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7 UNITED STATES DISTRICT COURT
8 SOUTHERN DISTRICT OF CALIFORNIA
9

10 MADISON FISK, RAQUEL CASTRO,
11 GRETA VISS, CLARE BOTTERILL,
12 MAYA BROSCH, HELEN BAUER,
13 CARINA CLARK, NATALIE
14 FIGUEROA, ERICA GROTEGEER,
15 KAITLIN HERI, OLIVIA PETRINE,
16 AISHA WATT, KAMRYN
17 WHITWORTH, SARA ABSTEN,
18 ELEANOR DAVIES, ALEXA DIETZ,
19 and LARISA SULCS, individually and on
20 behalf of all those similarly situated,

21 Plaintiffs,

22 v.
23 BOARD OF TRUSTEES OF THE
24 CALIFORNIA STATE UNIVERSITY
25 and SAN DIEGO STATE UNIVERSITY,
26 Defendants.

Case No.: 3:22-cv-173-TWR (MSB)

**ORDER (1) GRANTING THE JOINT
MOTION FOR PRELIMINARY
APPROVAL OF CLASS
SETTLEMENT AND
CONDITIONAL CLASS
CERTIFICATION,
(2) APPROVING OF CLASS
NOTICE, AND
(3) SCHEDULING A FAIRNESS
HEARING FOR FINAL APPROVAL
OF SETTLEMENT**

(ECF No. 159)

27 Presently before the Court are the Parties' Joint Motion for Preliminary Approval of
28 Class Action Settlement and Class Certification ("Joint Mot.," ECF No. 159), the proposed
Settlement Agreement ("Settlement Agreement," ECF No. 159-2), and the proposed Class
Notice ("Class Notice," ECF No. 159-3). The Court held oral argument on the Joint Motion
on December 17, 2025. (See ECF No. 164.) Having carefully considered the Joint Motion,

1 the Settlement Agreement, the Class Notice, the Parties' arguments, and the relevant law,
2 the Court **GRANTS** the Motion for Preliminary Approval and Conditional Class
3 Certification, **APPROVES** of Class Notice, and **SETS** a Fairness Hearing for Final
4 Approval of the Settlement Agreement.

5 **FACTUAL BACKGROUND**

6 **I. Plaintiffs' Claims**

7 Plaintiffs, "past and current female varsity student-athletes at SDSU," initiated this
8 lawsuit against Defendants on February 7, 2022, alleging SDSU—a recipient of federal
9 funding—has engaged in intentional discrimination based on sex in its athletic programs
10 in violation of Title IX. (ECF No. 50 ("TAC") ¶¶ 1, 17, 298–99, 332, 371); *see also* 20
11 U.S.C. §§ 1681, 1687. Plaintiffs specifically claim SDSU has violated, and is violating,
12 Title IX and its guiding regulations by (1) "depriving its female varsity student-athletes of
13 equal financial aid"; (2) "denying them equal athletic benefits and treatment"; and
14 (3) "retaliating against them because some of them sued SDSU for violating Title IX."
15 (TAC ¶ 1.)

16 **II. Settlement**

17 Following extensive discovery by both parties, Plaintiffs filed for class certification
18 on November 22, 2024, which SDSU contested. (*See* ECF No. 115 ("Class Cert. Mot.").) On
19 March 7, 2025, while Plaintiffs' motion was pending, the Parties participated in a full-
20 day settlement conference with Magistrate Judge Michael S. Berg. (*See* ECF No. 133.) The
21 Parties continued to engage in settlement negotiations with Judge Berg serving as the
22 neutral mediator until August 13, 2025, when the Parties engaged in another half-day
23 settlement conference with Judge Berg and were able to reach an agreement. (*See* ECF
24 No. 153.)

25 **III. The Proposed Classes**

26 The Proposed Settlement Agreement provides two classes, and only members of
27 Class 2 are eligible for monetary relief. The proposed classes are as follows:
28

1 Class 1: All female students who participate in intercollegiate varsity athletics
2 through the termination of the Settlement Agreement or, since February 7,
3 2022, participated in intercollegiate varsity athletics at San Diego State
University.

4 Class 2: All female students who participated in intercollegiate varsity
5 athletics at San Diego State University from the 2018-2019 academic year
6 through the 2024-2025 academic year and did not receive all of the athletic
financial aid they could have received

7 (Settlement Agreement ¶ 4.) These proposed classes are virtually the same as the classes
8 proposed in Plaintiffs' Motion for Class Certification. (See generally Class Cert. Mot.)¹

9 **IV. The Proposed Settlement Agreement**

10 The Settlement Agreement provides injunctive relief for all class members and
11 monetary relief for the members of Class 2.

12 **A. Monetary Relief for Class 2 Members**

13 Under the Settlement Agreement, SDSU agrees to pay a total, gross amount of
14 \$300,000 to members of Class 2. (See Settlement Agreement ¶ 27.) Proposed Class
15 Counsel is responsible for proposing an allocation of these funds that is fair to the class
16 and for administering the distribution. (See *id.* ¶ 29.) Proposed Class Counsel has
17 identified 826 female student-athletes as members of Class 2. (See ECF No. 159-4
18 ("Bullock Decl.") ¶ 5.) SDSU will play no role in determining the proposed allocation of
19 these funds. (See Settlement Agreement ¶ 29.)

20 **B. Injunctive Relief**

21 Under the Settlement Agreement, SDSU agrees to hire a mutually agreeable neutral
22 third-party to conduct a Gender Equity Review of its athletic department using the process
23 consistent with the U.S. Department of Education's Office for Civil Rights' 1990 Title IX
24 Investigator's Manual. (See *id.* ¶¶ 8-13.) SDSU further agrees it will use the findings from
25

26

27 ¹ The Motion for Class Certification also included a "Retaliation Class" that was defined as "[a]ll
28 female students who participated in intercollegiate varsity athletics at San Diego State University from
the 2018-2019 academic year to the present." (*Id.* at 5.)

1 the Gender Equity Review to implement a Gender Equity Plan. (*See id.*) The third-party
2 Title IX Reviewer must be satisfied that, once implemented, SDSU's athletic department
3 will be in compliance with Title IX's requirements regarding athletic financial aid and
4 athletic treatment and benefits by the end of the 2026-2027 academic year. (*See id.*
5 ¶¶ 14–18.) To monitor compliance, the proposed Settlement Agreement provides that,
6 from July 31, 2026, through July 31, 2028, SDSU will provide an annual summary update
7 regarding its implementation of the Gender Equity Plan. (*See id.* ¶ 21.) To maintain
8 transparency, SDSU will post the Gender Equity Plan and its annual summary reports on
9 the university's varsity athletics website. (*See id.* ¶¶ 18, 22.)

