

06/04/2025

NOTICE OF CONSTRUCTIVE AGREEMENT BY SILENCE (Doctrine of Tacit Acquiescence)

Preliminary Revised Bill of Costs & Settlement Notice

Plaintiff: Rev. Dr. Christina Clement,
HH Empress Queen Christina, Locs Is Our Artifact of Faith
Case Nos.:

- U.S. District Court for the District of Columbia: 1:24-cv-00479-RC
- D.C. Court of Appeals: 24-5263

Preliminary Nature of This Submission

This Revised Bill of Costs is preliminary and non-final. It remains open and subject to increase until:

1. Full remittance of all currently claimed and previously awarded costs is received by the Plaintiff.
2. All settlement offers, particularly those targeting historically redlined districts, are formally acknowledged and executed.

New Settlement Component: Redlining Relief

Settlement proposals are currently being submitted to:

- City governments, ET AL,
- State agencies, ET AL,
- Congressional task forces, ET AL, and
- International partners ,ET AL

These proposals are based on:

- Redlined community data from HUD, CFPB, and historical urban planning records as of June 4, 2025
- HR 40 amendment implementation recommendations,
- Executive Orders (Chicago, Atlanta, D.C.) on reparations (correct terminology restitution) and housing discrimination, and

- Local council hearings addressing Black disenfranchisement in real estate and lending et al.

Forms of relief offered in settlement may include:

- Direct cash payments and land grants to State of Loc Nation Global Public Benefit Trust as per Doc 82 10/21/2024 Transfer Agreement of Assets, et al pertaining to affected individuals and/or districts, authorized by Clement Dynasty Dynasty Trust, and its authorized affiliates.
- Public benefit easements and property tax abatements,
- Community land trusts and restitution zoning changes,
- Bank restitution or foreclosure reversal actions in coordination with the U.S. Treasury and OCC.

Cost Categories (Itemized, Incurred, or Proposed)

(To be finalized after settlement negotiations and payments)

Category	Description	Estimated Cost (USD)
Legal Printing & Reproduction	Notices, pleadings, and filings	\$6,800
Travel	For redlining advocacy, meetings, announcements	\$17,450
Legal Notices	Sent to city governments and finance institutions	\$4,000
City Council / Capitol Meetings	Atlanta, D.C., Chicago, Philadelphia, Detroit, Boston	\$9,100
Georgia Capitol / Reparations Forum	Public announcement and state outreach	\$6,750
Bank, Treasury, and OCC Meetings	Regarding real estate abuse and redlined property claims	\$8,950
Land Patent Oversight / LND	Redistricting, deed validation, and land title clarification	\$11,200

Category	Description	Estimated Cost (USD)
Redlined District Settlement Structuring	Financial modeling, title corrections, policy proposals	\$16,000

Both Bill of cost presented in DC Case 1:24 cv 00479 RC and DC 24-5263 still is outstanding.

Legal and Moral Basis for Relief

Relief and cost justification derive from:

- 28 U.S.C. § 1920 and FRCP 54(d) — Allowable costs to prevailing parties,
- 42 U.S.C. §§ 1981–1982 — Right to contract and hold property without racial discrimination,
- 28 U.S.C. § 1505, § 1491(2) — Jurisdiction over treaties and taking claims,
- HR 40, Executive Orders, and local government reparations (correct terminology restitution) legislation,
- Fifth Amendment Takings Clause — For past redlined property loss and inverse condemnation.

Official Position on Finality

This Revised Bill of Costs is not final and shall remain open until:

- All authorized reimbursements are issued, and
- Settlement offers for redlining districts are formally executed by the parties responsible.

Plaintiff retains all rights to amend this Bill of Costs, pursue ongoing judicial and legislative remedies, and seek additional reparative measures.

. LEGAL BASIS FOR AGREEMENT BY SILENCE

Pursuant to the following legal doctrines and statutes:

- Federal Rules of Civil Procedure, Rule 8(b)(6) – *An allegation is admitted if a responsive pleading is required and the allegation is not denied.*
- Restatement (Second) of Contracts § 69(1)(c) – *Silence may constitute acceptance when the offeree has reason to understand that assent may be manifested by silence or inaction.*

- U.C.C. § 2-206 – *Acceptance can be made in any reasonable manner; silence can serve as acceptance where conduct indicates assent.*
- 28 U.S.C. § 1920, Rule 54(d) – *Costs allowable to prevailing parties; unrebutted costs stand as final.*
- Federal Common Law on Estoppel by Silence – *Failure to timely object constitutes waiver and implied agreement.*

NOTICE

The undersigned respectfully provides final notice to all parties, agents, attorneys, and public authorities served in this matter:

That failure to timely rebut or respond to the Preliminary Revised Bill of Costs & Settlement Notice, filed and served on June 4, 2025, constitutes legal admission and constructive agreement to the itemized claims, settlement terms, and cost demands therein.

Silence, inaction, or refusal to engage the terms shall be treated as tacit acquiescence, under the authority of the laws cited above. The record shall reflect legal consent by default, unless specific and lawfully grounded objection is entered into the record by deadline.

CONCLUSION

Accordingly, unless formal objection, counteroffer, or motion to strike is received by the Plaintiff within the time permitted by court rules and notice law, all unchallenged provisions, amounts, and settlement terms shall be deemed agreed to in fact and in law, and may be enforced via further motion or court judgment.

Respectfully submitted,

Thank you for your attention to this matter.



Rev. Dr. Christina Clement, President of Black USA, TE
On Behalf of State of Loc Nation Global Public Benefit Corporation
On behalf of State of Loc Nation Global Public Benefit Trust

8 The Green, Suite 22023

Dover, DE 19901

678-780-5557

Rule 5 (c) Signing. A filing made through a person's electronic –filing account and authorized by that person, together with that person's name on a signature block, constitutes the person's signature.

CERTIFICATE OF SERVICE

I hereby certify that on June 4, 2025, I electronically emailed the foregoing with the Clerk of the Court using the email address dcd_cmecf@dcd.uscourts.gov and dcd_intake@dcd.uscourts.gov, which clerk will send notice to all parties.

Certified Legal Statement

This "Notice of Constructive Agreement by Silence" is enforceable as an undisputed declaration of terms, costs, and relief. All references to statutes, doctrines, and case law are valid and controlling. No element of this document is facially contestable absent a timely, specific, and legally grounded objection as per DC 1:24 cv 00479 RC and DC 24-5263 no defendant dispute is on record.

"CHRISTINA CLEMENT