

ANS

1 Eric Quinn Weber

(NAME)

2 401701 Stonefield Street

(ADDRESS)

3 Las Vegas Nevada [89144]

(CITY, STATE, ZIP)

4 (702) 509-3987

(TELEPHONE)

Defendant Pro Se

JUSTICE COURT

CLARK COUNTY, NEVADA

7 Rausch Sturm LLP

8 Portfolio Recovery Associates, LLC

9 Plaintiff,

Case No.: 23C010912

Dept. No.:

10 vs.

11 Eric Q Weber Estate

ANSWER

(debt or loan)

12 Defendant.

14 I, <sup>living man</sup> ~~Defendant~~ (s), Eric Quinn Weber, Pro Se, hereby submits this

15 Answer to the Complaint on file herein, and alleges and avers as follows:

16 1. Answering paragraph(s) "Non-Negotiable" HJR 192 Unconscionable Contract  
17 of Plaintiff's Complaint, <sup>man</sup> ~~Defendant~~ (s) ADMITS each and every allegation contained therein.

18 2. Answering paragraph(s) lack of full disclosure from bank or debt collectors  
19 of Plaintiff's Complaint, <sup>man</sup> ~~Defendant~~ (s) DENIES each and every allegation contained therein.

20 3. Answering paragraph(s) No contract, no wet ink signature  
21 of Plaintiff's Complaint, <sup>the man</sup> ~~Defendant~~ (s) state(s) that <sup>the man</sup> ~~defendant~~ (s) do(es) ~~not~~ have sufficient  
22 knowledge or information upon which to base a belief as to the truth of the allegation contained  
23 therein and therefore <sup>the man</sup> ~~Defendant~~ (s) DENIES each and every allegation contained therein.

24 4. Answering paragraph(s) Fraud & Extortion of the Plaintiff's  
25 Complaint, <sup>man</sup> ~~Defendant~~ (s) STATE(S) All usufructs using my name, owe me safe  
26 passage and must hold me harmless. I claim my exemptions 27 CFR 7211  
27 See supporting documents - testimony in the form of Affidavit  
28 Federal Reserve Notes / I.O.U's are not "Money"! I object.

**AFFIRMATIVE DEFENSES**

1  
2           1.     Defendant(s) hereby incorporate(s) by reference those affirmative defenses  
3 enumerated in JCRCP 8 as though fully set forth herein, as applicable upon discovery. In the  
4 event further investigation or discovery reveals the applicability of any such defenses,  
5 Defendant(s) reserve(s) the right to seek leave of court to amend this Answer to more  
6 specifically assert any such defense. Such defenses are herein incorporated by reference for the  
7 specific purposes of not waiving any such defenses.

8           \_\_\_\_\_. Accord and satisfaction.

9           \_\_\_\_\_. Arbitration and award.

10          \_\_\_\_\_. Assumption of risk.

11          \_\_\_\_\_. Contributory negligence.

12          \_\_\_\_\_. Discharge in bankruptcy.

13          . Duress.

14          \_\_\_\_\_. Estoppel.

15          . Failure of consideration.

16          . Fraud.

17          \_\_\_\_\_. Illegality.

18          \_\_\_\_\_. Injury by fellow servant.

19          \_\_\_\_\_. Laches.

20          \_\_\_\_\_. License.

21          \_\_\_\_\_. Payment.

22          \_\_\_\_\_. Release.

23          \_\_\_\_\_. Res judicata.

24          \_\_\_\_\_. Statute of frauds.

25          \_\_\_\_\_. Statute of limitations.

26          \_\_\_\_\_. Waiver.

27     ///

28     ///

1 **ADDITIONAL POTENTIAL DEFENSES**

2 1. \_\_\_\_\_. Failure to state a claim upon which relief can be granted.

3 2. \_\_\_\_\_. The amounts claimed in the Complaint violate the doctrine of  
4 unconscionability and should not be enforced. Johnson v. Cash Store, 68 P.3d 1099 (Wash. Ct.  
5 App. 2003); Pinkett v. Moolah Loan Co., 1999 U.S. Dist. LEXIS 172276, 1999 WL 1080596  
6 (D. Ill., 1999).

7 3. \_\_\_\_\_. The late charges sued upon, if any, when charged on top of exorbitant interest,  
8 are liquidated damages and void as a penalty under In re Bryant, 39 B.R. 313 (D. Nev. 1984);  
9 Golden v. McKim, 37 Nev. 205, 141 Pac. 676 (1914).

10 4. . <sup>man</sup> Defendant may be entitled to a setoff and/or offset. *HJR 192*

11 5. . The Plaintiff's claim is offset by statutory damages available to <sup>the man</sup> ~~Defendant~~  
12 under the federal Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692, et seq., for Plaintiff's  
13 failure to provide Defendant with a written notice of and/or verification of the alleged debt that  
14 meets the requirements of 15 U.S.C. § 1692g.

15 6. \_\_\_\_\_. This debt was incurred prior to my active military duty, and under the Service-  
16 members Civil Relief Act, 50 U.S.C. § 501, interest on that debt must be reduced to 6% and any  
17 amount higher must be forgiven.

18 7. . Plaintiff is a purchaser of credit card debt, and the Complaint fails to contain  
19 the below checked information required by NRS Chapter 97A as amended by AB 472 (effective

- 20 7/1/09):
- 21  A detailed list of payments on the account, made by me
  - 22  Wet ink signature, that I put on a contract, saying I would pay this creditor.
  - 23 G The name of the issuer;
  - 24 G The last four digits of the account number originally assigned by the issuer;
  - 25 G All subsequent account numbers assigned to the credit card debt by all
  - 26 assignees of the credit card debt; and
  - 27 G The date of the default on the credit card debt.

28 8.  Proof that there is not an insurance claim filed on this debt

Both the moving party and the court are prohibited from making a demand on my  
estate or claiming the existence of any debt based on Federal Reserve Notes.

1 9. All possible affirmative defenses may not have been alleged herein insofar as  
2 sufficient facts were not available after reasonable inquiry upon filing of this Answer. Therefore  
3 ~~Defendant~~<sup>the man</sup>(s) reserve(s) the right to amend this Answer to allege additional affirmative defenses  
4 and claims, counter-claims, cross-claims or third-party claims, as applicable, upon further  
5 investigation and discovery.

6 **WHEREFORE**, this Answering ~~Defendant~~<sup>man requests</sup> prays that this ~~Honorable~~ Court will:

7 1. Dismiss the Complaint with prejudice or grant Plaintiff a reduced amount based  
8 upon the admissions, denials and affirmative defenses, if any, as alleged above herein;

9 ~~2.~~ Award Defendant(s) costs; and

10 ~~3.~~ Award Defendant(s) such other relief as the Court deems just and equitable.

11 DATED this 9 day of Sept, 2024,

12 Per NRS 53.045, I declare under penalty of  
13 Perjury that the foregoing is true and correct.

14 Eric Quinn Weber (C)  
15 ~~Defendant Pro Se Living man~~  
16 All Rights Reserved without Prejudice

17 **CERTIFICATE OF MAILING**

18 I HEREBY CERTIFY that on the 9<sup>th</sup> day of September, 2024, I  
19 placed a true and correct copy of the foregoing ANSWER in the United States Mail at Las  
20 Vegas, Nevada, with first-class postage prepaid, addressed to the following:

21 Richard A. Russel & Chris A. Aaron  
22 Rausch Sturm LLP  
23 9510 W. Sahara Avenue, Suite 250  
24 Las Vegas, NV 89117

25 Per NRS 53.045, I declare under penalty of  
26 Perjury that the foregoing is true and correct.

27 Eric Quinn Weber (C)  
28 ~~Defendant Pro Se Living man~~  
All Rights Reserved without Prejudice

September 9th, 2024

**Testimony in the Form of an Affidavit**

From: Eric Quinn Weber, I am an Inheritor of, and Living, and Present Heir to the Trust Indenture, donor beneficiary, Trustor, and Secured-party to the Social Security Cestui Que Vie Trust ERIC QUINN WEBER©.