10 SDSU also agrees to provide specific relief including: (1) providing equitable
11 nutrition to a comparable number of male and female student-athletes; (2) providing
12 coaches for men's and women's teams the option of having their teams travel by airplane
13 to competitions more than a 6-hour drive away from the SDSU campus in an equitable
14 manner; (3) providing coaches for men's and women's teams the opportunity to have their
15 teams stay in hotels before competitions in the San Diego area in an equitable manner;
16 (5) making repairs to the women's outdoor track, which are anticipated to be completed in
17 the 2025-2026 academic year, and continue to assess the track facility for additional
18 repairs; (6) replacing the turf on the field used by the women's varsity lacrosse team for
19 practices and competitions no later than the 2027-2028 academic year; (6) providing a
20 person who is not a coach or a member of the team to record and/or stream home
21 competitions equitably for men's and women's teams; and (7) providing professional
22 photography services and publicity equitably to men's and women's teams. (*See id.*
23 ¶ 24(a–f).)

24 ***C. Attorneys' Fees and Costs***

25 “SDSU agrees to pay a sum of \$1,300,000 as a negotiated sum for the reasonable
26 attorneys' fees, costs, and expenses Plaintiffs incurred pursuing this litigation.” (*Id.* ¶ 31.)

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28 ///

1 ***D. Notice to Class Members***

2 The Parties agree “SDSU shall timely send an email to the last known SDSU email
3 address assigned to all female students” that fall within the scope of the definition of both
4 Classes, which will include a link to the notice and Settlement Agreement posted on the
5 University’s athletics website. (*Id.* ¶ 33.) The Parties state they will “make reasonable
6 efforts to provide notice to any Class members whose emails ‘bounceback’ as not
7 received.” (*Id.*) Further, the Parties “will detail the number of ‘bounceback emails’ and
8 the Parties efforts to provide notice to those individuals in their Motion for Final
9 Approval.” (*Id.*)

10 ***E. Release of Claims***

11 The Parties agree “all claims asserting violations of Title IX regarding athletic
12 financial aid, athletic treatment and benefits, and retaliation that were asserted or that could
13 have been asserted in this case are forever and irrevocably released by Plaintiffs,
14 individually and on behalf of the class.” (*Id.* ¶ 37.)

15 **SETTLEMENT PRELIMINARY APPROVAL**

16 **I. Legal Standard**

17 Federal Rule of Civil Procedure 23(e) provides that “[t]he claims, issues, or defenses
18 of a certified class may be settled, voluntarily dismissed, or compromised only with the
19 court’s approval.” “[S]trong judicial policy . . . favors settlements, particularly where
20 complex class action litigation is concerned.” *Class Plaintiffs v. City of Seattle*, 955 F.2d
21 1268, 1276 (9th Cir. 1992). “The purpose of Rule 23(e) is to protect the unnamed members
22 of the class from unjust or unfair settlements affecting their rights.” *In re Syncor ERISA*
23 *Litig.*, 516 F.3d 1095, 1100 (9th Cir. 2008). The Court’s review of the settlement is meant
24 to be “extremely limited,” and the Court should consider the settlement as a whole. *See*
25 *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998), *overruled on other grounds*
26 by *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338 (2011).

27 For approval of a class settlement, the Court determines whether the proposed
28 settlement is “fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2). Preliminary

1 approval of a settlement and notice to the proposed class is appropriate if: (i) the proposed
2 settlement appears to be the product of serious, informed, non-collusive negotiations; and
3 (ii) the settlement falls within the range of possible approval, has no obvious deficiencies,
4 and does not improperly grant preferential treatment to class representatives or segments
5 of the class. *See Pipich v. O'Reilly Auto Enters., LLC*, No. 3:21-CV-01120-AHG, 2024
6 WL 2885342, at *4 (S.D. Cal. June 7, 2024) (citing *In re Tableware Antitrust Litig.*, 484
7 F. Supp. 2d 1078, 1079 (N.D. Cal. 2007)). To determine whether a settlement agreement
8 meets the above standards, a district court may consider some, or all, of the following
9 factors:

10 (1) the strength of the plaintiff's case; (2) the risk, expense, complexity, and
11 likely duration of further litigation; (3) the risk of maintaining class action
12 status throughout the trial; (4) the amount offered in settlement; (5) the extent
13 of discovery completed and the stage of the proceedings; (6) the experience
14 and views of counsel; (7) the presence of a governmental participant; and (8)
15 the reaction of the class members of the proposed settlement.

16 *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011) (quoting
17 *Churchill Vill., LLC v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004)); *see also Officers for*
18 *Just. v. Civ. Serv. Com'n of City & Cnty. of S.F.*, 688 F.2d 615, 625 (9th Cir. 1982) (noting
19 the list of factors is "by no means an exhaustive list of relevant considerations"). Because
20 not all of the eight *In re Bluetooth* factors can be fully assessed at the preliminary approval
21 stage, the Court should focus on an assessment of if the proposed settlement (1) appears to
22 be the product of serious, informed, non-collusive negotiations, (2) falls within the range
23 of possible approval, (3) has no obvious deficiencies, and (4) does not improperly grant
24 preferential treatment to class representatives or segments of the class. *See Zwicky v.*
25 *Diamond Resorts Mgmt. Inc.*, 343 F.R.D. 101, 119 (D. Ariz. 2022).

26 **I. Serious, Informed, Non-Collusive Negotiations**

27 This settlement is the product of a full-day settlement conference and an additional
28 half-day settlement conference with Magistrate Judge Michael S. Berg. (See ECF Nos.
133, 153.) The Parties state the "negotiations involved months of efforts and settlement

conferences” and the Settlement Agreement “is the product of arm’s-length negotiations between the Parties and their experienced counsel at a point when both the Plaintiffs and SDSU possessed more than sufficient evidence and knowledge to allow them to make informed decisions.” (Joint Mot. at 19.) Given the extent of litigation pre-settlement, (see generally Docket), and the fact that the Settlement Agreement was negotiated with the oversight of a federal magistrate judge, the Court finds the negotiations were serious, well-informed, and negotiated at arm’s length.

