:Gabriel-Alexis: Fuller: Principal [738 Howard Ave #3B] [Brooklyn, New York 11212]



Superior Court in and for the County of Kings

THE PEOPLE OF THE STATE OF NEW YORK Plaintiff.

Case#03767-2017

VS.

BOND

GABRIEL FULLER Defendant

MAQIBA MARTIN Defendant

RICARDO MCDONALD Defendant

Registered claim #9590 9402 6496 0346 4791 12

Silver Surety Bond

Tendered to the court and prosecutor as holder in due course for their fiduciary duty and liability.

There appearing no bond of record by the prosecutor to initiate the matter regarding Case # 03767-2017 and any other known associated account(s) relating to RICARDO MCDONALD and MAQIBA MARTIN.

I, :Gabriel-Alexis: Fuller: conditionally accept all charges and plead guilty to the facts, but not to a charge or claim, and undertake settlement for full Accord and Satisfaction per UCC 3-311, as follows:

In consideration of the fact that no lawful money of account exists in circulation, and Article 1 Section 10 of the U.S. constitution specifying the only lawful money available for settlement of debt, and in consideration of the fact that I have suffered dishonor regarding the matter of Case # 03767-2017 and associated account(s). I hereby underwrite this BOND and contract with both my private exemption # 20782, and with my possession offer of twenty-one (21) united States of America silver dollars in coin acting as surety collateral in lawful money, and as witnessed by the attached affidavit, for settlement regarding any and all obligations of performance/loss/costs sustained by the State of New York and the respectful citizens thereof, regarding said matter. This instrument is subject to enforcement per § 3-311:

UCC 3-311 - ACCORD AND SATISFACTION BY USE OF INSTRUMENT.

(a) If a person against whom a claim is asserted proves that (i) that person in good faith tendered an instrument to the claimant as **full satisfaction of the claim**

And...UCC 3-311 2(d) A claim is discharged if the person against whom the claim is asserted proves that within a reasonable time before collection of the instrument was initiated, the claimant, or an agent of the claimant having direct responsibility with respect to the disputed obligation, knew that the instrument was tendered in full satisfaction of the claim.

Enforcement remedies are available per:

§ 3-307. NOTICE OF BREACH OF FIDUCIARY DUTY.

(a) In this section:

(1) "Fiduciary" means an agent, trustee, partner, corporate officer or director, or other representative owing a fiduciary duty with respect to an instrument.

(2) "Represented person" means the principal, beneficiary, partnership, corporation, or other

person to whom the duty stated in paragraph (1) is owed.

(b) If (i) an instrument is taken from a fiduciary for payment or collection or for value, (ii) the taker has knowledge of the fiduciary status of the fiduciary, and (iii) the represented person makes a claim to the instrument or its proceeds on the basis that the transaction of the fiduciary is a breach of fiduciary duty, the following rules apply:

(1) Notice of breach of fiduciary duty by the fiduciary is notice of the claim of the represented

person.... (other clauses also apply)

I have further paid the freight of this vessel/document via stamp entitling me and this document to right of passage as postmaster per Universal Postal Union requirements.

Unless the court or prosecutor can swear under oath with full commercial liability as fiduciary, what other constitutionally required lawful money can be required provide ACCORD AND SATISFACTION BY USE OF INSTRUMENT TENDERED, this matter is settled, and all claims are satisfied upon tender. If anyone claims a Superior Claim to mine in the matter, let them bring forth their bond and bring their B11 or 410 claim forms, sworn to under penalty of perjury, as a damaged party with firsthand knowledge.

I now issue **Mandatory Judicial Notice** to this court to dismiss, settle, and set off with full satisfaction and accord, any claims in full, with prejudice due as no claim remains against my estate in this action. The part named A.D.A Chasin Fodeman, New York, by default and their non response to rebut this offer point by point, now fails to state a claim for which relief can be granted at this time. The prosecutor or the court may now dismiss on their own accord as their initial charging instrument is now settled, satisfied and closed with full satisfaction and accord without disagreement to do so, unless they have remaining claims to make against Gabriel Alexis Fuller.

If further necessary, I require the prosecutor to certify my right of subrogation using their own bond if necessary, which were underwritten using my name or derivatives thereof. This subrogation is for the purpose of settling all accounts related to this matter using existing collateral. I stand in honor having brought forth my superior bond and claims, thus inferior bonds or lack thereof should cause the release of all unverified remaining claims against defendant Ricardo McDonald, Maqiba Martin upon receipt. As executor of the named estate vessel: GABRIEL FULLER, and as postmaster of this document vessel, instruct the appointed fiduciary trustee to be either the Clerk Michelle Li, and/or Judge John T. Hecht, as necessary who is tasked to then discharge the case #03767-2017 and discharge and dismiss any and all defendants with prejudice.

TIMELY NOTICE AND DEFAULT

Let this Bond and Contract stand for as full Accord and Satisfaction for securing subsequent, related, or superseding case accounts using this same Bond. If no superior claims are made or superior bonds are presented, or outright refusal per the Uniform Commercial Code, You will have 10 calendar days from the date of receipt of this communication to respond, whereby you will have to rebut each and every one of the accompanying governing "proof of claims" and/or provide facts and conclusions of law supporting your position. After those 10 days, this presentment, contract stands as agreed and binding by default, thus all related matters are considered settled, discharged, and dismissed. Enforcement right may be enforced in accordance with § 3-307. NOTICE OF BREACH OF FIDUCIARY DUTY regarding a registered security the US Postal service. Additionally, this contract subjects all parties to Binding per the Arbitration Federal Arbitration Act if necessary, prior to proceeding on the original related matter under case #03767-2017, and thus this contract acts as an estoppel in that matter until such time binding arbitration determination is confirmed.

Void where prohibited by law.

Done at [Kings] county, [New York], this _______ day of April 2021.

:Gabriel-Alexis: Fuller: Principal :copy-right/copy-claim:

Delivered via Registered Mail

Gabriel-Alexis: Fuller: :copy-right/copy-claim: