Exhibit F

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement" or "Agreement"), dated November 10, 2026, is entered into by and between Plaintiffs M.H., M.R., and S.M. (collectively, "Plaintiffs" or "Class Representatives"), individually and on behalf of the Settlement Class (as defined below), and Comprehensive Breast Care Center of Texas, Inc. d/b/a Solis Mammography ("Solis" or "Defendant," and together with Plaintiffs, the "Settling Parties"). This Agreement is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle all of the Released Claims (as defined in Section 2.34) upon and subject to the terms and conditions hereof, and subject to the Court's approval.

1. RECITALS

1.1. WHEREAS, Solis owns and operates the Website (as defined in Section 2.48);

1.2. WHEREAS, Plaintiffs have filed the Action against Solis;

1.3. WHEREAS, the Action arises out of Solis's alleged use on the Website of web analytics technologies, including Google Analytics, Google Tag Manager, and other tracking tools, through which Plaintiffs allege Solis transmitted certain information about Plaintiffs and Class Members (as defined in Section 2.42) to third parties, including Google, without their consent;

1.4. WHEREAS, Solis denies the claims asserted against it in the Action, denies all allegations of wrongdoing and liability, and denies all material allegations of the operative complaints filed in the Action;

1.5. WHEREAS, before entering into this Settlement Agreement, Plaintiffs, by and through their respective counsel, conducted a thorough examination, investigation, and evaluation of the relevant law, facts, and allegations to assess the merits of the claims and potential claims to determine the strength of liability, potential remedies, and all defenses thereto;

1.6. WHEREAS, this Settlement Agreement was reached as a result of extensive arm's-length negotiations between the Settling Parties and their counsel, and after mediation with a respected mediator, Jill Sperber, Esq. of Judicate West, before and after the exchange of information sufficient to permit Plaintiffs and their counsel to evaluate the claims and potential defenses and to meaningfully conduct informed settlement discussions;

1.7. WHEREAS, Plaintiffs and Class Counsel (as defined in Section 2.10), on behalf of the Settlement Class (as defined in Section 2.41), have concluded, based upon their investigation, and taking into account the contested issues involved, the expense and time necessary to prosecute the Action through trial, the risks and costs associated with further prosecution of the Action, the uncertainties of complex litigation, and the substantial benefits to be received pursuant to this Settlement Agreement, that a settlement with Solis on the terms set forth herein is fair and reasonable and in the best interest of Plaintiffs and the Settlement Class;

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1.8. WHEREAS, Solis has similarly concluded that this Settlement Agreement is desirable to avoid the time, risk, and expense of defending protracted litigation, and to resolve finally and completely the claims of Plaintiffs and the Settlement Class; and

1.9. WHEREAS, this Settlement Agreement, whether consummated or not, and any actions or proceedings taken pursuant to this Settlement Agreement, are for settlement purposes only, and Solis specifically denies all wrongdoing and any liability in connection with the Action;

1.10. NOW, THEREFORE, IT IS HEREBY AGREED, by and between the Settling Parties, that, subject to the approval of the Court, the Released Claims shall be fully and finally settled, compromised, and released, on the following terms and conditions:

2. DEFINITIONS

As used in this Agreement, the following terms have the meanings specified below:

2.1. "Action" shall mean *M.H., et al. v. Comprehensive Breast Care Center of Texas, Inc.*, No. 26-cv-61032, pending in the United States District Court for the Southern District of Florida.

2.2. "Administrative Expenses" means all the actual and reasonable expenses incurred in the administration of this Settlement, including, without limitation, all Notice Expenses, locating Settlement Class Members, and providing notice to Settlement Class Members, determining the eligibility of any person to be a Settlement Class Member, administering and processing Settlement Class Member claims and Claim Forms, and administering, calculating, and distributing the Settlement Fund to the Claimants with Approved Claims.

2.3. "Agreement," "Settlement" or **"Settlement Agreement"** means this Class Action Settlement Agreement and Release, including all exhibits and appendices hereto.

2.4. "Approved Claim(s)" means a claim as evidenced by a Claim Form submitted by a Settlement Class Member that (a) is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement; (b) is personally signed or electronically verified by the Settlement Class Member; (c) satisfies the conditions of eligibility for a Settlement Benefit as set forth herein; and (d) has been approved by the Settlement Administrator.

2.5. "Business Day(s)" means any day other than a Saturday, Sunday, or federal holiday.

2.6. "Claimant" means a Settlement Class Member who submits a Claim Form for a Settlement Payment.

2.7. "Claim Form" means the form attached hereto as Exhibit A, as approved by the Court. The Claim Form must be completed and submitted or postmarked on or before the Claims Deadline to be eligible for the benefits described herein. The Claim Form shall require a verification by the Settlement Class Member with a statement that the claim is true and correct to the best of his or her knowledge and belief, but shall not require notarization or any other form of verification. The Claim Form shall be available for download from the Settlement Website and shall be mailed in hardcopy to a Settlement Class Member upon request by the Settlement Class Member to the Settlement Administrator.

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2.8. "Claims Deadline" means the date by which all Claim Forms must be received or postmarked to be considered timely, which shall be sixty (60) Days after the Notice Date. The Claims Deadline shall be clearly set forth in the Long Form Notice, the Email Notice, the Postcard Notice, the Claim Form, and the Preliminary Approval Order.

2.9. "Claims Period" means the period during which Settlement Class Members may submit Claim Forms to receive their given share of the Settlement Benefits, commencing on the Notice Date and ending on the Claims Deadline.

2.10. "Class Counsel" means attorney Matthew J. Langley of Almeida Law Group LLC.

2.11. "Court" means the court in which the Action is proceeding, the United States District Court for the Southern District of Florida.

2.12. "Day(s)" means, for a period expressed in "day(s)," the number of calendar days identified in the period, excluding the day of the event that triggers the period, but including the last day of the period except when the last day is a Saturday, Sunday, or legal holiday, in which case the period runs until the end of the next day that is not a Saturday, Sunday, or legal holiday.

2.13. "Defendant's Counsel" means Jana S. Farmer, Wisaal Jahangir, and David Ross of Wilson Elser Moskowitz Edelman & Dicker LLP.

2.14. "Effective Date" means the first date on which each of the following events has occurred: (i) the Court has entered the Final Approval Order; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review (such occurrence is defined as "Final"). Notwithstanding the above, any order modifying or reversing any Fee and Expense Award or Service Award made in this case shall not affect whether the Judgment is Final as defined herein or any other aspect of the Judgment.

2.15. "Email Notice" means the email notice substantially in the form attached hereto as Exhibit B, directing recipients to the Settlement Website and informing Settlement Class Members of the Claims Deadline, Opt-Out Date, Objection Date, and the date of the Final Fairness Hearing.

2.16. "Fee and Expense Award" means the amount of attorneys' fees and reimbursement of Litigation Costs awarded by the Court to Class Counsel from the Settlement Fund.

2.17. "Final Approval Order" means the order the Court enters following the Final Fairness Hearing, finally approving this Settlement Agreement and permanently barring and enjoining the Releasing Parties from asserting any Released Claims against the Released Parties, substantially in the form attached hereto as Exhibit D.

2.18. "Final Fairness Hearing" means the hearing at which the Settling Parties will request Final Approval of the Settlement, where objections to the Settlement may be heard, and where Class Counsel will request that the Court approve the Fee and Expense Award and any Service Awards.

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2.19. "Judgment" means the judgment to be entered by the Court, which will be posted on the Settlement Website upon being entered. The Judgment must be substantially similar to the form attached hereto as Exhibit E.

2.20. "Litigation Costs" means reasonable litigation costs and expenses incurred by Class Counsel in connection with commencing, prosecuting, and settling the Action, and obtaining an order of final judgment.

2.21. "Long Form Notice" means the long form notice of settlement, substantially in the form attached hereto as Exhibit F.

2.22. "Net Settlement Fund" means the amount remaining in the Settlement Fund after payment of: (i) Administrative Expenses; (ii) any Taxes; (iii) any Service Awards approved by the Court; and (iv) any Fee and Expense Award approved by the Court.

2.23. "Notice Date" means the date upon which the Settlement Administrator first disseminates notice to the Settlement Class, which shall be within fourteen (14) Days after entry of the Preliminary Approval Order.

2.24. "Notice Expenses" means all reasonable costs and expenses expended in the execution of the Notice Plan, including (i) all costs and expenses incurred in connection with preparing, printing, mailing, disseminating, posting, promoting, emailing, hosting on the Internet, and publishing the Settlement Class Notice, and (ii) any other reasonable and necessary notice-related expenses.

2.25. "Notice Plan" means the plan described in this Agreement for disseminating notice to the Settlement Class Members of the terms of this Agreement and the Final Fairness Hearing.

2.26. "Objection Date" means the date by which Settlement Class Members must provide written objections to the Settlement Administrator, which shall be forty-five (45) Days after the Notice Date.

2.27. "Opt-Out Date" means the date by which Settlement Class Members must submit a Request for Exclusion from the Settlement Class for that request to be effective. The postmark or email receipt date shall constitute evidence of the date of submission. The Opt-Out Date is forty-five (45) Days after the Notice Date.

2.28. "Opt-Out Period" means the period during which a Settlement Class Member may submit a Request for Exclusion from the Settlement Class, which shall commence on the Notice Date and expire on the Opt-Out Date.

2.29. "Participating Settlement Class Member" means a Settlement Class Member who submits an Approved Claim for their given share of the Settlement Benefits pursuant to the terms and conditions of this Agreement.

2.30. "Parties" means the Plaintiffs and Defendant.

2.31. "Person(s)" means any individual, corporation, trust, partnership, limited liability company, or other legal entity and their respective predecessors, successors, or assigns, or, in the case of individuals, their personal representative or guardian.

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2.32. "Postcard Notice" means the postcard notice substantially in the form attached hereto as Exhibit C, directing recipients to the Settlement Website and informing Settlement Class Members of the Claims Deadline, Opt-Out Date, Objection Date, and the date of the Final Fairness Hearing.

2.33. "Preliminary Approval Order" means the Court's order preliminarily approving the Settlement without material modifications to the proposed order or this Agreement that are unacceptable to the Settling Parties. A proposed Preliminary Approval Order is attached to this Agreement as Exhibit G.

2.34. "Released Claims" means any and all claims or causes of action of every kind, whether known or unknown, under any federal, state, or local statute, regulation, or common law, and whether for damages, restitution, disgorgement, penalties, declaratory judgment, declaratory relief, injunctive relief, or any other legal or equitable relief, that were asserted, or could have been asserted, based on the factual allegations in the Action or arising from conduct occurring on or before November 4, 2026, relating to the collection, storage, interception, dissemination, disclosure, sharing, or use of data transmitted to or from the Website, including through any tracking, analytics, pixel tag, or advertising technologies. Released Claims do not include: (i) medical malpractice, bodily injury, personal injury, wrongful death, or property-damage claims; (ii) claims to enforce this Agreement; or (iii) claims of Settlement Class Members who timely and validly exclude themselves from the Settlement Class.

2.35. "Released Parties" means Solis and each of its present and former parents and ultimate parent companies, subsidiaries, divisions, departments, affiliates, predecessors, successors, assigns, insurers (including Cowbell Cyber Inc. and Palomar Excess and Surplus Insurance Company), and reinsurers, and each of the foregoing's parent companies, management companies, administrators, directors, officers, trustees, shareholders, managers, and board members. The Released Parties do not include any third-party company that collected, received, used, purchased, or sold personal information or tracking data obtained through the tracking technology at issue in the Action, including but not limited to Google and Meta Platforms.

2.36. "Releasing Parties" means Plaintiffs and any Person in the Settlement Class, including those not submitting a claim for a Settlement Payment.

2.37. "Request for Exclusion" means the written communication by or on behalf of an individual who would otherwise be a Settlement Class Member in which he or she requests to be excluded from the Settlement Class pursuant to the terms of this Agreement. The deadline to submit a Request for Exclusion is the Opt-Out Date.

2.38. "Service Award(s)" means the amount of remuneration to be paid to each of the Class Representatives in recognition of their efforts on behalf of the Settlement Class, in an amount to be ordered by the Court, as set forth in Section 11.

