

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

EEPGULF, INC. and
DKE OIL AND GAS, S.A.

aintiffs,

vs.

ARC M. MOSZKOWSKI

efendant.

ase No.: 2018 CA 000543

vision: "E"

**DEFENDANT'S SUPPLEMENTAL NOTICE OF FINANCIAL
IMPOSSIBILITY AND LACK OF ACCESS TO TRIAL DUE TO
PLAINTIFFS' OWN SEIZURE ACTIONS**

COMES NOW Defendant, Marc Moszkowski, pro se, and respectfully submits this Supplemental Notice to clarify and place on the record a critical fact already referenced in prior filings but now rendered urgent: Defendant has been legally and physically unable to attend trial—not by choice, but due to a combination of documented medical incapacity and financial entrapment engineered by Plaintiffs' own associate. This Notice is submitted in advance of judgment to preserve all due process and appellate rights.

I. ACTIVE JUDICIAL LIEN PREVENTS DEFENDANT FROM ACCUMULATING TRAVEL FUNDS

Since March 6, 2023, Defendant has been subject to a judicial lien in France imposed by David Rumsey—a shareholder in Plaintiff DeepGulf, Inc. and litigation ally of its Chairman, Rustin Howard. That lien, based on a disputed foreign default judgment, automatically seizes any funds in Defendant's French bank account exceeding the statutory threshold, currently €646.52. The effect is absolute: regardless of source or purpose, any amount above that threshold is confiscated.

As a result, Defendant is legally barred from retaining the minimum funds required to purchase international airfare, secure lodging, or finance travel to Pensacola, Florida, for trial. This financial blockade is not theoretical—it is active, enforceable, and documented.

II. NO LAWFUL PATH EXISTS TO CIRCUMVENT THE BLOCKADE

Even if Defendant were to sell a personal object—such as a decorative household item—any legally received proceeds would be instantly seized. The only theoretical alternative would be to sell for undeclared cash, which:

- Is unlawful under French and U.S. financial regulations;

- Cannot be used to book airfare or accommodation through conventional commercial channels;
- Would require Defendant to navigate unfamiliar procedures, with no known or lawful means available for purchasing international travel or lodging in cash; and
- Would constitute illegal circumvention of a standing lien.

Accordingly, even if Defendant possessed a marketable asset, he faces a false and untenable choice: either commit a financial crime to appear at trial—an act both illegal and impractical—or face default for failing to do so. Such a bind has no place in civil justice.

III. PLAINTIFFS' ARGUMENT OF WEALTH IS FACTUALLY AND LEGALLY UNTENABLE

Plaintiffs continue to assert that Defendant is wealthy enough to travel. Yet their own shareholder and litigation partner has, since 2023, imposed a legal mechanism that makes such travel impossible. This contradiction is not just overlooked—it appears perhaps never to have been considered. Rather than a product of strategy, it reflects a combination of entitlement, procedural opportunism, and disregard for consequences.

Or—more ominously, and also quite plausibly—it is a strategic trap:

Plaintiffs seek a default judgment not because their claims could survive factual scrutiny, but precisely because they could not.

The result is the same: a judgment by default pursued through procedural manipulation, not legal merit.

IV. RESERVATION OF RIGHTS

Defendant respectfully reasserts the following:

- His absence from trial is not willful, but — aside ongoing medical incapacity — the direct result of obstacles imposed by Plaintiffs and their affiliates;
- No judgment entered under these circumstances can constitutionally stand;
- All procedural, constitutional, and appellate rights are expressly preserved.

WHEREFORE, Defendant respectfully requests that this Supplemental Notice be accepted as part of the record, and that no adverse ruling be based on his absence—an absence that is involuntary, nonstrategic, and materially caused by Plaintiffs' own coordinated conduct.

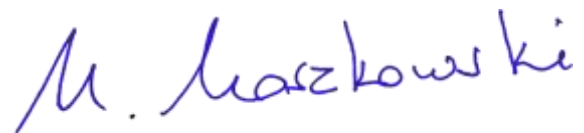
Respectfully submitted on this 20th day of June, 2025.

Marc Moszkowski, Pro Se

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Le Verdos

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CERTIFICATE OF SERVICE

I hereby certify that, on this 20th day of June, 2025, a copy of this Notice has been furnished to Braden K. Ball, Jr., attorney for the plaintiffs, through the Florida Courts E-Filing Portal.