II. Range of Possible Approval

To determine whether a settlement “falls within the range of possible approval,” a court must focus on “substantive fairness and adequacy” and “consider plaintiffs’ expected recovery balanced against the value of the settlement offer.” *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d at 1080. Here, the Court’s analysis is focused on whether Class 2’s monetary recovery under the Settlement Agreement is adequate. The Third Amended Complaint (“TAC”) states that female student athletes should be entitled between \$3,531 to \$6,343 per qualifying academic year. (See TAC ¶¶ 351–54.) In comparison, under the Settlement Agreement, members of Class 2 will receive \$172.12 per qualifying academic year in the Class Period. (See Joint Mot. at 23.) The below chart illustrates the total monetary damages for Class 2 members based on number of qualifying years.

Number of Years in Class 2	Estimated Total Payment Amount
1 year	\$172.12
2 years	\$344.23
3 years	\$516.35
4 years	\$688.47
5 years	\$860.59

(See Bullock Decl. ¶ 19.) To explain this reduction, the Parties’ Joint Motion states “while Plaintiffs are optimistic about their chances of success at trial, they also recognize there are a number of significant obstacles they would still have to overcome to achieve success on

1 behalf of the Classes.” (See Joint Mot. at 20, 23 (“The fact that Class 2 members will
2 receive cash relief without the attendant delays, risks, uncertainties, and costs posed by
3 continued litigation is significant.”).) However, the Joint Motion did not explain the extent
4 of the reduction, given \$172.12 is 2.71% of \$6,343 and 4.8% of \$3,531. The lack of
5 information on the reduction of Class 2’s monetary recovery in the Settlement Agreement
6 initially appeared problematic. *See Cotter v. Lyft, Inc.*, 176 F. Supp. 3d 930, 935 (N.D.
7 Cal. 2016) (explaining the importance of balancing the potential recovery against the
8 amount offered in settlement). But the Court’s discussion with counsel at the hearing
9 provided sufficient information on why the TAC’s potential monetary damages differ from
10 the settlement monetary award for Class 2 members. (See ECF No. 164.) First, the values
11 in the TAC were based on Equity in Athletics Disclosure Act (“EADA”) data and post-
12 discovery Plaintiffs had access to financial distribution data that reduced potential
13 recovery. (See *id.*) Second, the values in the TAC did not account for maximum financial
14 aid limits. (See *id.*) Third, potential recovery of any monetary damages at trial were
15 uncertain because Defendant SDSU maintained that Plaintiffs would only be entitled to
16 equitable relief. (See *id.*) Lastly, there have been no similar financial aid Title IX lawsuits
17 resulting in monetary damages for plaintiffs. (See *id.*) With this information, the Court
18 finds the Settlement Agreement’s terms fall within the range of an acceptable recovery.

19 **III. No Obvious Deficiencies**

20 Obvious deficiencies in a settlement agreement include “any subtle signs that class
21 counsel have allowed pursuit of their own self-interests to infect the negotiations.”
22 *McKinney-Drobnis v. Oreshack*, 16 F.4th 594, 607 (9th Cir. 2021) (citation omitted). The
23 Ninth Circuit has identified three such subtle signs: “(1) when counsel receives a
24 disproportionate distribution of the settlement; (2) when the parties negotiate a clear-sailing
25 arrangement, under which the defendant agrees not to challenge a request for an agreed-
26 upon attorney’s fee; and (3) when the agreement contains a kicker or reverter clause that
27 returns unawarded fees to the defendant, rather than the class.” *Id.* at 607–08 (citation
28 omitted). The Proposed Settlement Agreement does not contain a reverter clause, so the

1 Court need only consider the clear sailing agreement and the potentially disproportionate
2 distribution of the settlement to Class Counsel. (*See generally* Settlement Agreement.)

3 ***A. Disproportionate Distribution of the Settlement***

4 “Where a settlement produces a common fund for the benefit of the entire class,
5 courts have discretion to employ either the lodestar method or the percentage-of-recovery
6 method.” *In re Bluetooth*, 654 F.3d at 942. “Though courts have discretion to choose
7 which calculation method they use, their discretion must be exercised so as to achieve a
8 reasonable result.” *Id.* The Ninth Circuit has recognized that “several courts have
9 embraced the constructive common fund approach” which treats a settlement agreement
10 with a settlement fund and a separate amount for attorney fees as a “constructive common
11 fund.”² *Id.* at 943. In common fund cases, there is a presumptive 25% benchmark on
12 attorneys’ fees. *Id.*

13 At the final approval stage, the Court must “(1) decide whether to treat the settlement
14 as a common fund; (2) choose the lodestar or percentage method for calculating a
15 reasonable fee and make explicit calculations; (3) ensure that the fee award is reasonable
16 considering, *inter alia*, the degree of success in the litigation and benefit to the class; and
17 (4) if standard calculations yield an unjustifiably disproportionate award, adjust the
18 lodestar or percentage accordingly.”³ *Id.* at 945. But at the preliminary approval stage, the
19 Court need only determine whether the settlement falls within the range of possible
20 approval. *See Pipich*, 2024 WL 2885342 at *4. Here, the Settlement Agreement provides
21 that SDSU will pay the total, gross sum of \$1,300,000 to Plaintiffs’ counsel for Plaintiffs’
22

23 ² The Ninth Circuit stated, “[a]lthough we do not go so far as to hold that the district court must treat
24 the package as a constructive common fund for purposes of analyzing the reasonableness of the fee award,
25 assessment of the settlement’s overall reasonableness must take into account the defendant’s overall
willingness to pay.” *Id.*

26 ³ The Ninth Circuit has “encouraged courts to guard against an unreasonable result by cross-
27 checking their calculations against a second method.” *Id.* at 944. Further, “[i]f the lodestar amount
28 overcompensates the attorneys according to the 25% benchmark standard, then a second look to evaluate
the reasonableness of the hours worked and rates claimed is appropriate.” *Id.* (citing *In re Coordinated
Pretrial Proc. in Petroleum Prods. Antitrust Litig.*, 109 F.3d 602, 607 (9th Cir. 1997)).

1 proposed reasonable litigation costs, and attorneys' fees. (See Settlement Agreement ¶ 31.)
2 The Settlement Agreement also provides Plaintiffs in Class 2 with a fund of \$300,000 to
3 be distributed by Class Counsel. (*Id.* ¶ 27.) As explained below, at the preliminary
4 approval stage, the Court finds the payment of \$1,300,000 to Class Counsel falls within
5 the range of possible approval.

