

U.S. DISTRICT COURT  
DISTRICT OF COLORADO

Laurence R. Goodman  
P.O. Box 3792,  
Boulder, Colorado 80307-3792

June 13, 2018 2018 JUN 13 PM 12:59  
Hand Delivered

JEFFREY P. COLWELL  
CLERK

UNITED STATES COURT DISTRICT OF COLORADO,  
Alfred A. Arrja Courthouse 901 19th Street, Denver Colorado 80294-1189 DEP. CLK  
Re: Case No. 1:17-cv-01680-RM-KLM

STATE OF COLORADO )  
 ) ss.  
County of Boulder )

THIRD COMMERCIAL AFFIDAVIT - NOTICE OF INTEREST

For a three-week Jewish International Law,  
(21 day) statutory Grace Period  
18 USC 4 Issue: **Notice of Default**; removal of  
Denver District Court Case No. 17CR10088 to  
United States District Court Case No. 1:17-cv-01680-RM-  
KLM for a Judgment Nihil Dicit.

I, Laurence Rene' Goodman, affiant, uncompromised freeman, in propria persona and sui juris, state and affirm:

On 6/22/2018, 8:15 AM, a THIRD COMMERCIAL AFFIDAVIT - NOTICE OF INTEREST was hand delivered to the UNITED STATES DISTRICT COURT DISTRICT OF COLORADO and was sent by Certified Mail to the other parties in Case Number: 1:17-cv-01680-RM-KLM.

Case Name: Goodman v. Persons posing as Public Officers within Colorado State Government Agencies. However, on 10/19/2017 an AMENDED COMPLAINT was filed in this case entitled Laurence R. Goodman, et al., v. John W. Hickenlooper, et al., and Cynthia H. Coffman, et al.

The three-week Jewish International Law (21 day) statutory Grace Period of the THIRD COMMERCIAL AFFIDAVIT - NOTICE OF INTEREST has expired and the defendants have accepted, as Truth in Commerce, my uncontested assertion by silent acquiescence. As a result, a Judgment in Commerce has been generated and I demand a Nihil Dicit Judgment by the UNITED STATES COURT DISTRICT OF COLORADO. See Memorandum of Law and proposed Nihil Dicit Judgment.

The Judgment in Commerce from the said THIRD COMMERCIAL AFFIDAVIT - NOTICE OF INTEREST evidences that Robert Shapiro, prosecuting attorney in Denver District Court Case No. 17CR10088, and Michael Spear Judge in the same case, are engaged in a malicious prosecution by a process that is laid down to deny me of the natural unalienable right to self-defense by use of Motions in Limine, a theoretical approach to actually destroy somebody. I, the accused, have not yet exhausted my remedies in Commerce and the said Denver District Court may not proceed.

Additionally, the said Judgment in Commerce evidences, by a listing of their Dun & Bradstreet numbers, that privately held companies; the Office of the Governor, Office of the Attorney General, and the Judicial Court of Colorado are waging a 'Mixed War' on the People. Blk's Law Dict., 4th Ed., 1968, pg. 1754. See 18 U.S.C. § 2331 "active war" resulting in injured and harmed daily by criminals in violation of 42 U.S.C. § 1994, 42 U.S.C. § 12203, 18 U.S.C. §§ 241 and 242, 18 U.S.C. 1513, 18 U.S.C. §§ 1581 - 1589, including war crimes defined in 18 U.S.C. §§ 2340 - 2340A considered to be breaches of Article III of The Hague Convention IV, 'Respecting the Laws and Customs of War on Land' 1907, also known as the Geneva Convention

I, Laurence Rene' Goodman, certify and swear on my own Commercial Liability, that I have read the foregoing instrument, titled THIRD COMMERCIAL AFFIDAVIT - NOTICE OF INTEREST, and know the content thereof, and that, to the best of my knowledge and belief, it is true, correct, complete, and not misleading, the truth, the whole truth, and nothing but the truth. I reserve the right and duty to update and correct this instrument as needed.

I, Laurence Rene' Goodman autograph: Laurence Rene' Goodman make this claim.

[Signature]  
Witness

[Signature]  
Witness

Page 1 of 2 BOULDER COUNTY, State of Colorado  
Certified to be a full, true and complete copy  
as appears upon the records of my office.

