

**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"

**DEFENDANT'S MOTION FOR EQUITABLE RELIEF TO LIFT
FRAUDULENT LIEN AND FOR JUDICIAL FINDING OF ABUSE OF
PROCESS**

COMES NOW the Defendant, Marc Moszkowski, and respectfully moves this Honorable Court for equitable relief in the form of a judicial finding of abuse of process and the immediate vacatur of a lien and judgment fraudulently obtained and recorded against Defendant's property in France by a shareholder of Plaintiff DeepGulf, Inc. This motion seeks not only to restore Defendant's basic legal rights and property interests, but also to highlight a deeply disturbing abuse of judicial procedure arising directly from the conduct of Plaintiff and its confederates.

This Motion concerns a lien arising from foreign proceedings that were themselves the direct and foreseeable result of fraudulent conduct initiated in Florida by the Chairman of Plaintiff DeepGulf, Inc., acting in his corporate capacity and in concert with a shareholder. Although the lien was imposed in France, the abuse of process originated in this jurisdiction, and the damage continues to impair Defendant's ability to defend himself in this Court.

I. FACTUAL BACKGROUND

1. In or around 2013, Defendant Marc Moszkowski was owed substantial unpaid salary by Plaintiff DeepGulf, Inc. ("DeepGulf"). In lieu of payment, Defendant voluntarily assigned \$125,000 in net personal consulting income to the corporation.
2. Of that amount, \$95,500 was returned to DeepGulf's U.S. bank account between 2013 and 2014. Defendant later found in documents obtained from Chairman Rus Howard under threat of subpoena that he did not use any of those funds to compensate Defendant.
3. On June 4, 2013, a wire transfer in the amount of \$50,000 was executed towards Defendant's due salaries, from Whitesands LLC, a

corporation whose president is Rus Howard, Chairman of the Board of Plaintiff DeepGulf, Inc. and signatory of the wire transfer.

4. Whitesands LLC was a major shareholder of DeepGulf, Inc.
5. Howard had given his personal guarantee to the United States Government to *"use personal assets including the equity in his home to assure the Citizenship and Immigration Service that the H-1B prevailing wage will be paid"*, adding in a signed Attestation *"In the event the company does not meet financial expectations, I will use personal assets, including the equity in my home, to guarantee payment of the prevailing wage. Please see the attached personal financial paperwork."*
6. However, around the same period, Howard had created a draft "loan agreement" in the name of a major DeepGulf shareholder, David Rumsey, at the exorbitant interest rate of 17%. Howard assured Defendant explicitly and repeatedly that this was a mere accounting stratagem due to offsetting obligations between himself and Rumsey.
7. The so-called "loan" document was never manually signed by the Defendant. Under French law, it was therefore unenforceable as a debt instrument.

8. It defies logic and good faith to suggest that Defendant would gratuitously assign \$100,000 to DeepGulf and simultaneously incur a personal debt of \$50,000 at usurious interest to a shareholder of that same corporation.
9. Howard's contemporaneous and repeated statements to Defendant — describing the "loan" as fictitious and irrelevant — further confirm the ruse.
10. **For four and a half years**, Rumsey made no demand for payment whatsoever, which shouldn't have surprised anyone, since Defendant had gifted to DeepGulf twice the amount, thus covering any exposure. Then, without prior notice, and in collusion with Howard, Rumsey produced the so-called loan draft—despite never having transferred any funds to Defendant, or even interacted with him regarding the transaction—demanded full repayment, and soon filed a summary claim in France.
11. Defendant further notes that the only alleged documentation of the so-called loan bears no physical or secure electronic signature of Defendant, but merely a digital signature stamp, which was not applied as part of any knowingly executed written agreement. Accordingly, the alleged obligation, if any, was not founded upon a

valid written instrument and was time-barred under the four-year limitation period set forth in Fla. Stat. § 95.11(3)(k) at the time of Rumsey's first demand.

12. Defendant secured French legal counsel on credit and successfully and expeditiously obtained DISMISSAL of Rumsey's claim, so absurd was Rumsey's claim, who demanded reimbursement of an amount he had never disbursed in the first place.
13. However, a few months later, Rumsey filed again in another French venue, recycling the same fraudulent claim.
14. This time, Defendant could not secure legal representation. French law prohibits pro se defense in civil court, and Defendant was not even notified of the hearing date.
15. A default judgment was entered against Defendant, who only became aware of it when a French bailiff arrived at his door with the judgment notice.
16. Defendant appealed, but because the **procedural** irregularities were not deemed sufficient to invalidate the judgment, the lien on Defendant's sole remaining asset remains in place. Said lien, assorted with interest, now amounts to about \$175,000 and increases by \$2,000 every month, more than twice Defendant's income.

II. LEGAL GROUNDS FOR RELIEF

Florida courts may exercise ancillary equitable jurisdiction over matters incident to the core litigation, including findings of fraud or abuse of process that arise out of conduct by parties before the Court, even if the harmful effect manifests in a foreign jurisdiction. It defies logic and good faith to suggest that Defendant would gratuitously assign \$100,000 to DeepGulf and simultaneously incur a personal debt of \$50,000 at usurious interest to a shareholder of that same corporation.

In addition to lifting the lien, Defendant respectfully requests that this Court enter a judicial finding that the underlying judgment upon which the lien is based is not enforceable against Defendant. The alleged debt, upon which judgment was entered by default in France, was not incurred by Defendant, but instead resulted from a fictitious loan manufactured in Florida by Plaintiff's Chairman, Rus Howard, in collaboration with shareholder David Rumsey. The loan served as an accounting device to conceal Plaintiff Corporation's failure to meet salary obligations and was never intended to be repaid, as evidenced by contemporaneous communications and admissions by Howard himself. The judgment was

obtained in Defendant's absence, without notice of hearing, and in a jurisdiction that bars pro se representation, rendering it substantively unjust. Defendant had no ability to appear or defend, and has no remaining legal remedy in France. Accordingly, while the judgment may remain formally in effect abroad, any attempt to rely upon it within the State of Florida—whether by lien, levy, or procedural leverage—constitutes an abuse of process and a continuation of the fraud that originated in this jurisdiction.

III. PRAYER FOR RELIEF

WHEREFORE, Defendant respectfully requests that this Court:

1. Enter an order lifting or declaring void the lien recorded against Defendant's property as a result of the foreign judgment.
2. Enter a finding that the judgment upon which the lien is based is not entitled to recognition or enforcement in Florida, nor may it serve as the basis for any lien, levy, or procedural advantage in this or any related proceeding before this Court, given that it arose from fraud initiated in this jurisdiction.
3. Enjoin Plaintiff, its agents, or related shareholders from seeking enforcement of said judgment through this litigation.

4. Grant such other and further equitable relief as this Court deems just and proper.

Respectfully submitted this 6th day of May, 2025

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CERTIFICATE OF SERVICE

I hereby certify that, on this 6th day of May, 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.

