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 RESPONSE TO PLAINTIFFS' TRIAL MEMORANDUM

COMES NOW the Defendant, Marc Moszkowski, appearing pro se, and respectfully submits this Response to Plaintiffs' Trial Memorandum, and states as follows:

I. Intellectual Property and Web Assets

Plaintiff's vague invocation of "Intellectual Property" is a paradigmatic example of overreach cloaked in abstraction. What, precisely, do Plaintiffs allege to be their intellectual property? Is it Defendant's polyglot proficiency now redefined as a corporate asset? Is it his independently acquired skills in mathematics, physics, or computing? Is it the patents that Defendant authored at his own initiative and expense, which Plaintiffs later allowed to lapse through inaction and neglect? By any reasonable definition, none of

these qualify as DeepGulf’s intellectual property, and to suggest otherwise is not merely imprecise—it is farcical.

Plaintiffs’ assertion that there exists a “clear legal right” to unspecified “web assets” suffers from the same defects. Plaintiffs fail to define the assets in question, fail to prove ownership, and fail to demonstrate any actual use or intended use of these domains. The domain name "deepgulf.com" is demonstrably not owned by Defendant and has not been. Its current ownership lies with a third party. If Plaintiffs seek to acquire that domain, they are free to negotiate with its current owner on the open market, as would any rational business.

As to their claim of “irreparable harm,” it is unsupported, unexplained, and implausible. Plaintiffs present no evidence of active projects thwarted by the absence of said domains, no customer confusion, and no measurable commercial impact. Their filings contain not a single invoice, contract, or business proposal disrupted by the lack of these alleged “assets.” If anything, the injury appears to be reputational only insofar as Plaintiffs seek to retaliate against Defendant by asserting symbolic rather than substantive harm. Repetition of an unproven claim does not transmute it into truth.

II. Conversion

Plaintiffs themselves quote the standard for conversion under Florida law: "Conversion occurs when a party exercises wrongful dominion over property belonging to another." Yet they conspicuously fail to identify a single instance in which Defendant exercised "wrongful dominion" over property belonging to DeepGulf.

On the contrary, the funds at issue were paid to the rightful Timorese founders and owners of Toke Oil and Gas, S.A., who held a two-thirds (2/3) majority ownership of the company and the business opportunity. DeepGulf, at most, had a legitimate claim to one-third (1/3) of the proceeds—through Defendant's own voluntary and generous allocation. In practice, Defendant ensured that DeepGulf received **more than its proportional share**, while the local majority owners received less than theirs.

Indeed, Plaintiffs' claim is not that their rightful property was withheld, but that other parties received the portion to which *they* were entitled. That is not conversion; it is the polar opposite. To allege that the money paid to the two Timorese directors—founders and rightful owners of 66.67% of Toke—somehow "belonged" to DeepGulf is an absurdity that defies basic principles of equity, contract, and common sense.

This claim, like many others, rests on an unspoken and unwarranted presumption: that DeepGulf owned 100% of a foreign corporation that it neither founded, capitalized, nor was invited into—despite the documented and repeated objections of its actual founders. Plaintiffs' theory of conversion is built on this fantasy, not on law or fact.

III. Civil Theft

Plaintiffs' claim of civil theft is a logical inversion so bizarre it borders on surrealism: Defendant is accused of "stealing" from DeepGulf the share of proceeds that was, in fact, rightfully due to the *other* directors and *majority owners* of Toke Oil and Gas, S.A.—the very individuals who created and owned the business opportunity in question.

Under this theory, DeepGulf not only owned the third it was granted through Defendant's ownership—but the entirety of all proceeds, regardless of Toke's two-thirds ownership by third parties. Plaintiffs essentially claim that the local founders, who received *less than* their lawful share, were overpaid, and that Defendant committed theft by not diverting even more of their money to DeepGulf. This is not just illogical—it is delusional.

Moreover, Plaintiffs perpetuate the myth that the opportunity in East Timor was developed by DeepGulf. This is false. The projects originated through the initiative, credibility, and local political connections of the Timorese founders. Defendant was invited *personally*, not as a representative of DeepGulf, and offered a 1/3 equity stake. DeepGulf had contributed no capital, had no visibility in the region, and in fact could not even fund Defendant's airfare. It is wholly inaccurate to claim that the opportunity was "developed by DeepGulf."

As for the purported "intellectual property," it must be noted that none of DeepGulf's patents (such as the pipeline installation patent) were used in any capacity in East Timor. The contracts executed there concerned marine and terrestrial surveys—bathymetric, geophysical, geotechnical, meteorological—services entirely unrelated to DeepGulf's sole patent at the time. What was deployed in Timor was Defendant's expertise, cultivated over decades and inherently personal, and most assuredly not the property of DeepGulf, unless one is prepared to repeal the 13th Amendment.

Plaintiffs' accusations collapse under even minimal scrutiny. If there was any appropriation of value, it was not by Defendant, but *by* DeepGulf—who

received a disproportionate share of proceeds relative to its nonexistent capital input and null role in securing the work.

