

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"

**MOTION FOR LEAVE TO FILE A REPLY TO PLAINTIFF'S RESPONSES
TO DEFENDANT'S MOTION TO STRIKE THE COMPLAINT AS A SHAM
AND MOTION FOR SUMMARY JUDGMENT**

Defendant, Marc Moszkowski, Pro Se, hereby moves the Court for Leave to file a Reply to Plaintiff's Responses to Defendant's Motion to Strike the Complaint as a Sham and to Defendant's Motion for Summary Judgment, and states as follows:

Said Responses were filed by Plaintiff on February 6th, 2025.

The Responses raise new issues that were not previously addressed.

A Reply is necessary to clarify deceptive misstatements and respond to absurd allegations.

Granting Leave to file a Reply will aid in the just and efficient resolution of this matter.

Defendant's Reply will address grave misrepresentations such as:

1. The quite absurd and possibly deceptive statement that when DeepGulf, Inc. was founded in 2005, or at any subsequent time, there was never any discussion in which Plaintiff's Rustin Howard agreed to fund the corporation, whereas all (100%) of the capital was raised by Mr. Howard among his friends and kin, while none (0%) was raised by Defendant, and the effort involved quite naturally some considerable discussion;
2. The quite absurd and possibly deceptive statement that Plaintiff was sent an email **apparently** [emphasis added] from Defendant to Mr. Howard dated March 6, 2014, and that Mr. Howard does not specifically recall seeing that email, whereas the email and its attachments had been quite evidently supplied at the express request of his secretary, Ms. Jennifer Cabbage, both to her and to Mr. Howard, and she had warmly acknowledged the documents four days later with the words: "*Thank you so much! This will be very helpful*";

3. The quite absurd and possibly deceptive statement that since Plaintiff's Rustin Howard claims he does not read, write or speak French, while he claims he is fluent in Portuguese (a language, in its written form, technically quite close to French), he was, contrary to Ms. Cabbage, barred from understanding the following words, as typed verbatim and in the original language in the documents:
Debit, Credit, Toke Oil and Gas, Vicente Ximenes, Banque, Date, USD, EUR, Director Fee, Payment of Services. and also all ten numerical digits;
4. The quite absurd and possibly deceptive statement that during the time Defendant was working in East Timor, Mr. Howard believed that Defendant was negotiating contracts on behalf of DeepGulf, Inc., whereas there was never any contract signed by DeepGulf, Inc. other than that signed by Mr. Howard for the payment of commissions from Toke Oil and Gas, and DeepGulf, Inc., whose bank accounts were controlled and managed **exclusively** [emphasis added] by Mr. Howard, never received one cent of revenue from any of Toke Oil and Gas' clients;
5. The absurdly contradictory statements that: (1) in October, 2017, William B. Lott, Jr. informed Mr. Howard that Defendant had told him that Toke Oil and Gas, S.A. had paid Defendant \$345,000, and

- (2) on November 29, 2017, Defendant sent his friend, William B. Lott, Jr., an email which would have allegedly shown his refusal to provide said information to Mr. Howard, who acknowledges himself he already had it;
6. The disingenuous cherry picking in said email of whatever seemed gainful to Plaintiff, while leaving exculpatory and explanatory information out;
 7. The unforgivably deceptive portrayal, by both DeepGulf, Inc.'s Counsel and Mr. Howard, of William B. Lott, Jr. as merely a "**friend**" [emphasis added] of Defendant's, whereas Mr. Lott was one of DeepGulf, Inc.'s only **3 Directors** [emphasis added], and as such was party to each and every one of the tempestuous meetings of the Board of Directors, of which Mr. Howard, albeit the Chairman thereof, only commanded one third of the votes, that is before he threatened Mr. Lott personally to the point that the latter quit the Board and was replaced by a confederate of Mr. Howard's;
 8. The quite absurd and possibly deceptive statement by Mr. Howard that he had no reason to believe that the "*Directors Salaries*" were paid to the "*Directors*" [sic];
 9. The repeated quite absurd and possibly deceptive statements that Mr. Howard either "*believed*", or was "*led to believe*", or "*had no*

reason to believe" various notions for which he never produced a scintilla of evidence;

10. The quite absurd, possibly deceptive, and certainly insulting statement, expressed without even a semblance of evidence, that *"it was always the Defendant's intent to find a way to leave DeepGulf, Inc. to form a new company to compete with DeepGulf using its technology or work for a competitor to bring projects to fruition not for the benefit of DeepGulf, Inc."*, whereas it was the incompetence and/or duplicity of the Plaintiff in providing him with a resident's visa that forced him to leave the United States precipitously and disconsolately nearly 20 years after he had arrived, leaving behind everything he owned, only to live in France in near destitution and absolute solitude for the past eight years, without having **ever** [emphasis added] been able to leave his place of solitary residence for a minute, except for depositions in Pensacola in July 2019;

11. The absurd statement that Defendant *"was employed by DeepGulf and sent to East Timor by DeepGulf to find opportunities for DeepGulf, Inc."* notwithstanding that Defendant never received one cent of salary for a full three years until **after** [emphasis added] he had signed the first contract in East Timor, that he was the one

paying out-of-pocket for all professional expenses, including while traveling to East Timor, and that DeepGulf, Inc.'s Rustin Howard had not raised a single cent of capital yet, so that he could hardly "send" Defendant anywhere;

12. The revolting production by Plaintiff again of his Exhibits "C" and "D" in his Response to Motion to Strike the Complaint as a Sham, which are obvious fabrications, as demonstrated in Defendant's pleadings;

13. The citation of approximate law, in particular Florida Statutes Section 607.1405(2)(e), while ignoring other Sections, such as:

Florida Statutes Section 607.1501 *Authority of foreign corporation to transact business required; activities not constituting transacting business.—*

(1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the department.

(2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):

(a) Maintaining, defending, mediating, arbitrating, or settling any proceeding.

The term "*maintaining*" within the phrase "*maintaining, defending, mediating, arbitrating, or settling any proceeding*" refers to the act of continuing or supporting a legal or administrative proceeding, which means pursuing or continuing legal action that has **already** [emphasis added] been initiated, rather than initiating it.

WHEREFORE, Defendant respectfully requests that this Court grant leave to file a Reply to the Responses and allow to submit the Reply before the Hearing scheduled for February 10th, 2025.

Respectfully submitted this 7th day of February 2025.

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CERTIFICATE OF SERVICE

I hereby certify that, on this 7th day of February 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