

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

DEEPGULF, INC. and
TOKE OIL AND GAS, S.A.

Plaintiffs,

vs.

MARC M. MOSZKOWSKI

Defendant.

Case No.: 2018 CA 000543

Division: "E"

**NOTICE OF FILING DEFENDANT'S TIMELINE OF MATERIAL EVENTS
(2004–2018)**

COMES NOW Defendant, Marc Moszkowski, Pro Se, and respectfully files the attached Timeline of Material Events (2004–2018) in support of the Trial Framework and all pending motions and trial proceedings in this matter.

This document summarizes the factual chronology underlying the dispute and incorporates key dates, relationships, transactions, and events spanning from the founding of DeepGulf, Inc. in 2004 to the present litigation. It is provided as an aid to the Court and counsel in understanding the factual context and evaluating the claims and defenses at issue.

The submission is offered to clarify and consolidate the record built over seven years of litigation.

Respectfully submitted this 8th day of March, 2025

Marc Moszkowski, Pro Se
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A handwritten signature in blue ink, reading "M. Moszkowski".

CERTIFICATE OF SERVICE

I hereby certify that, on this 8th day of March, 2025, a copy of this motion has been furnished to Braden K. Ball, Jr., attorney for the plaintiffs, through the Florida Courts E-Filing Portal.

A handwritten signature in blue ink, reading "M. Moszkowski".

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DEFENDANT'S TIMELINE OF MATERIAL EVENTS (2004–2018)

Submitted in Support of Defendant's Trial Framework and as a
Chronological Summary of the Factual Record

1. December 1st, 2004:

Marc Moszkowski co-founds DeepGulf, Inc.; he owns a little under 50% of the stock; he is the President and Chief Executive Officer;

2. December 1st, 2004 - December 31st, 2007:

For three years and one month since incorporation of DeepGulf, Inc., Marc Moszkowski receives no salary whatsoever despite DeepGulf, Inc.'s formal commitment and guarantee to the U.S. Government;

- Marc Moszkowski self-supports his professional activities out of pocket, to the tune of \$50,000 per year;

3. September 10th, 2007:

Marc Moszkowski receives an inquiry for a large ultra-deep-sea pipeline from Ronald Graeme Mitaxa, an Australian individual with Toke Consultants and Toke Petroleum in East Timor;

4. November 3rd, 2007:

While on a private 22 days camping journey around Australia from Sydney to Perth via the 6,000 miles northern route, Marc Moszkowski receives a call from an East Timorese businessman inviting him to visit East Timor;

5. November 11th, 2007:

Marc Moszkowski stops in Darwin, buys semi-formal attire, and flies to East Timor on his dime the next morning;

6. November 12th, 2007 to November 14th, 2007:

Marc Moszkowski stays three days in East Timor, where two East Timorese businessmen have arranged formal meetings in rapid succession with the President of the Republic, the Prime Minister, the Minister for Natural Resources, several other Ministers, the Speaker of Parliament, numerous Representatives, and several Ambassadors;

7. November 15th, 2007 to November 24th, 2007

Marc Moszkowski flies back to Darwin and resumes his private circumnavigation of Australia;

8. December 2007 and January-February 2008:

The two East Timorese businessmen make arrangements for a first contract with the Government of East Timor;

9. February 29th, 2008:

Marc Moszkowski travels back to East Timor, a country in turmoil, two weeks after an assassination attempt on both the President and the Prime Minister;

- Marc Moszkowski is formally offered in his name 33.33% of East Timorese enterprise Toke Oil and Gas S.A. and the position of President Director General;
- Marc Moszkowski keeps the ownership for the benefit of DeepGulf, Inc.;
- No option exists for foreign Marc Moszkowski to own more than 33.33%, let alone 100% of the company, which is already owned by the two local businessmen under several aliases;
- No option ever existed for tiny foreign un-capitalized DeepGulf, Inc. to own any share of the company, let alone 100%, which is already owned by the two local businessmen under several aliases;

10. March 20th, 2008:

Marc Moszkowski and the two Timorese co-owners sign the first contract with the Government of East Timor;

- DeepGulf, Inc. does not provide any financing for the first contract, worth \$5,200,000;
- All financing is secured locally;

11. 2010 to 2012:

After completion of the first contract, two more contracts are obtained in 2010-2011 and 2011-2012;

- DeepGulf, Inc. does not provide any financing for the second contract, worth \$3,000,000;
- All financing is secured locally;
- DeepGulf, Inc. does not provide any financing for the third contract, worth \$6,700,000;
- All financing is secured locally;

12. 2008 to 2012:

Without the local co-owners' essential knowledge of local government and politicians there would of course never have been any contract;

- DeepGulf, Inc., a small U.S.-based entity with no local capital or presence, would not have been able to independently secure even a basic meeting with East Timorese officials—let alone negotiate over \$14.9 million in government contracts;
- DeepGulf, Inc. did not provide any financing for any of the three contracts, worth \$14,900,000;
- All financing was secured locally;