All Rights Reserved Without Prejudice.

c/o 1701 Stonefield Street

Las Vegas, Nevada

Postal Code [89144]

To: **Clerk of Court - the Trustee and their principals (notice to agent is notice to principal, notice to principal is notice to agent):**

Justice Court, Las Vegas Township

Clerk of Court

200 Lewis Avenue

PO Box 552511

Las Vegas, NV 89155-2511

Priority mail, signature upon receipt requested # 9410 8301 0935 5000 7958 83

**With Completion of Service and designation of Witness To:**

Richard A. Russell, ESQ & Chris A. Aaron, ESQ

Rausch Sturm LLP

9510 W. Sahara Avenue, Suite 250

Las Vegas, NV 89117

Priority mail, signature upon receipt requested # 9410 8301 0935 5000 7958 76

Nevada Attorney General

Aaron-D: Family of Ford

555 E. Washington Avenue, Suite 3900

Las Vegas, NV 89101

Priority mail, signature upon receipt requested # 9410 8301 0935 5000 7958 69

District Attorney

Steven B. Wolfson

200 Lewis Avenue

Las Vegas, NV 89101

Priority mail, signature upon receipt requested # 9410 8301 0935 5000 7958 52

**THERE IS NO JUSTICIABLE CONTROVERSY HERE REGARDING:**

-RAUSCH STURM LLP represented Richard A. Russell, ESQ & Chris A. Aaron, ESQ

Case No: 23C010912

Department No: n/a

I ask you, have I, Eric Quinn Weber, been given 'full disclosure'? And who will guarantee I have full disclosure?

**I ask you for Debt Validation according to 15 USC 1692 (g)**

Please provide me with:

1. A detailed list of the history of payments, made by me, on this account.
2. The wet ink signature that I put on a contract, guaranteeing that I would pay this creditor.
3. Proof that there is not an insurance claim that has been filed on this debt.
4. Proof that you have the chain of title to collect on this debt.

**- Testimony In The Form of an Affidavit -**

Please receive my compliments in response to the summons attached and returned to court, without, however, mistaking any aspect of this communication as an acceptance of contract, representation, commercial correspondence, any acceptance of legal representation, or action in rem. The Court may, of course, appoint their Attorney to represent their fictitious Defendant, but in no case shall any such Attorney represent me, nor shall any claim against any such fictitious Defendant/DEFENDANT attach to me, my Estate, my assets, my credit, or any beneficial derivative belonging to me.

**Be it known:** The “Testimony in the Form of an Affidavit” to your Offer establishes a Common Law-contract between us under the Postal Rule, which states:

“The **postal rule** (also know as the **mailbox rule** or “deposited acceptance rule”) is a term of common-law contracts which determines the timing of acceptance of an offer when mail is contemplated as the medium of acceptance. The general principle is that a contract is formed when acceptance is actually communicated to the offeror. The mailbox rule is an exception to the general principle. The mailbox rule provides that the contract is formed when a properly prepaid and properly addressed letter of acceptance is posted. One rationale given for the rule is that the offeror nominates the post office as implied agent and thus receipt of the acceptance by the post office is regarded as that of the offeree. The main effect of the mailbox rule is that the risk of acceptance being delivered late or lost in the post is placed upon the offeror. If the offeror is reluctant to accept this risk, he can always require actual receipt before being legally bound”

**Section A - Establishment of facts, status and standing:**

5. I am the one that has the survivorship interest in the Eric Quinn Weber Estate; and any beneficial derivatives of the Estate.
6. I reject any offer to have an attorney represent me and require no one to speak on my behalf. I am an Attorney-in-fact for all purposes related to the administration of my estates
7. I am not a corporation of any kind and aren't representing or acting for any corporation of any kind;
8. **I object to the use of FEDERAL RESERVE NOTES or any other kind of promissory note "as" money and don't consider the receipt of these I.O.U.s to be any kind of payment or profit.**
9. All Usufructs using my name owe me safe passage and must hold me harmless; You created this franchise to benefit your corporation, you named it after me, without my knowledge or my consent, and you have usufructuary duty to hold me harmless from any charges or other inconveniences or harms that result from the existence of this corporation.. And if you have complaints or if you have any questions or if you have any needs, or you think that your franchise has a claim upon me and my assets, then go talk to the Treasury department, that have an exception account. That is supposed to be used to pay off anything that is brought against me as result of the existence of your corporation.
10. I am not a British Territorial U.S. Citizen;
11. I am not a Municipal citizen of the United States;
12. I don't voluntarily operate in Maritime Commerce or Admiralty jurisdiction, either one;
13. I am in fear for my life from commercial brigands;
14. I do not, however, recognize any actual war being present, as no competent Congress has declared war since 1812;

15. I am an American called a "Special Designated National" in your system of things, and I am owed good faith service from all Federal citizens and franchises;
16. I have been misaddressed;
17. I am hereby issuing my express trust in writing to corporate officers or officers of the court.

**As there is a money claim being asserted by you, representing a commercial bank, I will additionally remind you that:**

1. *"Money" does not include treasury notes*. Foquet v. Headley, 3 Conn. 534, 536;
2. ....*"In legal acceptation, "money" means current metallic coins; therefore, an indictment for embezzling "money" is not sustainable by proof of embezzling greenbacks or national currency notes.*" Block v. State, 41 Tex. 620, 622.
3. ....*"The term "money" does not include bank notes. They pass as cash, and constitute a part of the circulating medium, and for many purposes are to be considered as money; but, in the strict sense of the term, they are not included therein."* Dowdle v. Corpensing, 32 N.C. 58,60."
4. .... *"Money," as used in the Crimes Act, section 13, providing that any person stealing any money, the property of another, shall be guilty of larceny, cannot be construed to include bank bills, for strictly bank bills are not money, though for many purposes they are treated as such.*" Johnson v. State, 11 Ohio St. 324,325.
5. .... *"The term "money," in the statute defining robbery as taking from the person of another any money or personal property of any value whatsoever, with force and violence, and with intent to steal or rob, does not include bank notes."* Turner v. State, 1 Ohio St. 422,426.
6. ....*"Federal Reserve Notes are not dollars."* U.S. Treasury, General Counsel, Munk.
7. *"Both notes and checks are acknowledgments of indebtedness and promise of payment."* Hegeman v. Moon, 131 N.Y. 462, 30 N.E. 487. Smith v. Treuhart et al, 223 N.Y.S. 481;
8. It follows that the Eric Quinn Weber Estate ever received as "payment" for any goods or services from Federal Corporations or their Employees are promises to pay, otherwise known as I.O.U's or Promissory Notes, in this case, FEDERAL RESERVE NOTES;
9. It also follows that as the Inheritor of the assets and credit owed to Eric Quinn Weber, I do NOT allow any private bill collectors to sue for the involuntary extension of more credit to Municipal Corporation franchises appearing to be named after the foreign Estate;
10. It stands as public knowledge that the so-called Federal National Debt owed is now in excess of \$35 Trillion Dollars;
11. Add to this that Federal U.S. Citizens and citizens of the United States have no ability to redeem fiat notes for United States Silver Dollars and are prohibited from doing so by Title 31 USC Section 408 which prohibits the redemption of any currency (that is, "Money of Account") into gold, and Title 31 USC Section 405(a)-3 which prohibits the redemption of any United States currency dollar- for-dollar for gold /or/ silver, so that such foreign Persons/PERSONS are precluded from receiving actual payment and equally precluded from alleging any actual debt on the basis of commerce or trade using FEDERAL RESERVE NOTES;
12. Also, Notice that the Tax Lien Act of 1966 placed all such actions under the Uniform Commercial Code, and for a check to be a negotiable instrument, it must contain an unconditional promise to pay a sum certain in money and be payable on demand or at a definite time (UCC 3- 103 (b) (c)), a condition which no check issued in the current system can meet. Which means that U.S. Citizens and Municipal citizens of the United States, like the Territorial Internal Revenue Service and Municipal IRS (can be any phony Creditor or set of Creditors like the Barclays Bank or any other bank or credit union) can only act as my Agents if I grant them permission to do so, and also means that no such Legal Fiction/FICTION entities, such as the Internal Revenue Service/IRS, (or Barclays Bank) can act as Moving Parties alleging the existence of any actual debt based on Federal Reserve Notes, which are not "money" and checks which are not negotiable instruments;
13. Take Notice that **fictional money results in fictional debts** and fictional profits and fictional income, too; as FEDERAL RESERVE NOTES are debt notes by definition, the use of FEDERAL RESERVE NOTES or their transfer can never result in profit or income, either one; thus, any allegation that I or my Estate are in receipt of "Federal Income", is fraudulent, null and void, and provides no basis for

any court decision; Let me make this abundantly clear....."Any allegation that I or my Estate received anything of value from Barclays Bank and Trust in the form of a check/credit transferring FEDERAL RESERVE NOTES or other Money of Account is fraudulent, null and void."

14. The allegation of any debt owed by me or my Estate and based on Federal Reserve Notes, their transfer via non-negotiable checks, or additional accrual of debt by their collection, results in a fraudulent and constructive debt claim that the Moving Parties are incompetent to demand or receive; **I and my Estate are not the Debtors; we are the ultimate Creditors, and must be held harmless by the Corporations and Principals acting as Usufructs;**
15. **Both the assets and the credit based upon the assets of the Erica Quinn Weber Estate are owed to me; I cannot possibly owe a debt to myself for the unauthorized abuse of my own credit or the involuntary extension of my credit in the form of a FEDERAL RESERVE NOTE; and I have not approved the Moving Parties nor their attorneys to collect any such debt on my behalf;**
16. The Gold Bullion Act of 1985 makes it clear that Americans, such as myself, are not obligors or grantors with respect to the Federal Reserve Banks and their Notes--- Public Law 99-185, December 17, 1985, 99 Statutes 1177.

### **Section B - Personal Information:**

Hello, I would like to spend some time here to just clarify who I am, and what I am trying to do and why I am sending this, etc. When I say that there is no justiciable controversy, I'm not just saying that as a way too deflect some sort of hidden anger or upset. I, honestly, am not in that category and I am only writing this Testimony in the form of an Affidavit based off of a misbalance that has occurred, of which I feel I need to correct as a legal/lawful member of the American General Public.

1. I, the living man, Eric Quinn Weber, have corrected my status, and affirm and declare that I have returned to my lawful birthright and political status as a Nevadan. As a member of the General Public, I keep the peace and I uphold the Public Law.

I am an Inheritor of and Living and Present Heir to the Trust Indenture established by the unanimous Declaration of Independence, 1776, the Organic Laws of my State and Country, and the applicable Unrevised United States Statutes at Large as they pertain to the general populace and the Military Law of Peace. **Meaning I have superior concurrent general jurisdiction!**

I claim all guarantees provided by three Federal Constitutions, all rights, all remedies, and all exemptions, including but not limited to:

- a. Reversionary Trust Interest, 12 USC 95(a)
- b. Regulation Z - Lawful Money
- c. The Enabling Clause, before every Act of Congress 4
- d. The Brother's Keeper Clause, 18 USC 241 and 242
- e. West Virginia v. EPA (2022) and antecedent case Norton v. Shelby County, 118 U.S.425(1886)

I am not a pauper, debtor, rebel, combatant, foreign agent, public dependent, U.S. Citizen, a Municipal citizen of the United States, or in any way separated from the organic States of the Union. **This I declare and affirm under penalty of perjury under the public law of The United States of America.**

Please check the following hyperlink for the Land Recording Office where my Declaration of Political Status is published in the public domain, along with all my other documents supporting my political status change.

Land Recording Office <https://everify.americanstatenationals.us/>

**Section C: Denials: What I am not and what I object to:**

1. I am NOT a Bar Attorney, Lawyer, or any Human Person engaged in any titled profession and I owe no licensed or dependent obligation, no pledge, title, performance or allegiance to any foreign incorporated entity, government, or organization, not limited to the Bar Association, the Roman Catholic Church, the British Territorial United States, the Municipal United States Government, or any franchise, incorporation, agency or Agent thereof;
2. I am neither a U.S. Citizen nor a Municipal citizen of the United States; I adopt and hold no citizenship obligation or franchise agreement with respect to the District of Columbia, the District Government, or the Municipal United States or its Government;
3. I am NOT a dependent of any District or Agency Personnel, United States Persons or Municipal PERSONS presumed to exist in the realm of Legal Fiction as foreign corporations operating under some form or permutation or variation of my Given Name or some foreign sign language known variously as Dog Latin or American Sign language appearing to represent my name;
4. I am NOT a corporation nor am I representing any corporation;
5. I am NOT a public trust nor am I representing any public trust;
6. I hold the only survivorship interest in the Eric Quinn Weber Estate and I did not authorize the construction of any District or Municipal Corporation operating under the sign ERIC Q WEBER or Eric Q Weber in any form or under any section of Municipal Code; nor did I authorize the registration of any Territorial Person that may be using my Good Name under presumption of a Public Usufruct;
7. I do NOT use the names ERIC Q WEBER or Eric Q Weber or any ordering or permutation thereof in commerce or as a Legal Fiction under Admiralty Law;
8. I do NOT need and have never needed any conferred citizenship and am not stateless and have never been stateless;
9. I am NOT a colored person of any kind; not a slave, not a criminal, not a pauper, not a dependent or employee or citizen of any Federal Corporation, not a DEBTOR, not a Debtor, not an indentured servant, and not a bankrupt person of any kind; I don't accept or adopt any denigrated political status;
10. I am NOT a Felon against my Public Law;
11. I am NOT waiving my birthright estate/Estate;
12. I am NOT the subject of any foreign infant decedent Estate;
13. I am NOT the cargo aboard any foreign Vessel;
14. I am NOT the subject of and not subject to the 14th Amendment known as a citizen of the United States under any authority thought to still exist under the so-called Corporate Constitution of the United States of America, Incorporated, first published in 1868, which was never ratified by my States of the Union;
15. I am NOT an Enemy of the British Territorial United States nor of the United States of America, Incorporated;
16. I am NOT a "Sovereign Citizen" and I object to any inference or insinuation that I am ignorant or that I avow an oxymoron as a political status;
17. I am NOT a "Human", not an indentured servant, nor a "Slave" nor any Volunteer, nor any kind of Tort Feasor against the Federal Constitutions and I do not voluntarily act as a Tort Feasor against Article I, Section 10 thereof;
18. **Object to the use of Federal Reserve Notes**; I do not voluntarily use Federal Reserve Notes;
19. I have no Federal Income according to the U.S. Supreme Court as I am not a "Federally connected" TAXPAYER operating as a voluntary franchisee of any foreign Municipal Corporation and have no corporate profit separated from capital that could stand as "Federal Income"; no evidence of debt presented as an I.O.U. or other form of Promissory Note, such as a FEDERAL RESERVE NOTE can

