

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

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

Plaintiffs,

Case No.: 2018 CA 000543

vs.

Division: "E"

MARC M. MOSZKOWSKI

**DEFENDANT'S WRITTEN STATEMENT PRIOR TO THE CASE  
MANAGEMENT CONFERENCE**

Pursuant to the Court Order Setting Case Management Conference, Pro-Se Defendant Marc Moszkowski respectfully submits this written statement:

- 1. Undisputed issues:** 18 out of 59 issues are not subject to a comment by Defendant. See summary table below.
- 2. Disputed issues:** 41 out of 59 issues are disputed by Defendant. See summary table below. See also paragraph 6, Addendum to Disputed Issues.
- 3. Issues of law that the Judge should decide before this case can be resolved:** the very existence of fictitious Plaintiff Toke Oil and Gas S.A. must be addressed, taking into consideration Defendant's abundant argumentation in response to Plaintiff(s)', particularly when

considering that it is the very existence of said Plaintiff as a foreigner that caused this case to be remanded to this Court after it had been already judged in U.S. District Court in favor of Defendant for 8 out of 9 Counts.

**4. (a) Issues in dispute that cannot be resolved by mediation:**

Defendant remarks that past mediation concluded in an impasse, resulting not only from Plaintiff's unyielding position, but also from their continued refusal to address Defendant's discovery requests or to acknowledge any of the substantive defenses raised.

**(b) Information needed and schedule for obtaining necessary information before a mediation conference:** Defendant stresses that all his demands for incontrovertible evidence since 2017 must be finally addressed and satisfied by Plaintiff(s).

**5. A proposed discovery schedule:** If the experience in the U.S. District Court is to serve as a reference, the discovery period was set at 90 days. However, Defendant respectfully submits that this period proved insufficient to obtain the majority of the information requested from Plaintiff. Accordingly, the discovery schedule in the present case should be structured to ensure that Defendant is afforded a meaningful opportunity to obtain all relevant information.

Additionally, Defendant intends to serve interrogatories pursuant to Florida Rule of Civil Procedure 1.340, as prior efforts to obtain essential information from Plaintiff since 2018 have largely been unsuccessful, with many responses withheld under claims of “work product”.

**6. Addendum to Disputed Issues:** Plaintiff’s Case Management Statement, filed on March 31<sup>st</sup>, 2025, continues to list as disputed numerous matters that have long been addressed and refuted in Defendant’s prior filings. These include, without limitation:

- a. The repeated and unsupported claims of breach of a noncompetition agreement, civil theft, and conversion of assets, each of which has been thoroughly and consistently disproven through sworn pleadings and evidence.
- b. The allegation that Defendant made fraudulent misrepresentations relating to the Private Placement Memorandum, despite the fact that Plaintiff himself authored the document in question, and Defendant has repeatedly demonstrated, with supporting material, that any misrepresentation would be attributable to Plaintiff, not to Defendant, whom Plaintiff accuses of Plaintiff’s own deeds.

- c. The assertion that Plaintiffs are entitled to an accounting from Defendant, without acknowledging the detailed accountings Defendant has already submitted over the years, nor addressing the fact that Plaintiff has failed repeatedly to provide any reciprocal accounting to Defendant since 2019, when it did so under threat of subpoena, despite Defendant's nearly 50% ownership interest in the Plaintiff corporation.

These continued recitations of disproven claims, without meaningful engagement with the record, suggest either a refusal to review Defendant's submissions or a strategic choice to proceed as if they do not exist. Defendant respectfully submits that such conduct only prolongs litigation unnecessarily and fails to assist the Court in narrowing the actual issues for trial.

