Exhibit B

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

M.H., M.R., and **S.M.**, on behalf of themselves and all others similarly situated, Plaintiffs, vs. **COMPREHENSIVE BREAST CARE CENTER OF TEXAS, INC. d/b/a SOLIS MAMMOGRAPHY,** Defendant.	Case No. 0:26-cv-61032-MD

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Before this Court is Plaintiffs' M.H., M.R., and S.M. (collectively "Plaintiffs") Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"). The Motion requests preliminary approval of the Parties' Settlement[1], preliminary certification of the proposed Settlement Class for settlement purposes only, and approval of the proposed Notice Plan.

The Court has reviewed the Motion and supporting papers, including the Settlement Agreement entered into between Plaintiffs and Defendant Comprehensive Breast Care Center of Texas, Inc. d/b/a Solis Mammography ("Solis" or "Defendant"), which is attached as Exhibit 1 to the Motion. Having reviewed Plaintiffs' request for preliminary approval, the proposed Settlement Agreement, together with its exhibits, and based upon the relevant papers and all prior proceedings in this matter, the Court has determined the proposed Settlement satisfies the criteria for

[1] Unless otherwise indicated, capitalized terms refer to and have the same meaning as those set forth in the Settlement Agreement ("Settlement Agreement" or "S.A."), which is attached to the Motion as **Exhibit 1**.

preliminary approval, the proposed Settlement Class should be preliminarily certified for settlement purposes only, and the proposed Notice Plan should be approved. Further, the Court preliminarily concludes that the proposed Settlement is fair, reasonable, and adequate. Accordingly, for good cause appearing in the record, **IT IS HEREBY ORDERED THAT:**

1. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) and personal jurisdiction over the parties before it. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391(b).

2. **Preliminary Approval of the Settlement.** The Settlement Agreement, including the proposed Notice Plan and forms of notice to the Settlement Class, the appointment of Plaintiffs as Class Representatives, the appointment of proposed Class Counsel as Class Counsel for the Settlement Class, the appointment of Kroll Settlement Administration LLC ("Kroll") as Settlement Administrator, the various forms of class relief provided under the terms of the Settlement Agreement, and the proposed method of distribution of Settlement Benefits, are preliminarily approved as fair, reasonable, and adequate, subject to further consideration at the Final Fairness Hearing described below. The Court finds that it will likely be able to approve the Settlement under Rule 23(e)(2) and certify the Settlement Class for purposes of judgment on the Settlement.

3. **Preliminary Certification of the Settlement Class.** Pursuant to Federal Rule of Civil Procedure 23(b)(3) and (e), and for settlement purposes only, the Court hereby provisionally certifies the following Settlement Class: all individuals residing in the United States who scheduled or rescheduled an appointment through the Website, https://www.solismammo.com/, from December 14, 2023 to November 4, 2026. Excluded from the Settlement Class are: (1) the judges presiding over the Action and members of their

families; (2) Solis and its officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Date; (4) Plaintiffs' counsel and Defendant's counsel; and (5) the successors or assigns of any such excluded natural person. This provisional certification is contingent upon entry of the Final Approval Order and Judgment and the occurrence of the Effective Date. If the Settlement does not receive final approval or the Effective Date does not occur for any reason, the certification of the Settlement Class shall be void, and the Action shall proceed as if the Settlement Class had never been certified, without prejudice to any Party's position on the issue of class certification or any other issue. Inclusion in the Settlement Class does not constitute a determination that any individual's information was intercepted, disclosed, or otherwise misused.

4. **Rule 23 Findings.** The Court preliminarily finds that, for settlement purposes only, the proposed Settlement Class meets all the requirements of Federal Rule of Civil Procedure 23(a) and (b)(3). For settlement purposes only, and based on the information provided, the Court preliminarily finds that: the Settlement Class is ascertainable; the Settlement Class consists of approximately 582,000 individuals, satisfying numerosity; there are common questions of law and fact, satisfying commonality; the Class Representatives' claims are typical of the claims of the other Settlement Class Members in that they allege they were injured by the same alleged conduct and in the same or similar ways, satisfying typicality; the Class Representatives will fairly and adequately protect the interests of the Settlement Class as they have no interests antagonistic to or in conflict with the Settlement Class and they have retained Class Counsel who are experienced and competent to prosecute this matter; questions of law and fact common to the Settlement Class predominate over any questions affecting only individual members for settlement purposes; and a class action for settlement purposes is superior to other available

methods for the fair and efficient adjudication of this Action. These findings are made solely for purposes of the Settlement and shall have no effect for any other purpose.