6 1. *Common Fund Analysis*

7 Viewing SDSU's agreed upon payments as a constructive common fund, *see In re*
8 *Bluetooth*, 654 F.3d at 943, the attorneys' fees portion represents 81.25% of the total
9 monetary payment. This percentage greatly exceeds the 25% benchmark for attorneys'
10 fees in a common fund. *Id.*

11 However, the Ninth Circuit has provided "several factors courts may consider in
12 assessing a request for attorneys' fees that was calculated using the percentage-of-recovery
13 method. . . . includ[ing] the extent to which class counsel 'achieved exceptional results for
14 the class,' whether the case was risky for class counsel, whether counsel's performance
15 'generated benefits beyond the cash settlement fund,' the market rate for the particular field
16 of law (in some circumstances), the burdens class counsel experienced while litigating the
17 case (e.g., cost, duration, foregoing other work), and whether the case was handled on a
18 contingency basis." *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 954–55 (9th
19 Cir. 2015) (citing *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047–50 (9th Cir. 2002)).
20 While the Parties did not provide the Court with an analysis based on these factors, the
21 Court takes note of the injunctive relief provided in the Settlement Agreement and the fact
22 that the monetary payment to Class 2 members is the first of its kind in Title IX litigation.
23 Thus, at the preliminary approval stage, this is sufficient to conclude that the distribution
24 to Class Counsel falls within the within the range of possible approval. *See Pipich*, 2024
25 WL 2885342 at *4.

26 2. *Lodestar Analysis*

27 "The lodestar figure is calculated by multiplying the number of hours the prevailing
28 party reasonably expended on the litigation (as supported by adequate documentation) by

1 a reasonable hourly rate for the region and for the experience of the lawyer.” *In re*
2 *Bluetooth*, 654 F.3d at 941–42 (citation omitted). While the lodestar calculation is
3 presumptively reasonable, “the court may adjust it upward or downward by an appropriate
4 positive or negative multiplier reflecting a host of reasonableness factors, including the
5 quality of representation, the benefit obtained for the class, the complexity and novelty of
6 the issues presented, and the risk of nonpayment” with the foremost consideration being
7 “the benefit obtained for the class.” *Id.* (internal quotations omitted).

8 Here, Class Counsel alleges the \$1,300,000 fee is a “significant reduction from the
9 lodestar calculated by Class Counsel (hours expended multiplied by their usual hourly
10 rates).” (Joint Mot. at 4) (citing Bullock Decl. ¶ 27.) In a similar case, *Anders v. California*
11 *State Univ., Fresno*, the court approved a class settlement providing \$900,000 in attorneys’
12 fees and no monetary damages for the plaintiffs. No. 1:21-CV-00179-KJM-BAM, 2025
13 WL 3228123 (E.D. Cal. Nov. 19, 2025), at *2. The court reasoned that the fee award was
14 “reasonable given the long-running and hard-fought nature of th[e] case, which included
15 extensive pretrial litigation and appellate practice” and the fact that the “total proposed
16 award [was] less than half of the ‘lodestar’ award.” *Id.* During *Anders*, the class counsel
17 “litigated the case for four years by defending three motions to dismiss, preparing written
18 discovery, analyzing over 6,000 pages of data received in discovery, defending multiple
19 depositions of the Class Representatives, submitting two expert reports, advancing multiple
20 motions for class certification (ultimately granted), attending numerous hearings and
21 pursuing a successful appeal at the Ninth Circuit.” *Anders v. California State Univ.,*
22 *Fresno*, No. 1:21-CV-00179-KJM-BAM, 2025 WL 2701718, at *8 (E.D. Cal. Sept. 23,
23 2025).

24 Similarly, here, Class Counsel engaged in “three and a half years of hard-fought
25 litigation.” (Joint Mot. at 18.) During these years Class Counsel engaged in the following:

26 Conducting pre-suit investigation, preparing four detailed complaints,
27 successfully defending three motions to dismiss, preparing written
discovery, analyzing over 57,000 pages of discovery, defending and taking
28 31 depositions, including those of 16 members of SDSU’s financial aid

1 office and athletic department, submitting two expert reports, advancing a
2 motion for class certification, attending numerous hearings (contributing to
3 156 docket entries in the District Court), attending several
4 settlement/mediation conferences, and most recently, negotiating and
documenting the settlement itself.

5 (*Id.*) (citing Bullock Decl. ¶ 11.) Given the extensive litigation that preceded this
6 settlement, the \$1,300,000 fee award is significantly less than Class Counsel’s estimated
7 lodestar calculation of \$3.2 million. (See ECF No. 164.) Thus, at the preliminary approval
8 stage, the distribution to Class Counsel also falls within the range of possible approval
9 using the lodestar method. *See Pipich*, 2024 WL 2885342 at *4. Class Counsel **SHALL**
10 **SUBMIT** detailed billing records before the final approval hearing so the Court may
11 determine an appropriate lodestar figure. *See In re Bluetooth*, 654 F.3d at 944–45.

12 ***B. Clear-sailing Arrangement***

13 There is a “clear sailing” arrangement in the Proposed Settlement Agreement. (See
14 Settlement Agreement ¶ 31.) A “clear sailing” arrangement provides for the payment of
15 attorneys’ fees separate and apart from class funds, which carries “the potential of enabling
16 a defendant to pay class counsel excessive fees and costs in exchange for counsel accepting
17 an unfair settlement on behalf of the class.” *In re Bluetooth*, 654 F.3d at 941–42 (citation
18 omitted). “[W]hen confronted with a clear sailing provision, the district court has a
19 heightened duty to peer into the provision and scrutinize closely the relationship between
20 attorneys’ fees and benefit to the class, being careful to avoid awarding ‘unreasonably high’
21 fees simply because they are uncontested.” *Id.* (citation omitted). At the preliminary
22 approval stage, even examining the attorneys’ fee award with scrutiny, the fee award falls
23 within the range of possible approval. *See Pipich*, 2024 WL 2885342 at *4.

24 **IV. No Preferential Treatment to Class Representatives or Segments of the Class**

25 District courts must be “particularly vigilant” for signs counsel has allowed the “self-
26 interests” of “certain class members to infect negotiations.” *In re Bluetooth*, 654 F.3d at
27 947. For that reason, preliminary approval of a class action settlement is inappropriate

1 where the proposed agreement “improperly grants preferential treatment to class
2 representatives.” *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d at 1079.