13. 2008 to 2012:

Only **after** the first contract is secured, does DeepGulf, Inc.'s Chairman of the Board start raising capital for a total of \$657,000;

- DeepGulf, Inc.'s Chairman of the Board expends an amount equal to 75.54% of the capital, or \$496,328.82, on his own salaries (\$337,228.57), those of his assistants and secretaries (\$90,190.12), and rental for his office (\$68,910.13);
- DeepGulf, Inc.'s Chairman of the Board never requests Marc Moszkowski's assent for any of these expenses, although he later fabricates assent for the Chairman of the Board's salary;
- Marc Moszkowski never uses an assistant, a secretary, or an office;

14. 2008- 2012:

After the third contract Toke Oil and Gas S.A.'s cash-flow totals \$2,622,933.67;

15. 2008- 2012:

The two East Timorese directors, who own 66.67% of Toke Oil and Gas S.A., receive together \$1,304,764.22, or 49.7% of cash flow;

- For accounting reasons, the payment of 49.7% of cash flow is entered as salaries;

16. 2008- 2012:

Meanwhile, Marc Moszkowski causes DeepGulf, Inc. to receive \$1,318,169.45, or 50.3% of cash flow, for Marc Moszkowski's 33.33% ownership of Toke Oil and Gas S.A.;

- The amount comprises a bonus of \$ 339,674 (+34.71%) over what had been agreed on May 12th, 2008 between Toke Oil and Gas S.A. and DeepGulf, Inc.'s Chairman of the Board;
- Plaintiff DeepGulf, Inc. later claims in its pleadings, quite surprisingly, that it was entitled to 33.33% of net profit;
- Cash flow is always by necessity substantially greater than net profit;

17. 2010:

By this point, DeepGulf's total debt to Marc Moszkowski has reached approximately \$536,000, consisting of:

- \$360,000 in unpaid salaries (2005–2007),
- \$150,000 in personal cash advances to keep DeepGulf operational,
- \$26,000 from net consulting revenue earned from a French energy company and voluntarily assigned to DeepGulf.

This debt has accrued without any formal repayment plan, despite repeated assurances, and directly contributes to Marc Moszkowski's inability to pay required French tax obligations.

18. 2010-2011:

Marc Moszkowski not being able to pay his French taxes from his DeepGulf, Inc. salary only, one of the two East Timorese directors of Toke Oil and Gas S.A., Vicente Ximenes, offers to transfer a total of \$345,000 from the 49.7% East Timorese share to Marc Moszkowski for the payment of said taxes;

- Should the amount be ever repaid, it would obviously be to his originator, Vicente Ximenes;
- For accounting reasons, the payment is later entered as a salary;
- Marc Moszkowski informs DeepGulf, Inc. of the payments in due time and receives a written acknowledgment before the Statute of Limitation threshold;

19. March 2013:

DeepGulf, Inc. ceases to pay Marc Moszkowski's salaries, despite the formal commitment and the personal guarantee given to the U.S. Government by DeepGulf Inc.'s Chairman of the Board;

20. June 2013:

In conspiracy with a shareholder, DeepGulf, Inc.'s Chairman of the Board substitutes a fraudulent personal loan of \$50,000 at 17% interest for duly owed salaries, while Marc Moszkowski assigns to DeepGulf, Inc. twice as much in personal emoluments during the same period;

- Not a cent of the assignment of personal emoluments is used by DeepGulf, Inc. to pay Marc Moszkowski's salaries, while during the same period DeepGulf, Inc. expends \$36,847.50 on the salaries of the Chairman of the Board's personal assistants;
- In the same fashion as two years prior, the amount is used entirely by Marc Moszkowski to pay tax;
- In 2019 the shareholder places a court sanctioned lien on Marc Moszkowski's house for the equivalent of \$175,000 in 2025; the lien increases by 11.45% each and every year;

21. January 31st, 2018:

In a surprising reversal of the factual record, DeepGulf, Inc. accuses Marc Moszkowski of having personally stolen from DeepGulf, Inc. the sum of \$1,304,764.22—an amount that had in fact been paid directly by East Timorese Toke Oil and Gas S.A. to its East Timorese founders and legal owners;

22. April 3rd, 2018:

DeepGulf, Inc. sues Marc Moszkowski personally in State Court for treble the amount, or \$3,914,292.66

This timeline concludes the relevant sequence of events to date. All factual claims made herein are supported by documentary evidence already filed or available for inspection. It is submitted to assist the Court and any reviewing counsel in understanding the factual

background of this dispute, and is offered in support of all pending motions and trial preparation.

Respectfully submitted this 8th day of April, 2025

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A handwritten signature in blue ink that reads "M. Moszkowski". The signature is written in a cursive, flowing style.