

Gentiva Securities Litigation  
Claims Administrator  
P.O. Box 3058  
Portland, OR 97208-3058

Website: www.gentivasecuritieslitigation.com  
Email: info@gentivasecuritieslitigation.com  
Toll Free: 888-593-7570  
Filing Deadline: August 25, 2015

## PROOF OF CLAIM AND RELEASE

### I. GENERAL INSTRUCTIONS

1. To be potentially eligible to recover as a member of the Settlement Class based on your claims in the action entitled *In re Gentiva Securities Litigation*, Case No. 10-CV-05064 (ADS)(SIL) (the “Action”), you must complete and, on page 7 hereof, sign this Proof of Claim and Release Form (the “Claim Form”). If you fail to timely file a properly addressed (as set forth in paragraph 3 below) Claim Form, your Claim may be rejected and you may be precluded from any recovery from the Settlement Fund created in connection with the proposed Settlement of the Action.

2. Submission of this Claim Form, however, does not assure that you will share in the proceeds of the settlement of the Action.

3. **YOU MUST MAIL YOUR COMPLETED AND SIGNED CLAIM FORM POSTMARKED ON OR BEFORE AUGUST 25, 2015:**

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PO Box 3058  
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If you are NOT a Member of the Settlement Class (as defined below and in the Notice Of Pendency Of Class Action And Proposed Settlement, Final Approval Hearing, And Motion For Attorneys’ Fees And Reimbursement Of Litigation Expenses (“Notice”)), **DO NOT** submit a Claim Form.

4. If you are a Member of the Settlement Class and you do not timely request exclusion in connection with the proposed Settlement, you are bound by the terms of any judgment entered in the Action, including the releases provided therein, **WHETHER OR NOT YOU SUBMIT A CLAIM FORM.**

### II. CLAIMANT IDENTIFICATION

If you purchased or otherwise acquired Gentiva’s publicly traded Securities, consisting of Gentiva’s publicly traded common stock, from July 31, 2008 to October 4, 2011, inclusive, and suffered alleged damages as a result, and held documents evidencing these transactions in your name, you are the beneficial purchaser as well as the record purchaser. If, however, you purchased or acquired the Securities and the transactional document(s) was/were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the third party is the record purchaser.

Use Part I of the Proof of Claim Form – entitled “Claimant Identification” – to identify each purchaser of record (“nominee”), if different from the purchaser or acquirer of the Securities which form the basis of this claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER OR PURCHASERS, OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER OR PURCHASERS, OF THE SECURITIES UPON WHICH THIS CLAIM IS BASED.**

All joint purchasers must sign this claim. Executors, administrators, guardians, conservators and trustees must complete and sign this claim on behalf of persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The last four digits of the Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

### **III. CLAIM FORM**

Use Part II of this Proof of Claim and Release – entitled “Transactions in the Securities” – to supply all required details of your transaction(s) in the Securities. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

On the schedules, provide all of the requested information with respect to all of your purchases, acquisitions, and all of your sales of the Securities whether such transactions resulted in a profit or loss. Failure to report all requested information may result in the rejection of your claim.

List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day and year of each transaction you list.

Copies of broker confirmations or other documentation of your transactions in the Securities should be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

***In re Gentiva Securities Litigation***  
**PART I: CLAIMANT IDENTIFICATION**

Beneficial Owner's First Name	MI	Beneficial Owner's Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

Joint Owner's First Name	MI	Joint Owner's Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

Entity Name (if Beneficial Owner is not an Individual)

Representative Name (if different than Beneficial Owner's listed above)

Address 1 (Street or PO Box)

Address 2 (Apartment number, Suite, Unit, etc.)

City	State	ZIP Code
<input type="text"/>	<input type="text"/>	<input type="text"/>

Foreign Province (if applicable)	Foreign Country (if applicable)
<input type="text"/>	<input type="text"/>

Area Code	Telephone Number	Area Code	Telephone Number
<input type="text"/>	- <input type="text"/>	<input type="text"/>	- <input type="text"/>
(Daytime)		(Evening)	

Last 4 digits of Claimant's Social Security Number/Taxpayer Identification Number

 OR  - 

Email Address

Account Number

Record Owner's Name (if known and different from Beneficial Owner listed above)

Check appropriate box (check only one box):

<input type="checkbox"/> Individual/Sole Proprietor	<input type="checkbox"/> Joint Owners	<input type="checkbox"/> Pension Plan
<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust
<input type="checkbox"/> IRA	<input type="checkbox"/> Other (describe: _____)	

NOTE: Separate Claim Forms should be submitted for each separate legal entity (e.g., a claim from Joint Owners should not include separate transactions of just one of the Joint Owners, an Individual should not combine his or her IRA transactions with transactions made solely in the Individual's name).

