

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT IN TITLE IX
ATHLETICS LITIGATION AND NOTICE OF A FAIRNESS HEARING**

ATTENTION:

CLASS 1: ALL FEMALE STUDENTS WHO PARTICIPATE IN INTERCOLLEGIATE VARSITY ATHLETICS THROUGH THE TERMINATION OF THE SETTLEMENT AGREEMENT OR, SINCE FEBRUARY 7, 2022, PARTICIPATED IN INTERCOLLEGIATE VARSITY ATHLETICS AT SAN DIEGO STATE UNIVERSITY.

AND

CLASS 2: ALL FEMALE STUDENTS WHO PARTICIPATED IN INTERCOLLEGIATE VARSITY ATHLETICS AT SAN DIEGO STATE UNIVERSITY FROM THE 2018-2019 ACADEMIC YEAR THROUGH THE 2024-2025 ACADEMIC YEAR AND DID NOT RECEIVE ALL OF THE ATHLETIC FINANCIAL AID THEY COULD HAVE RECEIVED.

The United States District Court for the Southern District of California has authorized this Notice. It is not a solicitation or advertisement from a lawyer. You are not being sued.

You have received this Notice because you have been identified as a person who may be a member of one or more of the two Classes in this lawsuit, and the proposed Settlement of the lawsuit may affect your legal rights. You should read this Notice carefully.

You may be a member of both Class 1 and Class 2.

The purpose of this notice is to inform you of a proposed settlement of a lawsuit that may affect your legal rights. This notice includes information about the proposed settlement, information regarding a fairness hearing scheduled by the Court, and the process for being heard by the Court.

INTRODUCTION

This notice is to inform you about a proposed Settlement Agreement in a Title IX class action lawsuit brought by Plaintiffs, who were seventeen female student-athletes, against San Diego State University (“SDSU” or the “University”). The lawsuit is pending in the United States District Court for the Southern District of

California, and is titled *Fisk, et al. v. California State University, San Diego State University, et al.*, Case No. 3:22-cv-00173-TWR-MSB.

Seventeen female student-athletes filed this case on behalf of two classes. The first class (hereinafter “Class 1”) is all female students who participate or, since February 7, 2022, participated in intercollegiate varsity athletics at San Diego State University. The second class (hereinafter “Class 2”) is all female students who participated in intercollegiate varsity athletics at San Diego State University from the 2018-2019 academic year through the 2024-25 academic year and did not receive all of the athletic financial aid they could have received.

The Plaintiffs’ lawsuit alleges, among other things, that SDSU violated Title IX by not providing equal athletic benefits to male and female student-athletes and by not providing equal athletic financial aid to male and female student-athletes. SDSU denies the allegations made by Plaintiffs, and the Court has not made any determination on which side is correct. Instead, the Parties have agreed to a Settlement of their dispute.

YOU MAY BE A MEMBER OF ONE OR BOTH OF THE CLASSES IN THIS LITIGATION.

The named plaintiffs and the University have reached a settlement in the litigation. The terms of this settlement are contained in a proposed Settlement Agreement (hereinafter “Settlement”) and the Court has granted preliminary approval of that Settlement. Along with the granting of preliminary approval of the Settlement, the Court directed that this Notice be sent out to all members of Class 1 and 2 so you can make important decisions as to how to proceed. Then the Court will hold a Fairness Hearing. After potential class members are notified of the Settlement terms and a hearing is held to determine the fairness of the Settlement. The Settlement must be approved by the Court before it can go into effect.

The entire Settlement Agreement, detailing all terms of the Settlement, may be reviewed and/or downloaded at <https://goaztecs.com/titleixsettlement> and/or the settlement website for class counsel, www.SDSUTitleIXsettlement.com.

You can also obtain a copy by any of the following methods:

- Visiting the Clerk of Court’s office of the U.S. District Court for the Southern District of California in Suite 420 on the 4th Floor of the James M. Carter & Judith N. Keep Courthouse, 333 West Broadway, San Diego, CA 92101.