- be considered actual payment or profit in hand; additionally, I am not a Warrant Officer in the British Merchant Marine known as a "Taxpayer" (to the King) and am not lost at sea;
20. I am not a Driver or other Person employed in any commercial avocation related to the Admiralty nor am I voluntarily operating in any form of Maritime Commerce;
  21. I do not accept the American Civil War or any "War" since then as anything but Mercenary Conflicts that are not owed the dignity of the Law of War or the Law of Peace as there was no official and required Declaration of War by the Several States in Congress Assembled related to their onset, and I do not recognize the existence of or need for any British Territorial Military Protectorate related to me on the land and soil of my own country when our own State Assemblies are in Session;
  22. I do not accept any claim that I am rendered an Enemy while at the same time my Estate is being charged for services as an Employer and when my States have never participated in these conflicts;
  23. I do not accept any foreign public trust interest in the Eric Quinn Weber Estate based on an undisclosed unconscionable birth registration contract nor any private trust interest created by any foreign baptism nor other undisclosed contract with any incorporated Church nor any derivative contracts based on these presumptions of contract, pledge, or allegiance.
  24. I live my life entirely from the non-incorporated private land and soil jurisdiction.
  25. All my mails done either through a PO Box or marked as non-domestic, without the United States.
  26. I do not live in "State of Nevada" nor "STATE OF NEVADA" but I permanent domicile ON the land and soil of Nevada, which is the unincorporated land mass. I have already submitted and recorded this documentation to this effect, so the only court of which I would be willing to involve myself with is an '**Article 3 Common Law Court**'. I will have nothing to do with your incorporated commercial courts. Mark Seilstad (Nevada Assembly Coordinator) would be the person to call to set that up and I can give you his phone number if needed (just email me and I'll send you it). I live, exist and travel WITHOUT the United States at all times per **28 USC 1746**. Meaning I do not live in the United States, so I do not have to abide by its laws, but you do.
  27. I give you Notice that all the so-called Western Territorial States have been enrolled as actual States of the Union since October 1st 2020. This was made retroactive to the date these States entered Territorial Statehood, so there is no longer any presumption against any of the people born in these States of the Union and no longer labor under any Territorial Statehood claims.
  28. I am not an attorney and don't accept being represented by an attorney; if you wish to go to Court/ COURT and want to hire an attorney to defend or prosecute your own phony foreign franchise DEFENDANT that's your business, but NO attorney will be represented by me or my estate.

**Section D - Facts and Events:**

1. I was a happy "customer" of Barclay Bank for over 9 years..
2. I recently came into contact with the information that shows how your financial world REALLY works. Barclays Bank gets the actual cash value, that is used to fund the credit card (or any loan) directly from the borrower (me), and then Barclays Bank then receives the funds for free from said borrower (me). Barclays Bank transfers the actual cash value from the borrower (me) to the bank and then keep the funds as the banks property, which Barclays Bank then loans out, as if Barclays Bank actually owned and loaned their own money. So basically I create the credit Barclays Bank loans back to me with interest and then you say that I owe a debt to you! It would also appear that you take my negotiable instrument/promissory note known as billing statement to the federal reserver (aka 'Fed window') and trade or swap it out for Federal reserve notes. I ask you, how many times does Barclays Bank and Rausch Sturm, LLP want to get paid off my credit, at the expense of me and my estate?  
**This is Fraud!!**
3. Barclays Bank erroneously reported on the account that I paid off in 2019.
4. Barclays Bank erroneously sold account to Rausch Sturm, LLP
5. Rausch Sturm, LLP served me a Summons in May 2023, I called Rausch Sturm, LLP and set up a automatic payment to come out of my account monthly to pay off said "debt".
6. Rausch Sturm, LLP took one payment out of my bank account and then proceeded with the summons, as if I never paid anything. This is EXTORTION!!

7. Rausch Sturm, LLP sent a package with a copy of statements and terms of conditions. None of which proves that this is in fact my debt according to 15 USC 1692 (g) 1. A detailed list of the history of payments, made by me, on this account. 2. The wet ink signature that I put on a contract, guaranteeing that I would pay this creditor. 3. Proof that there is not an insurance claim that has been filed on this debt.
8. Mandatory Foreign Sovereign Immunities Act Notice (Exhibit A)
9. Declaration Political Status (Exhibit B)
10. Fee Schedule (Exhibit C)

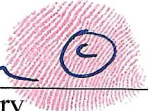
Both the Moving Party and the court are **prohibited** from making a demand upon my Estate or claiming the existence of any debt based on Federal Reserve Notes or other fiat Notes posed as the indebtedness of a foreign corporation or other Legal Fiction, for I own the whole of it, both the assets and the credit these legal fictions extend.

As my court holds “superior concurrent General Jurisdiction” in this matter I expect to be obeyed and for this and any other claim of this nature brought against my estate **TO BE DISMISSED WITH PREJUDICE**. Failure to do so will result and personal and commercial liens.

**Avouchment**

Pursuant to 28 USC 1746: executed without the United States: **I, Eric Quinn Weber**, in Witness of all the foregoing, I am acting to prevent crime and to fully inform you, so that justice may be served and fact be honored and I affirm the foregoing account to be true and complete and not misleading, honorable and peacefully intended; and so, I have placed my hand seal and signature upon this paper for purpose of Witness only on this 9 day of Sept in the year of 2024.

Autographed of the non-incorporated man:

By Eric Quinn Weber   
 Eric Quinn Weber © beneficiary  
 American State national.  
 All Rights Reserved Without Prejudice.

**Recording Secretary and International Notarial Witness**

Nevada  
 Clark County

I, Aaron Michael Lucey, a Nevada Assembly Recording Secretary and International Notarial Witness, do hereby affirm that the Declarant has been positively identified and I have witnessed their signing of this Testimony in the Form of a Affidavit :

Nevada Assembly Recording Secretary By: Aaron Michael Lucey ©  
 Nevada Assembly Recording Secretary All Rights Reserved Without Prejudice  
 Land Recording Office  
 The United States of America  
 Date: 09-09-2024  
 Recording #: NV-231209-003-00000183



Exhibit A

**MANDATORY NOTICE  
Foreign Sovereign Immunities Act  
Sections 1605 and 1607  
NOTICE OF LIABILITY:  
18 USC 2333, 18 USC 1341 and 1342**

This **MANDATORY NOTICE** is provided to all **Territorial United States** District and State and County Courts, their officers, clerks, bailiffs, sheriffs, deputies, and employees and all **Municipal Appointees** including their DISTRICT, STATE, and COUNTY COURTS, their OFFICERS and EMPLOYEES:

The vessels doing business as Eric Quinn Weber and not limited to Eric Q. Weber, Eric Weber, Quinn Weber, Q. Weber, E. Weber, E. Q. Weber, ERIC QUINN WEBER, ERIC Q. WEBER, ERIC WEBER, Q. WEBER, E. WEBER, E. Q. WEBER, Eric Quinn Carle, Eric Q. Carle, Eric Carle, E. Carle, E. Q. Carle, ERIC QUINN CARLE, ERIC Q. CARLE, ERIC CARLE, E. CARLE AND E. Q. CARLE, together with all derivatives and permutations and punctuations and orderings of these names, are NOT acting in any federal territorial or municipal capacity and have not knowingly or willingly acted in any such capacity since the day of nativity: April 9th, 1989. All vessels are duly claimed by the Holder in Due Course and held under published Common Law Copyright since April 9th, 1989.

These vessels are publishing **MANDATORY NOTICE** that they are **Foreign Sovereigns** from the Nevada state of **The United States of America**. This is your **MANDATORY NOTICE** that these above-named vessels are owed all material rights, duties, exemptions, insurances, treaties, bonds, agreements, and guarantees including indemnity and full faith and credit; you are also hereby provided with **MANDATORY NOTICE** that these vessels are **not subject** to Territorial or Municipal United States law and are owed **The Law of Peace**, Department of the Army Pamphlet 27-161-1, from all Territorial and Municipal Officers and employees who otherwise have no permission to approach or address them.

Any harm resulting from trespass upon these vessels or the use of fictitious names or titles related to them shall be subject to full commercial liability and penalties: 18 USC 2333, 18 USC 1341 and 1342.

