

**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 JUDICIAL NOTICE OF UNDISPUTED DATE  
TRIGGERING LIMITATIONS BAR**

COMES NOW Defendant, Marc Moszkowski, pro se, and respectfully submits this Judicial Notice to memorialize and clarify the undisputed date which, as a matter of law, triggered the applicable Statute of Limitations in this action.

**I. UNDISPUTED DATE TRIGGERING LIMITATIONS BAR**

1. On March 6, 2014, Defendant sent an email to Plaintiff Rustin Howard and his assistant, Ms. Jen Cabbage, attaching a summary spreadsheet, along with detailed bank records.
2. The spreadsheet and attachments clearly outlined payments totaling \$345,000, with labeled line items including "Payment of Services,"

"Director Fee," and standard U.S. dollar amounts (\$100,000, \$75,000, \$60,000, \$50,000, etc.).

3. On March 10, 2014, Ms. Cabbage replied by email: *"Thank you so much! This will be very helpful."*
4. After receiving this message, Plaintiff Howard neither objected to the contents nor sought clarification—then or in the ensuing four years.
5. On April 3, 2018, Plaintiffs filed the present lawsuit—more than four years after the above-referenced notice.
6. Moreover, on or before January 26, 2011, Plaintiff's Rustin Howard had received from Defendant internal financial accounts from Toke Oil and Gas S.A. that clearly itemized "DIRECTORS SALARIES" among standard operating expenses. These accounts covered fiscal years 2008 to 2010, while the accounts for 2011 were transmitted by Defendant on or before May 25, 2012. The 2010 and 2011 accounts were subsequently used by Mr. Howard as the basis for preparing a Private Placement Memorandum (PPM) in 2012. In that document—distributed to investors—Mr. Howard explicitly consolidated the financials of Toke Oil and Gas S.A. with those of DeepGulf, Inc., despite the fact that, according to Plaintiffs' own Complaint, DeepGulf did not own Toke during those years.

The use of such “consolidated” figures in the PPM was not only misleading to investors but also confirms Mr. Howard’s actual knowledge of the director salaries (including those now contested) at least seven years and two months prior to the filing of this lawsuit. Such knowledge categorically precludes any claim of delayed discovery, tolling, or concealment regarding those payments.

## **II. LEGAL CONSEQUENCES**

7. Plaintiffs’ most recent claim (see ¶¶8 of their Response to Defendant’s Motion for Summary Judgment) alleges that Mr. Howard “did not understand” the contents of the March 6, 2014 email because it was “in what appears to be the French language.”
8. However, this contradicts the response from Ms. Cabbage and the visibly self-explanatory content—especially given Mr. Howard’s role as Chairman and acting CFO, and his education as a Master of Business Administration from an Ivy League university.
9. If Mr. Howard read the message and failed to inquire about any of the payment items totaling \$345,000, his credibility is impugned.
10. If he did not read it, despite being the primary recipient and the financial officer of record, his credibility and diligence are no less

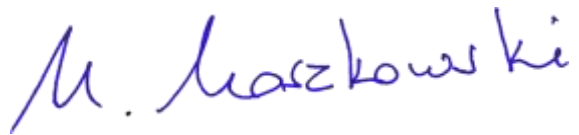
impugned.

### **III. CONCLUSION**

11. Either way, the March 6, 2014 email and the 2011 financial data received during PPM preparation constitute direct, documented evidence of pre-litigation awareness.
12. The filing of the lawsuit on April 3, 2018 is therefore time-barred under the applicable four-year statute.

Respectfully submitted on this 11<sup>th</sup> 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 11<sup>th</sup> 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.