- Contacting Plaintiffs’ attorneys:
 - Lori Bullock (515-423-0551; lbullock@bullocklawpllc.com),
 - Gayle Blatt (619-238-1811; gmb@cglaw.com), or
 - Arthur Bryant (510-391-5454; arthur@arthurbryantlaw.com)

ALL CLASS MEMBERS HAVE THE RIGHT TO BE HEARD IN COURT BEFORE THE SETTLEMENT AGREEMENT IS FINALLY APPROVED.

SUMMARY OF YOUR RIGHTS AND OPTIONS IF YOU A MEMBER OF CLASS 1		
YOUR OPTIONS	RESULTS	DUE DATE
DO NOTHING	If you do nothing, upon final approval of Settlement by the Court, SDSU’s obligations under the Settlement will go into effect. See Questions 10 and 20 for more information.	None
TELL THE COURT HOW YOU FEEL ABOUT THE PROPOSED SETTLEMENT OR OBJECT TO THE PROPOSED SETTLEMENT	You may tell the Court why you do or do not like the terms of the proposed Settlement. You may also object to the Settlement. Instructions for giving a comment or objecting are described later in this notice. See Question 15 for more information.	March 17, 2026
APPEAR AT THE “FAIRNESS HEARING”	If you have filed a written objection by the deadline, and wish to be heard by the Court, you may appear at the “Fairness Hearing” on April 16, 2026 at 1:30 p.m. in courtroom 14A of the James M. Carter & Judith N. Keep Courthouse, located at 333 West Broadway, San Diego, CA 92101. See Questions 16 through 19 for more information.	April 16, 2026

CLASS 2 MEMBERS HAVE THE RIGHT TO OPT OUT OF THE SETTLEMENT FOR DAMAGES BEFORE THE FINAL SETTLEMENT AGREEMENT IS APPROVED.

SUMMARY OF YOUR RIGHTS AND OPTIONS IF YOU A MEMBER OF CLASS 2		
YOUR OPTIONS	RESULTS	DUE DATE
DO NOTHING	<p>If you do nothing, upon final approval of the Settlement by the Court, you will be bound by the Settlement the terms. You will receive a settlement payment at the most current address we can locate for you, or you can choose to receive electronic payment of any amounts due by filing out the secure form located at:</p> <p style="text-align: center;">www.SDSUTitleIXsettlement.com</p> <p>You will also have the opportunity to update your current address on that form as well.</p>	None
TELL THE COURT HOW YOU FEEL ABOUT THE PROPOSED SETTLEMENT OR OBJECT TO THE PROPOSED SETTLEMENT	<p>You may tell the Court why you do or do not like the terms of the proposed Settlement. You may also object to the Settlement. Instructions for giving a comment or objecting are described later in this notice. See Question 15 for more information.</p>	March 17, 2026
OPT OUT OF THE PROPOSED SETTLEMENT	<p>If you want to opt out of receiving the monetary payout associated with the proposed Settlement for the members of Class 2, you can fill out the opt-out form below and return it to Class Counsel via Email or US Mail. You will retain any rights that you may have to individually pursue a claim for damages against SDSU. Instructions for opting out are described later in this notice. See Question 12 for more information.</p>	March 17, 2026

If you do not understand the information in this notice, you should contact one or more of the attorneys for the Plaintiffs listed at the end of this notice. You may also, if you want, contact your own attorney.

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Case Information

1. What is the purpose of this Notice? This Notice is to explain the lawsuit, the proposed Settlement, and your legal rights and how to exercise them. Its purpose is to notify Class Members of the proposed Settlement and the Settlement terms.