HILARY HALL, CLERK & RECORDER  
[Signature] JUN 13 2018  
Deputy Clerk Alexandra Cruz Date



## CERTIFICATE OF MAILING

Re: Case No. 1:17-cv-01680-RM-KLM

I/we certify that true and correct copies of the THIRD COMMERCIAL AFFIDAVIT – NOTICE OF INTEREST Notice of Default and this certificate of mailing (2 pages), Memorandum of Law (2 pages), proposed Nihil Dicit Judgment (3 page) (7 pages total) were sent by first class mail, postage prepaid in a securely sealed envelope, on this the 13<sup>TH</sup> day of June 2018, addressed to:

Alfred A. Arrja United States Courthouse  
901 19<sup>th</sup> Street Rm A 105  
Denver, Colorado 80294-3589  
Hand Delivered

Office of the Attorney General  
Washington, D.C. 20530  
Certified Mail No. 7016 2710 0000 4448 5430

Matthew David Grove  
Colorado Attorney General's Office  
Ralph L. Carr Colorado Judicial Center  
1300 Broadway  
Denver, Colorado 80203  
Certified Mail No. 7016 2710 0000 4448 5447

Office of the United States Attorney, District of Colorado  
1801 California Street, Suite 1600  
Denver, Colorado 80202  
Certified Mail No. 7016 2710 0000 4448 5454

Marcia S. Krieger  
901 19<sup>th</sup> Street  
Denver, Colorado 80294-3589

See Boulder County Clerk and Recorder Public Records RF: 03627499\*:

Notice was not given to relevant Colorado State individuals pursuant to Fed. R. Civ. P. 65(b)(1), because the state court assumedly protected itself, signaling an intentional act to deny federal and state law. I was explicitly told in open court that I was not allowed to copy my pleadings to any relevant Colorado State individuals. Additionally, I was intimidated and threatened with a jail sentence by Judge Michael Spear in Denver District Court Case No. 17CR10088 and prosecuting attorney Robert Shapiro, in violation of 18 U.S.C. 1513, to prevent me from informing appropriate authorities of such activities.

*Lawrence R. Goodman*

## MEMORANDUM OF LAW

Affidavits must contain the following:

- 1) A matter must be expressed to be resolved.
  - 2) In Commerce Truth is Sovereignty
  - 3) Truth is express in the form of an Affidavit
  - 4) An un-rebutted affidavit stands as Truth in Commerce
  - 5) An un-rebutted affidavit becomes the Judgment in Commerce
- An Affidavit un-rebutted stands as Truth.

### Doctrine of Acquiescence

Under the Doctrine of Acquiescence as well as the Maxim in Law which states that "silence shows consent" 6 Barb. [N.Y.] 2B, 35. *Qui non negat, fatetur* and "He who does not deny, agrees," (Trayner, Maxim 503), the Appellee's silence constituted their agreement with the Appellants' arbitration proposal terms and conditions under the legal Doctrine of Tacit Procuration.

The common law doctrine of estoppel by acquiescence is applied when one party gives legal notice to a second party of a fact or claim, and the second party fails to challenge or refute that claim within a reasonable time. The second party is said to have acquiesced to the claim, and is estopped from later challenging it, or making a counterclaim. The doctrine is similar to, and often applied with, estoppel by laches.

Silent acquiescence or acquiescence by silence is a related doctrine that can mean, and have the legal effect, that when confronted with a wrong or an act that can be considered a tortuous act, where one's silence may mean that one accepts or permits such acts without protest or claim thereby loses rights to a claim of any loss or damage.

The doctrine of acquiescence, although typically not found in law, is found a lot in precedent. The doctrine of acquiescence has been mentioned over a thousand times in case law. Especially seen in the following United States Supreme Court rulings:

Georgia v. South Carolina, 497 U.S. 376, (1990)

Central Pacific Railway Co. v. Alameda County, 284 U.S. 463, (1932)

### The Power of an Affidavit of Truth

The principle that no more than an un-rebutted, uncontested, or unanswered affidavit is necessary to move the court to hear the case or make the Prima Facie Case can be found in:

*United States vs. Kis*, 658 F.2d, 526, (7th Cir. 1981); Cert Denied, 50 U.S. L.W. 2169; S.Ct., (1982).

*United States v. Lopez*, No. 07-3159, (10th Cir. 03/04/2008).

*Wright v. Commandant*, USDB, No. 03-3214, (10th Cir. 04/09/2004)

*Kazmaier v. Wooten*, 761 F.2d 46 (1st Cir. 04/30/1985).

*Carmichael v. United Technologies Corp.*, 835 F.2d 109 (5th Cir. 01/07/1988)

*Sorola v. City of Lamesa*, 808 F.2d 435 (5th Cir. 01/27/1987)

*Justofin v. Metropolitan Life Insurance Co.*, 372 F.3d 517 (06/25/2004).

