareholder Action, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement, have been stayed and suspended until further order of the Court.

### **THE APPLICATION FOR ATTORNEYS’ FEES AND EXPENSES**

33. Plaintiffs’ Counsel will apply to the Court for an award of attorneys’ fees and expenses in an amount not to exceed \$4,000,000 in fees and \$82,000 in expenses. Defendants reserve all rights to object to, consent to, or take no position on Plaintiffs’ Counsel’s fee and expense application.

### **RIGHT TO APPEAR AND OBJECT**

34. Plaintiffs’ Counsel will submit papers in support of the Settlement and Plaintiffs’ Counsel’s Application for an Award of Attorneys’ Fees and Expenses fifteen (15) business days before the Settlement Hearing.
35. Any member of the Class who objects to the certification of the Class or the Class representative, the Settlement, the proposed Final Order and Judgment to be entered in the Shareholder Action, and/or Plaintiffs’ Counsel’s application for an award of attorneys’ fees and expenses, or who otherwise wishes to be heard, may appear personally or by counsel at the Settlement Hearing and present evidence or argument that may be proper and relevant; *provided, however*, that no member of the Class may be heard and no papers or briefs submitted by or on behalf of any member

of the Class shall be received and considered, except by order of the Court for good cause shown, unless, no later than ten (10) business days prior to the Settlement Hearing, copies of (i) a written notice of intention to appear, identifying the name, address, and telephone number of the objector and, if represented, their counsel, (ii) a written detailed statement of such person's specific objections to any matter before the Court, (iii) proof that the objector is a member of the Class, (iv) the grounds for such objections and any reasons for such person's desiring to appear and be heard, and (v) all documents and writings such person desires the Court to consider, shall be served electronically or by hand or overnight mail upon the following counsel:

Christine S. Azar, Esq.  
LABATON SUCHAROW LLP  
300 Delaware Avenue  
Suite 1225  
Wilmington, DE 19801  
P: (302) 573-2530  
*Attorneys for Plaintiffs Norfolk County  
Retirement System and Plumbers & Pipefitters  
National Pension Fund*

John D. Hendershot  
RICHARDS, LAYTON & FINGER, P.A.  
One Rodney Square, P.O. Box 551  
Wilmington, DE 19899-0551  
(302) 651-7700  
*Attorneys for Defendants Harry E. Rich, John  
H. Short, Colleen Conway-Welch, Christopher  
T. Hjelm, Anthony S. Pizsel, Suzan L. Rayner,  
Larry Warren, Theodore M. Wight, and RehabCare Group, Inc.*

Donald J. Wolfe, Jr., Esq.  
Matthew E. Fischer, Esq.  
Ryan W. Browning, Esq.  
POTTER ANDERSON & CORROON, LLP  
1313 N. Market Street, 6th Floor  
P.O. Box 951  
Wilmington, DE 19899-0951  
(302) 984-6000  
*Attorneys for Defendant Kindred Healthcare, Inc.*

At the same time, these papers must be filed with the Register in Chancery, New Castle County Courthouse, 500 N. King Street, Wilmington, Delaware 19801. Unless the Court otherwise directs, no member of the Class shall be entitled to object to the Settlement, or to the judgment to be entered herein, or to the award of attorneys' fees and expenses to Plaintiffs' Counsel, or otherwise to be heard except by serving and filing written objections as described above. Any person who fails to object in the manner provided above shall be deemed to have waived such objection and shall forever be barred from making any such objection in the Shareholder Action or in any other action or proceeding. The parties to this litigation will submit responses, if any, to any objectors five (5) business days prior to the Settlement Hearing.

### **THE FINAL ORDER AND JUDGMENT OF THE COURT**

36. If the Court determines that the Settlement, as provided for in the Stipulation, is fair, reasonable, adequate and in the best interests of the Class, the parties to the Shareholder Action will ask the Court to enter a Final Order and Judgment, which will, among other things:
- (a) approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class and direct consummation of the Settlement in accordance with its terms and conditions;
  - (b) finally certify the Class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2);
  - (c) finally certify Plaintiffs as co-representatives for the Class;

- (d) dismiss Plaintiffs' claims with prejudice as against the named Plaintiffs and all of the members of the Class;
- (e) permanently bar and enjoin the members of the Class from instituting, commencing, prosecuting, participating in, or continuing any action or other proceeding in any court or tribunal of any jurisdiction, either directly, representatively, derivatively, or in any other capacity, asserting any Settled Claims.

In the event the Settlement is not approved, or such approval does not become final, the Settlement shall be of no further force and effect and each party shall then be returned to his, her, or its respective litigation position prior to the Settlement without prejudice and as if the Settlement had not been entered into.

**SCOPE OF THIS NOTICE**

- 37. The foregoing description of the Hearing, the Shareholder Action, the terms of the proposed Settlement and other matters described herein does not purport to be comprehensive. Accordingly, members of the Class are referred to the documents filed with the Court in the Shareholder Action. You or your attorney may examine the documents filed in the Shareholder Action during regular business hours on any business day at the office of the Register in Chancery, Delaware Court of Chancery, New Castle County Courthouse, 500 North King Street, Wilmington, Delaware 19801.
- 38. If you would like further information, you may contact the following counsel for Plaintiff:

Christine S. Azar, Esq.  
LABATON SUCHAROW LLP  
300 Delaware Avenue  
Suite 1225  
Wilmington, DE 19801  
P: (302) 573-2530

**NOTICE TO PERSONS OR ENTITIES HOLDING OWNERSHIP ON BEHALF OF OTHERS**

- 39. Brokerage firms, banks and/or other persons or entities who hold shares of RehabCare common stock for the benefit of others are requested to immediately send this Notice to all such beneficial owners. If additional copies of the Notice are needed for forwarding to such beneficial owners, any requests for such additional copies or provision of a list of names and mailing addresses of beneficial owners may be made to:

RehabCare Group, Inc. Settlement Administrator  
c/o Kurtzman Carson Consultants LLC  
P.O. Box 6177  
Novato, CA 94948-6177  
Email: RehabCare@kccllc.com

Such brokerage firms, banks and/or other persons or entities requesting additional copies will be reimbursed for documented reasonable out-of-pocket expenses incurred in providing such additional copies. Additional copies of this Notice for transmittal to beneficial owners are also available by downloading the document from the following website: [www.ReHabCareGroupSettlement.com](http://www.ReHabCareGroupSettlement.com).

**PLEASE DO NOT WRITE OR CALL THE COURT**

BY ORDER OF THE COURT

Dated: July 7, 2011