So said, signed, and sealed this 9th day of December, 2023 in Clark County, Nevada, The United States of America:

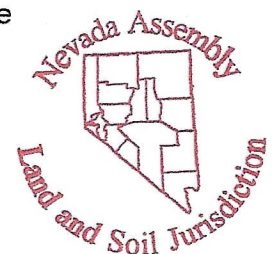
By: *Eric Quinn Weber* Eric Quinn Weber ©  
All Rights Reserved Without Prejudice

**Notary Witness and Acknowledgement**

Nevada  
Clark County

Today before me, Aaron Michael Lucey, a Nevada Assembly Recording Secretary is the living man known to me to be Eric Quinn Weber and she did issue this **MANDATORY NOTICE** as shown and he also affirmed his testimony as shown before me this 9th day of December in the year 2023, in Witness whereof I set my Signature and Seal:

Nevada Assembly Recording Secretary By: *Aaron Michael Lucey*  
All Rights Reserved Without Prejudice



*Exhibit B.*

## Declaration of Political Status

I, the living man, Eric Quinn Weber, affirm and declare that I have returned to my lawful birthright political status as a Nevadan. As a member of the General Public, I keep the peace and I uphold the Public Law.

I am an Inheritor of and Living and Present Heir to the Trust Indenture established by the unanimous Declaration of Independence, 1776, the Organic Laws of my State and Country, and the applicable Unrevised United States Statutes at Large as they pertain to the general populace and the Military Law of Peace.

I claim all guarantees provided by three Federal Constitutions, all rights, all remedies, and all exemptions, including but not limited to:

1. Reversionary Trust Interest, 12 USC 95(a)
2. Regulation Z - Lawful Money
3. The Enabling Clause, before every Act of Congress 4
4. The Brother's Keeper Clause, 18 USC 241 and 242
5. West Virginia v. EPA (2022) and antecedent case Norton v. Shelby County, 118 U.S.425(1886)

I am not a pauper, debtor, rebel, combatant, foreign agent, public dependent, U.S. Citizen, a Municipal citizen of the United States, or in any way separated from the organic States of the Union.

This I declare and affirm under penalty of perjury under the public law of The United States of America.

So Autographed and so Sealed this 9th day of December in the year 2023.

By: *Eric Quinn Weber* ©  
 ,Eric Quinn Weber ©  
 All Rights Reserved Without Prejudice

### Assembly Recording Secretary Witness

Nevada  
 Clark County

Today before me, Aaron Michael Lucey, a Recording Secretary and International Notarial Witness, elected by The Nevada Assembly, is the living man known to me to be Eric Quinn Weber and he did issue this Declaration of Political Status as shown and he also affirmed his testimony as shown before me this 9th day of December in the year 2023.

In Witness whereof I set my Autograph and Seal:

Assembly Recording Secretary,

By: *Aaron Michael Lucey* ©  
 All Rights Reserved Without Prejudice



**Notice of Intent – Fee Schedule**

**1. Combined MUNICIPAL and Territorial Notices of Violation(s) against Americans and Failure(s) to Perform any or all occurrences \$ 10,000,000.00**

- a. **NOTICE OF CLAIM** of “sole relief and remedy” under Title 50 Section 7 (c) and (e) of 2012.
- b. **Notice of Violation of Lanham Act** --- attempted attachment and seizure of Unregistered Trademarks; Title 15, Section 1125 (a) and 11.
- c. **Notice of Violation of Admiralty, Maritime and Prize Cases**, Title 28, Section 1331 (1) and (2) and (12).
- d. **Notice of Violation of Special Maritime and Territorial Jurisdiction of the United States**, Title 18 Section 7 (1), (3), (8) and (13).
- e. **Notice of Violation of The Postal Accountability and Enhancement Act** of Title 39, Sections 1-908 and 3621-3591.
- f. **Notice of Violation by Presumption of the Public Vessels Act**, 46 U.S.C.A. Appendix Sections 781-790 as originally enacted.
- g. **Notice of Violation of The False Claims Act**, Title 31 U.S.C.A. Section 3729 (a) and (7).
- h. **Notice of Violation of The Foreign Sovereign Immunities Act**, Title 28, Sections 1602- 1611.
- i. **Notice of Violation of the United States Statutes-at-Large**, Title 12, Section 411.
- j. **Notice of Administrative Failure** by the IRS/Internal Revenue Service for Failure to Produce Credit Vouchers and Proof of Claim as required by the Administrative Procedures Act, the Emergency Banking Act, and the United States Statutes-at-Large, Title 12, Section 411.
- k. **Notice of Violation of the Geneva Conventions** by the United States Department of Defense and United States Department of the Treasury; failure to protect and defend our Persons.

**2. Private Easements Schedule**

Penalty for Private Use \$ 250,000.00

These fees will be mandated upon the informant listed on the traffic citation ticket(s), arrest warrants, detention orders, seizure orders.

**Compulsion to Produce Trade Name or Other Identification Materials:**

a. Name	\$ 50,000.00
b. Driver License Number	\$ 50,000.00
c. Social Security Number	\$ 100,000.00
d. Retinal Scans	\$ 5,000,000.00
e. Fingerprinting	\$ 200,000.00
f. Photographing	\$ 200,000.00
g. DNA	\$ 5,000,000.00
1. Mouth swab	\$ 5,000,000.00
2. Blood samples	\$ 5,000,000.00
3. Urine samples	\$ 5,000,000.00
4. Breathalyzer testing	\$ 5,000,000.00
5. Hair samples	\$ 5,000,000.00
6. Skin Samples	\$ 5,000,000.00
7. Clothing Samples	\$ 5,000,000.00
8. Forced giving of fluids/samples	\$ 5,000,000.00

**Notice of Intent – Fee Schedule**

**Issue of Traffic Citations and Tickets of any Traffic Nature:**

h. Citations	\$ 60,000.00
i. Warning issued on paper ticket	\$ 25,000.00

**Appearance in Court Because of Traffic Citations:**

j. Time in court; per hour, 1 hour min.	\$ 75,000.00
k. If fine is imposed	\$ 500,000.00

**Car / Personal Property Trespass, Carjacking, Theft, Interference with Commerce or Trade**

l. Agency by Estoppel	\$ 50,000.00
m. Color of Law	\$ 150,000.00
n. Implied Color of Law	\$ 150,000.00
o. Criminal Coercion	\$ 500,000.00
p. Criminal Contempt of Court	\$ 500,000.00
q. Estoppel by Election	\$ 350,000.00
r. Estoppel by Laches	\$ 350,000.00
s. Equitable Estoppel	\$ 500,000.00
t. Fraud	\$ 1,000,000.00
u. Fraud upon the Court	\$ 2,000,000.00
v. Larceny	\$ 250,000.00
w. Grand Larceny	\$ 250,000.00
x. Larceny by Extortion	\$ 1,000,000.00
y. Larceny by Trick	\$ 1,000,000.00
z. Obstruction of Justice	\$ 100,000.00
aa. Obtaining Property by False Pretenses	\$ 1,000,000.00
bb. Simulating Legal Process	\$ 1,000,000.00
cc. Vexatious Litigation	\$ 5,000,000.00
dd. Trespass upon motor conveyance	\$ 100,000.00
ee. Unauthorized relocation of motor conveyance	\$ 100,000.00
ff. Seizure of motor conveyance	\$ 100,000.00
gg. Theft of license plate	\$ 10,000.00
hh. Unlawful lien on motor conveyance	\$ 50,000.00

**Use of Trade Name and Copyright Protected Material Under Threat, Duress, and/ or Coercion:**

ii. Name written by the informant	\$ 250,000.00
jj. Driver's License information written by informant	\$ 150,000.00
kk. Social Security Number written by informant	\$ 150,000.00
ll. Miscellaneous material written by informant	\$ 500,000.00

**Produce any Personal Information/Property for Any Kind of Business Interaction:**

mm. Financial information	\$ 100,000.00
nn. Property inside of motor vehicle	\$ 150,000.00

**Time Usage for Traffic Stops (by 30-minute increments):**

30 minutes	\$ 5,000.00
60 minutes	\$ 10,000.00
90 minutes	\$ 15,000.00

**Notice of Intent – Fee Schedule**

**3. Court Appearance Schedule**

These fees MUST be paid immediately after my case is finished. Failure to pay fines and fees will have an additional fee of \$5,000.00 for breach of contract.