The principle that an affidavit uncontested, un-rebutted, or unanswered must be accepted as true can be found in:

*Morris v National Cash Register*, 44 S.W. 2d 433

*Melovich Builders v. San Bernardino County (Serbia)* 207 Cal.Rptr. 47 (Cal.App.4 Dist. 1984)

### Nihil Dicit

NIHIL DECIT JUDGMENT. The name of the judgment which may be taken as of course against a defendant who omitted to plead or answer the plaintiff's declaration or complaint within the time limited. In some jurisdictions it is otherwise known as judgment "for want of a plea". Black's Law Dictionary, Sixth Edition, page 1045

NIHIL DICIT. He says nothing. It is the failing of the defendant to put in a plea or answer to the plaintiff's declaration by the day assigned; and in this case judgment is given against the defendant of course, as he says this case judgment is given against the defendant of course, as he says nothing why it should not. Vide 15 Vin. Ab. 556; Dane's Ab. Index, h.t. nothing why it should not. Vide 15 Vin. Ab. 556; Dane's Ab. Index, h.t. nothing why it should not. Vide 15 Vin. Ab. 556; Dane's Ab. Index, h.t.

### Public Policy

Colorado Rules of Civil Procedure (2016), Rule 8(d) Effect of Failure to Deny. Averments in a pleading to which a responsive pleading is required, other than those as to the amount of damage, are admitted when not denied in the responsive pleading.

### Biblical Tora Law

Commerce is antecedent to and more fundamental to society than courts or legal systems, and exists and functions without respect to courts or legal systems under the following maxims:

TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT. Lev. 5:4-5; Lev. 6:3-5; Lev. 19:11-13; Num. 30:2; Mat. 5:33; James 5:12 The Commercial affidavit is my solemn expression of your truth. In commerce, an affidavit must be accompanied and must underlay and form the foundation for any commercial transaction whatsoever. There can be no valid commercial transaction without someone putting their neck on the line and declare, "this is true, correct, complete and not meant to mislead", it is a two edged sword; it cuts both ways.

AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE. 12 Pet. 1:25; Heb. 6:13-15 Claims asserted under the affidavit, have not been rebutted, and indeed emerge as the truth of the matter. Legal Maxim: "He who does deny, admits."

AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGMENT IN COMMERCE. Heb. 6:16-17. There is nothing left to resolve. Any proceeding in a court, tribunal, or arbitration forum consists of a contest, or duel, of commercial affidavits wherein the points remaining unrebutted in the end stand as truth and matters to which the judgment of the law is applied.

IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE EXPRESSED. Heb. 4:16; Phil. 4:6; Eph. 6:19-21. No one is a mind reader. You have to put your position out there, you have to state what the issue is, to have someone to talk about and resolve. Legal Maxim: "He who fails to assert his rights has none."

HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY DEFAULT. Book of Job; Mat. 10:22 This means that the affidavit which remains unrebutted point for point stands as "truth in commerce", since Matthew D. Grove has left the battlefield.

SILENCE IS TO ADMIT. 1 Samuel 2:9 (NIV) He will guard the feet of his faithful servants, but the wicked will be silenced in the place of darkness. "It is not by strength that one prevails;

SILENCE IS TO ADMIT. Psalms 31:18 Let their lying lips be silenced, for with pride and contempt they speak arrogantly against the righteous.

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Dun & Bradstreet numbers: State of Colorado – 815057126; Executive Office Of The State Of Colorado, A privately held company in Denver, CO., NAICS Code – 921110; COLORADO ATTORNEY GENERAL 802471543; ATTORNEY GENERAL, COLORADO - 802032104, 802031700, 802031714; the Judicial Court of Colorado – 802032104; Judiciary Courts of The State of Colorado - 361723943

See Boulder County Clerk and Recorder Public Records RF: 0351224, 03617756, 03617757, 03621011, 03622235, 03621011, 03623713, 03624329, 03627499\*, 03651728, 03654046, 03656416, and 03656417.

*Lawrence R. Rini, Esq.*

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO

Laurence R. Goodman, et al.,  
Plaintiff,

Civil Action No. 17-cv-01680-KLM (MIX)

John W. Hickenlooper, et al., and  
Cynthia H. Coffman, et al.

Defendants.