2. What is this lawsuit about? This lawsuit alleges that SDSU violated and is violating Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-88 (“Title IX”) by depriving female student-athletes of athletic financial aid and treatment and benefits equal to those provided to male student-athletes at SDSU, and by retaliating against Plaintiffs for filing a Title IX lawsuit. The named Plaintiffs asserted these claims on behalf of the Classes. SDSU denies Plaintiffs’ claims and believes that it has at all times complied with Title IX and that it did not retaliate against the Plaintiffs. The Settlement would resolve all of these claims.

On February 7, 2022, Plaintiffs filed suit against SDSU, individually and on behalf of a class of similarly situated persons, to enforce their rights under Title IX. The Parties have been engaged in litigation since that date.

On September 26, 2025, the Plaintiffs asked the Court to certify two classes for the purposes of settlement. On January 7, 2026, the Court granted that request, certified this lawsuit as a class action, and defined the Classes as follows:

For Plaintiffs’ claims for equal athletic financial aid and equal athletic treatment and benefits going forward, the Court defined the Class as:

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

For Plaintiffs’ claim for damages for unequal athletic financial aid in the past, the Court defined the Class as:

All female students who participated in intercollegiate varsity athletics at San Diego State University from the 2018-2019 academic year through the 2024-25 academic year and did not receive all of the athletic financial aid they could have received.

The Court appointed Madison Fisk, Carina Clark, Natalie Figueroa, Olivia Petrine, Kamryn Whitworth, and Kaitlin Heri as representatives of the Classes. The Court appointed Casey Gerry Blatt LLP, Bullock Law PLLC, Arthur Bryant Law, P.C., and Haeggquist & Eck, LLP, as the attorneys for the Classes.

The Court has not yet conducted a trial on any claims asserted in the lawsuit or otherwise made any final decisions about whether SDSU violated Title IX. The parties have settled their disputes to avoid the cost, time, and uncertainty of further litigation. If the proposed Settlement is approved, there will not be a trial on these claims.

3. What is a class action lawsuit? In a class action lawsuit, one or more persons called “Class Representatives” sue on behalf of other people who all have similar claims. The people who all have similar claims are called the “Class” or “Class Members.” The Class Representatives—and the other individuals who pursued the suit—are called the Plaintiffs. The parties they have sued are called the Defendants (in this case, SDSU and the Board of Trustees of California State University). The lawyers who represent the Class are called “Class Counsel.” In a class action lawsuit, all factual questions and legal issues are resolved together for everyone in the Class in one case. Here, the Parties have agreed to a Settlement. Once the Court issues a final judgment in the class action lawsuit, that judgment will be binding on all Class Members.

4. Why is there a proposed Settlement? This case has been litigated by both sides. The Court did not decide whether the Plaintiffs or SDSU are correct. Instead, both sides agreed to settle this case to avoid the cost, time, and uncertainty of further litigation. The Court has granted preliminary approval of the proposed Settlement. The Settlement does not mean that SDSU agrees that any law was broken or that SDSU believes it did anything wrong. The class representatives and their attorneys think the Settlement is best for the Classes.

Attorneys for SDSU and the Plaintiffs have engaged in extensive, arms-length negotiations, which were mediated by a neutral mediator, United States Magistrate Judge Michael S. Berg. SDSU and the Plaintiffs have been in settlement discussions before and throughout the lawsuit. The negotiations culminated in the proposed Settlement. The attorneys for the Classes believe the terms and conditions of the Settlement are fair, reasonable, and in the best interests of the Class Members. In reaching this conclusion, the attorneys for the Classes have analyzed the benefits of the Settlement, the possible outcomes of further litigation, and the expense and length of continued proceedings necessary to prosecute the claims through trial and possible appeals.

Those Who are Included in the Proposed Settlement

5. Am I a member of the Classes? According to the Court’s order, all female students at SDSU since February 7, 2022, who participated or will participate in

intercollegiate varsity athletics at SDSU through the duration of the Settlement are part of Class 1; and all female students at SDSU who participated as intercollegiate varsity athletes between the 2018-2019 and 2024-2025 academic years and did not receive all of the athletic financial aid they could have received under federal law are part of Class 2. Members of Class 2 are also members of Class 1.