**Demand for Appearance in Court:**

**a. My Appearance**

- 1. Under protest and duress; per hour, 1 hour min. \$ 75,000.00
- 2. Voluntarily \$ 10,000.00

**Use of Trade Name Material**

**b. Name**

- 1. Under protest and duress: \$ 25,000.00
- 2. Voluntarily \$ 10,000.00

**c. Driver's License**

- 1. Under protest and duress: \$ 25,000.00
- 2. Voluntarily \$ 10,000.00

**d. Social Security Number**

- 1. Under protest and duress: \$ 25,000.00
- 2. Voluntarily \$ 10,000.00

**e. Miscellaneous Material**

\$ 25,000.00

**Produce Any Personal Information for Any Kind of Business Interaction:**

- f. Financial Information \$ 10,000.00
- g. Driver's License \$ 10,000.00
- h. Social Security Number \$ 250,000.00
- i. Any documents produced by me - per document \$ 10,000.00

**Time Usage for Court Appearances:**

**j. 30 minutes**

- 1. Under Protest and Duress \$ 33,500.00
- 2. Voluntarily \$ 10,000.00

**k. 60 minutes**

- 1. Under Protest and Duress \$ 75,000.00
- 2. Voluntarily \$ 20,000.00

**l. 90 minutes or more**

- 1. Under Protest and Duress \$ 100,500.00
- 2. Voluntarily \$ 30,000.00

**4. Trespass and/or Failure to Act - Fee Schedule**

**Trespass** by public official(s), police officer(s), judge(s), attorney(s), Corporation(s) and other fictional entities as well as all others who desire to contract:

- a. Trespass on American Homestead Land \$ 10,000,000.00
- b. Trespass of American Land Patent \$ 10,000,000.00
- c. Failure of Attorney to File requested FARA Form \$ 1,000,000.00
- d. Failure to Accept American State National Card \$ 1,000,000.00
- e. Failure to honor God Given Rights \$ 20,000.00
- f. Failure to honor Oath of Office \$ 50,000.00

**Notice of Intent – Fee Schedule**

g.	Failure to honor Constitutional Oath	\$ 50,000.00
h.	Failure to honor Written and/or Oral Word	\$ 5,000.00
i.	Silence/Dishonor/Default	\$ 5,000.00
j.	Failure to honor/No Bond	\$ 5,000.00
k.	Phone call to telephone number used by Priority Creditor including from alleged debt collectors;	\$ 5,000.00 each
l.	Telephone message left on Priority Creditor phone service or equipment;	\$ 5,000.00 each
m.	Use of Street Address/Mailing location of Priority Creditor;	\$ 5,000.00 each
n.	Time Waiting for Scheduled Service; 1 hour minimum.	\$ 1,000.00 per hour
o.	Detention from Free Movement and/or cuffed; 1 hour minimum	\$ 75,000.00 per hour
p.	Incarceration; 1 hour minimum	\$ 75,000.00 per hour
q.	Failure to Follow Federal and/or State Statutes, Codes, Rules, and/or Regulations	\$ 50,000.00
r.	Failure to State a Claim upon which Relief Can Be Granted	\$ 25,000.00
s.	Failure to Present a Living Injured Party	\$ 100,000.00
t.	Failure to Provide Contract Signed by the Parties; per occurrence and includes any Third Party Defendant	\$ 100,000.00*
u.	Failure to Provide IRS 1099OID(s), and Other IRS Reporting Form(s) and/or Requirements upon Request; per occurrence and includes any Third Party Defendant	\$ 100,000.00*
v.	Default by non-response or Incomplete Response; per occurrence and includes any Third Party Defendant	\$ 100,000.00*
w.	Fraud; per occurrence and includes any Third Party Defendant	\$ 1,000,000.00*
x.	Racketeering; per occurrence and includes any Third Party Defendant	\$ 1,000,000.00*
y.	Theft of Public Funds; per occurrence and includes any Third Party Defendant	\$ 1,000,000.00*
z.	Dishonor in Commerce; per occurrence and includes any Third Party Defendant	\$ 1,000,000.00*
aa.	Failure to pay Counterclaim in full within thirty (30) calendar days of default as set forth herein	\$ 1,000,000.00**
bb.	Perverting of Justice Judgment; per occurrence and includes any Third Party Defendant	\$ 1,000,000.00*
cc.	Use of Common-law Trade name/Trademark after one warning; each occurrence	\$ 50,000.00 each
dd.	Forcing psychiatric evaluations;	\$ 500,000.00 per day
ee.	Refusal to provide adequate and proper nutrition while Incarcerated;	\$ 50,000.00 per day
ff.	Refusal to provide proper exercise while incarcerated;	\$ 50,000.00 per day
gg.	Refusal to provide proper dental care while Incarcerated;	\$ 50,000.00 per day
hh.	Forced giving of body fluids;	\$ 5,000,000.00 per day
ii.	Forced injections/inoculations/vaccines;	\$ 5,000,000.00 per day
jj.	Forced separation from marriage contract;	\$ 160,000.00 per day
kk.	Confiscation/kidnapping of a body not a US Citizen;	\$ 1,600,000.00 per day
ll.	Corporate State continuing a mortgage for more than five years in violation of Banking Act of 1864 which takes precedence over current Statutes at large;	\$ 1,600,000.00 per day
mm.	Attempted extortion of funds from birth certificate account, social security account, or any other associated accounts by fraud, deception and/or forgery by any agent, entity, or corporation; per count or charge	\$ 6,000,000.00
nn.	Attempted extortion of signature; per count or charge	\$ 6,000,000.00
oo.	Attempted forgery of signature; per count or charge	\$ 6,000,000.00
pp.	Installation of a "Smart Meter" on homestead; each	\$ 1,000,000,000.00

**Notice of Intent – Fee Schedule**

**5. Kidnapping**

**(If an alleged officer removes free soul more than 5 feet from free soul’s property without just cause, it IS kidnapping) \$ 50,000.00**

**6. Services to others and/or Corporation(s) Schedule:**

a. Studying	
1. Voluntarily;	\$ 500.00 per hour
2. Under Threat, Duress, Coercion;	\$ 75,000.00 per hour
b. Analyzing	
1. Voluntarily;	\$ 500.00 per hour
2. Under Threat, Duress, Coercion;	\$ 75,000.00 per hour
c. Research	
1. Voluntarily;	\$ 500.00 per hour
2. Under Threat, Duress, Coercion;	\$ 75,000.00 per hour
d. Preparing Documents	
1. Voluntarily; per hour	\$ 500.00 per hour
2. Under Threat, Duress, Coercion;	\$ 75,000.00 per hour
e. Answering	
1. Voluntarily; per hour	\$ 500.00 per hour
2. Under Threat, Duress, Coercion; per hour	\$ 75,000.00 per hour
f. Providing Information	
1. Voluntarily; per hour	\$ 500.00 per hour
2. Under Threat, Duress, Coercion; per hour	\$ 75,000.00 per hour

Total damages for each line item set forth in the above Schedule will be assessed as the total amount of the damages as set forth herein times three (3) for a total of all damages added to three (3) times the damages for punitive or other additional damages.

\*Per Occurrence and Includes any Third Party Defendant

\*\*All claims are stated in US Dollars which means that a US Dollar will be defined, for this purpose as a One Ounce Silver Coin of .999 pure silver or the equivalent par value as established by law or the exchange rate, as set by the US Mint, whichever is the higher amount, for a certified One Ounce Silver Coin (US Silver Dollar) at the time of the first day of default as set forth herein; if the claim is to be paid in Federal Reserve Notes, Federal Reserve Notes will only be assessed at Par Value as indicated above.

