

**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 NOTICE REGARDING PLAINTIFF'S FAILURE TO
DESCRIBE THE ALLEGED \$1,304,764.22 "*BUSINESS
OPPORTUNITY*"**

Defendant respectfully submits this Notice to highlight a fundamental and dispositive omission in Plaintiff's pleading: namely, that although Plaintiff's original demand letters ¹ assert no fewer than six times that Defendant had stolen and misappropriated a "*business opportunity*" allegedly worth a combined \$1,304,764.22, the First Amended Complaint fails to describe, define, or substantiate this "*business opportunity*" in any meaningful way.

¹ Exhibits B and C of the Complaint, dated January 31, 2018, attached hereby as Exhibits AK and AL

The phrase "*business opportunity*" appears only once in the 37-page Complaint: in the title of Count I, which reads "*INTELLECTUAL PROPERTY AND DEVELOPMENTS AND BUSINESS OPPORTUNITY*."

At no point in the factual allegations, legal claims, or incorporated exhibits is this alleged "*business opportunity*":

- Described with specificity;
- Linked to a defined contract, client, agreement, or transaction;
- Shown to belong to Plaintiffs;
- Or associated with any concrete event or action by Defendant.

Despite basing their entire demand for damages on this alleged theft of a "*business opportunity*", Plaintiff provides no factual foundation for the Court to assess what, if anything, was this "*business opportunity*".

This failure renders the claim legally incoherent. Under Florida pleading standards, a plaintiff must state facts with sufficient particularity to provide notice to the defendant and allow the Court to evaluate the merits. It is not Defendant's burden to prove that the "*business opportunity*" did not exist; it is Plaintiff's burden to prove

that it did, and to show that it was wrongfully taken. They have not done so.

Defendant has, over the course of seven years of litigation and hundreds of pages of filings, challenged the very existence of the so-called "*business opportunity*." But only now does the full absurdity of the matter come into focus: the Plaintiff never alleged what the "*business opportunity*" actually was. Not vaguely, not vaguely enough, but not at all.

Plaintiff's omission is not a matter of incomplete pleading; it is a tacit admission that the alleged "*business opportunity*" was a rhetorical fiction. A lawsuit cannot proceed on the basis of a \$1,304,764.22 accusation that is never described.

Respectfully submitted this 22nd 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 22nd 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.

M. Maczkowski



LITVAK BEASLEY WILSON & BALL
LLP
ATTORNEYS AT LAW



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*ALSO ADMITTED IN ALABAMA
†LL.M. IN TAXATION
‡BOARD CERTIFIED TAX ATTORNEY

January 31, 2018

Via International Registered Mail and Regular Mail

Marc Moszkowski
Le Verdos 83300
Chateaudouble
France

Marc Moszkowski
Chalet de Bulvedere
Le Crey 73350,
Champagny-en-Vanoise
France

Re: Deepgulf, Inc.

DEMAND PURSUANT TO FLA. STAT. §772.11 (CIVIL THEFT STATUTE)

Dear Mr. Moszkowski:

Our firm has the privilege of representing Deepgulf, Inc. This letter is a civil remedy notice given pursuant to Fla. Stat. 772.11. You have stolen a business opportunity that you were to obtain for Deepgulf, Inc. Instead, you misappropriated such business opportunity for your own purposes.

Your actions constitute civil theft, subjecting you to liability for that civil theft. To date, the actual damages sustained as a result of this theft is \$345,000.00, as your compensation obtained based upon your misappropriation of my clients' business opportunity.

This letter constitutes written demand, pursuant to Fla. Stat. §772.11, that you pay \$1,035,000.00

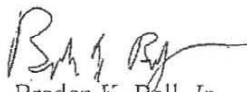
directly to this office within thirty (30) days from receipt of this notice. ¹ This amount represents three times the amount of known damages my client has incurred as a result of your actions, as provided by Florida law.

If such amount is not paid by the date stated above, I have been instructed by my client to file a lawsuit against you to include a count for civil theft. Please note that the civil theft statute also provides for recovery of attorney's fees and costs my clients spend in prosecuting such an action.

Should you wish to resolve this matter short of litigation, please promptly contact me.

Sincerely,

LITVAK, BEASLEY, WILSON & BALL, LLP


Braden K. Ball, Jr.

BKB:mca

¹ Payment should be by certified funds payable to "Braden K. Ball, Jr., P.A. Trust Account" and delivered to our office.



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Your actions constitute civil theft, subjecting you to liability for that civil theft. To date, the actual damages sustained as a result of this theft is \$959,764.22, which you distributed to the directors in the entity you formed to steal my client's business opportunity.

This letter constitutes written demand, pursuant to Fla. Stat. §772.11, that you pay \$2,879,292.66

directly to this office within thirty (30) days from receipt of this notice. ¹ This amount represents three times the amount of known damages my client has incurred as a result of your actions, as provided by Florida law.

If such amount is not paid by the date stated above, I have been instructed by my client to file a lawsuit against you to include a count for civil theft. Please note that the civil theft statute also provides for recovery of attorney's fees and costs my clients spend in prosecuting such an action.

Should you wish to resolve this matter short of litigation, please promptly contact me.

Sincerely,

LITVAK, BEASLEY, WILSON & BALL, LLP

A handwritten signature in dark ink, appearing to read "Braden K. Ball, Jr.", followed by a horizontal line.

Braden K. Ball, Jr.

BKB:mca

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