

**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 MOTION FOR PROTECTIVE
ORDER OR RELIEF FROM ENFORCEMENT OF MEDIATION PAYMENT
PENDING TRIAL PREPARATION**

COMES NOW Defendant, pro se, and gives notice that on this date, he
has filed the attached:

*Defendant's Motion for Protective Order or Relief from Enforcement of
Mediation Payment Pending Trial Preparation*

in the above-captioned matter.

Respectfully submitted this 25th day of April, 2025

Marc Moszkowski, Pro Se

Email: m.moszkowski@deepgulf.net

Le Verdos

83300 Châteaudouble, France



CERTIFICATE OF SERVICE

I hereby certify that, on this 25th day of April, 2025, a copy of this notice and attached document has been furnished to Braden K. Ball, Jr., attorney for the plaintiffs, through the Florida Courts E-Filing Portal.



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TOKE OIL AND GAS, S.A.

Plaintiffs,

vs.

MARC M. MOSZKOWSKI

Defendant.

Case No.: 2018 CA 000543

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**DEFENDANT'S MOTION FOR PROTECTIVE ORDER OR RELIEF FROM
ENFORCEMENT OF MEDIATION PAYMENT PENDING TRIAL
PREPARATION**

COMES NOW Defendant, pro se, and respectfully moves this Court for a Protective Order or, in the alternative, Relief from Enforcement of the Mediation Payment Requirement, as set forth in the Court's April 17th, 2025 Order, which has now been formally entered on the docket. In support, Defendant states as follows:

1. On April 17th, 2025, the Court issued an order directing the parties to appear for mediation on May 21st, 2025 via Zoom, and instructed each party to "immediately tender the deposit required by the mediator to secure the date";

2. That Order has now been formally entered on the docket, following Defendant's earlier objection and supporting filings, which were submitted in good faith prior to its appearance:
 - a. An Objection to the Order, outlining procedural and financial prejudice;
 - b. A Notice of Filing documenting the objection;
 - c. A letter to the mediator confirming willingness to participate but requesting fee accommodation based on documented hardship;
3. Defendant has filed over 30 documents in the past 14 days in good faith effort to clarify the record, prepare for trial, and secure legal representation. No substantive response has been received from the Court or Plaintiff;
4. Both parties have indicated, either implicitly or explicitly, that the ordered mediation is unlikely to result in settlement, rendering the proceeding largely gratuitous;
5. Defendant is suffering from severe financial hardship, as previously documented, and cannot pay the \$900 mediation deposit without sacrificing critical trial preparation efforts;

6. Requiring immediate payment under these circumstances imposes an undue burden and threatens to undermine Defendant's right to a fair defense;
7. Defendant further notes that mediation through the same law firm as currently was already conducted in this same case in July 2019, when it was before the U.S. Court, and was declared an impasse;
8. Plaintiff has formally acknowledged that he will not yield or compromise during mediation ¹;
9. Defendant likewise did not yield in 2019, and there is no procedural or factual change in the record that would support a different outcome today;
10. To date, no discovery has been ordered or initiated, and none of Defendant's older or recent filings have been addressed on the merit by the Court. Mediation without discovery or engagement is procedurally hollow;
11. Furthermore, Defendant previously prevailed in U.S. District Court in a nearly identical version of this case, having obtained summary

¹ However, if Plaintiffs now wish to reconsider their demands or settlement posture, they are free to contact Defendant directly or submit a revised proposal via the Court portal.

judgment on 8 of 9 counts, with the ninth being in effect moot and having anyhow already been awarded to Plaintiff by this Court;

- 12.** For these reasons, the prospect of a meaningful settlement at mediation is not only improbable, but illusory. Requiring immediate payment under such circumstances is excessive, punitive, and structurally coercive.

WHEREFORE, Defendant respectfully requests that the Court:

- A.** Issue a Protective Order excusing Defendant from immediate payment of the mediation deposit;
- B.** Alternatively, grant temporary relief from enforcement of the mediation order until pending motions and financial hardship are adjudicated;
- C.** Confirm that non-payment under these circumstances will not result in sanctions or waiver of trial rights;
- D.** Grant any further relief the Court deems just and proper.

Respectfully submitted this 25th day of April, 2025

Marc Moszkowski, Pro Se

Email: m.moszkowski@deepgulf.net

Le Verdos

83300 Châteaudouble, France



CERTIFICATE OF SERVICE

I hereby certify that, on this 25th day of April, 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.