2.39. "Settlement Administrator" means the qualified third-party administrator agreed to by the Settling Parties and approved and appointed by the Court in the Preliminary Approval Order to administer the Settlement, including providing the Notice. The Settling Parties agree to perform a good-faith search and select a Settlement Administrator to: design,

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consult on, and implement the Notice Plan and related requirements of this Agreement; implement the Settlement Website; oversee the submission and review of Claim Forms; and perform related tasks pursuant to this Agreement, subject to the Court's approval. Neither Party's approval of the Settlement Administrator shall be unreasonably withheld.

2.40. "Settlement Benefit(s)" means any Settlement Payment, the Business Practices Changes set forth in Section 5.1 herein, and any other benefits Settlement Class Members receive pursuant to this Agreement, including non-monetary benefits and relief.

2.41. "Settlement Class" means 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) Class Counsel and Defendant's Counsel; and (5) the successors or assigns of any such excluded natural person.

2.42. "Settlement Class Member" or **"Class Member"** means a Person who falls within the definition of the Settlement Class and who does not submit a valid and timely Request for Exclusion by the Opt-Out Date.

2.43. "Settlement Class Notice" or **"Notice"** means the form of Court-approved notice of this Agreement that is disseminated to the Settlement Class. The Settlement Class Notice shall include the Email Notice, the Postcard Notice, the Long Form Notice, and the Settlement Website.

2.44. "Settlement Fund" means the non-reversionary sum of $3,000,000.00 (Three Million Dollars and No Cents) to be paid by or on behalf of the Defendant as specified in Section 4.6 of this Agreement, including any interest accrued thereon after payment. The Settlement Fund shall be used to pay for: (i) Settlement Payments; (ii) Administrative Expenses; (iii) Taxes; (iv) any Service Awards approved by the Court; and (v) any Fee and Expense Award approved by the Court. The $3,000,000.00 is the total amount that Defendant and Released Parties are obligated to pay into the Settlement Fund, and they shall not be liable or responsible for any other sums under this Settlement Agreement.

2.45. "Settlement Payment" means any cash payment made to a Participating Settlement Class Member on an Approved Claim pursuant to Sections 5.2 and 6.1 herein.

2.46. "Settlement Website" means the internet website, the URL for which shall be mutually selected by the Settling Parties, that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines, and related information, and shall provide Settlement Class Members with the ability to submit a Claim Form online. The content of the Settlement Website will be provided for review to Solis at least five (5) Business Days prior to the go-live of the Settlement Website, and Solis shall have the right to request reasonable modifications.

2.47. "Taxes" means (i) any and all applicable taxes, duties, and similar charges imposed by a government authority arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund; (ii) any other taxes, duties, and

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similar charges imposed by a government authority relating to the Settlement Fund that the Settlement Administrator determines are or will become due and owing; and (iii) any and all expenses, liabilities, and costs incurred in connection with the taxation of the Settlement Fund.

2.48. "Website" means https://www.solismammo.com/ and any associated websites, subdomains, successor domains, redirected URLs, microsites, and landing pages, which Solis utilized, controlled, or operated from December 14, 2023 to November 4, 2026.

3. SETTLEMENT CLASS CERTIFICATION

3.1. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class, subject to the approval of the Court, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should (1) the Settlement not receive final approval from the Court, or (2) the Effective Date 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 Settling Party's position on the issue of class certification or any other issue. The Settling Parties further stipulate to designate the Class Representatives as the representatives for the Settlement Class.

4. TERMS OF SETTLEMENT

4.1. It is hereby stipulated and agreed, by and among Plaintiffs, individually and on behalf of the Settlement Class, and Solis, that, subject to Court approval, the Action and Released Claims shall be finally and fully compromised, settled, and released, and that the Judgment and Final Approval Order shall be entered subject to the terms and conditions of this Settlement Agreement.

4.2. Preliminary Approval. Class Counsel shall submit this Agreement to the Court and shall move the Court to enter the Preliminary Approval Order, in the form attached as Exhibit G.

4.3. Cooperation. The Settling Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps to accomplish all requirements of this Agreement on the schedule set by the Court, subject to the terms of this Agreement.

4.4. Final Approval. Class Counsel shall move the Court for final settlement approval and entry of the Final Approval Order and Judgment, including a permanent injunction as described in Section 13.1, no later than twenty-one (21) Days prior to the Final Fairness Hearing.

4.5. Releases.

4.5.1. The Release. Upon the Effective Date, each Releasing Party shall be deemed to have released, acquitted, and forever discharged Solis and each of the Released Parties from any and all Released Claims. Upon the Effective Date, each and every Releasing Party shall be permanently barred and enjoined from initiating, asserting,

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and/or prosecuting any Released Claim(s) against any of the Released Parties in any court, arbitration, tribunal, forum, or proceeding. Notwithstanding the foregoing, the releases and injunction provided by this Section shall not become operative unless and until Solis has deposited or caused to be deposited the entire Settlement Fund as required by Section 4.6.1.

4.5.2. Exclusive Remedy. This Agreement shall be the sole and exclusive remedy of the Releasing Parties against any of the Released Parties relating to any and all Released Claims.

4.5.3. Waiver of Unknown Claims. With respect to the Released Claims only, the Class Representatives expressly waive and relinquish any and all rights and benefits which they may have under, or which may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, and any similar laws of any state, jurisdiction, or territory, as it relates to the subject matter of the releases in this Agreement. Said Section 1542 provides:

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

Each Class Member acknowledges that they may hereafter discover facts different from, or in addition to, those which they know or believe to be true with respect to the Released Claims but expressly agree that this Agreement shall remain in full force and effect notwithstanding such discovery. Upon the Effective Date, each other Releasing Party shall be deemed to have waived, to the fullest extent permitted by law, any rights under Section 1542 or any similar law with respect to unknown claims that fall within the Released Claims, it being understood that this waiver does not expand the Released Claims beyond the definition set forth in Section 2.34.

4.5.4. Jurisdiction of the Court. Without affecting the finality of the Final Approval Order and Judgment in any way, and even after the Effective Date, the Court shall retain exclusive and continuing jurisdiction over the implementation of the Settlement, the Action, the Settling Parties, Settlement Class Members, and the Settlement Administrator in order to interpret and enforce the terms, conditions, and obligations of this Agreement.

