

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

CHANEL ADAVENAIXX, individually and
on behalf of all similarly situated,

Plaintiff,

v.

HOWARD UNIVERSITY,

Defendant.

No. 1:23-cv-00663-DLF

DECLARATION OF PLAINTIFF CHANEL ADAVENAIXX

I, CHANEL ADAVENAIXX, make this Declaration pursuant to 28 U.S.C. § 1746:

1. I am the named Plaintiff in this action. I was an undergraduate student majoring in Communications, with a concentration in television and film and a minor in business at Howard University in March 2020, during the Spring 2020 semester.

2. On June 18, 2024, I was appointed by this Court for purposes of settlement as the Settlement Class Representative. I submit this Declaration in support of Plaintiff's request that I be granted a case contribution award for my efforts on behalf of the Class.

3. I currently reside in California.

4. I am represented by Gainey McKenna & Egleston in this action.

5. I initiated contact with Gainey McKenna & Egleston and had discussions with Mr. McKenna and his staff as to the duties and obligations of a plaintiff in a proposed class action. Following this, I agreed to commence a civil action against the University.

6. I also understood it would be my responsibility to possibly travel to Washington D.C. to sit for a deposition and give my testimony in this case, depending on the status of the

Covid-19 virus at that time, or that possibly my deposition could be taken remotely. I also understood that if the case went to trial, I would have to travel to Washington D.C. again and give my testimony live before a jury, or possibly give my testimony live to a jury using remote means, depending on whether this Court was open to the public at the time of the trial or not given the status of the Covid-19 virus at that time. I also understood that I would receive no additional compensation for bringing the proposed class action against the University and also understood that I would receive no recovery on behalf of myself or the settlement class should the action be unsuccessful.

7. I provided information to and answered questions from Mr. McKenna regarding Howard University's closing of the campus and provision of remote educational services to assist him with preparing the complaint on my behalf. I reviewed a draft of the original complaint and authorized it to be filed to commence a lawsuit on behalf of myself and on behalf of the proposed class. The original complaint that included me as a named Plaintiff was filed in this Court in Case No.: 1:20-cv-02872 on October 7, 2020, and then later voluntarily dismissed so that my counsel and I could coordinate and cooperate with another similar action brought against Howard by Mr. Payne, originally filed in the District of Maryland, Northern Division, Case No.: 1:20-cv-01314-RDB and then transferred on December 22, 2020 (ECF No. 31) to this Court and assigned case number 1:20-cv-03792-DLF ("*Payne* Action"). I stood ready to be a proposed class representative in the *Payne* Action.

8. After the motion to dismiss was denied in part in the *Payne* Action, discovery commenced, but it was then learned that Mr. Payne had commenced a bankruptcy proceeding and his claim against Howard University was barred. In the interim, to preserve the statute of limitations, I then reviewed and authorized a new civil action to be filed in this Court on behalf of

myself and the proposed Class. My complaint was filed on March 10, 2023, and assigned Case No.: 1:23-cv-00663. Thereafter, the *Payne* Action was dismissed pursuant to a motion by Plaintiff Payne and so ordered by this Court on April 12, 2023 pursuant to a Minute Order.

9. In prosecuting my claims, I hoped to obtain a monetary recovery for myself and all other similarly situated Howard University students who were forced onto an emergency remote teaching platform and denied access to the campus and campus facilities for which students had paid tuition and other fees.

10. As the action progressed, I conferred regularly with Gainey McKenna & Egleston, and in particular, Thomas J. McKenna. In addition to numerous telephone calls with counsel to discuss the case, I also exchanged emails and texts with counsel about the progress of the case and also sent and received numerous correspondences with my lawyers.

11. Mr. McKenna often had questions for and needed information and documents from me concerning my time at the University, my interactions with the University, documents generated by me and/or the University which the University and I exchanged, all in an effort to advance the claims of the students that the University had breached its contracts with Howard students by keeping the tuition and fees paid towards the Spring 2020 Semester. I readily provided to him whatever I knew or could find that he requested.

12. I participated in the following activities during the course of the litigation: (i) reviewing and investigating claims against the University; (ii) communicating with my counsel in connection with the investigation of the claim and the preparation of my original class action complaint, my second filed complaint, and the filing of each one; (iii) reviewing public records and other documents such as University-related documents and other materials in connection with the case against Defendant; (iv) following news stories about the University and the closure of the

campus and alerting my counsel to any that seemed relevant; (v) reviewing and approving all complaints filed on my behalf and other pleadings and documents filed in the action and discussions with my counsel in connection therewith; (vi) cooperating in the prosecution of the Payne Action; (vii) regular update communications with counsel concerning the status and strategy of the action; (viii) searching my own files for University-related documents and sending what I found to my counsel; (ix) communications with my counsel about the settlement negotiations and mediation efforts my counsel were conducting with the University's counsel in an attempt to settle this Action; (x) review and approval of the terms of the proposed settlement; and (xi) review of the written settlement documents and the motion papers to this Court to give preliminary approval to this settlement.

13. I understood in bringing this case as a named plaintiff that I was exposing myself to potential attack by Defendant as someone who could not appropriately serve as a class representative for whatever reasons Defendant would try to advance.

14. Nonetheless, I agreed to subject myself to that scrutiny and run these real risks for the benefit of the proposed class.

15. I approached each of these tasks with diligence, focus, and commitment.

16. I conferred with Mr. McKenna when the parties agreed to engage in settlement negotiations, and I agreed that the parties should discuss settlement and attend a mediation.

17. I agreed with my counsel that the mediator's settlement recommendation that the Action be settled for the payment of the sum of \$2,073,680 by the University, should be accepted as in the best interests of the Class and presented to this Court for its review.

18. I recently received, via an email to my email account, a copy of the Settlement notice which I understand was also emailed to all Class Members. It directed me to the Claims

Administration website where I was able to see the further details of the Settlement and the various different mechanisms that Class Members can select to receive their share of the Settlement Fund, such as by paper check, Venmo or pre-paid Visa card. I made my selection.

19. I have not kept detailed daily or other time records which would show the precise amount of time which I have devoted to this action, but I have reviewed my records of my communications with Plaintiff's counsel and the court papers I reviewed. I estimate that my total time devoted to this litigation, including all of my phone calls, emails and other consultations with Plaintiff's counsel, reviewing the pleadings and other court papers in the case, together with the time I spent consulting on and reviewing the terms of the proposed settlement and the written settlement papers, involved many dozens of hours of my time from 2020 to the present.

20. For all the foregoing reasons, I respectfully request that this court grant me the requested case contribution award from the funds obtained in this Settlement.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on September 6, 2024

Chanel Adavenaixx

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