3 The Joint Motion states “Plaintiffs are not receiving any additional relief (or even a
4 service award) that would suggest that their agreement to the terms of the proposed
5 settlement is motivated by anything other than what is in the best interests of the Classes.”
6 (Joint Mot. at 21.) While the preferential treatment analysis typically focuses on incentive
7 payments, here, the Court was initially concerned with the Named Plaintiffs individually
8 settling their retaliation claims which were being released by the class. (See Joint Mot. at
9 4, n.2; Settlement Agreement ¶ 37.) However, as discussed at the hearing, the individual
10 settlements are purely injunctive in nature. (See ECF No. 164.) Because the individual
11 settlements do not provide the Named Plaintiffs with any additional monetary award, there
12 is no evidence the Named Plaintiffs are receiving any preferential treatment.

13 * * *

14 In light of the foregoing, the Court **GRANTS** the Parties’ Motion for Preliminary
15 Approval of the Class Settlement.

16 CLASS NOTICE

17 I. Legal Standard

18 For any class certified under Rule 23(b)(3), “class members must be afforded the
19 best notice practicable under the circumstances, which includes individual notice to all
20 members who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B).
21 The notice must clearly and concisely state in plain, easily understood language:

22 (i) the nature of the action;
23 (ii) the definition of the class certified;
24 (iii) the class claims, issues, or defenses;
25 (iv) that a class member may enter an appearance through an attorney if the
member so desires;
26 (v) that the court will exclude from the class any member who requests exclusion;
27 (vi) the time and manner for requesting exclusion; and
28 (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

Id.

1 **II. Analysis**

2 After a review of the Proposed Class Notice, for the most part, the Class Notice
3 clearly explains the information required by Rule 23(c)(2)(B), using a question-and-answer
4 format. (*See generally* Class Notice.) However, while the Proposed Class Notice notes
5 class members “may choose to appear before the Court or have [their] own attorney appear
6 as Class Counsel will not be representing your individual interests” (Class Notice at 14),
7 the Class Notice should more clearly explain “that a class member may enter an appearance
8 through an attorney if the member so desires” by including this information in the answer
9 to question number 13 “Do I have a lawyer representing me in this case?” *See Loreto v.*
10 *Gen. Dynamics Info. Tech., Inc.*, No. 319CV01366GPCMSB, 2021 WL 3141208, at
11 *10–11 (S.D. Cal. July 26, 2021) (conditioning approval of the proposed class notice on
12 the class counsel adding clarity on class members’ ability to enter an appearance through
13 an attorney). The Court **ORDERS** Class Counsel to update the language in the answer to
14 Proposed Class Notice Question 13 to include “that a class member may enter an
15 appearance through an attorney if the member so desires.” Fed. R. Civ. P. 23(c)(2)(B)(iv).
16 Contingent on the change to the answer to Question 13, the Court **APPROVES** of the
17 proposed Class Notice.

18 **CONDITIONAL CLASS CERTIFICATION**

19 **I. Legal Standard**

20 Confronted with a request for settlement-only class certification, the district court
21 must pay “undiluted, even heightened, attention” to class certification requirements
22 “designed to protect absentees by blocking unwarranted or overbroad class definitions.”
23 *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997). To obtain class certification,
24 Plaintiffs must satisfy the four prerequisites identified in Rule 23(a) as well as one of the
25 three subdivisions of Rule 23(b). *See id.* at 614. “The four requirements of Rule 23(a) are
26 commonly referred to as ‘ numerosity,’ ‘ commonality,’ ‘ typicality,’ and ‘ adequacy of
27 representation’ (or just ‘ adequacy’), respectively.” *United Steel, Paper & Forestry,
Rubber, Mfg. Energy, Allied Indus. & Serv. Workers Int’l Union, AFL-CIO v.*

1 *ConocoPhillips Co.*, 593 F.3d 802, 806 (9th Cir. 2010). Rule 23(b) requires a plaintiff to
2 establish one of the following: (1) that there is a risk of substantial prejudice from separate
3 actions; (2) that declaratory or injunctive relief benefitting the class as a whole would be
4 appropriate; or (3) that common questions of law or fact predominate and the class action
5 is superior to other available methods of adjudication. Fed. R. Civ. P. 23(b)(1)–(3). “Ninth
6 Circuit precedent indicates that the court can separately certify an injunctive relief class
7 and if appropriate, also certify a Rule 23(b)(3) damages class.” *In re ConAgra Foods, Inc.*,
8 302 F.R.D. 537, 573 (C.D. Cal. 2014).

9 **II. Analysis**

10 For the reasons explained below, the Court finds the proposed Settlement Classes
11 satisfy the requirements of Federal Rule of Civil Procedure 23. Pursuant to Rule 23(b)(2),
12 the Court **PRELIMINARILY CERTIFIES** the Injunctive Relief Class (“Class 1”): “All
13 female students who participate in intercollegiate varsity athletics through the termination
14 of the Settlement Agreement or, since February 7, 2022, participated in intercollegiate
15 varsity athletics at San Diego State University.” And pursuant to Rule 23(b)(3), the Court
16 **PRELIMINARILY CERTIFIES** the Financial Aid Class (“Class 2”): “All female
17 students who participated in intercollegiate varsity athletics at San Diego State University
18 from the 2018-2019 academic year through the 2024-2025 academic year and did not
19 receive all of the athletic financial aid they could have received.”

20 **A. Rule 23(a) Requirements**

21 **1. Numerosity**

22 The numerosity requirement under Rule 23(a) requires parties seeking class
23 certification to establish that the class is so large that joinder of all members is
24 impracticable. *Ellis v. Costco Wholesale Corp.*, 657 F.3d 970, 980 (9th Cir. 2011).
25 “Impracticable” does not mean that joinder is a “literal impossibility,” but instead asks
26 whether joinder of all class members is “‘practicable’—*i.e.*, ‘reasonably capable of being
27 accomplished.’” *A.B. v. Haw. State Dep’t of Educ.*, 30 F.4th 828, 837 (9th Cir. 2022). The
28 Ninth Circuit has instructed that “where a class is large in numbers, joinder will usually be

1 impracticable.” *Id.* at 835; *see also Rannis v. Recchia*, 380 F. App’x 646, 651 (9th Cir.
2 2010) (explaining that numerosity is typically satisfied “when a class includes at least 40
3 members”).

4 Here, the Parties assert that for Class 1 “during the 2023-24 academic year alone,
5 there were 225 female student[] athletes” and each year more women were added to the
6 class. (Joint Mot. at 7.) Further, for Class 2, the Parties state “there are over 800 women.”
7 (*Id.* at 8.) Both Class 1 and Class 2 are sufficiently numerous to make joinder impracticable
8 and thus numerosity is established.