5. **No Admission of Liability.** Solis denies all allegations of wrongdoing and disclaims all liability with respect to all claims asserted in the Action. Neither the Settlement Agreement, nor any actions taken to carry out the Settlement, nor the Court's preliminary approval of the Settlement, the certification of the Settlement Class for settlement purposes, or the entry of this Order constitutes an admission or concession by Solis, or a finding or adjudication by the Court, of any liability, wrongdoing, or violation of law by Solis or any Released Party, or of the validity of any claim, defense, or point of fact or law. Neither the Settlement Agreement nor this Order shall be offered or received as evidence of any liability or wrongdoing of Solis or any Released Party in any proceeding, except in a proceeding to enforce the Settlement Agreement or to support a defense of release, res judicata, or collateral estoppel.
6. **Appointment of Settlement Class Representatives**. The Court hereby appoints Plaintiffs M.H., M.R., and S.M. as Class Representatives for the Settlement Class.
7. **Appointment of Class Counsel**. Pursuant to Federal Rule of Civil Procedure 23(g), the Court hereby appoints Matthew J. Langley of Almeida Law Group LLC as Class Counsel for the Settlement Class.
8. **Attorneys' Fees and Expenses**. Any motion for a Fee and Expense Award or Service Awards shall be filed no later than fourteen (14) Days before the Objection Date. Class Counsel shall cause those motions to be posted on the Settlement Website promptly upon filing.
9. **Requests for Exclusion**. Any individual within the Settlement Class who wishes to exclude themselves from the Settlement must submit a Request for Exclusion to the mailing address or email address as designated by the Settlement Administrator at any time during the Opt-Out

Period, which commences on the date the Settlement Administrator first disseminates notice to the Settlement Class and ends forty-five (45) Days later. To be valid, the Request for Exclusion must be postmarked or received by the Settlement Administrator on or before the Opt-Out Date. Requests for Exclusion must be submitted to the Settlement Administrator via U.S. Mail or email to the designated address established by the Settlement Administrator. Requests for Exclusion must be in writing; identify *M.H., et al. v. Comprehensive Breast Care Center of Texas, Inc.*, No. 26-cv-61032; state the Settlement Class Member's full name, current physical mailing address, and telephone number; include the Settlement Class Member's handwritten or electronic signature; and contain a clear statement that the Settlement Class Member wishes to be excluded from the Settlement Class. Each Request for Exclusion must be individually signed by the Settlement Class Member seeking exclusion; mass, group, or class Requests for Exclusion, and Requests for Exclusion signed only by counsel or agent, shall be invalid. Any individual within the Settlement Class who does not timely and validly request exclusion shall be bound by the terms of the Settlement Agreement, including all releases and covenants therein, and all subsequent proceedings, orders, and judgments in this Action.

10. **Effect of Exclusion**. Any Person who submits a timely and valid Request for Exclusion shall not (i) be bound by any orders or Judgment entered in this Action, (ii) be entitled to relief under the Settlement Agreement, (iii) gain any rights by virtue of the Settlement Agreement, or (iv) be entitled to object to any aspect of the Settlement Agreement.
11. **Objections**. Any Settlement Class Member may object to the Settlement Agreement by submitting a timely written objection to the Settlement Administrator or the Court on or before the Objection Date, which is forty-five (45) Days after the Settlement Administrator first

disseminates notice to the Settlement Class. All written objections must: (i) be filed with the Court or submitted to the Settlement Administrator on or before the Objection Date, provided that an objection mailed to the Settlement Administrator shall be timely if postmarked on or before that date; (ii) state the objector's full name, current physical mailing address, and telephone number; (iii) include a statement indicating whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (iv) set forth the specific grounds for the objection and all documents or writings the objector wishes the Court to consider; (v) identify any and all counsel representing the objector; (vi) state whether the objector and/or counsel will appear at the Final Fairness Hearing; (vii) identify all class action settlements to which the objector or the objector's counsel has objected in the preceding five (5) years; and (viii) include the objector's personal signature. Unless the Court orders otherwise, any Settlement Class Member who does not make their objection(s) in the manner and by the date set forth in the Settlement Agreement shall be deemed to have waived any objections and shall be forever barred from raising such objections. The exclusive means for any challenge to this Settlement Agreement shall be through the objection process described in the Settlement Agreement; no collateral attack shall be permitted.

12. **Appointment of Settlement Administrator**. The Court hereby appoints Kroll as the Settlement Administrator, to perform the duties and responsibilities set forth in the Settlement Agreement and this Order.