**If invoiced, payment is due 15 days after receipt date unless otherwise indicated.**

**Make all payments to:**

**Eric Quinn Weber  
c/o 1701 Stonefield St  
Las Vegas, Nevada [89144]  
Non Domestic, Zip Exempt  
Without the United States**

**Notice of Intent – Fee Schedule**

**To All Entities and ENTITIES however named, styled or punctuated:**

This Notice of Intent - Fee Schedule is a schedule of mandatory fees instated by the American First Priority Creditor, Eric Quinn Weber©, Authorized Representative on behalf of ERIC WEBER©, QUINN WEBER©, ERIC Q. WEBER©, ERIC QUINN WEBER©, ERIC CARLE©, ERIC Q. CARLE© and ERIC QUINN CARLE© . I, Eric Quinn Weber©, do hereby set forth fees to be instated in any business dealing with ERIC WEBER©, QUINN WEBER©, ERIC Q. WEBER©, ERIC QUINN WEBER©, ERIC CARLE©, ERIC Q. CARLE© and ERIC QUINN CARLE© also including Proper Case Styling, for any business conducted relevant to this schedule. In the event that invoicing becomes necessary, invoiced amounts are due fifteen days after day of receipt, unless otherwise indicated. If said fees are not met, it is the right of the Priority Creditor, Eric Quinn Weber©, to refuse or void any form of business interaction and/or transaction. Fees are subject to change at any time without prior notice and can be accelerated under UCC 1-305. First Priority Creditor, Eric Quinn Weber©, is the only Authorized Representative to alter, void, and/or enforce said fees and may do so at any time.

All Rights Reserved By: *Eric Quinn Weber ©*

Eric Quinn Weber©, American State National  
First Priority Creditor, Authorized Representative  
All Rights Reserved Without Prejudice

**Witness and Acknowledgement**

Nevada  
Clark County

A living man affirmed before me, Aaron Michael Lucey, a Recording Secretary/Notary, on this 9th day of December, 2023, that Eric Quinn Weber, personally appeared and known to me to be the man whose name is referenced within the instrument and acknowledged to be the same.

Autograph By: *Aaron Michael Lucey ©*  
All Rights Reserved Without Prejudice



1 **DFLT**

2 RAUSCH STURM LLP

3 Richard A. Russell, Esq., Nevada Bar Number 11260

4 Chris A. Aaron, Esq., Nevada Bar Number 9489

5 9510 W. Sahara Avenue, Suite 250

6 Las Vegas, NV 89117

7 (855)517-6284

8 LawfirmNV@rauschsturm.com

9 *Attorneys for the Plaintiff*

10 Our File No. 4604206

11 **JUSTICE COURT, LAS VEGAS TOWNSHIP**  
12 **CLARK COUNTY, NEVADA**

13 PORTFOLIO RECOVERY ASSOCIATES, LLC )

Case No. 23CV0912

Plaintiff, )

vs. )

Dept. No. )

ERIC Q WEBER )

Defendant(s). )

14 \_\_\_\_\_ )  
15 **DEFAULT**

16 It appearing from the files and records in the above-entitled action that ERIC Q WEBER,  
17 Defendant herein, having been duly served on May 18, 2023, with a copy of the Summons and  
18 Complaint, that more than 20 days, exclusive of days of service, having expired since service upon  
19 the Defendant(s) that no Answer or other appearance having been filed and no further time having  
20 been granted, the Default of the above named Defendant(s) for failing to answer or otherwise plead  
21 to Plaintiff's Complaint is hereby entered.

22 By: *Eric Q Weber*  
23 *September 14th 2024*

*"Not Negotiable"*  
*"Unconscionable Contract"*  
*Claim my exemptions pursuant to*  
*18 USC § 241 + 242*  
*27 CFR 221*



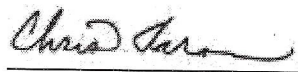
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1 The undersigned hereby requests and directs the entry of default.

2  
3 Pursuant to NRS 239B.030, this document does not contain any social security numbers or otherwise  
4 prohibited personal information as defined in NRS 603A.040.

5 RAUSCH STURM LLP  
6 ATTORNEYS IN THE PRACTICE OF DEBT  
7 COLLECTION

CLERK OF COURT

8   
9 Richard A. Russell, Esq., Bar #11260  
10 Chris A. Aaron, Esq., Bar #9489  
11 9510 W. Sahara Avenue, Suite 250  
12 Las Vegas, NV 89117  
13 (855)517-6284

Deputy Clerk \_\_\_\_\_ Date  
Las Vegas Justice Court  
Regional County Courthouse  
200 LEWIS AVE, 2ND FLOOR  
LAS VEGAS, NV 89101

*Attorneys for the Plaintiff*

1 **JUDG**

2 RAUSCH STURM LLP

3 Richard A. Russell, Esq., Nevada Bar Number 11260

4 Chris A. Aaron, Esq., Nevada Bar Number 9489

5 9510 W. Sahara Avenue, Suite 250

6 Las Vegas, NV 89117

7 (855)517-6284

8 LawfirmNV@rauschsturm.com

9 **Attorneys for the Plaintiff**

10 Our File No. 4604206

11 **JUSTICE COURT, LAS VEGAS TOWNSHIP**  
12 **CLARK COUNTY, NEVADA**

13 PORTFOLIO RECOVERY ASSOCIATES, LLC )

Case No. 23C010912

Plaintiff, )

vs. )

Dept. No. )

ERIC O. WEBER )

Defendant(s) )

14 **JUDGMENT BY DEFAULT**

15 ERIC O. WEBER, Defendant(s) in this action, having been regularly served with a copy of  
16 the Summons and Complaint and having failed to appear, plead or otherwise answer thereto; the  
17 legal time therefore having expired and not having been extended; the Default of the said  
18 Defendant(s) having been duly entered; the Court having found that the costs plead to be reasonable  
19 and necessary pursuant to Cadle Co. V. Woods 7 Erikson, LLP, 131 Nev. 114(2015), and good cause  
20 appearing therefore,  
21

*"Non-Negotiable"*  
*Unconscionable Contract*  
*pursuant to § 241 & 242*  
*I claim my exemptions 18 USC § 241 & 242*  
*27 CFR*  
*By [Signature] 5 September 2024*



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1 IT IS HEREBY ORDERED, that Plaintiff have Judgment against Defendant(s) ERIC Q  
2 WEBER in the sum of \$1,194.69, together with Plaintiff's costs of suit in the amount of \$187.52.  
3

4 Dated \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
JUSTICE COURT JUDGE

5  
6 Pursuant to NRS 239B.030, this document does not contain any social security numbers or  
7 otherwise prohibited personal information as defined in NRS 603A.040.

8 Submitted by:

9 RAUSCH STURM LLP

10 ATTORNEYS IN THE PRACTICE OF DEBT COLLECTION

Dated: 05/31/2024

11 

12 Richard A. Russell, Esq., Bar #11260

13 Chris A. Aaron, Esq., Bar #9489

14 9510 W. Sahara Avenue, Suite 250

15 Las Vegas, NV 89117

(855)517-6284

*Attorneys for the Plaintiff*

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1 **CVAFDJ**  
2 RAUSCH STURM LLP  
3 Richard A. Russell, Esq., Nevada Bar Number 11260  
4 Chris A. Aaron, Esq., Nevada Bar Number 9489  
5 9510 W. Sahara Avenue, Suite 250  
6 Las Vegas, NV 89117  
7 (855)517-6284  
8 LawfirmNV@rauschsturm.com  
9 *Attorneys for the Plaintiff*  
10 Our File No. 4604206

11 **JUSTICE COURT, LAS VEGAS TOWNSHIP**  
12 **CLARK COUNTY, NEVADA**

13 PORTFOLIO RECOVERY ASSOCIATES, LLC ) **Case No. 23C010912**  
14 Plaintiff, )  
15 vs. ) **Dept. No.**  
16 ERIC O WEBER )  
17 Defendant(s). )

18 **APPLICATION FOR DEFAULT JUDGMENT**

19 Plaintiff applies to the above-entitled Court for entry of a Default Judgment in favor of  
20 Plaintiff and against Defendant(s) on the grounds that Defendant(s) has/have failed to plead or  
21 otherwise defend as provided by Nevada Rules of Civil Procedure.