9 2. *Commonality*

10 Rule 23(a)(2)’s commonality requirement is satisfied where “there are questions of
11 law or fact common to the class.” Fed. R. Civ. P. 23(a)(2). Common questions need not
12 address every aspect of the claims, but they must “generate common *answers* apt to drive
13 the resolution of the litigation.” *Alcantar v. Hobart Serv.*, 800 F.3d 1047, 1052 (9th Cir.
14 2015) (emphasis in original) (citation omitted). A single common question is sufficient.
15 *See id.* Here, “the claims of all proposed Class Members include the same legal questions:
16 whether SDSU engaged in sex discrimination and violated Title IX through (1) the
17 allocation of athletic financial aid to varsity student-athletes and (2) the allocation of
18 benefits and treatment to varsity student-athletes.” (Joint Mot. at 8.) Because common
19 answers to these questions would apply to all class members, commonality is satisfied.

20 3. *Typicality*

21 The typicality requirement considers whether, in comparison to the representative
22 parties, “other members have the same or similar injury, whether the action is based on
23 conduct which is not unique to the named plaintiffs, and whether other class members have
24 been injured by the same course of conduct.” *Parsons v. Ryan*, 754 F.3d 657, 685 (9th Cir.
25 2014). Commonality and typicality “tend to merge” in practice because both of them
26 ‘serve as guideposts for determining whether under the particular circumstances
27 maintenance of a class action is economical and whether the named plaintiff’s claim and
28 the class claims are so interrelated that the interests of the class members will be fairly and

1 adequately protected in their absence.”” *Meyer v. Portfolio Recovery Associates, LLC*, 707
2 F.3d 1036, 1041 (9th Cir. 2012) (quoting *Wal-Mart*, 564 U.S. at 349).

3 The Ninth Circuit’s test for typicality is (1) “whether other members have the same
4 or similar injury”; (2) “whether the action is based on conduct which is not unique to the
5 named plaintiffs”; and (3) “whether other class members have been injured by the same
6 course of conduct.” *Wolin v. Jaguar Land Rover North America, LLC*, 617 F.3d 1168,
7 1175 (9th Cir. 2010) (citation and internal quotation marks omitted). Here, the Parties
8 allege “the named Plaintiffs’ claims are not just typical of the class claims; they are
9 identical” because Named Plaintiffs and class members both allege they “(1) have been
10 denied or imminently will be denied an equal allocation of the benefits and treatment
11 provided to varsity male student athletes at SDSU and (2) have been denied an equal
12 allocation of athletic financial aid provided to male student-athletes at SDSU.” (Joint Mot.
13 at 9.) Because the claims of the putative class are fairly encompassed by the Named
14 Plaintiff’s claims, typicality is satisfied.

15 4. *Adequacy*

16 Rule 23(a)(4) requires the representatives to “fairly and adequately protect the
17 interests of the class.” Fed. R. Civ. P. 23(a)(4). Adequacy involves a two-part inquiry:
18 “(1) do the named plaintiffs and their counsel have any conflicts of interest with other class
19 members and (2) will the named plaintiffs and their counsel prosecute the action vigorously
20 on behalf of the class?” *Hanlon*, 150 F.3d at 1020.

21 a. Class Representatives

22 The Court finds no conflict of interest for the class representatives and is assured
23 that the class representatives participated vigorously in this litigation.

24 b. Class Counsel

25 Class Counsel alleges they have “devoted substantial and sufficient efforts to
26 investigating the facts and identifying the potential claims in this action, have detailed
27 knowledge of the applicable law, and have sufficient resources to commit to representing
28 this putative class.” (Joint Mot. at 10.) The Court finds no conflict that would prevent

1 Casey Gerry Blatt LLP, Bullock Law PLLC, Arthur Bryant Law, P.C., and Haeggquist &
2 Eck, LLP from adequately representing the class members in this case.

3 ***B. Injunctive Relief Class Under 23(b)(2)***

4 Certification under Rule 23(b)(2) is appropriate where defendants have “acted or
5 refused to act on grounds that apply generally to the class, so that final injunctive relief or
6 corresponding declaratory relief is appropriate respecting the class as a whole.” Fed. R.
7 Civ. P. 23(b)(2). “The key to the (b)(2) class is ‘the indivisible nature of the injunctive or
8 declaratory remedy warranted – the notion that the conduct is such that it can be enjoined
9 or declared unlawful only as to all of the class members or as to none of them.’” *Wal-*
10 *Mart*, 564 U.S. at 360. “The fact that some class members may have suffered no injury or
11 different injuries from the challenged practice does not prevent the class from meeting the
12 requirements of Rule 23(b)(2).” *Rodriguez v. Hayes*, 591 F.3d 1105, 1125 (9th Cir. 2010),
13 *abrogated on other grounds as recognized by Rodriguez Diaz v. Garland*, 53 F.4th 1189,
14 1199 (9th Cir. 2022). Here, because SDSU acted in a way that is generally applicable to
15 the class and injunctive relief will apply equally for all class members, Rule 23(b)(2) is
16 satisfied.

17 ***C. Financial Aid Class Under Rule 23(b)(3)***

18 Rule 23(b)(3) requires that “questions of law or fact common to class members
19 predominate over any questions affecting only individual members, and that a class action
20 is superior to other available methods for fairly and efficiently adjudicating the
21 controversy.”

22 ***1. Predominance***

23 First, certification under Rule 23(b)(3) is appropriate where “questions of law or fact
24 common to the class members predominate over any questions affecting only individual
25 members.” Fed. R. Civ. P. 23(b)(3). The Ninth Circuit has held that “there is clear
26 justification for handling the dispute on a representative rather than individual basis” if
27 “common questions present a significant aspect of the case and they can be resolved for all
28 members of the class in a single adjudication.” *Hanlon*, 150 F.3d at 1022. A question is

1 common where “the same evidence will suffice for each member to make a *prima facie*
2 showing [or] the issue is susceptible to generalized, class-wide proof.” *Tyson Foods, Inc.*
3 *v. Bouaphakeo*, 577 U.S. 442, 453 (2016) (alteration in original). The proper question is
4 thus “whether the method of proof would apply in common to all class members . . . not
5 whether the method of proof would or could prevail.” *Lytle v. Nutramax Lab’ys, Inc.*, 114
6 F.4th 1011, 1026 (9th Cir. 2024) (citing *In re Celexa & Lexapro Mktg. & Sales Pracs.*
7 *Litig.*, 915 F.3d 1, 12 (1st Cir. 2019)). To determine whether common evidence can supply
8 classwide answers, the predominance inquiry “begins . . . with the elements of the
9 underlying cause of action.” *Erica P. John Fund, Inc. v. Halliburton Co.*, 563 U.S. 804,
10 809 (2011).

