

Executive Summary of the Howard University Alumni Plaintiffs' Motion for Reconsideration

Case Caption: *Timothy Jenkins, et al. v. Howard University, et al.*

Court & Docket: Superior Court for the District of Columbia, Civil Division

Case No.: 2025-CAB-008196

Presiding Judge: Hon. Julie H. Becker

Filing Date: Friday, September 4, 2026

NOT A LEGAL INTERPRETATION

Key Threshold Victories: Judicial Validation of Standing and "Injury in Fact"

The Howard University Alumni Plaintiffs filed a **Motion for Reconsideration** following the Court's August 27, 2026 Order. Despite dismissing the case, the Court established two precedent-setting threshold victories for alumni challenging university governance:

- **Individualized Standing:** The Court explicitly rejected Howard's jurisdictional challenge, holding that Howard's Bylaws confer an individualized governance interest directly on Plaintiffs—specifically, the right to vote for and be represented by Alumni Trustees.
- **Concrete "Injury in Fact":** The Court confirmed that the unilateral suspension and elimination of Alumni Trustee elections caused Plaintiffs a non-speculative, legally cognizable injury.

Summary of Threshold Victories: The Court confirmed that Howard's Bylaws confer individualized governance rights directly on alumni rather than abstract institutional preferences, establishing that the deprivation of these participatory rights created a concrete, cognizable injury.

Reader Roadmap: This summary proceeds in four steps:

1. it identifies the Court's threshold rulings on standing and injury;
2. it summarizes the three asserted Rule 59(e) reconsideration grounds;
3. it explains how each claim fits within the Motion's detailed legal analysis; and
4. it connects those alleged legal errors to the specific relief requested.

Core Arguments for Rule 59(e) Reconsideration

While the Court correctly resolved standing and injury, the Alumni Plaintiffs' Motion asserts it committed manifest legal errors when evaluating substantive claims:

Summary of Reconsideration **Claims**:

1. **Ultra Vires Claim:** The 2020 suspension by the Governance Committee Chair lacked legal authority, and Article VIII quorum rules cannot cure an unlawfully constituted Board under Article I composition mandates.
2. **Breach of Contract Claim:** Formal corporate bylaws create binding contractual duties under D.C. law, and Howard's official 1925 institutional record provides concrete proof of a century-old bargained-for exchange.
3. **Third-Party Beneficiary Claim:** Alumni are explicitly named intended beneficiaries whose rights are directly supported by the Court's standing and injury determinations.

Detailed Section-by-Section Analysis of the Motion

I. Reinstatement of the Ultra Vires Claim

The dismissal rested on two critical analytical errors regarding corporate authority and quorum requirements:

- **A. The Governance Committee Chair's Authority:**
 - **Unilateral Action:** In April 2020, the Governance Committee Chair suspended Alumni Trustee elections unilaterally without a Board vote or Bylaw amendment, citing COVID-19.
 - **Absence of Delegated Power:** The Court pointed to general powers vested in the full Board, but identified no Bylaw, Charter provision, or formal Board delegation conferring emergency power on a single committee chair.
 - **Mandatory "Shall" Command:** Article I mandated that three Trustees *shall* be Alumni Trustees. The absence of a negative prohibition (stating a chair "shall not suspend elections") does not make a mandatory command optional. The Court cited such absence as a basis for its decision to dismiss.
- **B. Disconnect Between Composition (Article I) and Quorum (Article VIII):**
 - **Lawful Composition vs. Physical Attendance:** Quorum requirement (Article VIII) dictates how many members must attend a meeting; it does not supersede Article I, which dictates who legally belongs on the Board.
 - **Structural Defect:** Because the Chair's unauthorized suspension allowed required seats to lapse, the Board that voted in November 2021 was improperly constituted and could not retroactively validate its composition.
 - **Unsupported Quorum Predicate:** The Court assumed the Board met Article VIII's requirement of "one-half of total membership" without evidence in the record establishing actual total membership, attendance, or voting totals.

II. Reconsideration of the Breach of Contract Claim

Plaintiffs urge the Court to reconsider the contract dismissal or grant leave to amend under Rule 15(a):

- **A. Bylaws as Binding Legal Obligations:** Under D.C. law (*Meshel v. Ohev Sholom* and *Daley v. AKA Sorority*), formal corporate bylaws create binding contractual obligations. Howard was bound by its operative Bylaws and could not treat mandatory provisions as optional during the 18 months preceding the vote.
- **B. The 1925 Institutional Record:** Howard's official archive (*The 1925 Bison*) confirms Alumni Trustee representation was the direct result of a sustained, organized alumni campaign. The Board adopted these seats in 1924–1926 in direct response to this movement, indicating a 100-year bargained-for exchange.
- **C. Right to Amend under *Bare v. Rainforest Alliance*:** D.C. pleading standards reject a "one-strike-and-you're-out" rule. If historical contracting details were lacking, the proper remedy is granting leave to amend, not dismissal with prejudice.

III. Reinstatement of the Third-Party Beneficiary Claim

Plaintiffs challenge the dismissal under *Silberberg v. Becker*:

- **Ascertainable Beneficiary Class:** D.C. law does not require beneficiaries to be individually named. Article I specifically creates "Alumni Trustees," fixes their number at three, and assigns alumni an active, direct role in their nomination and election.
- **Synergy with Standing Ruling:** The Court's finding that Plaintiffs suffered a concrete, individualized injury directly reinforces their intended beneficiary status. It is logically inconsistent to hold that Bylaws confer an individualized governance right while labeling alumni mere "incidental" beneficiaries.

Legal Authorities at a Glance

- **Ultra Vires Claim:** *Daley v. AKA Sorority* and *Jackson v. George* support the principle that general corporate authority does not excuse action taken by an unauthorized actor or cure a board-composition defect created before the formal amendment vote.
- **Breach of Contract:** *Meshel v. Ohev Sholom* supports treating formal bylaws as binding obligations, while *Bare v. Rainforest Alliance* supports leave to amend if the Court concludes additional historical contracting facts are needed.
- **Third-Party Beneficiary:** *Silberberg v. Becker* and *Western Union* frame the beneficiary issue around whether alumni are an ascertainable intended class, which Plaintiffs argue follows from the Bylaws' express Alumni Trustee provisions and the Court's standing ruling.

Taken together, the alleged errors point to a single remedial logic:

- since the 2020 election suspension was not in accord with the Bylaws,
- because the Bylaws created enforceable governance obligations, and
- since alumni were intended beneficiaries of those obligations, then...

-reconsideration by the Court should reinstate the case and restore the claims or, at minimum, permit amendment and targeted discovery before any final dismissal.

Conclusion and Requested Relief

Plaintiffs respectfully request that the Superior Court grant their Rule 59(e) Motion for Reconsideration and:

1. **Reinstate the Ultra Vires Claim:** Evaluate whether the unauthorized 2020 election suspension by the Governance Committee Chair invalidated the Board composition that voted on the November 2021 amendment.
2. **Reinstate or Grant Leave to Amend Contract Claims:** Reconsider contract and third-party beneficiary counts under D.C. precedent and Howard's 1925 record, OR grant leave to file an Amended Complaint.
3. **Authorize Targeted Discovery:** Grant targeted discovery into internal Board records (confidential for 25 years under Bylaws) regarding committee chair delegations, meeting notices, attendance records, quorum calculations, and the November 2021 vote to abolish Affiliate Trustees.

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