

AMENDMENT TO CLASS ACTION SETTLEMENT AGREEMENT

Plaintiffs R.O., a minor, by and through Cara O., Parent and Guardian *ad Litem*, and Jose Orozco, a minor, by and through Guardian *ad Litem*, Joanna Vega ("Plaintiffs"), on behalf of themselves and all others similarly situated, and Defendant Rady Children's Hospital-San Diego ("Rady" or "Defendant") (collectively, the "Parties"), in October 2021 entered into a CLASS ACTION SETTLEMENT AGREEMENT. By this AMENDMENT TO CLASS ACTION SETTLEMENT AGREEMENT, the Parties agree to amended and revise that agreement as follows:

1. In order to comply with the guidance provided by the California Court of Appeal in *Amaro v. Anaheim Arena Management, LLC (2021) 69 Cal.App.4th 521, 577-579*, Section XII a. of the CLASS ACTION SETTLEMENT AGREEMENT is amended and revised to read as follows:

XII. MUTUAL RELEASE, DISMISSAL OF ACTION, AND JURISDICTION

a. Plaintiffs and Class Members who fail to timely make a Request for Exclusion from the Settlement release Defendant and Released Parties from any and all claims or causes of action alleged in the Action and/or that could have been alleged in the Action, under the laws of any jurisdiction, including federal law, state law, and common law, whether at law or equity, that reasonably arise out of the same set of operative facts alleged in the Class Action Complaints filed in the R.O. Action and/or the Orozco Action. For avoidance of doubt, the scope of the Released Claims is limited to the operative facts set forth in the R.O. Class Action Complaint, the Orozco Class Action Complaint and/or the letter sent by Rady Children's Hospital – San Diego entitled "Notice of Data Security Incident," dated on or about February 21, 2020.

2. In order to correct a scrivener's error, paragraph EE. defining "Released Claim" is amended and revised to refer to Section XII rather than Section XI:

EE. "Released Claims" means the claims released by this Settlement Agreement, as set forth in Section XII.

3. The proposed Class Notice shall be revised in accordance with Exhibit A attached to this AMENDMENT TO CLASS ACTION SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, Plaintiffs and RADY have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: 11/28/2021

Cara Olsen

R.O., a minor, by and through Guardian ad Litem,
Cara O.

Plaintiff and Class Representative

Dated: _____

Jose Orozco, a minor, by and through Guardian ad
Litem, Joanna Vega

Plaintiff and Class Representative

Dated: _____

James Uli, Senior Vice President and Chief
Financial Officer

Rady Children's Hospital-San Diego


IN WITNESS WHEREOF, Plaintiffs and RADY have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: _____

R.O., a minor, by and through Guardian ad Litem,
Cara O.

Plaintiff and Class Representative

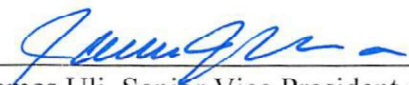
Dated: 11/29/2021



Jose Orozco, a minor, by and through Guardian ad
Litem, Joanna Vega

Plaintiff and Class Representative

Dated: 11/29/21



James Uli, Senior Vice President and Chief
Financial Officer

Rady Children's Hospital-San Diego