IV. Declaratory Relief

Plaintiffs' request for declaratory relief hinges on an assumption that is legally, factually, and logically untenable: that Toke Oil and Gas, S.A.—a defunct and undocumented entity with no known legal domicile, operations, or current registration in East Timor—has a definable ownership interest worth judicial determination.

The requested relief is therefore not merely unnecessary but absurd. No revenue has been generated through Toke since 2012. Plaintiffs have presented no proof of ongoing corporate existence, no corporate address, no tax ID, no current officers, and no legal basis under Timorese law to sustain a claim of control. Even if they were declared “owners” of this shell, they would own precisely nothing.

What is *not* absurd, however, is the use Plaintiffs made of this fictional entity: to fraudulently defeat federal diversity jurisdiction. The record is clear that DeepGulf confirmed fictitious Toke Oil and Gas, S.A. as a nominal Plaintiff in a transparent effort to destroy complete diversity and escape a federal forum after adverse rulings. This manipulation of jurisdiction

constitutes a gross abuse of process, one that taints any subsequent reliance on Toke's supposed ownership as a basis for equitable relief.

In sum, the requested declaratory relief is based on a mirage. The real purpose of invoking Toke was procedural gamesmanship—not substantive corporate governance. The Court should reject this transparent attempt to leverage a nonentity for strategic advantage.

V. Plaintiff’s Claim for Accounting

Plaintiffs’ demand for accounting is as incoherent as it is misdirected. The record reflects that:

1. The funds wired to Defendant by the Timorese owners—totaling $345,000—originated not from DeepGulf’s share, but from the personal 2/3 share of the local directors of Toke Oil and Gas, S.A. These funds were advanced to assist Defendant in paying overdue French taxes—taxes incurred due to DeepGulf’s own dereliction of its formal, U.S. Government–certified obligation to pay Defendant’s salary, which it neglected for three years. These same years were those in which Defendant funded the company’s operations out-of-pocket.

2. DeepGulf's Chairman, Rustin Howard, had personally guaranteed those salaries with his real estate. That guarantee was breached. The financial hardship that followed, and the East Timorese co-owners' generosity in helping to remedy it, are matters of equity—not malfeasance.
3. As for the payments made to the Timorese owners themselves—amounting to less than their rightful share of the venture's revenue—it is frankly bizarre that Defendant should be ordered to account for monies neither owed by him nor paid by him. Defendant does not control the financial affairs of third parties, nor is there any legal basis upon which he could be required to report on funds received by others from their own equity interest.

In short, Plaintiffs demand an "accounting" not of monies owed to them, but of proceeds rightly belonging to others. This request is not only legally groundless but epistemologically absurd: Defendant cannot be expected to account for funds he did not control, to individuals he did not pay, from sources he did not possess.

VI. Plaintiff's Claim for Breach of Non-Compete Agreement

Plaintiff's claim under the Non-Compete Agreement collapses under its

own weight. In Count X of the Complaint, Plaintiff alleges: "*By working for Toke Oil & Gas, S.A. and accepting these payments, Defendant breached the contract.*"

However, the record—now seven years deep with filings and correspondence—demonstrates conclusively that:

1. **The payments referenced were made by the East Timorese co-owners of Toke Oil & Gas, S.A. from their own share of the project proceeds.** These funds were not "Toke's" corporate funds, much less "DeepGulf's." They came directly from individuals who voluntarily chose to assist Defendant in meeting urgent tax obligations arising solely from DeepGulf's multi-year failure to pay Defendant's salary—a failure compounded by the fact that such salary obligations had been formally guaranteed by DeepGulf's Chairman with his personal real estate in filings to U.S. immigration authorities.
2. **These payments were openly reported to Plaintiff.** Defendant submitted detailed accounts and correspondence, and Plaintiff acknowledged them. This occurred well before the statute of limitations could possibly be tolled. If a breach had ever existed,

Plaintiff was on actual notice of all material facts—and yet waited nearly a decade before filing suit. The Court's refusal to enforce the statutory bar has compounded the procedural injustice visited upon Defendant.

3. **The notion that Defendant "worked" for Toke in secret is facially absurd.** Defendant served as *President Director General*—the legal and operational head—of Toke Oil & Gas, S.A. That position was publicly known, repeatedly referenced in correspondence with Plaintiff, and a matter of record. To now feign ignorance of Defendant's affiliation is to insult the intelligence of the Court. It was not a "breach"; it was the plainly stated, fully disclosed arrangement under which Toke operated, to DeepGulf's substantial benefit.

This final count exemplifies Plaintiff's strategy throughout: to convert disclosed, cooperative conduct into actionable harm by rewriting history and ignoring both logic and law. It cannot stand.

WHEREFORE, Defendant respectfully requests that the Court reject the Plaintiffs' Trial Memorandum in its entirety, for the reasons set forth above, and grant such further relief as is just and proper.

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

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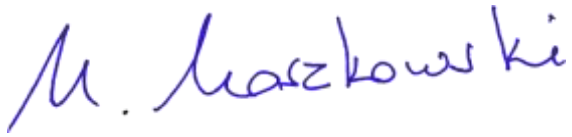

CERTIFICATE OF SERVICE

I hereby certify that, on this 8th day of June, 2025, a copy of this Response 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.