4.6. Settlement Fund.

4.6.1. Deposit. Defendant shall pay, or cause to be paid, Five Hundred Thousand Dollars ($500,000.00) into the Settlement Fund within thirty (30) Days after the Court enters the Preliminary Approval Order. Defendant shall pay, or cause to be paid,

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the remaining Two Million Five Hundred Thousand Dollars ($2,500,000.00) into the Settlement Fund within seven (7) Days following the Effective Date.

4.6.2. Custody of Settlement Fund. The Settlement Fund shall be deposited in an appropriate trust account established by the Settlement Administrator pursuant to the terms and conditions set forth herein, and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned to those who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated, or cancelled. In the event this Settlement Agreement is voided, terminated, or cancelled: (i) the Class Representatives and Class Counsel shall have no obligation to repay any Administrative Expenses paid or incurred in accordance with the terms of this Agreement; (ii) any amounts remaining in the Settlement Fund after payment of Administrative Expenses, including all interest earned on the Settlement Fund net of any Taxes, shall be returned to Defendant and/or Defendant's insurer, to the extent of payments made on behalf of the Defendant; and (iii) no other person or entity shall have any further claim to such amounts.

4.6.3. Non-Reversionary. This Settlement is not a reversionary settlement. As of the Effective Date, all rights of Defendant in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is voided, cancelled, or terminated. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned to Defendant.

4.6.4. Use of the Settlement Fund. As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for: (i) all Administrative Expenses; (ii) any Taxes; (iii) any Service Awards; (iv) any Fee and Expense Award; and (v) Settlement Payments pursuant to the terms and conditions of this Agreement.

4.6.5. Payment/Withdrawal Authorization. No amounts from the Settlement Fund may be withdrawn unless (i) expressly authorized by this Settlement Agreement and Class Counsel, or (ii) approved by the Court. The Settling Parties, by agreement, may authorize the periodic payment of actual reasonable Administrative Expenses from the Settlement Fund as such expenses are invoiced without further order of the Court. Before the Effective Date, no payment other than Notice Expenses and Administrative Expenses shall be made from the Settlement Fund without Solis's prior written consent. The Settlement Administrator shall provide Class Counsel and Defendant with notice of any withdrawal or other payment the Settlement Administrator proposes to make from the Settlement Fund before the Effective Date at least seven (7) Days prior to making such withdrawal or payment.

4.6.6. Payments to Class Members. The Settlement Administrator, subject to such supervision and direction of the Court and/or Class Counsel as may be necessary or as circumstances may require, shall administer and/or oversee distribution of the Settlement Fund to Participating Settlement Class Members pursuant to this Agreement and the Preliminary Approval Order. Defendant's Counsel will be provided reasonable notice of each proposed distribution and the Settlement

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Administrator and Class Counsel shall consider in good faith any comments timely provided by Defendant's Counsel.

4.6.7. Treasury Regulations & Fund Investment. The Settling Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes owed with respect to the Settlement Fund. The Settling Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in one or more interest-bearing accounts insured by the Federal Deposit Insurance Corporation ("FDIC") at a financial institution determined by the Settlement Administrator and approved by the Parties. Funds may be placed in a non-interest bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties. The Defendant shall not be liable for the Settlement Administrator's failure to establish the required qualified settlement fund or its failure to perform any act falling within this paragraph.

4.6.8. Taxes. All Taxes relating to the Settlement Fund shall be paid out of the Settlement Fund, shall be considered an Administrative Expense, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Settling Parties and their counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Settling Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

4.7. Limitation of Liability.

4.7.1. Solis and its counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission, or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of, the Settlement Fund; (vi) the payment or withholding of any Taxes, expenses,

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and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns; or (vii) any sums or amounts in excess of the Settlement Fund. Nothing in this Section limits Solis's liability for material breach of this Agreement (following written notice and a thirty (30) Day opportunity to cure), failure to satisfy its funding obligations, materially inaccurate representations or warranties, fraud, or willful misconduct; provided, however, that Solis's aggregate liability under this Agreement shall not exceed the total Settlement Fund amount.

4.7.2. Class Representatives and Class Counsel shall not have any liability whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of, the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

4.7.3. The Settlement Administrator shall indemnify and hold Class Counsel, the Settlement Class, Class Representatives, Solis, and Defendant's Counsel harmless for (i) any act or omission or determination of the Settlement Administrator, or any of the Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of, the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

5. SETTLEMENT BENEFITS

5.1. Business Practices Changes. Without admitting any liability or wrongdoing, Solis agrees that, as of the Effective Date and for a period of three (3) years following the Effective Date, it shall not deploy Google Analytics, Google Tag Manager, or any cross-context behavioral advertising tracking technologies on the appointment-scheduling pages of the Website in a manner that unlawfully transmits protected health information to third parties. For the avoidance of doubt, sharing with service providers subject to a Business Associate Agreement does not constitute unlawful sharing or transmission of PHI. Subject to the restrictions in this Section, Solis may use analytics, advertising, or other digital tools, including third-party services, on the unauthenticated public pages of the Website. Any inadvertent or immaterial deviation from the foregoing, if promptly corrected upon discovery, shall not constitute a breach of this Agreement. The sole remedy for any alleged non-compliance with this Section shall be a motion to enforce before the Court, which may be brought only after written notice to Defendant's Counsel identifying the alleged non-compliance and a sixty (60) Day opportunity to cure.

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5.2. Settlement Payments. All Settlement Class Members must submit a valid Claim Form in order to receive a Settlement Payment. Claims will be subject to review for completeness and plausibility by the Settlement Administrator. For claims deemed invalid, the Settlement Administrator will provide Claimants an opportunity to cure in the manner set forth in Section 5.5 below.

5.2.1. Cash Fund Payment. All Settlement Class Members who submit a valid Claim Form will receive a pro rata share of the Net Settlement Fund, which will be paid in accordance with Sections 4.6 and 5.6 herein.

5.3. Settlement Payment Methods. Participating Settlement Class Members will be provided the option to receive any Settlement Payment via physical check sent by U.S. Mail, or may opt into various digital methods, e.g., PayPal, Venmo, etc. The option to opt in to receive a Settlement Payment via digital method shall be clearly indicated on the Claim Form.