NOTICE REGARDING ELECTRONIC FILES: Certain Claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All Claimants MUST submit a manually signed paper Claim Form, whether or not they also submit electronic copies, either listing all their transactions or including a notation to see corresponding electronic file for all transactions. If you wish to file your claim electronically, you must contact the Claims Administrator at 888-593-7570, or visit their website at [www.gentivasecuritieslitigation.com](http://www.gentivasecuritieslitigation.com), to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

**Proceed to Part II of this Claim Form.**

**PART II: TRANSACTIONS IN THE SECURITIES**

**A. INITIAL HOLDINGS OF COMMON STOCK**

Provide the total number of Gentiva common stock shares held as of the close of trading on July 30, 2008:

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**B. PURCHASES AND ACQUISITIONS OF COMMON STOCK:**

List all purchases and acquisitions of Gentiva common stock from July 31, 2008 to December 30, 2011, inclusive (which includes the 90-day look back period). Be sure to attach the required documentation.

Trade Date(s) (List Chronologically) MMDDYY	Number of Shares Purchased	Purchase Price Per Share	Total Purchase Price*	Trans Type (P/R)**
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\* excluding commissions, transfer taxes or other fees  
\*\* P=Purchase, R=Received (Transfer In)

**C. SALES OR DISPOSITIONS OF COMMON STOCK:**

List all sales or dispositions of Gentiva common stock from July 31, 2008 to December 30, 2011, inclusive. Be sure to attach the required documentation.

Trade Date(s) (List Chronologically) MMDDYY	Number of Shares	Price Per Share	Total Proceeds*	Trans Type (S/D)**
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\* excluding commissions, transfer taxes or other fees  
\*\* S=Sale, D=Delivery (Transfer Out)

**D. UNSOLD HOLDINGS OF COMMON STOCK**

Provide the total number of Gentiva common stock shares held as of the close of trading on December 30, 2011:

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**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS PLEASE PHOTOCOPY THIS PAGE, WRITE YOUR NAME ON THE COPY AND CHECK THIS BOX:**

**IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES MAY NOT BE REVIEWED.**

**Proceed to Part III.**

### PART III: RELEASE OF CLAIMS AND SIGNATURE

#### Definitions

“Effective Date” means the first business day on which all of the events and conditions specified in Paragraph 11.1 of the Stipulation of Settlement (“Stipulation”) have been met and have occurred, at which time the Settlement described in this Stipulation shall become effective.

“Settling Defendants” means Gentiva Health Services, Inc., Ronald A. Malone, H. Anthony Strange, John R. Potapchuk and Eric R. Slusser.

“Judgment” means the proposed Final Judgment and Order of Dismissal with Prejudice to be rendered by the Court upon final approval of the Settlement after the Final Approval Hearing.

“Released Persons” means, collectively, each and all of the following: (a) each and every Settling Defendant; (b) the Settling Defendants’ respective present and former parents, affiliates, subsidiaries, divisions, general partners and limited partners, successors-in-interest, including, without limitation, Kindred Healthcare Inc., its subsidiaries and affiliates, and any Person in which any Settling Defendant has or had a controlling interest; and (c) the present and former members of the immediate family, heirs, principals, trustees, trusts, executors, administrators, predecessors, successors, assigns, members, agents, subsidiaries, employees, officers, managers, directors, general partners, limited partners, bankers, attorneys, accountants, auditors, representatives, estates, divisions, advisors, estate managers, indemnifiers, insurers and reinsurers of each of the Persons listed in subparts (a) and (b) of this definition.

