

**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 PLAINTIFF'S MOTION FOR THE  
COURT TO ENTER AN ORDER TO SHOW CAUSE**

**I. Preliminary Statement**

Plaintiff's Motion is procedurally premature, factually misleading, and strategically aimed at circumventing both the mediation deadline and Defendant's documented financial hardship.

**II. The Court's Order Does Not Support Plaintiff's Request**

The Court's Case Management Order set a mediation deadline of **June 9, 2025**. Defendant has not violated this Order. No default, defiance, or missed deadline has occurred.

### **III. Defendant Has Demonstrated Indigence**

Defendant filed an Affidavit of Financial Status on March 26, 2025 (Exhibit AC), and has since supplemented it with:

- Bank statements for February 2025,
- A 2024 income tax return showing \$0 taxable income, and
- A declaration clarifying the unmarketability of Defendant's inherited property (Declaration Regarding Actual Condition and Value of Defendant's French Property).

These filings demonstrate that Defendant is not refusing to mediate, but is financially unable to pay the \$900 fee demanded.

### **IV. Plaintiff's Motion Misrepresents Asset Value**

Plaintiff's reliance on a speculative 2007 valuation of Defendant's French residence is economically and legally unsound. As detailed in Defendant's declaration:

- The property is legally uninhabitable due to permanent lack of sewerage and seasonal water access.
- It is physically endangered by erosion and road collapse.
- It is financially encumbered by a lien and cannot be mortgaged.

Plaintiff's counsel, reportedly a Florida real estate attorney, offers no valid basis for valuing French real estate in 2025 based on pre-disaster figures from 2007.

## **V. No Refusal to Mediate Has Occurred**

Defendant has made no statement categorically refusing mediation and continues to file in good faith. Plaintiff's characterization of a single unanswered email as "refusal" is unsupported by the record and contradicted by Defendant's extensive filings—including those addressing mediation cost relief.

Moreover, Plaintiff's insistence on sanctions for Defendant's inability to prepay mediation fees is not grounded in genuine procedural concern. Plaintiff himself previously objected to mediation as premature, and now stands to recover his own \$900 should mediation be canceled due to Defendant's hardship.

This reveals not a commitment to resolution, but a calculated attempt to trigger sanctions while avoiding expense. Plaintiff's current posture is thus not only contradictory, but financially self-serving and ethically hollow.

## VI. Conclusion

Plaintiff's motion should be denied in its entirety. Defendant respectfully requests that the Court:

- Reaffirm the June 9 mediation deadline,
- Acknowledge Defendant's inability to advance fees, and
- Reject any request for sanctions, show cause orders, or procedural penalties prior to the actual deadline.

Respectfully submitted this 17<sup>th</sup> day of April, 2025

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## CERTIFICATE OF SERVICE

I hereby certify that, on this 17<sup>th</sup> 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.



4/4