

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 OBJECTIONS TO PLAINTIFF'S PROPOSED WRITTEN
FINDINGS OF FACT AND CONCLUSIONS OF LAW**

I. Objections to Section 1 – Corporate and Party Background

1. Objection to Bullet 1:

“Plaintiff, DeepGulf, Inc., is a Florida corporation engaged in energy transportation, including hydrocarbon handling...”

Objection:

This statement is materially misleading. As a nearly 50% shareholder and director of DeepGulf, Inc., Defendant **demands formal disclosure** of any such current operations, which do not exist to Defendant's knowledge. Plaintiff has provided no evidence of ongoing operations in “energy

transportation” or “hydrocarbon handling.” The company has had **no revenue-producing operations since 2012**, a fact confirmed by Chairman Rustin Howard himself in sworn filings. This claim appears designed to lend the illusion of active commercial standing and must be stricken unless substantiated with current corporate activity and documentation.

2. Objection to Bullet 2:

“Toke Oil and Gas, S.A. is a wholly owned subsidiary of DeepGulf, domiciled in Timor Leste.”

Objection:

This statement is demonstrably false and materially misleading. As extensively documented by Defendant in prior filings over the past seven years, **Toke Oil & Gas S.A. has not had any legal existence as a Timorese corporate entity since 2012**. It was never a “wholly owned subsidiary” of DeepGulf, and Plaintiff has produced no official documentation—no registration certificate, share ledger, or governmental record—to substantiate this claim.

In fact, Plaintiff has failed entirely to provide:

- Any proof of valid corporate registration for Toke in Timor Leste;

- Any evidence of a physical business address, staff, or operations within the country;
- Any record of governmental authorization or legal compliance required for foreign corporate ownership under Timorese law.

While Plaintiff alleges that DeepGulf “acquired” Toke Oil & Gas S.A. for \$100,000—a sum supposedly paid for what was, by then, an entirely empty shell—the legitimacy of that transaction is highly questionable. As Defendant has shown repeatedly, **this purported acquisition failed to satisfy even the most basic legal requirements under East Timorese law.** Specifically:

- It was never properly registered or recognized by Timorese authorities after the alleged transfer of 100% foreign ownership;
- It lacked the minimum paid-up capital required for foreign-owned firms;
- It had no salaried representatives residing in Timor Leste, as mandated by law;
- It never filed tax returns or paid the fixed annual business taxes required of all legal entities.

As a result, Toke ceased to exist as a legally valid Timorese entity at the very moment DeepGulf purported to acquire it. No lawful transfer of ownership was ever recorded or substantiated. Plaintiff's assertion that Toke is a "wholly owned subsidiary domiciled in Timor Leste" is therefore not merely unsupported—it is irreconcilable with the factual and legal record.

Worse still, this fictitious foreign status was the very basis upon which Plaintiff sought and obtained remand from federal jurisdiction— **artificially defeating diversity and thereby exposing Defendant to double jeopardy across two judicial systems.** This procedural manipulation, built entirely upon a non-existent foreign domicile, has inflicted extraordinary hardship and unjust duplicative litigation upon both the Defendant and this Court.

Objection to Bullet 3:

"Defendant Moszkowski is a former director of DeepGulf, Inc."

Objection:

This statement directly contradicts Plaintiff's **own sworn declarations and representations filed in 2024 and 2025**, in which Plaintiff repeatedly

asserted that Defendant **remains a director** of DeepGulf, Inc. Plaintiff cannot be permitted to reverse position mid-trial in order to manufacture a new theory of fiduciary breach or conceal the lack of corporate authorization for this lawsuit.

The contradiction is not merely factual—it is **foundational**, as it exposes the procedural illegitimacy of Plaintiff’s claims and the retaliatory nature of this litigation.

II. Objections to Sections 2–5 of Plaintiff’s Proposed Findings

3. Noncompetition Agreement

“Defendant Moszkowski breached his Noncompetition Agreement with DeepGulf, Inc.”

Objection:

This allegation is demonstrably false and unsupported by the factual record. Defendant did not, at any point, compete with DeepGulf, Inc. On the contrary, he acted in its best interest at all times, including:

- Personally advancing over \$100,000 to sustain the company during its formative years;

- Pursuing and securing the only commercial activity ever realized by DeepGulf;
- Remitting to DeepGulf substantially more than its contractual share of project revenues from East Timor.

Plaintiff's theory of "competition" rests on the untenable claim that Toke Oil & Gas S.A. was a competitor to DeepGulf. This is both legally and logically absurd. Toke was not a rival but DeepGulf's only operational partner and client. The projects conducted under Toke's name were structured specifically to benefit DeepGulf, which had no legal standing, operational capacity, or governmental authorization in Timor-Leste.