22 Plaintiff, by and through the undersigned Counsel, relies on the Memorandum of Costs  
23 with Declaration, records, papers, and pleadings on file herein, including the already-filed  
24 Affidavit of Service, Default entered by the Clerk, together with the Affidavit of Account and  
25 other supporting documents, attached hereto.

*"Not Negotiable"*  
*"Unconscionable Contract"*  
*"I claim my exemption pursuant to § 241 + 242"*  
*27 CFR 2211*  
*Buy Eric Quinn's 18 USC*  
*By Eric Quinn 9th 2024*  
*September 18 2024*

1 **MEMORANDUM OF COSTS AND DISBURSEMENTS**

2

Filing Fees Motion/Application Fees	83.44 \$15.00	Telecopies/Long Distance Telephone Calls	
Service of Process	86.50	Computer Research	
Photocopies		Runner Service	
Electronic Filing Fees	\$2.58	Certify Judgment	
<b>TOTAL: \$187.52</b>			

6

7 **DECLARATION IN SUPPORT OF DEFAULT JUDGMENT**

8 Pursuant to NRS 18.110, Counsel for Plaintiff in PORTFOLIO RECOVERY  
9 ASSOCIATES, LLC vs. ERIC Q WEBER, Case No. 23C010912, is submitting the following  
10 declaration in support of Plaintiff's Memorandum of Costs and Disbursements.  
11

- 12 1. I am an attorney licensed to practice law in the state of Nevada.  
13 2. That the Summons and Complaint in said action have been duly served on Defendant(s)  
14 therein, and said Summons and Complaint with proof of said service thereof duly filed  
15 with said court.  
16 3. That I am competent to testify regarding the costs and disbursements referenced in Plaintiff's  
17 Memorandum of Costs and Disbursements and have personal knowledge, unless otherwise  
18 stated. These items are true and correct to the best of my knowledge and were reasonably and  
19 necessarily expended in the furtherance of the litigation of this matter.  
20 4. That the time allowed by law and specified in said Summons for said Defendant(s) to  
21 answer the Complaint in said action has elapsed.  
22 5. That no answer to Plaintiff's Complaint has been received by or served upon said Plaintiff  
23 or Plaintiff's attorney and Defendant(s) has/have not otherwise defended in the action.  
24 6. That to the best of my knowledge information and belief, Defendant(s) is/are not an  
25 infant/infants or incompetent person/persons.  
26  
27  
28

1 7. That accordingly Defendant(s) is/are in default herein.

2 8. Plaintiff's counsel has access to a system of records maintained by the United States  
3 Department of Defense, which allows counsel to ascertain whether a particular person is  
4 engaged in active duty in any branch of the U.S. Military. It is the regular practice of  
5 Plaintiff's counsel to query this system with respect to any defendant prior to initiation  
6 and during a collection action. Counsel then maintains records in the normal course of its  
7 business that indicate the results of that query.  
8

9 9. Based on my review of the Account records applicable to Defendant(s), to the best of my  
10 knowledge and belief, the above Defendant(s) is/are not engaged in activity duty of the  
11 military services in the U.S. This declaration is made in compliance with the  
12 Servicemember Civil Relief Act, 50 U.S.C. §§ 3901-4043, in an attempt to obtain a  
13 judgment against the above named Defendant(s).  
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1 10. I further state that the Defendant(s) above named, owe(s) the sum of \$1,194.69, together  
2 with Plaintiff's costs of suit in the amount of \$187.52. I declare under penalty of perjury  
3 under the laws of the State of Nevada and NRS 53.045 that the foregoing is true and  
4 correct to the best of my knowledge.  
5

6 

7 Richard A. Russell, Esq., Bar #11260  
8 Chris A. Aaron, Esq., Bar #9489  
9 9510 W. Sahara Avenue, Suite 250  
10 Las Vegas, NV 89117  
11 (855)517-6284

12 *Attorneys for the Plaintiff*

13 Pursuant to NRS 239B.030, this document does not contain any social security numbers or  
14 otherwise prohibited personal information as defined in NRS 603A.040.

15 Dated: 05/31/2024

16 RAUSCH STURM LLP  
17 ATTORNEYS IN THE PRACTICE OF DEBT COLLECTION

18 

19 Richard A. Russell, Esq., Bar #11260  
20 Chris A. Aaron, Esq., Bar #9489  
21 9510 W. Sahara Avenue, Suite 250  
22 Las Vegas, NV 89117  
23 (855)517-6284

24 *Attorneys for the Plaintiff*  
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**CERTIFICATE OF SERVICE**

I hereby certify that on: AUG 19 2024, I served a full, true and correct copy of the foregoing documents by depositing a copy of the same in a sealed envelope in the United States Mail, First-Class Postage fully prepaid, and addressed to:

ERIC Q WEBER  
1701 STONEFIELD ST  
LAS VEGAS NV 89144-5415

and that there is regular communication by mail between the place of mailing and the place(s) so addressed.

By:  \_\_\_\_\_  
An Employee of RAUSCH STURM LLP

1 TDN  
2 RAUSCH STURM LLP  
3 Richard A. Russell, Esq., Nevada Bar Number 11260  
4 Edward Kania, Esq., Nevada Bar Number 8821  
5 9510 W. Sahara Avenue, Suite 250  
6 Las Vegas, NV 89117  
7 (855)517-6284  
8 LawfirmNV@rauschsturm.com  
9 **Attorneys for the Plaintiff**  
10 Our File No. 4604206

11 **JUSTICE COURT, LAS VEGAS TOWNSHIP**  
12 **CLARK COUNTY, NEVADA**

13 PORTFOLIO RECOVERY ASSOCIATES, LLC  
14 Plaintiff,

Case No. 23C010912

15 vs.

) Dept. No.

16 ERIC Q WEBER

17 Defendant(s).

) **NOTICE OF INTENT TO**  
) **TAKE DEFAULT AND**  
) **DEFAULT JUDGMENT**

18 **TO: ERIC Q WEBER**

19 Please take notice that Plaintiff, PORTFOLIO RECOVERY ASSOCIATES, LLC, intends to take  
20 default against ERIC Q WEBER, in fourteen (14) calendar days due to the failure of the  
21 Defendant(s) to file an answer or otherwise respond to the Complaint that was served on May 18,  
22 2023, by the following method **Personal SERVICE**

23 Defendant may file an Answer or otherwise respond to the Complaint in the following  
24 manner:

- 25 1. In-person at the Las Vegas Justice Court - Civil Division Clerk's Office on the second  
26 floor of the Regional Justice Center.  
27 Located at 200 Lewis Ave, Las Vegas, NV 89101  
28 House of Operation: Monday - Thursday - 7:30am-5:30pm (Closed Weekends and  
Holidays)

*Non-Negotiable Contract*  
*Unconscionable Contract*  
*Claim my exemption pursuant to 241 & 242*  
*27 C.R.A. 2211*  
*By Eric Q Weber 9th 2024*  
*18 ASC 241 & 242*

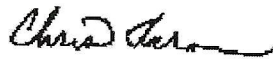
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2. Online - at [efilenv.com](http://efilenv.com). If you need assistance with e-filing please call 702-671-3478
3. If you need assistance with forms you can visit the Civil Law Self Help Center online at [www.civillawselfhelpcenter.org](http://www.civillawselfhelpcenter.org), by phone at 702-671-3976, or email at [clshcinfo@lacs.org](mailto:clshcinfo@lacs.org). Forms are also available in person at the clerk's office.

Pursuant to NRS 239B.030, this document does not contain any social security numbers or otherwise prohibited personal information as defined in NRS 603A.040.

Dated: 05/03/2024

RAUSCH STURM LLP  
ATTORNEYS IN THE PRACTICE OF DEBT COLLECTION



Richard A. Russell, Esq., Bar #11260  
Edward Kania, Esq., Bar #8821  
9510 W. Sahara Avenue, Suite 250  
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*Attorneys for the Plaintiff*

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and that there is regular communication by mail between the place of mailing and the place(s) so addressed.

By: /s/ Jay Sherman  
An Employee of RAUSCH STURM LLP