5.4. Deadline to File Claims. Claim Forms submitted electronically must be received on or before the Claims Deadline or, if mailed, postmarked on or before the Claims Deadline.

5.5. The Settlement Administrator. The Settlement Administrator shall have the authority to determine whether a Claim Form is substantially valid, timely, and complete. To the extent the Settlement Administrator determines a claim is deficient for a reason other than late posting, within fourteen (14) Days of making such a determination, the Settlement Administrator shall notify the Claimant of the deficiencies, and that Claimant shall have thirty (30) Days from the date of the deficiency notice to cure the deficiencies and re-submit the claim. No notification is required for late-posted claims. If the Claimant fails to cure the deficiency, the claim shall stand as denied and the Settlement Class Member shall be so notified.

5.6. Distribution of Settlement Payments. Net Settlement Funds will be distributed pro rata to Claimants with Approved Claims. All such determinations shall be performed by the Settlement Administrator.

5.7. Deadline to Deposit or Cash Physical Checks. Settlement Class Members with Approved Claims who received a Cash Fund Payment by physical check shall have ninety (90) Days following distribution to deposit or cash their settlement check. All settlement checks shall bear the language: "This check must be cashed within ninety (90) Days, after which time it is void."

5.8. Residual Funds/Cy Pres. Any funds remaining after the initial distribution to Claimants with Approved Claims shall, if economically feasible, be redistributed pro rata to such Claimants. If further distribution is not economically feasible or would result in de minimis payments (a payment of less than $5), any remaining funds shall be distributed to a cy pres recipient to which the parties jointly approve, or, if the Court does not approve that recipient, to a nonprofit organization approved by the Court that is unaffiliated with any Party or Party's counsel and whose mission addresses patient health information privacy or access to breast health services.

5.9. Returned Checks. For any Settlement Payment returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall make reasonable efforts to find a valid address and resend the Settlement Payment within forty-five (45) Days after the check is

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returned. Each reissued check shall remain valid for ninety (90) Days after reissuance. The Settlement Administrator shall only make one attempt to resend a Settlement Payment.

5.10. Residue of Settlement Fund. No portion of the Settlement Fund shall revert or be repaid to Defendant after the Effective Date. Any residual funds remaining in the Net Settlement Fund, after all payments and distributions and re-distributions are made pursuant to the terms and conditions of this Agreement, shall be distributed to the cy pres recipient, as approved by the Court.

6. SETTLEMENT ADMINISTRATION

6.1. Submission of Claims.

6.1.1. Submission of Electronic and Hard Copy Claims. Settlement Class Members may submit electronically verified Claim Forms to the Settlement Administrator through the Settlement Website, or may download Claim Forms to be filled out, personally signed, and submitted physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline. The Settlement Administrator shall determine timeliness based on the electronic submission date or, for mailed Claim Forms, the postmark date. Before rejecting a timely Claim Form as incomplete or inaccurate, the Settlement Administrator shall provide the Claimant notice and an opportunity to cure under the deficiency notice and cure procedures in Section 5.5.

6.1.2. Review of Claim Forms. The Settlement Administrator will review Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Settlement Payment.

6.2. Settlement Administrator's Duties.

6.2.1. Cost Effective Claims Processing. The Settlement Administrator shall, under the supervision of the Court and Class Counsel, administer the relief provided by this Agreement by processing Claim Forms in a rational, responsive, cost-effective, and timely manner, and calculate Settlement Payments in accordance with this Agreement.

6.2.2. Dissemination of Notices. The Settlement Administrator shall disseminate the Settlement Class Notice by Email Notice and Postcard Notice, as provided for in this Agreement. The Settlement Administrator will be selected through a competitive bidding process, and will maintain a claims website where Settlement Class Members may submit claims, assist Settlement Class Members in completing and submitting any necessary forms, and provide a list of accepted and rejected claims to the Settling Parties' counsel.

6.2.3. Maintenance of Records. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as required by applicable law and

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such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Without limiting the foregoing, the Settlement Administrator also shall: (a) receive Requests for Exclusion and provide Class Counsel and Defendant's Counsel a copy thereof no later than five (5) Days following the deadline for submission; (b) provide weekly reports to Class Counsel and Defendant's Counsel regarding the number of Claim Forms received, approved, and rejected; (c) make available for inspection by Class Counsel and Defendant's Counsel the Claim Forms and any supporting documentation received at any time upon reasonable notice; and (d) cooperate with any audit by Class Counsel or Defendant's Counsel, who shall have the right to review, audit, and evaluate all Claim Forms for accuracy, veracity, completeness, and compliance with the terms and conditions of this Agreement.

6.3. Requests for Additional Information. In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Settling Parties or any Participating Settlement Class Member.

6.4. Timing of Settlement Benefits. The Settlement Administrator shall timely make all the initial distribution of Settlement Payments contemplated in this Agreement within thirty-five (35) Days after: (i) the Effective Date; or (ii) all Claim Forms have been processed subject to the terms and conditions of this Agreement, whichever date is later. Completion of claims processing includes expiration of applicable cure periods and review of timely cure submissions. Supplemental distributions and reissued payments shall be made in accordance with Section 5.

7. SETTLEMENT CLASS NOTICE

7.1. Notice to Class Members. As set forth in this Section, Settlement Class Notice will be disseminated by Email Notice and Postcard Notice as described in this Agreement. All costs of notice and the Settlement Administrator will be deducted from the Settlement Fund. The Settlement Administrator shall implement the Notice Plan in order to comply with all applicable laws, including but not limited to Fed. R. Civ. P. 23(c)(2), the Due Process Clause of the United States Constitution, and any other applicable statute, law, or rule.

7.2. Confidentiality. Any information relating to Settlement Class Members provided to the Settlement Administrator pursuant to this Agreement shall be provided solely for the purpose of providing Notice to the Settlement Class Members and allowing them to recover under this Agreement; shall not be used for marketing; shall be kept in strict confidence by the Settling Parties, their counsel, and the Settlement Administrator; shall not be disclosed to any third party except to service providers to the extent necessary to administer the Settlement and subject to equivalent confidentiality and use restrictions, or as required by law or Court order; shall be destroyed after all distributions to Settlement Class Members have been made; and shall not be used for any other purpose. The Settlement Administrator will execute a confidentiality and non-disclosure agreement with Class Counsel and Defendant's Counsel.