Otherwise, extensive details and argumentation regarding disputed and undisputed issues were developed in Defendant's Responses filed on January 21<sup>st</sup>, 2025:

- A.** Defendant's Response to Plaintiff's Statement of Undisputed Facts;
- B.** Defendant's Response to Affidavit of Rustin Howard in Support of Plaintiffs' Motion for Summary Judgment

## SUMMARY TABLE OF DISPUTED AND UNDISPUTED ISSUES

| #  | PLAINTIFFS' STATED POSITION   | DEFENDANT'S STATED POSITION  |   |
|----|---|--|---|
|    | <p>59 statements: 24 statements of undisputed facts and 35 sworn statements</p> <p><b><u>A. Plaintiff's statements of undisputed facts:</u></b></p>   | <p>No comment on<br/><b>18</b> out of <b>59</b><br/>statements</p> | <p>Disputes <b>41</b><br/>out of <b>59</b><br/>statements</p> |
| 1. | <p>1. In 2004, DeepGulf, Inc. was founded [Deposition of Marc M. Moszkowski dated July 17, 2019, Page 32, Line 15 -Page 35, Line 11]. Its initial sole shareholders were Rustin Howard and Marc Moszkowski [Deposition of Marc M. Moszkowski dated July 17, 2019, Page 34, Line 22 -Page 35, Line 2]. Marc Moszkowski has been a director and the executive officer for DeepGulf, Inc. [Affidavit of Rustin Howard, ¶ 4 and 5].</p> |  | <p>1. Disputed</p>  |
| 2. | <p>2. Marc Moszkowski entered into a Noncompetition, Nondisclosure, and Developments Agreements with DeepGulf on September 15,2005 [Affidavit of Rustin Howard, ¶ 6].</p>   | <p>1. No comment</p>   |   |
| 3. | <p>3. Marc Moszkowski entered into a Noncompetition, Nondisclosure, and Developments Agreements with DeepGulf on September 15,2005 [Affidavit of Rustin Howard, ¶ 6].</p>   | <p>2. No comment</p>   |   |
| 4. | <p>4. On or around August, 2008, DeepGulf, Inc. hired attorney, Jeffrey Goldman, to apply to obtain a permanent resident visa for Marc</p>  |  | <p>2. Disputed</p>  |

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|    | <p>M. Moszkowski. Despite DeepGulf's best efforts to obtain the permanent resident visa, the application was denied. [Affidavit of Rustin Howard, ¶ 35].</p>   |  |             |
| 5. | <p>5. On or about September 10, 2007, DeepGulf, Inc. , Inc. received an inquiry from a potential customer about DeepGulf, Inc. 's Patented Ultra-deepwater J-Flex Pipelay system and the possibility of using it to lay pipe between Sunrise gas field and East Timor. [Affidavit of Rustin Howard, ¶ 10].</p>   |  | 3. Disputed |
| 6. | <p>6. Rustin Howard on behalf of DeepGulf, Inc. passed this inquiry on to Marc M. Moszkowski. [Affidavit of Rustin Howard, ¶ 11].</p>  |  | 4. Disputed |
| 7. | <p>7. In addition, the potential customer had clicked the "contact us" button on the DeepGulf, Inc. website that sent an email to deepgulf@deep-gulf.com which was received by Marc M. Moszkowski. [Affidavit of Rustin Howard, ¶ 12].</p>   |  | 5. Disputed |
| 8. | <p>8. On or around October 15, 2007, Marc M. Moszkowski went to East Timor to investigate the opportunity, in his capacity as Director and Officer of DeepGulf, Inc. [Affidavit of Rustin Howard, ¶ 13].</p>   |  | 6. Disputed |
| 9. | <p>9. On February 2, 2008, at a DeepGulf, Inc. Board Meeting, Marc M. Moszkowski gave information regarding the potential for pipeline operation in East Timor following his recent time spent researching the project. He informed the Board, and adamantly still maintains, it would not be possible to do business in East Timor as a US corporation. Based upon these representations, the Board discussed solutions including the creation of a DeepGulf, Inc. subsidiary company in East</p> |  | 7. Disputed |