Moreover, Plaintiff Howard was fully aware, from the outset, of Defendant's role as President Director General of Toke. He not only raised no objection to this role—he explicitly relied on Defendant's involvement in Toke to generate revenue for DeepGulf. It was understood by both parties that this arrangement served DeepGulf's best interests. The assertion that such conduct breached a noncompetition agreement is contradicted by both the factual context and the mutual conduct of the parties.

This claim is not only unsubstantiated—it is disingenuous and should be summarily rejected.

4. Toke Oil and Gas Formation and Alleged Misappropriation

“Defendant established Toke for his own benefit and diverted funds from DeepGulf.”

Objection:

This is a **fabrication**. Toke Oil and Gas, S.A. was founded by two East Timorese nationals, **not by Defendant**, and **not by DeepGulf**. These co-founders personally invited Defendant to take a 1/3 ownership share in recognition of his technical and managerial expertise, not as a representative of DeepGulf.

Moreover:

- DeepGulf did **not create, fund**, or participate in the formation of Toke;
- Defendant caused DeepGulf to receive **more than its proportionate share** of proceeds: 50.3% of \$2,622,933.67, or **\$1,457,614.45**, far exceeding its 33.33% share (\$874,311.22);
- The \$345,000 Defendant received came **from the other directors’ already reduced share**—a personal contribution made to assist Defendant in paying French tax liabilities accrued due to unpaid salary by DeepGulf. These funds **were not DeepGulf’s**, and the assertion otherwise is fraudulent.

This count is based on an **inverted narrative**, which Plaintiff has never substantiated with evidence, nor reconciled with their own prior statements and accounting.

5. Alleged Intent to Compete and Noncompetition Breach

“Moszkowski expressed intent to compete and breached the Noncompetition Agreement in 2008.”

Objection:

This allegation is **factually false and logically incoherent**. Defendant never expressed any intent to compete with DeepGulf. Toke was formed by others and was never a competitor of DeepGulf, which had no business activity or capital at the time.

Furthermore:

- If Plaintiff believed there was a breach of the Noncompetition Agreement in 2008, they waited **ten years** to raise the issue (filing in 2018);
- Plaintiff elsewhere states that DeepGulf “acquired” Toke in **2012**, including Defendant’s and the Timorese directors’ shares, which directly contradicts any theory of competition or misappropriation;

- Plaintiff cannot claim both **ownership** of Toke and **misappropriation** of it. These theories are **mutually exclusive**, and their simultaneous assertion demonstrates bad faith and a disregard for judicial coherence.

6. Website and Data Access

“Defendant retained exclusive control over DeepGulf’s domain name and data.”

Objection:

This allegation grossly exaggerates a routine administrative function into a fabricated grievance. Defendant acted as DeepGulf’s sole technical administrator for more than a decade, during which he maintained the company’s domain registration, email infrastructure, and FTP access—at his own expense and without compensation. He continued to maintain these digital assets even after DeepGulf became inactive, out of professional diligence rather than obligation.

In truth:

- All corporate data and correspondence were accessible to Plaintiff throughout the relevant period, including via shared FTP servers;

- In 2019 alone, Defendant voluntarily turned over more than **45,000 emails** to Plaintiff;
- Plaintiff was never denied access to operational data, nor has any specific instance of obstruction been substantiated;
- The domain name in question has not been monetized or commercially exploited by Defendant;
- If Plaintiff wishes to operate under the DeepGulf name, it is free to register one of hundreds of available variants (e.g., deepgulf.com, deepgulf.org, deepgulf.biz, deepgulf.energy).

The assertion that this situation has "hamstrung" DeepGulf's business prospects is not only unsupported by any factual showing, but also inherently implausible. DeepGulf has not conducted any business or generated revenue in over a decade. The alleged harm is entirely speculative and, in context, borders on the absurd.

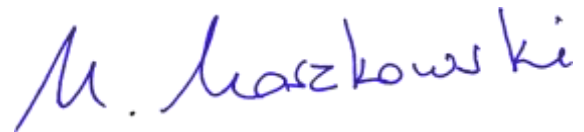
Conclusion:

For all the foregoing reasons, Defendant respectfully objects to Plaintiff's Proposed Findings of Fact and Conclusions of Law in their entirety, on the grounds that they are factually unsupported, internally inconsistent, and legally deficient. Defendant respectfully requests that the Court reject

Plaintiff's proposed findings and instead adopt Defendant's forthcoming submission, which more faithfully reflects the evidentiary record, the procedural history, and the applicable law.

Respectfully submitted on this 8th day of June, 2025.

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



CERTIFICATE OF SERVICE

I hereby certify that, on this 8th day of June, 2025, a copy of these Objections has been furnished to Braden K. Ball, Jr., attorney for the plaintiffs, via the Florida Courts E-Filing Portal, as required by Florida Rule of Judicial Administration 2.516.