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7.3. Direct Notice. No later than the Notice Date, the Settlement Administrator shall begin disseminating the Settlement Class Notice to Settlement Class Members as follows:

7.3.1. For any Settlement Class Member for whom an email address is available, the Settlement Administrator shall email the Email Notice to such Person;

7.3.2. For any Settlement Class Member for whom an email address is not available, and to the extent a physical address is available, the Settlement Administrator shall send the Postcard Notice by U.S. mail, postage prepaid;

7.3.3. If any Email Notice is returned as undeliverable, the Settlement Administrator shall attempt to resend; if not successful, the Settlement Administrator shall send the Postcard Notice by U.S. mail, postage prepaid, to the extent a current mailing address is available;

7.3.4. For any Postcard Notice that has been mailed via U.S. mail and returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the notice to the forwarding address, if any, provided by the Postal Service within fourteen (14) Days; and

7.3.5. The Settlement Administrator shall dispatch initial Email Notices and Postcard Notices within seven (7) Days after the Notice Date and promptly undertake required follow-up notice efforts. If material delays would substantially shorten affected Settlement Class Members' opportunity to submit claims, request exclusion, or object, the Settling Parties shall seek appropriate deadline relief from the Court.

7.4. Fraud Prevention. The Settlement Administrator shall use reasonable and customary fraud-prevention mechanisms to prevent (i) submission of Claim Forms by persons other than potential Settlement Class Members, (ii) submission of more than one Claim Form per person, and (iii) submission of Claim Forms seeking amounts to which the Claimant is not entitled. In order to prevent fraud, the Settlement Administrator may, at its discretion, require additional documentation or verification of identification, reject suspicious claims, or audit submissions.

7.5. Settlement Website. Prior to any dissemination of the Settlement Class Notice, the Settlement Administrator shall cause the Settlement Website to be launched on the Internet in accordance with this Agreement. The Settlement Website shall contain information regarding how to submit Claim Forms and relevant documents, including the Long Form Notice, the Claim Form, this Agreement, the Preliminary Approval Order, the operative complaint, details about the Final Fairness Hearing, as well as the Final Approval Order and Judgment when entered by the Court. The Settlement Website shall include a toll-free telephone number and mailing address through which Settlement Class Members may contact the Settlement Administrator directly and speak to a live operator. The Settlement Website shall also make the Long Form Notice available in Spanish.

7.6. Contents of the Long Form Notice. The Long Form Notice shall, inter alia, (i) specify the deadline for Settlement Class Members to opt-out, object to, or otherwise comment

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upon the Settlement, and describe the method by which Settlement Class Members may do so; (ii) contain instructions on how to submit a Claim Form; (iii) note the deadline for Settlement Class Members to submit Claim Forms; and (iv) note the date, time, and location of the Final Fairness Hearing. A copy of the Long Form Notice is attached hereto as Exhibit F.

7.7. 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 Defendant with any and all information in their possession necessary for the preparation of these notices. Defendant shall provide courtesy copies of the notices to Class Counsel for the purpose of implementing the Settlement. Defendant shall provide notice to Class Counsel of compliance with the CAFA requirements within ten (10) Days of providing notice to Attorneys General under CAFA.

8. OPT-OUT PROCEDURES

8.1. Any Settlement Class Member may submit a Request for Exclusion from the Settlement at any time during the Opt-Out Period. 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.

8.2. Any Person who submits a timely and valid Request for Exclusion shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement.

8.3. Within seven (7) Days after the Opt-Out Date, the Settlement Administrator shall furnish to Class Counsel and Defendant's Counsel a complete list of all timely and valid Requests for Exclusion (the "Opt-Out List"). To the extent the Settlement Administrator later receives any Requests for Exclusion, it shall promptly notify Class Counsel and Defendant's Counsel of the additional requests and their postmark dates.

9. OBJECTION AND COMMENT PROCEDURES

9.1. 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.

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9.2. 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.

9.3. Objections may be filed with the Court or submitted to the Settlement Administrator. An objection mailed to the Settlement Administrator shall be timely if postmarked on or before the Objection Date. The Settlement Administrator shall promptly forward all objections received to Class Counsel and Defendant's Counsel, and Class Counsel shall promptly file them with the Court.

9.4. The Court will hear from any Settlement Class Member who attends the Final Fairness Hearing and asks to speak, including those Settlement Class Members who have submitted an objection, regardless of whether such member indicated an intent to appear in the written objection.

9.5. 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 this Section 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 provisions of this Section; no collateral attack shall be permitted.

10. MODIFICATION OR TERMINATION OF THE AGREEMENT

10.1. The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Settling Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Settling Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

10.2. In the event this Agreement is terminated, the Settlement proposed herein shall become null and void and shall have no legal effect. The Settling Parties shall be restored to their respective positions in the Action as it existed immediately before the execution of this Agreement and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court to avoid prejudice to any Settling Party or Settling Party's counsel. Any judgment or order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, nunc pro tunc.

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10.3. Notwithstanding any provision of this Agreement, in the event this Agreement is not approved by any court, or terminated for any reason, or the Settlement set forth in this Agreement is declared null and void, or in the event that the Effective Date does not occur, Settlement Class Members, Plaintiffs, and Class Counsel shall not in any way be responsible or liable for any of the Administrative Expenses, or any expenses, including costs of notice and administration associated with this Settlement or this Agreement, except that each Party shall bear its own attorneys' fees and costs. Defendant shall be obligated to pay only the notice and administration costs actually incurred as of the date of termination or non-approval, and Defendant's aggregate liability for such costs shall not exceed the amounts deposited into the Settlement Fund pursuant to Section 4.6.1 as of that date, and any excess amounts paid by or on behalf of Defendant shall be returned by the Settlement Administrator to Defendant or the party paying on behalf of Defendant. Defendant shall not, at any time, seek recovery of Administrative Expenses paid pursuant to this Section from any other party or from counsel to any other party other than the Settlement Administrator; provided, however, that nothing in this Section limits the obligation of any recipient to repay any Fee and Expense Award or Service Award that is reversed, vacated, or reduced.

10.4. No order of the Court, or modification or reversal on appeal of any order, concerning the amount of the Fee and Expense Award or any Service Award shall constitute grounds for cancellation or termination of this Agreement.