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|     | Timor. [Affidavit of Rustin Howard, ¶ 14].  |               |             |
| 10. | 10. In East Timor, Marc M. Moszkowski established Toke Oil and Gas, S.A. and made himself an owner rather than DeepGulf, Inc. [Affidavit of Rustin Howard, ¶ 15].   |               | 8. Disputed |
| 11. | 11. Based on documents provided and represented by Marc M. Moszkowski to be the Founding Documents of Toke Oil and Gas, S.A., the earliest of them dated December 8, 2007 the three Founders of Toke Oil and Gas, S.A. are VoGue Lda. Company, Hali Group S.A. Company, and Marc M. Moszkowski an individual. [Affidavit of Rustin Howard, ¶ 16]. | 3. No comment |             |
| 12. | 12. Based on documents provided and represented by Marc M. Moszkowski to be the Founding Documents of Toke Oil and Gas, S.A., Marc M. Moszkowski, an individual, received 30,000 shares or 33% of Toke Oil and Gas, S.A. [Affidavit of Rustin Howard, ¶ 17].  | 4. No comment |             |
| 13. | 13. Based on documents provided and represented by Marc M. Moszkowski to be the Founding Documents of Toke Oil and Gas, S.A., the initial meeting of Shareholders was dated January 2008 wherein Directors were appointed and Marc M. Moszkowski was appointed President-Director General. [Affidavit of Rustin Howard, ¶ 18].                    | 5. No comment |             |
| 14. | 14. Marc M. Moszkowski led the Board of DeepGulf, Inc. to believe that he established and was holding Toke Oil and Gas, S.A. in his name for the benefit of DeepGulf, Inc., and that it would have been reckless to hold that interest in DeepGulf,   |               | 9. Disputed |

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|     | Inc.'s name. [Affidavit of Rustin Howard, ¶ 19].   |               |              |
| 15. | 15. While Marc M. Moszkowski was in East Timor, Rustin Howard attempted to travel to East Timor; however, Marc M. Moszkowski told Rustin Howard that it was too dangerous for Rustin Howard to go to East Timor. No other DeepGulf, Inc. employee or Director ever traveled to East Timor. [Affidavit of Rustin Howard, ¶ 20].   |               | 10. Disputed |
| 16. | 16. Toke Oil and Gas, S.A. completed three contracts with total revenue of \$14.9 million US dollars. The last project was completed in May, 2012. During those projects, Toke Oil and Gas, S.A. distributed \$1.304 million purportedly as "Director Salaries". At the same time, Marc M. Moszkowski was also receiving his full-time DeepGulf, Inc. salary. While Marc M. Moszkowski was the President Director General, Toke Oil & Gas, S.A. paid the funds referred to in this Paragraph without the knowledge and approval of the DeepGulf, Inc. Board. [Affidavit of Rustin Howard, ¶ 21]. |               | 11. Disputed |
| 17. | 17. Marc Moszkowski was paid \$345,000 from Toke Oil and Gas, S.A. while he was making a salary from DeepGulf, Inc. [Affidavit of Rustin Howard, ¶ 24 and 22].<br><br><b>Note by Defendant: this statement seems to refer to ¶ 25, not ¶ 24 and/or 22.</b>   |               | 12. Disputed |
| 18. | 18. Marc M. Moszkowski negotiated DeepGulf, Inc.'s purchase of 30,000 shares or 33% of Toke Oil and Gas from Vincente Ximenes on or about August 12, 2010. [Affidavit of Rustin Howard, ¶ 28].   | 6. No comment |              |



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| 19. | 19. Marc M. Moszkowski negotiated DeepGulf, Inc.'s purchase of an additional 30,000 shares or 33% of Toke Oil and Gas, S.A. from Vincente Ximenes on or about May 25, 2012. [Affidavit of Rustin Howard, ¶ 29].  | 7. No comment |              |
| 20. | 20. DeepGulf, Inc. purchased an additional 30,000 shares or 33% of Toke Oil and Gas, S.A. from Marc M. Moszkowski on or about May 25, 2012, making DeepGulf, Inc. the sole owner of Toke Oil and Gas, S.A. [Affidavit of Rustin Howard, ¶ 30].   | 8. No comment |              |
| 21. | 21. Since the inception of DeepGulf, Inc., there have been multiple patents applied for by Marc M. Moszkowski on behalf of the entity, some of which Marc M. Moszkowski has questioned whether the patents were owned by himself or by DeepGulf, Inc. [Deposition of Marc M. Moszkowski dated July 17, 2019, Page 52, Line 19 -Page 57, Line 19] Defendant has conceded that the patents described in Paragraph 16(b) through 16(e) of Plaintiffs' Complaint [Doc. 1 at Pages 25-26] are owned by DeepGulf, Inc. [Deposition of Marc M. Moszkowski dated July 17, 2019, Page 57, Lines 1 -19]. | 9. No comment |              |
| 22. | 22. Defendant testified that the patent described in Paragraph 16(a) of the Plaintiffs' Complaint "is questionable" as to whether or not it is owned by DeepGulf, Inc. and his sole reasoning is that he had not been paid a salary during the time when the patent was filed. [Deposition of Marc M. Moszkowski dated July 17, 2019, Page 53, Line 7 -Page 56, Line 25].  |               | 13. Disputed |
| 23. | 23. Additionally, Defendant testified in his Deposition regarding further inventions that he had not disclosed to DeepGulf, Inc. until the present. [Deposition of Marc M. Moszkowski dated July 17, 2019, Page  |               | 14. Disputed |

