

**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 CLARIFICATION AND OBJECTION REGARDING
MISCHARACTERIZATION OF MEDIATION**

COMES NOW Defendant, Marc Moszkowski, and respectfully submits this Notice to clarify and correct the procedural record concerning the letter filed by Plaintiffs on May 27, 2025, relating to the scheduled mediation of May 21, 2025.

I. Clarification of the Mediator's Letter

Plaintiff's Notice attaching a letter from the mediator dated May 21, 2025, is materially incomplete and potentially misleading. The letter states only that Defendant did not pay the required deposit. It does not indicate whether mediation was attempted, or whether Plaintiffs appeared. No

further context is provided. Moreover, although the letter was dated and presumably received on May 21, 2025, it was not disclosed to Defendant until six full days later, when Plaintiffs filed it on May 27, 2025.

II. Defendant's Prior Correspondence with Mediator

This omission ignores my letter to the mediator dated April 24, 2025, in which I explained my financial inability to pay the required deposit and respectfully requested relief [See Exhibit BH]. The mediator's office acknowledged receipt of that letter, but it was never substantively addressed.

If mediation did not occur, Plaintiff's filing nonetheless presents a false procedural narrative by implying that Defendant's nonpayment alone was the cause, while omitting the fact that Defendant had raised a timely, acknowledged, and unanswered objection based on financial hardship. If mediation did occur, it proceeded despite an unresolved objection and without meaningful participation by Defendant. In either case, the filing distorts the procedural record and omits facts essential to the fairness and integrity of these proceedings.

Exhibit BH: Letter from Defendant to Mediator dated April 24, 2025

Respectfully submitted on this 27th day of May, 2025.

Marc Moszkowski, Pro Se
Email: m.moszkowski@deepgulf.net
Le Verdos
83300 Châteaudouble, France



CERTIFICATE OF SERVICE

I hereby certify that, on this 27th day of May, 2025, a copy of this Declaration has been furnished to Braden K. Ball, Jr., attorney for the plaintiffs, through the Florida Courts E-Filing Portal.





Marc Moszkowski, Pro Se
Le Verdos
83300 Châteaudouble, France
Email: m.moszkowski@deepgulf.net

This 24th day of April, 2025

H. Wesley Reeder,
Emmanuel Sheppard & Condon,
Pensacola, FL

**RE: Scheduled May 21 Mediation – *DeepGulf, Inc. v. Moszkowski*,
Case No. 2018 CA 000543**

Dear Mr. Reeder,

I write to you respectfully and in good faith regarding the above-referenced matter, in which I am the pro se Defendant.

The Court has ordered a mediation session to be held via Zoom on May 21, 2025. I do not object to the mediation date or format. However, I am unable to submit the required \$900 deposit at this time due to long-standing financial hardship, a fact already extensively documented in the court record.

I respectfully wish to:

1. Confirm my willingness to participate in good faith in the scheduled mediation session;
2. Request that payment of the deposit be waived in light of my current financial inability to meet the required amount;
3. Notify you that I have filed a contemporaneous objection with the Court on this matter (see copy attached).

As you are no doubt aware, all parties — including the Plaintiff — have indicated from past experience that this mediation is unlikely to result in settlement, rendering the proceeding largely symbolic and financially burdensome for me. I nonetheless remain open to dialogue.

Please let me know whether an accommodation may be made, or whether alternative arrangements might be considered.

Thank you for your understanding and professionalism.

Sincerely,

Marc M. Moszkowski
Defendant, Pro Se



Please find attached a copy of the notice I filed with the Court regarding the financial burden imposed by the mediation fee.

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Plaintiffs,

vs.

MARC M. MOSZKOWSKI

Defendant.

Case No.: 2018 CA 000543

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**DEFENDANT'S OBJECTION TO ORDER IMPOSING MEDIATION FEE
AND NOTICE OF PROCEDURAL AND FINANCIAL PREJUDICE**

COMES NOW Defendant, pro se, and respectfully objects to the Court's April 17, 2025 order requiring "immediate" payment of a \$900 mediation fee, and submits this Notice to preserve the record and to request relief from the unreasonable and prejudicial financial burden thereby imposed.

1. Defendant has filed 32 documents within the past 14 days, none of which have received acknowledgment, response, or substantive engagement from either the Court or the Plaintiff, with the exception of one order.
2. The April 17, 2025 Order, which has still not appeared on the docket, mandates mediation to occur via Zoom on May 21, 2025, and

requires each party to "immediately tender the deposit required by the mediator to secure the date."

3. Defendant does not object to the date or to the Zoom format of mediation. However, Defendant respectfully notes that both parties, including Plaintiff, have made clear in prior filings that mediation is likely to be futile and gratuitous, and will not result in settlement.
4. The Court's directive to immediately pay \$900 imposes a punitive financial strain on the Defendant, who is already suffering severe economic hardship, and who has filed multiple good-faith motions and notices in pursuit of trial preparation and potential representation.
5. This order, issued without ruling on Defendant's pending motions or addressing the substantial record presented, undermines Defendant's capacity to either attend trial or secure legal counsel, and in effect functions as a coercive toll, akin to a form of process-based extortion, for the privilege of defending oneself.
6. Defendant respectfully requests the Court to:
 - Reconsider or clarify the requirement for immediate payment,
 - Confirm whether non-payment will result in sanctions or adverse consequences,

- And grant relief from this financial burden pending determination of the multiple unresolved issues before the Court.

7. Defendant reserves the right to submit a contemporaneous letter to the assigned mediator explaining the financial constraint and requesting accommodation or fee deferment.

Respectfully submitted this 24th 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 24th day of April, 2025, a copy of this objection has been furnished to Braden K. Ball, Jr., attorney for the plaintiffs, through the Florida Courts E-Filing Portal.