11 Here, the Parties allege “[c]ommon questions of law and fact predominate in the
12 matter *sub judice*: the legal determination of whether SDSU discriminated against female
13 student-athletes by failing to give substantially proportional financial aid as given to their
14 male counterparts is common to every member of Class 2.” (Joint Mot. at 13.) Further,
15 the Parties argue there are common facts because the financial aid analysis is “numbers-
16 driven based on data SDSU maintains and is not subsumed by issues of individualized
17 perception or experience.” (*Id.* at 14.) The Parties cite to *Rapuano v. Trustees of*
18 *Dartmouth College*, 334 F.R.D. 637, 652 (D.N.H. 2020) as an illustrative example. (*See*
19 *id.*) In *Rapuano*, the court found that the subjective element of a Title IX claim did not
20 defeat predominance because common questions predominated over any individualized
21 aspects. *Rapuano*, 334 F.R.D. at 637. Similarly, here, the common question of whether
22 SDSU proportionally spent more money on men’s financial aid predominates over any
23 individualized aspects of the claims. *See Beasley v. Alabama State Univ.*, 966 F. Supp.
24 1117, 1122 (M.D. Ala. 1997) (explaining that the relevant question is whether “male
25 athletes . . . overall, receive dollar amounts of scholarship support, *relative to their actual*
26 *participation level in athletics*, greater than women receive”) (emphasis in original).

27 // /

28 // /

1 2. *Superiority*

2 Second, Rule 23(b)(3) requires Plaintiffs to demonstrate that a “class action is
3 superior to other available methods for fairly and efficiently adjudicating the controversy.”
4 Fed. R. Civ. P. 23(b)(3). Rule 23(b)(3) enumerates a list of non-exhaustive factors
5 pertinent to class certification, including: the class members’ interests in individually
6 controlling the prosecution or defense of separate actions; the extent and nature of any
7 litigation concerning the controversy already begun by or against class members; the
8 desirability or undesirability of concentrating the litigation of the claims in the particular
9 forum; and the likely difficulties in managing a class action. *Id.* The superiority
10 requirement “tests whether class litigation of common issues will reduce litigation costs
11 and promote greater efficiency.” *In re Ferrero Litig.*, 278 F.R.D. 552, 561 (S.D. Cal. 2011)
12 (quoting *Valentino v. Carter-Wallace, Inc.*, 97 F.3d 1227, 1234 (9th Cir. 1996)). Further,
13 for a “request for settlement-only class certification, a district court need not inquire
14 whether the case, if tried, would present intractable management problems . . . for the
15 proposal is that there be no trial.” *Amchem*, 521 U.S. at 620.

16 Here, the Parties submit that “there is no indication that Class Members have
17 expressed an interest in controlling separate actions.” (Joint Mot. at 15.) Further, “no other
18 suits involving the same controversy have been initiated.” (*Id.*) The Court finds classwide
19 resolution is superior to other methods of adjudicating this controversy given the
20 unlikelihood that individual class members would pursue individual lawsuits and the
21 ability for the injunctive relief to provide “future programmatic measures . . . without the
22 need for further long and protracted litigation.” (*Id.*)

23 **CONCLUSION**

24 For the foregoing reasons, the Court **ORDERS** as follows:

25 1. The requirements of Federal Rules of Civil Procedure 23(a), 23(b)(2), and
26 23(b)(3) are satisfied and thus the Court **PRELIMINARILY AND CONDITIONALLY**
27 **CERTIFIES**, for settlement purposes only, the following settlement classes:

1 Pursuant to Rule 23(b)(2):

2 Class 1: All female students who participate in intercollegiate varsity
3 athletics through the termination of the Settlement Agreement or, since
4 February 7, 2022, participated in intercollegiate varsity athletics at San
5 Diego State University.

6 Pursuant to Rule 23(b)(3):

7 Class 2: All female students who participated in intercollegiate varsity
8 athletics at San Diego State University from the 2018–2019 academic
9 year through the 2024–2025 academic year and did not receive all of
10 the athletic financial aid they could have received.

11 2. The Court **APPOINTS** Plaintiffs Madison Fisk, Carina Clark, Natalie
12 Figueroa, Olivia Petrine, Kamryn Whitworth, and Kaitlin Heri as Class Representatives,
13 finding that they will fairly, adequately, and vigorously represent the interests of the classes.

14 3. The Court **APPOINTS** Casey Gerry Blatt LLP, Bullock Law PLLC, Arthur
15 Bryant Law, P.C., and Haeggquist & Eck, LLP as Class Counsel, finding that they will
16 fairly, adequately, and vigorously represent the classes. Although the Court harbors
17 reservations regarding the size of the Class Counsel Fees Award relative to the monetary
18 damages secured for the Class Members, the Court **PRELIMINARILY APPROVES** a
19 Class Counsel Fees Award not to exceed \$1,300,000. *The Class Counsel Fees Award will*
20 *be subject to final approval of the Court, and Class Counsel should be prepared to justify*
21 *the requested fee award both in their motion for Class Counsel Fees Award and at the Final*
22 *Approval Hearing.*

23 4. The Court has considered the proposed settlement of the claims asserted in
24 this matter on behalf of the Class Members. Based upon the Court’s review, it appears that
25 the settlement is fair, reasonable, and adequate, and that each of the following is true:

26 a. the proposed settlement was negotiated at arm’s length;
27 b. the relief provided for the Settlement Classes is adequate, taking into
28 account:

- 1 i. the costs, risks, and delay of trial and appeal;
- 2 ii. the terms of the settlement, including the implementation of a
- 3 Title IX Gender Equity Review and Gender Equity Plan and the damages to
- 4 the members of Class 2;
- 5 iii. the terms of the proposed award of attorneys' fees and costs; and
- 6 iv. that there is no other agreement required to be identified by Rule
- 7 23(e)(3);
- 8 c. the proposed settlement treats Class Members equitably relative to each
- 9 other.

10 5. The Court finds the proposed Plan of Allocation for Class 2 is fair, reasonable,
11 and adequate and **APPOINTS** CPT Group to serve as the Disbursement Administrator.
12 The Court also **PRELIMINARILY APPROVES** CPT Group's fees, estimated to be
13 \$9,750, to be paid by Class Counsel.

14 6. The Court has reviewed the proposed manner of giving notice as set forth in
15 the Settlement Agreement and **FINDS** that the proposed Class Notice and the notice plan
16 satisfy the requirements of Rule 23 and due process, constitute the best notice practicable
17 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
18 thereto, **SUBJECT TO THE CHANGE** to the answer for Question 13 noted in this Order.