6. Am I included in the proposed Settlement? If you are a member of either Class, you will be included in the proposed Settlement, and it will apply to you if the Court approves the proposed Settlement. If you are a member of Class 2 and you decide to opt out of the Settlement for damages, then that portion of the Settlement will not apply to you.

Proposed Settlement Terms

7. What are the terms of the proposed Settlement? This section will provide you with a summary of the provisions of the proposed Settlement. This is not all the terms. You should read the entire Settlement to ensure that it protects your rights and interests.

As part of the proposed Settlement, the benefits to Class 1 and Class 2 include:

- SDSU agrees to hire an appropriate outside individual, acceptable to Plaintiffs, to conduct a review of the varsity athletic program at SDSU and compare the athletic scholarship amounts and the athletic benefits and treatment provided to the male and female student-athletes. This review is called a Gender Equity Review.
- After the Gender Equity Review is completed, SDSU will work with that individual to create a Gender Equity Plan that will detail the steps SDSU will take, if necessary, to remedy any inequities discovered during the review.
- After it is approved by the outside individual, SDSU will implement the Gender Equity Plan, ensuring the athletic department is in compliance with Title IX's requirements to provide equal athletic financial aid and equal treatment and benefits to male and female athletes by the end of the 2026-27 academic year, absent extenuating circumstances leading to the need to request reasonably necessary extensions, as determined by the outside individual.
- SDSU will provide reports regarding its compliance with the Gender Equity Plan once a year until July 31, 2028.

- While SDSU will continue to comply with Title IX in its intercollegiate athletic program after July 31, 2028, it will not have further obligations under the Settlement Agreement after July 31, 2028.
- In addition to addressing any inequities between male and female student-athletes identified by the Gender Equity Review, SDSU will take other actions including:
 - a. ensure it is providing equitable nutrition (meals and snacks) to a comparable number of male and female student-athletes;
 - b. provide coaches for men's and women's teams the opportunity to have their teams travel by airplane to away games more than a 6-hour drive away from the SDSU campus in an equitable manner;
 - c. provide coaches for men's and women's teams the opportunity to have their teams stay in hotels before competitions in the San Diego area in an equitable manner;
 - d. continue making repairs to the women's outdoor track, which are anticipated will be made during the 2025-26 academic year and continue to assess the need for additional repairs;
 - e. replace the turf on the field used by the women's varsity lacrosse team for practices and competitions no later than the 2027-28 academic year; and
 - f. provide a person who is not a coach or a member of the team to record and/or stream home competitions equitably for its male and female student-athletes and provide publicity equitably to male and female student-athletes.
- The proposed Settlement further provides that, for all Classes SDSU will pay a total, gross sum of \$1,300,000 for the reasonable attorneys' fees, costs, and expenses Plaintiffs incurred pursuing the case.

The proposed Settlement further provides for members of Class 2 that:

- SDSU will pay a total, gross sum of \$300,000 in damages to the members of Class 2, for Plaintiffs' claim that SDSU did not provide equal athletic financial aid to female student-athletes.
- The method for allocation and distribution of these damages to the members of Class 2 is set forth below.

8. Will I receive any money from the Settlement? If you are only a member of Class 1, you will not receive any money from this lawsuit. The claims for Class 1 in this lawsuit are about making SDSU comply with Title IX by treating male and female athletes equitably and offering equitable athletic scholarship opportunities to male and female students going forward.

If you are a member of Class 2, you will receive money unless you opt out. Each Class Member's recovery will be determined using a Court-approved Plan of Allocation. The Plan of Allocation set forth below provides each class member damages based on the number of years they participated in at least one intercollegiate varsity sport for an academic year and did not receive all of the athletic financial aid she could have under federal law.