108, Line 1 -Page 111, Line 3].

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| 24. | <p>24. DeepGulf, Inc. is the owner of the websites referred to as www.deepgulf.net and www.deepgulf.com. When the websites were created, Marc M. Moszkowski already had an ISP provider and wanted to use the same provider for the DeepGulf, Inc. website to which Rustin Howard agreed. Marc M. Moszkowski and Rustin Howard worked together to create and organize the DeepGulf, Inc. website and content. We also selected the domain names for the websites together. I wrote the press releases, the "Case Story" and edited parts of the "Going Deep" page. Marc M. Moszkowski wrote the pipe-predictor pages and provided all the technical data on all our websites. He created the graphics and provided images. [Affidavit of Rustin Howard, ¶ 31] .</p> <p><b><u>B. Mr. Howard's sworn statements:</u></b></p> <p>1. I am Rustin Howard. I am over the age of eighteen (18) and otherwise competent to make this Affidavit and have personal knowledge of the matters and things set forth herein.</p> <p>2. I am the Chairman of Deepgulf, Inc., who is a Plaintiff in the above-referenced action.</p> <p>3. I am the Chairman of Toke Oil &amp; Gas, S.A., who is a Plaintiff in the above-referenced action.</p> <p>4. Marc M. Moszkowski held all the rights, powers and authorities of DeepGulf Inc.'s Executive Officer by virtue of the</p> |                | 15. Disputed |
| 25. |   | 10. No comment |              |
| 26. |   | 11. No comment |              |
| 27. |   |                | 16. Disputed |
| 28. |   |                | 17. Disputed |

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|     | <p>CONSENT OF DIRECTORS AND SHAREHOLDERS IN LIEU OF FIRST MEETING OF DIRECTORS AND SHAREHOLDERS OF DEEPGULF, INC. on December 1, 2004 till those rights, powers and authorities were removed from him during the Board of Directors Meeting held on December 26, 2017.</p>             |                |              |
| 29. | <p>5. Since the formation of DeepGulf, Inc. to the present date, Marc M. Moszkowski has been a director of Deep Gulf, Inc.</p>   |                | 18. Disputed |
| 30. | <p>6. On September 15, 2005, Marc M. Moszkowski and DeepGulf, Inc. entered into a NONCOMPETITION, NONDISCLOSURE, AND DEVELOPMENTS AGREEMENT a true and correct copy of which is attached hereto as Exhibit "A."</p>  | 12. No comment |              |
| 31. | <p>7. In various board conversation in the presence of me and Bill Lott, Marc M. Moszkowski repeatedly expressed his intent to leave the company and establish a new company that would then compete with DeepGulf, Inc. to complete its projects using DeepGulf, Inc. technology.</p> |                | 19. Disputed |
| 32. | <p>8. In various board conversation in the presence of me and Bill Lott, Marc M. Moszkowski repeatedly expressed his intent to leave the company, and work for a competitor company to bring the projects to fruition not for the benefit of DeepGulf, Inc.</p>                        |                | 20. Disputed |
| 33. | <p>9. In various board conversation in presence of me and Bill Lott, Marc M. Moszkowski repeatedly expressed his intent to leave the company, establish a new company that</p>   |                | 21. Disputed |

