

EXHIBIT 11

Declaration of Jenifer Heiner

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

<p>STARLA ROLLINS and PATRICIA WILSON, on behalf of themselves, individually, on behalf of all others similarly situated, and on behalf of the Dignity Plan,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v .</p> <p>DIGNITY HEALTH, a California Non-profit Corporation, HERBERT J. VALLIER, an individual, DARRYL ROBINSON, an individual, the Dignity Health Retirement Plans Subcommittee, and JOHN and JANE DOES, each an individual, 1-20,</p> <p style="text-align: center;">Defendants.</p>	<p>Case No: 13-cv-01450-JST</p> <p>DECLARATION OF JENIFER HEINER IN SUPPORT OF PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT</p> <p>Judge: Hon. Jon. S. Tigar</p>
--	--

I, Jenifer Heiner, declare under penalty of perjury under the laws of the United States:

1. I am over twenty-one (21) years of age and a resident of Gilbert, Arizona, which is in Maricopa County.

2. I am one of the Intervenor in the above-captioned class action lawsuit (the “Action”) pursuant to the Order Granting Unopposed Motion to Intervene entered November 2, 2020, DE No. 297. I am a proposed class representative for the a proposed subclass of persons who terminated their employment with Dignity Health between April 1, 2013 and March 27, 2019, and completed at least three, but less than five, years of vesting service with respect to two different cash balance plans maintained by Dignity Health – the Value Protection Plan and the General Growth Account (the “Vesting Subclass”).

3. I have personal knowledge of the matters set forth herein and if called to do so, I could and would testify competently thereto. I submit this Declaration in support of Plaintiffs' Second Renewed Notice of Motion, Unopposed Motion for Preliminary Approval of Settlement Agreement and Certification of Settlement Class and Sub-Class.

4. I have knowledge of the matters set forth in this Declaration based on my involvement in providing my lawyers with information relevant to the claims of the Vesting Subclass in this litigation concerning the Dignity Health Pension Plan (the "Plan"), assisting Intervenor Counsel in drafting the intervention motion and staying apprised of the litigation, including the negotiations that led to the settlement.

Personal Background

3. I am a resident of Gilbert, Arizona.

4. I worked as a Anesthesia Technician at Mercy Gilbert Medical Center in Gilbert, Arizona and accrued benefits during the period from 2010 to 2015, when I had to leave work due to a disability.

5. By virtue of my employment at Mercy Gilbert Medical Center, I am a participant in the Dignity Plan, and I accrued benefits under the General Growth Account ("GGA").

My Work on Behalf of the Class

6. Last July, I spoke with Mark Kindall, an attorney at Iazard, Kindall & Raabe, LLP ("IKR"), concerning the *Rollins* litigation, the proposed settlement in the case and the Court's decision not to approve it. I reviewed information about both the case and the law firm. I signed a retainer agreement with IKR on July 22, 2020.

8. I provided Mr. Kindall with details concerning my employment with Dignity and the terms of the pension plan that I was enrolled in while I was a Dignity employee, including copies of relevant paperwork.

9. After consulting with IKR and discussing strategies for moving forward, I agreed to be an Intervenor in the *Rollins* lawsuit, and to act as a Class Representative of a subclass that included the claims of former Dignity Plan participants who left Dignity's employment with more than three but less than five years of service (the "Subclass"). I understood that this would entail, among other things: having my name in a publicly-filed complaint; ongoing engagement with my legal team; participating in discovery, including a possible deposition; participating in a potential trial; and acting at all times in the best interest of the class.

10. I reviewed and approved a draft of the Motion to Intervene on August 14, 2020, and was notified when the Court granted the motion in October of 2020.

11. In late October, Mr. Kindall sent a detailed analysis of the case and a proposed strategy for negotiating changes to the earlier settlement agreement that would be more favorable for the Subclass. After review and consultation, I approved the strategy.

12. Mr. Kindall kept me informed, by email and telephone communication, concerning the progress of negotiations with Dignity's lawyers. I also participated in a conference call with Mr. Kindall that included the other two Subclass representatives.

Support for the Settlement

13. After several rounds of negotiations that began in early November and ended just last month, Mr. Kindall conveyed an offer from the Defendants to modify

the earlier Settlement agreement to increase the amount of money to the Subclass from \$660,000 to \$950,000. The offer also included a change to the method of allocating the Subclass recovery so that each Subclass member received the same percentage of her or his forfeited benefits. Finally, the offer included protections to ensure that Subclass Members who returned to work at Dignity Health would be able to claim their prior benefit accruals on the same basis, and subject to the same break-in-service rules, as any other former Dignity employee.

14. I want to Subclass to receive the largest amount of their forfeited benefits as possible, and as a representative of the Subclass I advocated for that. However, I recognize that, if we are unable to settle the case and it goes to trial, Defendants might win, or might not be required to pay Subclass Members all of the benefits that we forfeited when we left the company. I believe that the Settlement is in the best interests of the Subclass, taking into account all of the risks that continuing the litigation would entail. Accordingly, I support the Settlement.

Support for Counsel's Fees, Litigation Expenses, and Incentive Awards

15. After I and the other representatives of the Subclass agreed to the proposed modification of the Settlement, I understand that IKR engaged in further negotiation with the attorneys for the Defendants concerning attorneys' fees and expenses and incentive awards for me and the other Subclass Representatives, and reached an agreement that any award of these amounts would be paid by the Defendants and would not reduce the \$950,000 that will be awarded to the Subclass under the Settlement.

16. I further understand that the decision to award attorneys' fees, expenses and case contribution awards is left to the Court. If the Court decides not to award the requested fees, expenses or incentive awards, that will not affect any other provisions of

the Settlement. My agreement to represent the Subclass, and my approval of the terms of the Settlement, was not based on any promise or understanding that I would receive any sort of compensation for my work on behalf of the Subclass.

17. I understand that IKR intends to ask the Court to award \$50,000 for its fees and expenses representing the Subclass. From my experience in the case and my understanding of the course of the case before I intervened in it, I have no objection to IKR's request for payment of fees and expenses.

18. I understand that IKR also intends to request \$2,500 incentive awards for me and for the other Subclass representatives. I understand that, when asking for this award, they considered my leading role in representing other members of the Subclass among my colleagues and in having my name become associated with this litigation, my contributions in framing the motion to intervene, and my consideration of the various settlement options in light of the risks of continued litigation.

19. I have taken my obligation to represent the interests of all members of the Subclass seriously. In cooperation with the other two intervening Plaintiffs and our counsel, we have worked hard to achieve the best possible result for the Subclass.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated this 1st day of March, 2021.


Jenifer Heiner