Class Counsel's Court-Approved Plan of Allocation provides that the \$300,000 in damages will be distributed according to the following formula for Class 2 members who participated as described above at any time between the 2018-19 and 2024-25 athletic seasons. At this time, the allocation is reasonably expected to be as set forth below:

If you participated in at least one varsity sport for 1 year, you will receive \$172.12.

If you participated in at least one varsity sport for 2 years, you will receive \$344.23.

If you participated in at least one varsity sport for 3 years, you will receive \$516.35.

If you participated in at least one varsity sport for 4 years, you will receive \$688.47.

If you participated in at least one varsity sport for 5 years,* you will receive \$860.59.

*Due to COVID-19, some athletes received an additional year of eligibility. Only those students who received an additional year of Covid-eligibility and did not receive all of the athletic scholarship money they could have are included in this payment group.

These amounts may increase if members of Class 2 opt out of the Settlement for this claim.

SDSU played no role in determining the allocation of these funds.

9. What happens if the proposed Settlement is approved? If the proposed Settlement is approved, the Settlement terms will go into effect and all Class Members of Class 1 and all Class Member of Class 2 who did not opt out will be bound by the terms of the proposed Settlement and the Order that implements it.

10. How do I accept the proposed Settlement?

For Class 1: You do not need to do anything to accept the proposed Settlement. If you are a Class Member and the proposed Settlement is approved, you will receive the applicable benefits.

For Class 2: You do not need to do anything to accept the proposed Settlement. If you would like to receive your Settlement funds electronically through PayPal, Venmo, or Zelle, you can fill out the secure form found here: www.SDSUTitleIXsettlement.com. If you do not choose to receive electronic payment, you will receive a paper check sent through U.S. Mail. Selecting electronic payment will result in receiving funds faster than a paper check.

11. Can I get out of the proposed Settlement if I don't like it?

Members of Class 1 cannot elect to get out of or "opt out" of the proposed Settlement if you do not like it. You can present an objection to the Court explaining your opposition and why you believe that it should not be approved for anyone. Those steps are described in Question 15.

If you are member of Class 2, you can opt out of the Settlement.

12. How do I opt out of the Settlement for monetary damages? If you are a member of Class 2 and you wish to opt out of that part of the Settlement, meaning you do not want your allocated money damages, you must submit a written request for exclusion by returning the Opt-Out Form at the end of this notice. You cannot opt out of the Class 1 Settlement terms. You can, however, submit your request to be excluded from the Class 2 Settlement for the money damage portion by submitting the completed form through email to Class Counsel or by mailing the completed form to the Notice Administrator. **Your request must be received via email or postmarked no later than March 17, 2026.** If you opt out of the money damages

claim, you will not receive your allocated share of the \$300,000 as set forth in Question 8.

You may email your opt-out form to:

Lori Bullock (lbullock@bullocklawpllc.com),

Gayle Blatt (gmb@cglaw.com), or

Arthur Bryant (arthur@arthurbryantlaw.com)

Please mail your opt-out form to:

Fisk v. SDSU OPT OUT

c/o Gayle M. Blatt

Casey Gerry Francavilla Blatt LLP

110 Laurel Street

San Diego, CA 92101

The Lawyers Who Are Representing You

13. Do I have a lawyer representing me in this case? Yes. The Court has appointed Class Counsel in this case. They are Arthur Bryant, Lori Bullock, Gayle Blatt, David Casey, Jenna Rangel, and Amber Eck. As Class Counsel, each attorney is required to represent the interests of the Classes in this lawsuit.

Separate from class counsel listed above, class members may enter an appearance through an attorney if the member so desires.

14. How are the lawyers being paid for their work? You do not have to pay the attorneys for the Class any money. As part of the Settlement, SDSU will pay \$1,300,000 to Class Counsel for Plaintiffs' reasonable attorneys' fees, costs, and expenses. If you have any questions about the attorneys' fees, costs, and expenses in this case, you can reach out to Class Counsel at the contact information listed below or review the public filings as instructed in Question 21. You may also support, comment on, or object to Class Counsel's request for attorneys' fees, costs, and expenses through the same process through which you can support, comment on, or object to the proposed Settlement, discussed below.