10.5. Solis may terminate this Agreement by written notice to Class Counsel within ten (10) Business Days after any of the following: (a) the number of timely and valid Requests for Exclusion exceeds 2% of the Settlement Class; or (b) the Court or any appellate court materially modifies this Agreement, the Released Claims, or the Released Parties, or declines to enter the Preliminary Approval Order, Final Approval Order, or Judgment substantially in the forms attached.

11. SERVICE AWARDS

11.1. Subject to Court approval, each Class Representative may seek a Service Award not to exceed Five Thousand Dollars ($5,000.00) per Class Representative, to be paid from the Settlement Fund. Any request for Service Awards must be filed no later than fourteen (14) Days prior to the Objection Date, as directed by the Court.

11.2. The Settlement Administrator shall pay the Service Awards approved by the Court to the Class Representatives from the Settlement Fund within thirty (30) Days after the Effective Date.

11.3. In the event the Court declines to approve, in whole or in part, the payment of Service Awards in the amounts requested, the remaining provisions of this Agreement shall remain in full force and effect.

11.4. The Settling Parties have no agreement on the amount of any Service Award, and Defendant reserves the right to oppose any Service Award sought in this case if it chooses to do so.

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12. FEE AND EXPENSE AWARD

12.1. Class Counsel may file a motion for an award of the Fee and Expense Award to be paid from the Settlement Fund. Any such motion shall be filed no later than fourteen (14) Days prior to the Objection Date and be posted on the Settlement Website. Prior to the disbursement or payment of the Fee and Expense Award, Class Counsel shall provide to the Settlement Administrator a properly completed and duly executed IRS Form W-9.

12.2. The Fee and Expense Award shall be paid within fourteen (14) Days after the Effective Date.

12.3. Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee and Expense Award. Solis shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

12.4. The Settling Parties have not negotiated any Fee and Expense Award to be sought by Class Counsel and there is no agreement between the Settling Parties on fees and costs. Defendant reserves the right to oppose any Fee and Expense Award sought by Class Counsel if it chooses to do so.

12.5. It is not a condition of this Settlement Agreement that any particular amount of attorneys' fees, costs, expenses, or Service Awards be approved by the Court. The Settlement is not conditioned upon the Court's approval of the Fee and Expense Award or the Service Awards.

13. JUDGMENT

13.1. This Agreement is subject to and conditioned upon the issuance by the Court of the Judgment, which will grant final approval of this Agreement and among other things shall:

a) Decree that neither the Judgment nor this Agreement constitutes an admission by Solis of any liability or wrongdoing whatsoever, or a finding by the Court of any liability, wrongdoing, or violation of law by Solis;

b) Provide that the release of Released Claims and the injunction against their assertion shall become operative upon the Effective Date, in accordance with Section 4.5;

c) Release each Released Party from any and all Released Claims;

d) Permanently bar and enjoin each Releasing Party from initiating, asserting, or prosecuting any Released Claims against any Released Party in any court, arbitration, tribunal, forum, or proceeding;

e) Determine that this Agreement is entered into in good faith and represents a fair, reasonable, and adequate settlement that is in the best interests of the members of the Settlement Class;

f) Preserve the Court's continuing and exclusive jurisdiction over the Settling Parties to this Agreement, including Solis and all Participating Settlement Class Members, to

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administer, supervise, construe, and enforce this Agreement in accordance with its terms for the mutual benefit of the Settling Parties, but without affecting the finality of the Judgment; and

g) Dismiss the Action with prejudice, subject to the Court's retained jurisdiction to enforce this Agreement and the provisions governing termination.

14. REPRESENTATIONS AND WARRANTIES

14.1. Each signatory to this Agreement represents and warrants (i) that he, she, they, or it has all requisite power and authority to execute, deliver, and perform this Agreement and to consummate the transactions contemplated herein, (ii) that the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action on the part of each signatory, and (iii) that this Agreement has been duly and validly executed and delivered by each signatory, and constitutes its legal, valid, and binding obligation.

14.2. Solis shall provide the Settlement Administrator, within seven (7) Days after entry of the Preliminary Approval Order, a list in reasonably usable electronic format of all reasonably identifiable individuals who scheduled or rescheduled an appointment through the Website from December 14, 2023 through November 4, 2026, including their reasonably available email addresses, mailing addresses, and other contact information. Solis shall use commercially reasonable efforts and reasonably available information to identify those individuals, and shall provide such information as is reasonably available in its records, without representation or warranty as to its completeness. Solis shall promptly supplement or correct the list upon discovering any material omission or error.

14.3. Based on a reasonable review of its records, Solis represents that the Settlement Class contains approximately 582,000 persons. The Settlement Fund is a fixed, non-reversionary common fund, and the Settlement Benefits are allocated pro rata among Claimants with Approved Claims as provided in Sections 5.2.1 and 5.6. Accordingly, the total number of Settlement Class Members, whether greater or less than that estimate, shall not increase or decrease the amount of the Settlement Fund, and any change in the size of the Settlement Class shall affect only the pro rata amount of each Settlement Payment. Inclusion in the Settlement Class does not constitute a determination that any individual's information was intercepted, disclosed, or otherwise misused.

15. NO ADMISSION OF LIABILITY OR WRONGDOING

15.1. Solis, while continuing to deny all allegations of wrongdoing and disclaiming all liability with respect to all claims, considers it desirable to resolve the Action on the terms stated herein to avoid further expense, inconvenience, and burden, and therefore has determined that this Settlement on the terms set forth herein is in its best interests.

15.2. Neither the Settlement Agreement nor any actions taken to carry out the Settlement are intended to be, nor may they be deemed or construed to be, an admission or concession of liability, or of the validity of any claim, defense, or of any point of fact or law on the part of Solis. Neither the Court's approval of the Settlement, the certification of the Settlement Class for settlement purposes, nor the entry of the Preliminary Approval Order, Final

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Approval Order, or Judgment constitutes a finding or adjudication of any liability, wrongdoing, or violation of law by Solis or any Released Party.