**IMPERATIVE AND DEMAND UNDER JUDICIAL NOTICE FOR EMERGENCY**

**NIHIL DICIT JUDGMENT**

This matter having come before this court on Plaintiff's application under entry of a **Nihil Dicit Judgment** against Defendants John W. Hickenlooper, et al. and Cynthia H. Coffman, et al. under Rule 55(a) of the Federal Rules of Civil Procedure. After having considered the premise and authorities submitted by the Plaintiff the court finds as follows:

1. A default was entered by the Clerk of Court against Defendants John W. Hickenlooper, et al. and Cynthia H. Coffman, et al. on June <sup>13<sup>th</sup></sup> 4, 2018.
2. Defendants are not minors, not incompetent persons.
3. Defendants did not respond or otherwise rebut the **SECOND COMMERCIAL AFFIDAVIT – NOTICE OF INTEREST** within the three-week Jewish International Law, (21 day) statutory Grace Period. The defendants have accepted, as Truth in Commerce, the uncontested assertion by silent acquiescence.
4. The imperative and demand that the Court take judicial notice of the Judgment in Commerce under a Nihil Dicit Judgment. Plaintiff is demanding that our civil servants in the UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLORADO do your duties to

assist in facilitating a justice that has been obtained through the universally applicable principals of the default process that generated a Judgment in Commerce.

Fed. R. Civil P. 55 Default Judgement

“(a) ENTERING A DEFAULT. When a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend, and that failure is shown by affidavit or otherwise, the clerk must enter the party's default.”

While this plaintiff is apprehensive that Federal Rule of Civil-Procedure 55 may be designed to secure Judgements through the Federal Rules of Civil Procedure; this plaintiff further argues, that, even if that apprehension is true, still, the over-arching “Interests of Justice” Mandate that the Civil-Servants in these Federal Courts Apply Similar Principles to Default Judgements which have been secured through Foreign Jurisdictions, such as that of the International Commercial Process up-on which this plaintiffs previously submitted Commercial Nihil-Dicit Default Judgement has been secured.

*Laurence Rene, Hoodman*

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

Laurence R. Goodman, et al.,

Plaintiff,

Civil Action No. 17-cv-01680-KLM (MIX)

John W. Hickenlooper, et al., and  
Cynthia H. Coffman, et al.

Defendants.

**PROPOSED ORDER**

THEREFORE, IT IS ADJUDGED AND ORDERED that:

1. This court declares that the defendants failed to put in a plea or answer to the plaintiff's <sup>THIRD</sup> ~~SECOND~~ **COMMERCIAL AFFIDAVIT – NOTICE OF INTEREST** by the day assigned; and in this case judgment is given against the defendants of course, as they say nothing why it should not.

2. Defendants are enjoined from proceeding in Denver District Court Case No. 17CR10088 and this case is removed to United States District Court Case No. 17-cv-01680-RM-KLM. See South Carolina v. Moore, 447 F.2d 1067, 1072-73 (4<sup>th</sup> Cir. 1971) in accord with Polyplastics, Inc. v. Transconex, 713 F.2d 875, 880 (1<sup>st</sup> Cir. 1983), and Ackerman v. Exxon Mobil Corp., 734 F.3d 237 (4<sup>th</sup> Cir. 2013) that states:

Because § 1446(d) explicitly states that "the State court shall proceed no further" once removal is effected, 28 U.S.C. § 1446(d), we agree with the Defendants that the statute deprives the state court of further jurisdiction over the removed case and that **any post-removal actions taken by the state court in the removed case action are void ab initio**. See South Carolina v. Moore, 447 F.2d 1067, 1072-73 (4<sup>th</sup> Cir. 1971); accord Polyplastics, Inc. v. Transconex, Inc., 713 F.2d 875, 880 (1<sup>st</sup> Cir. 1983). Emphasis added.

Kansas Public Employees v. Reimer & Koger Associates, Inc., 77 F.3d 1063 (8<sup>th</sup> Cir. 1996); that states:

The statute governing removal procedures, 28 U.S.C. § 1446 (1994), provides that after the defendant has given notice of removal and filed the notice with the state court, the state court "shall proceed no further unless and until the case is remanded." 28 U.S.C. § 1446(d). This language has been considered express authorization to stay state court proceedings; therefore, injunctions to stay state proceedings in removed cases come within the first exception to the Anti-Injunction Act. See Mitchum v. Foster, 407 U.S. 225, 234 & n. 12, 92 S.Ct. 2151, 2157-58 & n. 12, 32 L.Ed.2d 705 (1972); Lektro-Vend. Corp., 433 U.S. at 640, 97 S.Ct. at 2892.

3. This Court shall award such lawful remedy and relief as the Court deems justified and proper and this all, as is within its limited jurisdiction.

IT IS SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
United States District Judge