“Released Claims” means, collectively, any and all claims (including, without limitation, Unknown Claims, described below), rights, actions, issues, controversies, causes of action, duties, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, promises, damages, and liabilities of every kind, nature and description, including both known claims and unknown claims, whether arising under federal, state or foreign law, or statutory, common or administrative law, or any other law, rule or regulation, whether asserted as claims, cross-claims, counterclaims or third party claims, whether fixed or contingent, choate or inchoate, accrued or not accrued, matured or unmatured, liquidated or un-liquidated, perfected or unperfected, whether class or individual in nature, that previously existed, currently exist, exist as of the date of the Court approval of the Settlement or that may arise in the future, that Lead Plaintiff or any Settlement Class Member asserted in the First Consolidated Amended Class Action Complaint (the “Amended Consolidated Complaint”) (or any of the original complaints, including the Consolidated Complaint) or could have asserted in the Action or in any other action or in any forum (including, without limitation, any federal or state court, or in any other court, arbitration proceeding, administrative agency or other forum, in the United States or elsewhere) that in any way arise out of, are based upon, relate to or concern the claims, allegations, transactions, facts, circumstances, events, acts, disclosures, statements, representations, omissions or failures to act alleged, set forth, referred to, involved in, or which could have been raised in the Action or the Amended Consolidated Complaint (or any of the original complaints, including the Consolidated Complaint), and that in any way arise out of, are based upon, relate to or concern the purchase, acquisition, disposition or sale of, or other transaction in, Gentiva Securities during the Settlement Class Period, including, without limitation, claims that arise out of or relate to any disclosures (including in financial statements), United States Securities and Exchange Commission filings, press releases, investor calls, registration statements, offering memoranda, web postings, presentations or any other statements made by the Settling Defendants during the Settlement Class Period. However, notwithstanding the description of Released Claims above, it is understood that former employees of Gentiva who are otherwise members of the Settlement Class and who have filed actions currently pending against Gentiva independent of this Action would not release those separate, non-securities fraud claims as a result of this Settlement. Released Claims also do not include claims to enforce the Settlement.

“Released Persons’ Claims” means all claims and causes of action of every nature and description, whether known or Unknown, whether arising under federal, state, common or foreign law, that the Released Persons could have asserted against any of Lead Plaintiff, Lead Counsel or any Settlement Class Member that arise out of or relate in any way to the institution, prosecution, or settlement of the Released Claims against Defendants, except for claims relating to the enforcement of the Settlement.

“Settlement Class” means Persons who purchased Gentiva Securities (as defined below) during the Settlement Class Period and suffered alleged damages as a result. Excluded from the Settlement Class are: (i) Gentiva and the Individual Defendants; (ii) members of the immediate family of any of the Individual Defendants; (iii) any person who was an officer or director of Gentiva during the Settlement Class Period; (iv) any firm, trust, corporation, officer, or other entity in which any Individual Defendant has or had a controlling interest; and (v) the legal representatives, agents, affiliates, heirs, successors-in-interest, or assigns of any such excluded party. Also excluded from the

Settlement Class are any Persons who otherwise satisfy the above requirements for membership in the Settlement Class, but who exclude themselves by submitting a valid request for exclusion in accordance with the requirements set forth in the Notice.

“Settlement Class Period” means July 31, 2008 and October 4, 2011, inclusive.

“Securities” or “Gentiva Securities” means Gentiva’s publicly traded common stock.

“Unknown Claims” means, collectively, any and all claims that Lead Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Claims, and any claims that any Settling Defendant does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons’ Claims which, if known by him, her or it, might have affected his, her or its decision to enter into this Settlement with and release of the Released Persons (or Lead Plaintiff, its counsel or other Settlement Class Members, as appropriate), or might have affected his, her or its decision not to object to this Settlement or not exclude himself, herself or itself from the Settlement Class. Unknown Claims include, without limitation, those claims in which some or all of the facts composing the claim may be unsuspected, undisclosed, concealed or hidden. With respect to any and all Released Claims and Released Persons’ Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Lead Plaintiff and the Settling Defendants shall expressly waive and relinquish, and each Settlement Class Member shall be deemed to have, and by operation of law and of the Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principal or common law or of international law, that is similar, comparable or equivalent in effect to California Civil Code § 1542, which provides:

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 must have materially affected his or her settlement with the debtor.

It is understood that Lead Plaintiff and the other Settlement Class Members, or any of them, may hereafter discover facts in addition to or different from those that he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims (including Unknown Claims), but Lead Plaintiff shall expressly fully, finally and forever discharge, settle and release, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of law and of the Judgment shall have, expressly fully, finally and forever discharged, settled and released any and all Released Claims against the Released Persons, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, that now exist or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, grossly negligent, reckless, deliberately reckless or intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Lead Plaintiff and the Settling Defendants acknowledge, and the Settlement Class Members by operation of law and of the Judgment shall be deemed to have acknowledged, that the foregoing waiver of Unknown Claims (and the inclusion of “Unknown Claims” in the definition of Released Claims and Released Persons’ Claims) was separately bargained for and is a material element of the Settlement.

“Gentiva” means Gentiva Health Services, Inc.

