

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 FILING ADDENDUM TO DEFENDANT'S TRIAL
FRAMEWORK**

COMES NOW Defendant, Marc Moszkowski, and respectfully submits this Addendum A in support of the Trial Framework previously filed on April 8th, 2025.

This addendum provides historical context to the parties' business relationship and documents key personal and professional conflicts that preceded the current litigation. These events support Defendant's position that Plaintiff's conduct has been retaliatory in nature and that its legal claims are the continuation of a personal vendetta rather than a genuine commercial dispute.

Attached hereto is:

- **Addendum A – Background of Conflict and Retaliatory Motive**

Respectfully submitted this 14th day of April, 2025

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CERTIFICATE OF SERVICE

I hereby certify that, on this 14th day of April, 2025, a copy of this motion has been furnished to Braden K. Ball, Jr., attorney for the plaintiffs, through the Florida Courts E-Filing Portal.



ADDENDUM A

BACKGROUND OF CONFLICT AND RETALIATORY MOTIVE

(Supplement to Part I of the Trial Framework)

Defendant respectfully submits this addendum to clarify the origin and escalation of the present dispute, which Plaintiff has pursued through contradictory allegations and shifting narratives. While the litigation record has focused heavily on ownership and contracts, the real roots of the conflict lie in personal and professional breakdowns occurring over more than a decade.

1. September 5, 2007 – Termination of Business Relationship

Defendant informed Plaintiff, Rustin Howard, that the business relationship no longer made sense. Nearly three years after the incorporation of DeepGulf, Mr. Howard had failed to raise a single dollar in capital. In contrast, Defendant had moved to Pensacola to collaborate in good faith, even renting a house next to Mr. Howard's, and had personally invested over \$150,000 into business operations.

2. September 10, 2007 – First East Timor Inquiry

Just five days later, Defendant received the first inquiry from East Timor through DeepGulf's website, although thorough information about the same deepwater technologies had existed on his preexisting professional website for at least two years. This inquiry eventually led to three major contracts. Mr. Howard took no role in securing nor financing these. He only began raising funds after the first contract had been secured—and the projects were either self-financed or financed by third parties. In hindsight, Defendant would have fared significantly better had no company existed at all, as the East Timor opportunity would have arisen independently of DeepGulf.

3. September 16, 2014 – Patent Co-Inventor Dispute

Mr. Howard attempted to coerce Defendant into fraudulently listing him as a co-inventor on Defendant's third patent. Defendant refused, expressing firm objection. Mr. Howard responded that this would "affect our future dealings forever."

4. August 31 and September 1st, 2016 – Proposal to Reassign Ownership to Sponsors

While on an international business trip funded entirely by third-party Sponsors, Defendant proposed via Skype that Mr. Howard divest part of his 45% stake in the company. Specifically, Defendant suggested transferring 10% each to three sponsors in the U.S., South Korea, and Australia—leaving Mr. Howard with a retained 15%. Mr. Howard reacted with extreme hostility, warning that “the long arm of Florida Statutes” would be invoked.

5. Severe Hardship During Sponsored Trips

During this trip, and the subsequent one, Defendant was often destitute. On days when no host invited him for meals, his only sustenance came from packets of sugar provided with complimentary hotel coffee. Sponsors, however, continued to support Defendant’s efforts, including Bill Lott, a DeepGulf Director at the time.

6. 2017 – Letters to Shareholders and Howard’s Legal Threats

Defendant documented these events in ten letters sent to shareholders in 2017. Mr. Howard denounced these communications as “illegal” and later used them as part of his rationale to initiate

litigation. At no point did he formally rebut the facts presented in those letters.

Defendant submits this background not for dramatization, but to provide critical context that explains Plaintiff's prolonged hostility, contradictory litigation conduct, and pursuit of intellectual property Defendant developed independently. These events—largely ignored in filings by Plaintiff—reveal a personal vendetta disguised as commercial enforcement.

Respectfully submitted this 14th day of April, 2025

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