13. **Approval of Notice Plan**. The Court approves, as to the form and content, the Notice Plan, including the Claim Form, Email Notice, Postcard Notice, and Long Form Notice as set forth in the Settlement Agreement, the exhibits thereto, and the Declaration of Kroll Settlement Administration LLC attached to the Motion as Exhibit 3. The Court finds that such Notice Plan

meets the requirements of Federal Rule of Civil Procedure 23(c)(2) and (e)(1), the Due Process Clause of the United States Constitution, and any other applicable legal requirements, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to such notice. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

14. **CAFA Notice.** The Settlement Administrator shall prepare and send all notices that are required by the Class Action Fairness Act of 2005 ("CAFA") as specified in 28 U.S.C. § 1715, and all associated costs shall be paid from the Settlement Fund. Class Counsel and Defendant's Counsel shall cooperate promptly and fully in the preparation of such notices, including providing the Settlement Administrator with any and all information in their possession necessary for the preparation of these notices. Defendant shall ensure that the notices required by 28 U.S.C. § 1715(b) are served within ten (10) Days after the proposed Settlement is filed with the Court, and shall provide notice to Class Counsel of compliance with the CAFA requirements within ten (10) Days of providing such notice.

15. **Claims Process and Distribution of Cash Benefits**. The Settlement Agreement establishes a process for assessing and determining the validity and value of claims and a methodology for paying Settlement Class Members that submit a timely, valid Claim Form. The Court preliminarily approves this process. Settlement Class Members that qualify for and wish to submit a Claim Form shall do so on or before the Claims Deadline in accordance with the requirements and procedures specified in the Settlement Agreement, including the Claim Form. If the Settlement is finally approved, all Settlement Class Members that qualify for any monetary benefit under the Settlement that requires submission of a claim but fail to submit a

claim in accordance with the requirements and procedures specified in the Settlement, including the Claim Form, shall be forever barred from receiving any such monetary benefit, but will in all other respects be subject to and bound by the provisions of the Settlement, including the releases included in the Settlement, and the Final Approval Order and Judgment.

16. **Stay of Proceedings**. Except as necessary to effectuate this Order and the Settlement Agreement, all proceedings and deadlines in this Action are stayed and suspended pending the Final Fairness Hearing and the issuance of the Final Approval Order and Judgment, or until further order of this Court.

17. **Termination of the Settlement and Use of this Order**. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of Plaintiffs and Defendant, all of whom shall be restored to their respective positions in the Action as it existed immediately before execution of the Settlement Agreement, if the Settlement is not finally approved by the Court, the Effective Date does not occur, or the Settlement is terminated in accordance with the terms of the Settlement Agreement. In that event, the certification of the Settlement Class shall be void, the Action shall proceed as if the Settlement Class had never been certified, and no Party shall be deemed to have waived any position on class certification or any other issue. Any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, nunc pro tunc.

18. **Final Fairness Hearing.** A Final Fairness Hearing shall be held before the Court on [DATE]. No order granting final approval shall be entered before expiration of the waiting period prescribed by 28 U.S.C. § 1715(d). The hearing shall address the following matters:

a. To determine whether the proposed Settlement is fair, reasonable, and adequate to the Settlement Class and should be finally approved by the Court;

b. To determine whether to grant final approval of the Settlement;

c. To determine whether the Notice Plan as conducted was appropriate;

d. To determine whether the claims process under the Settlement is fair, reasonable, and adequate and should be approved by the Court;

e. To determine whether any Fee and Expense Award and/or Service Awards to each Class Representative should be approved by the Court;

f. To determine whether the Settlement Benefits are fair, reasonable, and adequate; and

g. To rule upon such other matters as the Court may deem appropriate.

19. **Continuance of Final Fairness Hearing.** The Court reserves the right to adjourn or continue the Final Fairness Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator.

20. **Summary of Deadlines.** The Settlement, as preliminarily approved in this Order, shall be administered according to the terms of the Settlement Agreement pending the Final Fairness Hearing. Deadlines arising under the Settlement and this Order include, but are not limited to, the following:

EVENT	**DATE**
Notice Date	Within 14 Days after the date of this Order
Fee/Expense Motion	14 Days before Objection Date

Service Award Motion	14 Days before Objection Date
Objection Date	45 Days after Notice Date
Opt-Out Date	45 Days after Notice Date
Claims Deadline	60 Days after Notice Date
Final Approval Motion	21 Days before Final Fairness Hearing
Service Awards Payment	Within 30 Days after the Effective Date
Fee and Expense Award Payment	Within 14 Days after the Effective Date

IT IS SO ORDERED this ___ day of _____, 2026.

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United States District Judge