15.3. Neither this Agreement, nor any of its terms, negotiations, or proceedings, nor any act performed or document executed under it, shall be offered or received as evidence of any liability or wrongdoing of Solis or any Released Party in any civil, criminal, regulatory, or administrative proceeding, except in a proceeding to enforce this Agreement or to support a defense of release, res judicata, or collateral estoppel. All Settlement Class Notices, the Settlement Website, and any statements by the Settling Parties or their counsel about the Settlement shall describe Solis in neutral terms, shall state that Solis denies all liability and wrongdoing, and shall not state or imply that the Court has found Solis liable or that Solis has admitted any liability or wrongdoing.

16. MISCELLANEOUS PROVISIONS

16.1. Entire Agreement. This Agreement, including all exhibits hereto, shall constitute the entire agreement among the Settling Parties regarding the subject matter hereof and shall supersede any previous agreements, representations, communications, and understandings among the Settling Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Settling Parties, subject to Court approval.

16.2. Best Efforts. The Settling Parties agree that they will make all reasonable efforts needed to reach the Effective Date and fulfill their obligations under this Agreement. The Settling Parties acknowledge that it is their intent to consummate this Settlement Agreement and agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions hereof.

16.3. Governing Law. This Agreement shall be construed under and governed by the laws of the State of Florida, applied without regard to laws applicable to choice of law.

16.4. Execution by Counterparts. This Agreement may be executed by the Settling Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronic signatures and signatures transmitted by email shall be treated as original signatures and shall be binding.

16.5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, executors, and legal representatives of each of the Settling Parties.

16.6. Construction. For the purpose of construing or interpreting this Agreement, the Settling Parties agree that this Agreement is to be deemed to have been drafted equally by all Settling Parties and shall not be construed strictly for or against any Settling Party.

16.7. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, provided that the fundamental terms of the settlement are not thereby materially altered.

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16.8. Integration of Exhibits. The exhibits to this Agreement and any exhibits thereto are an integral and material part of the Settlement and are hereby incorporated and made a part of the Agreement.

16.9. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

16.10. Taxability. Solis does not make and has not made any representations regarding the taxability of any Settlement Benefit, Fee and Expense Award, and/or any other payments made pursuant to this Agreement. Each Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds pursuant to this Agreement.

16.11. Confirmatory Discovery. The Parties acknowledge that they have already exchanged pre-mediation discovery. The Parties agree that in order to confirm the fairness of the Settlement, Solis will provide an appropriate confidential declaration confirming the information provided regarding non-monetary relief and the basis and methodology for its estimate that the Settlement Class contains approximately 582,000 persons. Such declaration shall be provided to Class Counsel on a confidential, attorneys'-eyes-only basis and shall be submitted to the Court only if the Court so requires, in which case the Settling Parties shall jointly move to file it under seal. Class Counsel shall not use or disclose such declaration for any purpose other than obtaining Court approval of this Settlement.

16.12. Statute of Limitations. In the event that this Agreement is not approved by the Court or the Settlement is terminated or fails to become effective, the period from the filing of the original complaint, to the date on which this Agreement is terminated or fails to become effective shall not count for the purpose of calculating any applicable limitations period for the claims of the Class Representatives asserted in the Action. Nothing in this Section revives any claim that was time-barred before that date or waives any defenses available to Solis.

16.13. Deadlines. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next Business Day. The Settling Parties reserve the right to agree to any reasonable extensions of deadlines not established by Court order that might be necessary to carry out any of the provisions of this Agreement.

16.14. Notices. Any notice, instruction, application for Court approval, or other document to be given by any Settling Party to any other Settling Party shall be in writing and delivered personally, sent by registered or certified mail, postage prepaid, or emailed to counsel at the addresses listed below:

If to Plaintiffs or Class Counsel:	**If to Defendant or Defendant's Counsel:**
Matthew J. Langley	Jana Slavina Farmer

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wisaal.jahangir@wilsonelser.com
jana.farmer@wilsonelser.com

IN WITNESS WHEREOF, the Settling Parties hereto have caused this Agreement to be personally signed as of the date indicated below.

DEFENDANT:

Dated: November 12, 2026

COMPREHENSIVE BREAST CARE CENTER OF TEXAS, INC. D/B/A SOLIS MAMMOGRAPHY

By: _____

Its: General Counsel

FOR DEFENDANT'S COUNSEL:

Dated: November 12, 2026

WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

By: _____
Jana Slavina Farmer

PLAINTIFFS:

Dated: 11 / 10 / 2026, 2026

By: _____
M.H.

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Dated: 11 / 10 / 2026, 2026 By: _____

M.R.

Dated: 11 / 10 / 2026, 2026 By: _____

S.M.

FOR PLAINTIFFS, CLASS REPRESENTATIVES, AND THE CLASS:

Dated: 11/10, 2026

ALMEIDA LAW GROUP LLC

By: _____

Matthew J. Langley

APPENDIX A — SETTLEMENT CALENDAR

EVENT	DATE	Referenced Section
Preliminary Approval Motion	Filed with Agreement	§ 4.2
Settlement Fund Deposit	$500,000 within 30 Days after Preliminary Approval; remaining $2,500,000 within 7 Days after Effective Date	§ 4.6.1
Notice Date	Within 14 Days after Preliminary Approval	§ 2.23
Fee/Expense Motion	14 Days before Objection Date	§ 12.1
Service Award Motion	14 Days before Objection Date	§ 11.1
Objection Date	45 Days after Notice Date	§ 2.26
Opt-Out Date	45 Days after Notice Date	§ 2.27
Claims Deadline	60 Days after Notice Date	§ 2.8
Final Approval Motion	21 Days before Final Fairness Hearing	§ 4.4
Service Awards Payment	Within 30 Days after the Effective Date	§ 11.2
Fee and Expense Award Payment	Within 14 Days after the Effective Date	§ 12.2
Settlement Payments	Within 35 Days after later of Effective Date or claims processed	§ 6.4

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Check Cashing Deadline	90 Days after distribution	§ 5.7

APPENDIX B — EXHIBITS

EXHIBIT	DESCRIPTION	REFERENCED SECTION
A	Claim Form	§ 2.7
B	Email Notice	§ 2.15
C	Postcard Notice	§ 2.32
D	Final Approval Order	§ 2.17
E	Judgment	§ 2.19
F	Long Form Notice	§ 2.21
G	Preliminary Approval Order	§ 2.33

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