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|     | would then compete with DeepGulf, Inc. but would reward some DeepGulf, Inc. shareholders and exclude other DeepGulf, Inc. shareholders.   |              |
| 34. | 10. On or about September 10, 2007, DeepGulf, Inc., Inc. received an inquiry from a potential customer about DeepGulf, Inc.' s Patented Ultra-deepwater J-Flex Pipelay system and the possibility of using it to lay pipe between Sunrise gas field and East Timor.   | 22. Disputed |
| 35. | 11. I on behalf of DeepGulf, Inc. passed this inquiry on to Marc M. Moszkowski.   | 23. Disputed |
| 36. | 12. In addition, the potential customer had clicked the "contact us" button on the DeepGulf, Inc. website that sent an email to deepgulf@deep-gulf.com which was received by Marc M. Moszkowski.  | 24. Disputed |
| 37. | 13. On or around October 15, 2007, Marc M. Moszkowski went to East Timor to investigate the opportunity, in his capacity as Director and Officer of DeepGulf, Inc.  | 25. Disputed |
| 38. | 14. On February 2, 2008, at a DeepGulf, Inc. Board Meeting, Marc M. Moszkowski gave information regarding the potential for pipeline operation in East Timor following his recent time spent researching the project. He informed the Board, and adamantly still maintains, it would not be possible to do business in East Timor as a US corporation. Based upon these representations, the Board discussed solutions including the creation of a DeepGulf, Inc. subsidiary company in East Timor. | 26. Disputed |

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| 39. | 15. In East Timor, Marc M. Moszkowski established Toke Oil and Gas, S.A. and made himself an owner rather than DeepGulf, Inc.   |                | 27. Disputed |
| 40. | 16. Based on documents provided and represented by Marc M. Moszkowski to be the Founding Documents of Toke Oil and Gas, S.A., the earliest of them dated December 8, 2007 the three Founders of Toke Oil and Gas, S.A. are VoGue Lda. Company, Hali Group S.A. Company, and Marc M. Moszkowski an individual. | 13. No comment |              |
| 41. | 17. Based on documents provided and represented by Marc M. Moszkowski to be the Founding Documents of Toke Oil and Gas, S.A., Marc M. Moszkowski, an individual, received 30,000 shares or 33% of Toke Oil and Gas S.A.   | 14. No comment |              |
| 42. | 18. Based on documents provided and represented by Marc M. Moszkowski to be the Founding Documents of Toke Oil and Gas, S.A., the initial meeting of Shareholders was dated January 2008 wherein Directors were appointed and Marc M. Moszkowski was appointed President-Director General.                    | 15. No comment |              |
| 43. | 19. Marc M. Moszkowski led the Board of DeepGulf, Inc. to believe that he established and was holding Toke Oil and Gas, S.A. in his name for the benefit of DeepGulf, Inc., and that it would have been reckless to hold that interest in DeepGulf, Inc.'s name.  |                | 28. Disputed |
| 44. | 20. While Marc M. Moszkowski was in East Timor, I attempted to travel to East Timor;  |                | 29. Disputed |

|     |   |              |
|-----|---|--------------|
|     | <p>however, Marc M. Moszkowski told me that it was too dangerous for me to go to East Timor. No other DeepGulf, Inc. employee or Director ever traveled to East Timor.</p>  |              |
| 45. | <p>21. Toke Oil and Gas, S.A. completed three contracts with total revenue of \$14.9 million US dollars. The last project was completed in May, 2012. During those projects, Toke Oil and Gas, S.A. distributed \$1.304 million purportedly as "Director Salaries". At the same time, Marc M. Moszkowski was also receiving his full time DeepGulf, Inc. salary. While Marc M. Moszkowski was the President Director General, Toke Oil &amp; Gas, S.A. paid the funds referred to in this Paragraph without the knowledge and approval of the DeepGulf, Inc. Board.</p> | 30. Disputed |
| 46. | <p>22. DeepGulf, Inc. paid Marc M. Moszkowski \$132,000.00 in W-2 wages in 2008, \$132,000.00 in 2009, \$132,000.00 in 2010, \$132,000.00 in 2011 and \$110,000.00 in 2012.</p>   | 31. Disputed |
| 47. | <p>23. DeepGulf, Inc. paid me \$19,425.00 in W-2 wages in 2008, \$77,881.00 in W-2 wages in 2009, 2010, 2011 and \$64,902.00 in 2012.</p>   | 32. Disputed |
| 48. | <p>24. On January 5, 2016, I was at a Board of Directors meeting where Marc M. Moszkowski agreed that he would not claim pre-revenue expenses if the company would give him backpay for unaccrued salary after the company secures revenue or investor capital. Furthermore, on or about September 28, 2012, I had a conversation with Marc M. Moszkowski regarding payroll accruing, but not paying it until DeepGulf, Inc. had funds. The conversation was memorialized in an Executive Order on salaries, attached hereto as Exhibit "B".</p>                        | 33. Disputed |