Supporting or Objecting to the Proposed Settlement

15. How do I tell the Court that I like or do not like the proposed Settlement?

You can tell the Court why the proposed Settlement should, or should not, be approved. You may submit a comment telling the Court that you like the proposed Settlement and that you think it should be approved. You may also object to the proposed Settlement by telling the Court that you do not like the proposed Settlement and do not think it should be approved. The Court will consider comments and objections from Class Members. You are not required to submit any comments or objections.

To comment on or object to the proposed Settlement, you must send a letter to the Clerk of the Court or, if you decide to hire your own attorney, you may have your attorney send a letter on your behalf. The letter must include the following information:

- your full name, mailing address, and email address;
- a statement that you are commenting on or objecting to the proposed Settlement in *Fisk, et al. v. California State University, San Diego State University, et al.*, Case No. 3:22-cv-00173-TWR-MSB;
- the factual and/or legal reasons for your comment on or objection to the proposed Settlement;
- any documents supporting your comment or objection;
- whether you would like to speak at the Fairness Hearing (see Question 19 below for information about the Fairness Hearing); and
- your signature or signature of your attorney if you hire an attorney.

The deadline to submit a comment or objection is March 17, 2026. You must mail your comment or objection to the Clerk of the Court so it is postmarked no later than March 17, 2026. Alternatively, you may send your comment or objection to the Attorney for Plaintiffs at the email or address listed below and request the Attorney for Plaintiffs submit your comment or objection to the Court.

Clerk of Court
James M. Carter & Judith N. Keep Courthouse
333 West Broadway Suite 420
San Diego, CA 92101

If you mail your comment or objection to the Clerk of the Court, please also provide a copy of your comment or objection by mail or email to the Attorney for Plaintiffs and the Attorney for Defendants (SDSU) listed below the same time you send it to the Court.

Attorney for Plaintiffs

Lori Bullock
BULLOCK LAW PLLC
309 E. 5th Street, Suite 202B
Des Moines, Iowa 50309
Tel.: (515) 423-0551
Email : lbullock@bullocklawpllc.com

Attorney for Defendants

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MILLER, CANFIELD, PADDOCK
AND STONE, P.L.C.
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
Tel: (313) 963-6420
Email: schwartzb@millercanfield.com

ALL COMMENTS AND OBJECTIONS MUST BE IN WRITING AND MUST BE EMAILED OR POSTMARKED ON OR BEFORE MARCH 17, 2026.

If you comment on or object to the proposed Settlement, you should explain your reason for doing so. The Court may reject any comments or objections that it deems frivolous or made for an improper purpose. You are not required to submit a comment or objection. Class Counsel will represent the collective interests of the Classes. If you choose to object, your written objection will be shared with the Court, but you may choose to appear before the Court or have your own attorney appear as Class Counsel will not be representing your individual interests. If you choose not to submit a comment or objection, you will waive your right to be heard individually at the Fairness Hearing and any right of appeal that you may have.

Fairness Hearing

16. What is the Fairness Hearing? The Fairness Hearing is a session of the Court during which the Court will hear arguments from the lawyers for the Parties, and possibly from Plaintiffs, and any objectors on whether the Court should approve the proposed Settlement. At this hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may or may not choose to hear testimony and receive additional evidence to help the Court make its decision.

At or after the Fairness Hearing, the Court will decide whether to approve the proposed Settlement. There is no specific deadline for the Court to issue its decision.

17. When and Where will it Occur? The Court has scheduled a Fairness Hearing for **April 16, 2026 at 1:30 p.m. in Courtroom 14A**. The Honorable Judge Todd W.