### **The Release**

I (We) understand and acknowledge that without further action by anyone, upon the Effective Date, each of the Settlement Class Members, for themselves and on behalf of each of their respective spouses, heirs, executors, beneficiaries, administrators, successors, assigns and any other Person claiming (now or in the future) through or on behalf of any of them directly or indirectly, regardless of whether such Lead Plaintiff or Settlement Class Member ever seeks or obtains by any means (including, without limitation, by submitting a Claim to the Claims Administrator) any distribution from the Net Settlement Fund, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally and forever released, relinquished, waived, discharged and dismissed each and all of the Released Claims (including Unknown Claims) against each and all of the Released Persons, and shall have covenanted not to sue any Released Person with respect to any Released Claim except to enforce the releases and other terms and conditions contained in the Stipulation or the Judgment entered pursuant thereto. The foregoing provision shall not apply to any Person who independently would be a member of the Settlement Class and timely excludes himself, herself or itself. I (We) understand and acknowledge that without further action by anyone, upon the Effective Date, each of the Settlement Class Members shall be deemed by operation of law and of the Judgment to have acknowledged, that the foregoing waiver of Unknown Claims and of the provisions, rights and benefits comparable or equivalent in effect to §1542 of the California Civil Code was separately bargained for and is a material element of the Settlement of which the release in this paragraph is a part.

**SIGNATURE AND CERTIFICATIONS**

By signing and submitting this Claim Form, the Claimant(s) or the person(s) who represents the Claimant(s) acknowledges and certifies as follows:

1. that I (we) submit this Claim Form under the terms of the Stipulation described in the Notice;
2. that I (we) submit to the jurisdiction of the United States District Court for the Eastern District of New York, with respect to my (our) claim as a Settlement Class Member and for purposes of enforcing the release set forth herein;
3. that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Action;
4. that I (we) have not submitted any other claim in this Action covering the same purchases or acquisitions of the Securities and know of no other person having done so on my (our) behalf;
5. that I (we) am (are) Settlement Class Member(s), as defined herein and in the Notice;
6. that I (we) have not filed a request for exclusion from the Settlement Class and that I (we) do not know of any request for exclusion from the Settlement Class filed on my (our) behalf with respect to my (our) transactions in the Securities at issue herein;
7. that I (we) own(ed) the Securities identified in the Proof of Claim Form, or that, in signing and submitting this Claim Form, I (we) have the authority to act on behalf of the owner(s) thereof;
8. that I (we) may be eligible to receive a distribution from the Net Settlement Fund;
9. that I (we) agree to furnish such additional information with respect to this Claim Form as the parties, the Claims Administrator or the Court may require;
10. that I (we) waive trial by jury, to the extent it exists, and agree to the Court's summary disposition of the determination of the validity or amount of the claim made by this Claim Form;
11. that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof;
12. that I (we) have included information requested above about all of my (our) transactions in the Securities during the Settlement Class Period and as otherwise requested in this Claim Form; and
13. that I (we) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(c) of the Internal Revenue Code.

**NOTE:** If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike the language that you are not subject to backup withholding in the certification above. The Internal Revenue Service does not require your consent to any provision other than the certification required to avoid backup withholding.

I (We) declare, under penalty of perjury under the laws of the United States of America, that the statements made and answers given in this Claim Form are true and correct and that the documents submitted herewith are true and genuine.

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Print Name of Claimant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Joint Claimant, if any

\_\_\_\_\_  
Print Name of Joint Claimant

\_\_\_\_\_  
Date

*If Claimant is other than an individual, or is not the person completing this form, the following also must be provided:*

\_\_\_\_\_  
Signature of Person Completing Form

\_\_\_\_\_  
Print Name of Person Completing Form

\_\_\_\_\_  
Date

\_\_\_\_\_  
Capacity of Person Signing (Executor, President, Trustee, etc.)

**REMINDER CHECKLIST**

- Please sign the Certification Section of the Proof of Claim and Release form.
- If this Claim is being made on behalf of Joint Claimants, then both must sign.
- Please remember to attach supporting documents.
- **DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS.**
- Keep a copy of your Proof of Claim and Release form and all documentation submitted for your records.
- The Claims Administrator will acknowledge receipt of your Proof of Claim and Release by mail, within 60 days. Your claim is not deemed filed until you receive an acknowledgment postcard. If you do not receive an acknowledgment postcard within 60 days, please call the Claims Administrator toll free at 888-593-7570.
- If you move, please send your new address to:

Gentiva Securities Litigation  
PO Box 3058  
Portland, OR 97208-3058

**Do not use highlighter on the Proof of Claim and Release form or supporting documentation.**

**THIS PROOF OF CLAIM MUST BE POSTMARKED NO LATER THAN AUGUST 25, 2015, AND MUST BE MAILED TO:**

Gentiva Securities Litigation  
PO Box 3058  
Portland, OR 97208-3058

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.**

**THANK YOU FOR YOUR PATIENCE.**