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| 49. | 25. Toke Oil & Gas, S.A. paid \$345,000.00 to Marc M. Moszkowski. DeepGulf, Inc. had no knowledge of these payments until late 2017.  |                | 34. Disputed |
| 50. | 26. The opportunity to do business in East Timor described in Paragraph 11 was and has always been an opportunity for DeepGulf, Inc.  |                | 35. Disputed |
| 51. | 27. There would have been no opportunities in East Timor for Marc M. Moszkowski, but for the technologies that were owned by DeepGulf, Inc., as DeepGulf, Inc. owned the patents which would make any future projects possible. |                | 36. Disputed |
| 52. | 28. Marc M. Moszkowski negotiated DeepGulf, Inc.'s purchase of 30,000 shares or 33% of Toke Oil and Gas from Vincente Ximenes on or about August 12, 2010.  | 16. No comment |              |
| 53. | 29. Marc M. Moszkowski negotiated DeepGulf, Inc.'s purchase of an additional 30,000 shares or 33% of Toke Oil and Gas, S.A. from Vincente Ximenes on or about May 25, 2012.   | 17. No comment |              |
| 54. | 30. DeepGulf, Inc. purchased an additional 30,000 shares or 33% of Toke Oil and Gas, S.A. from Marc M. Moszkowski on or about May 25, 2012, making DeepGulf, Inc. the sole owner of Toke Oil and Gas, S.A.                      | 18. No comment |              |
| 55. | 31. DeepGulf, Inc. is the owner of the web sites referred to as www.deepgulf.net and www.deep.gulf.com. When the websites were created, Marc M. Moszkowski already had an ISP provider and wanted to use the                    |                | 37. Disputed |

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|     | <p>same provider for the DeepGulf, Inc. website to which I agreed. Marc M. Moszkowski and I worked together to create and organize the DeepGulf, Inc. website and content. We also selected the domain names for the web sites together. I wrote the press releases, the "Case Story" and edited parts of the "Going Deep" page. Marc M. Moszkowski wrote the pipe-predictor pages and provided all the technical data on all our websites. He created the graphics and provided images.</p> |  |              |
| 56. | <p>32. I recently contacted www.hostgators.com and their in-house attorneys told me that a court order showing DeepGulf, Inc. as the owner of the account would be the only acceptable documentation to forcefully change the ownership of the account.</p>  |  | 38. Disputed |
| 57. | <p>33. When Marc M. Moszkowski left for France he took a computer purchased by DeepGulf, Inc., which contained all of the intellectual property and electronic data owned by DeepGulf, Inc. He has not allowed the Board of Directors or me access to such intellectual property and electronic data, in spite of our request that he turn the same over to us.</p>  |  | 39. Disputed |
| 58. | <p>34. DeepGulf, Inc. has not generated any revenue or investor capital since 2012, which would be available to pay W-2 wages.</p>   |  | 40. Disputed |
| 59. | <p>35. On or around August, 2008, DeepGulf, Inc. hired attorney, Jeffrey Goldman, to apply to obtain a permanent resident visa for Marc M. Moszkowski. Despite our best efforts to obtain the permanent resident visa, the application was denied.</p>   |  | 41. Disputed |



Respectfully submitted this 1<sup>st</sup> day of April 2025.

Marc Moszkowski, Pro Se  
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Le Verdos  
83300 Châteaudouble, France



### **CERTIFICATE OF SERVICE**

I hereby certify that, on this 1<sup>st</sup> day of April 2025, a copy of this Statement has been furnished to Braden K. Ball, Jr., attorney for the plaintiffs, through the Florida Courts E-Filing Portal.