Robinson will preside over the hearing, which will be held at the U.S. District Court for the Southern District of California in the James M. Carter & Judith N. Keep Courthouse, 333 West Broadway, San Diego, CA 92101. The hearing may be moved to a different date or time without notice, so, if you plan to attend, you should call or email Class Counsel or check any of the websites identified herein for the most current information.

18. Do I Have to Attend the Fairness Hearing? No. Class Counsel will answer any questions that the Court has and will make arguments on behalf of the Classes. Even though you are not required to attend, you may participate in the hearing at your own expense. If you send a comment or an objection, you do not have to attend the hearing. As long as you send your comment or objection according to the requirements of Question 15, the Court will consider it. You may also pay your own lawyer to participate, but it is not necessary.

19. May I Speak at the Fairness Hearing? You and/or a separate attorney that you hire at your own expense may ask the Court's permission to speak at the hearing concerning the proposed Settlement. To do so, you must send a notice that you would like to speak by **March 17, 2026**. The required content of your notice to speak at the Fairness Hearing is outlined in the answer to Question 15.

If You Do Nothing

20. What happens if I don't do anything? If you are a Class Member of either Class, you will be included in the proposed Settlement if it is approved and bound by all of the decisions of the Court regarding the Settlement. See Question 9 for more information.

More Information

21. Where can I get more information? The terms of the proposed Settlement are only summarized in this notice. For the precise and full terms and conditions of the proposed Settlement, please see the full Settlement Agreement posted on the SDSU website <https://goaztecs.com/titleixsettlement> and/or the settlement website for class counsel www.SDSUTitleIXsettlement.com.

All other papers filed in the Litigation are available for inspection in the Clerk of Court's office of the U.S. District Court for the Southern District of California in Suite 420 on the 4th Floor of the James M. Carter & Judith N. Keep Courthouse, 333 West Broadway, San Diego, CA 92101 or use the case number (3:22-cv-00173-TWR-MSB) to look up the filings on the U.S. Federal Court online docket on Pacer, <https://pacer.uscourts.gov/file-case/court-cmecf-lookup/court/CASDC>.

Unless otherwise ordered by the Court, any Class Members of Class 1 who do not make known their objections or opposition to the Settlement in the manner described above shall be deemed to have waived all objections and opposition to the fairness, reasonableness, and adequacy of the Settlement and any other matters pertaining to the claims asserted in the Litigation.

Unless otherwise ordered by the Court, any Class Members of Class 2 who do not object or opt out of Class 2 in the manner described above shall be deemed to have waived all objections and opposition to the fairness, reasonableness, and adequacy of the Settlement and any other matters pertaining to the claims asserted in the Litigation.

You remain in Class 1 even if you object. If you do not want to remain in Class 2, and receive a cash payment as outlined in Question 8 you must opt out using the method set forth in Question 12.

22. What happens after the Fairness Hearing? If the Court approves the proposed Settlement, it will bind all members of the Classes, subject to any appeals. As a result, any person who is a member of the Classes who has not opted out of Class 2 will be barred from separately seeking relief for claims covered by the Settlement once all appeals (if there are any) are exhausted in favor of the Settlement.

IF YOU DO NOT OPPOSE THIS PROPOSED SETTLEMENT, YOU DO NOT NEED TO DO ANYTHING OR APPEAR IN COURT.

You have the right to consult with the attorneys for the Plaintiffs in this lawsuit and ask them any questions you may have. If you have questions or want additional information, you may contact class counsel:

Lori Bullock (515-423-0551; lbullock@bullocklawpllc.com),

Gayle Blatt (619-238-1811; gmb@cglaw.com), or

Arthur Bryant (510-391-5454; arthur@arthurbryantlaw.com)

PLEASE DO NOT CONTACT THE COURT OR THE ATTORNEYS FOR SDSU WITH QUESTIONS ABOUT THE SETTLEMENT, THE PROPOSED SETTLEMENT AGREEMENT, OR THIS NOTICE. CONTACT CLASS COUNSEL OR COUNSEL OF YOUR CHOICE.