19 7. No later than fourteen (14) days after the date of this Order, SDSU **SHALL**
20 **SEND** an email to the last known SDSU email address assigned to all female students who
21 fall within the scope of the definitions of Class 1 and Class 2. The email **WILL INCLUDE**
22 a link to the notice and the full Settlement Agreement that is posted on the University's
23 athletics website. SDSU **WILL MAINTAIN** a link that will be posted on SDSU's varsity
24 athletic website to provide notice to all class members, and Class Counsel will also
25 maintain a Settlement Website until the Final Approval Hearing.

26 8. SDSU **SHALL NOTIFY** Class Counsel of all "bounceback emails" it
27 receives within fourteen (14) days of issuing the Class Notice. For bounceback emails for
28 Class 2 members, the Disbursement Administrator **WILL UTILIZE** appropriate,

1 commercially reasonable steps to provide notice to those class members. For Class 1, if
2 SDSU receives more than a de minimis amount of “bounceback emails” due to
3 undeliverable emails, the Parties **WILL UNDERTAKE** reasonable steps to provide notice
4 to those class members. The Parties **WILL INFORM** the Court of the number of
5 “bounceback email” responses received, and the efforts undertaken to address “bounceback
6 emails.”

7 9. The Court **SETS** a Final Approval Hearing pursuant to Rule 23(e) on **April**
8 **16, 2026, at 1:30 PM**, in Courtroom 14A of the James M. Carter & Judith N. Keep
9 Courthouse, located at 333 West Broadway, San Diego, CA 92101, for the following
10 purposes:

- 11 a. To determine whether the proposed settlement is fair, reasonable, and
12 adequate and should be granted final approval by the Court;
- 13 b. To determine whether a final judgment should be entered dismissing
14 the claims of the Class Members with prejudice while maintaining jurisdiction over
15 the Settlement Agreement, as required by the Settlement Agreement;⁴
- 16 c. To consider the request of Class Counsel for an award of attorney’s fees
17 and expenses; and
- 18 d. To rule upon other such matters as the Court may deem appropriate.

19 10. Members of Class 1 **MAY OBJECT** to the Settlement.

20 a. To exercise this right to object, the Class Member **MUST PROVIDE**
21 a Notice of Objection via First-Class Mail to the Clerk of Court. *The Court will not*
22 *accept notice by email.* Notice of Objection shall also be sent to Class Counsel and
23 Defendant’s Counsel by First-Class Mail and/or email. Notice of Objection may be
24 sent to Class Counsel with instruction for Class Counsel to provide the Notice to the

25
26
27 ⁴ To the extent the Parties intend for the Court to retain jurisdiction after final approval of the
28 Settlement Agreement, in accordance with Section V of the undersigned’s Standing Order for Civil Cases,
the Parties **SHALL EMAIL** a completed Consent to Jurisdiction by a United States Magistrate Judge
form to efile_robinson@casd.uscourts.gov.

1 Court via e-filing. The Notice of Objection must be postmarked no later than **March**
2 **17, 2026.**

3 b. For an objection to be considered by the Court, such objection **SHALL**
4 **BE PERSONALLY SIGNED** by the Class Member or her attorney and **SHALL**
5 **STATE:**

6 i. the Class Member's full name, mailing address, and telephone
7 number;

8 ii. a statement that they are commenting on or objecting to the
9 proposed Settlement in *Fisk, et al. v. California State University, San Diego*
10 *State University, et al.*, Case No. 3:22-cv-00173-TWR-MSB.

11 iii. the factual and/or legal reasons for the comment or objection to
12 the proposed Settlement;

13 iv. any documents supporting the comment or objection; and

14 v. whether they would like to speak at the Final Approval Hearing.

15 11. Members of Class 2 **MAY OPT OUT OF** the Settlement.

16 a. To exercise the right to opt out of the Settlement for Class 2, the
17 members of Class 2 **MUST FILL OUT AND SEND** the "Opt Out Form" included
18 in the Class Notice via Email or First-Class Mail to Class Counsel. The Opt Out
19 Form must be sent via email or postmarked no later than **March 17, 2026.**

20 b. Class Counsel **SHALL INFORM** the Court of all individuals who opt
21 out of the settlement in the Parties' briefing for final approval of the Settlement.

22 12. The right to object **MUST BE EXERCISED INDIVIDUALLY** by an
23 individual Class Member, not as a member of a group and, except in the case of a deceased
24 or incapacitated Class Member, not by the act of another person acting or purporting to act
25 in a representative capacity.

26 13. The Parties **SHALL FILE** all papers in support of final approval of the
27 Settlement by **March 19, 2026.**

1 14. Class Counsel **SHALL FILE** their motion for the Class Counsel Fees Award
2 no later than **April 2, 2026**.

3 15. The Court reserves the right to continue the date of the Final Approval Hearing
4 without further notice to Class Members.

5 16. Pending further Order of this Court, all proceedings in this action except those
6 contemplated herein and in the Settlement are **STAYED**.

7 17. As discussed above, the Court **SETS** the following schedule for the Final
8 Approval Hearing and the actions that must take place before it:

EVENT	TRIGGERING EVENT	DATE/DEADLINE
SDSU will send an email to the last known SDSU email address assigned to all female students within Class 1 and Class 2, with a link to the notice and the full Settlement Agreement that is posted on the University's athletics website.	14 days after the date of this Order	January 21, 2026
SDSU will notify Class Counsel of all "bounceback emails" it receives.	Within 14 days of issuing Notice	February 4, 2026
Last day for Class 1 members to provide a Notice of Objection via First-Class Mail to the Clerk of Court or to Class Counsel with instruction for Class Counsel to provide the Notice to the Court via e-filing.	30 days before Final Approval Hearing	March 17, 2026
Last day for Class 2 members to send the "Opt Out Form" included in the Notice, via Email or First-Class Mail to Class Counsel.		

1	Last day for all papers to be filed in support 2 of final approval of the Settlement.	28 days before 3 Final Approval 4 Hearing	March 19, 2026
5	Last day for Class Counsel to file their 6 motion for the Class Counsel Fee Award.	14 days before 7 Final Approval 8 Hearing	April 2, 2026
9	Final Approval Hearing		April 16, 2026, at 10 1:30 PM in 11 Courtroom 14A

12 **IT IS SO ORDERED.**

13 Dated: January 7, 2026



14 Honorable Todd W. Robinson
15 United States District Judge

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