

**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 OF PROCEDURAL IRREGULARITIES IN  
PROPOSED ORDER ADOPTED AS COURT ORDER**

COMES NOW Defendant, Marc Moszkowski, pro se, and respectfully submits this Notice to preserve the record regarding a series of procedural irregularities arising from the Court's Order entered following the Pre-Trial Conference held on June 10, 2025. This Notice is submitted for appellate clarity and to ensure the accuracy of the record in light of identifiable inconsistencies and verbatim adoption of proposed language.

**I. VERBATIM ADOPTION OF PLAINTIFF'S PROPOSED ORDER**

1. The Court's Order titled "Order on Pre-Trial Conference" adopts, nearly verbatim, the contents of the 6 page, 1,500 words "Proposed Order on PreTrial Conference\_v2.docx" submitted by Plaintiffs'

counsel, including:

- Headings, structure, and footnotes;
  - Factual assertions and errors;
  - Phrasing, tone, and conclusions presented as if originating from the Court itself;
  - Even file name.
2. Although the Court added some new paragraphs, few of the Plaintiff's original errors or rhetorical language were corrected. In fact, the only modifications were superficial, including correcting "Provance" to "Provence" and "live-onsite" to "who lived on site."
3. Attached hereto as Exhibit A is a redline comparison between the Court's Order and Plaintiffs' original draft, illustrating the extent of the verbatim adoption and the nature of the additions.

## **II. EXAMPLES OF UNCORRECTED ERRORS AND RHETORICAL INFLAMMATION**

4. The Order repeats, without correction, the demonstrably false statement that "*140 hectares is the equivalent of 395 acres.*" Defendant had corrected this error in prior filings; the correct figure is 346 acres.

5. The Court's Order also includes, verbatim, a footnote concerning photographs of Defendant's scrotum, originally drafted by Plaintiffs' counsel. This language was the subject of a detailed written objection by Defendant, citing its irrelevance, inflammatory tone, and prejudicial character. Its inclusion, despite this objection, raises serious concerns about the impartiality and decorum of the resulting Order.

### **III. SELECTIVE RECORD CITATION AND OMISSION OF EXCULPATORY FACTS**

6. Regarding the issue of the mediation deposit, the Order states only that Defendant "did not tender the deposit... and there was consequently no mediation."
7. However, the Order fails to mention:
- That Defendant filed multiple pleadings detailing his inability to pay;
  - That Defendant sent a written letter to the mediator, which received no response;
  - That Plaintiffs themselves had previously declared mediation futile.

#### **IV. JUDICIAL REPETITION OF FACTUAL FABRICATION**

8. Furthermore, the Court's Order repeats the Plaintiffs' exaggerated and highly stylized description of Defendant's property in France verbatim, including statements about its alleged size, contents, and condition. Defendant submitted a detailed, documented, and docketed rebuttal to the exaggerated assertions, including factual corrections, personal testimony, and contextual clarification. Yet none of this material was acknowledged or weighed. The only alterations made to Plaintiffs' narrative were superficial—correcting “Provance” to “Provence” and “live-onsite” to “who lived on site”—leaving the remainder of the florid account intact. This uncritical repetition of one party's assertions, despite formal objection, further underscores the imbalance in how this Court has treated the parties' submissions.

#### **V. CONSTRUCTED FICTIONS AND MATERIAL CONSEQUENCES**

9. The Order repeats, without qualification, Plaintiffs' florid depiction of Defendant's alleged estate in “the wine district of Provance [sic],” referencing antique furniture and tapestries, even Renaissance era statues, fine draperies and other luxury features—all of which Defendant has comprehensively rebutted in docketed filings and sworn declarations. This portrayal is not merely false; it is surreal

when contrasted with Defendant's present reality. On June 13, 2025, Defendant received formal notice of an impending *saisie mobilière*—the seizure of his remaining household furniture by French tax authorities due to non-payment of local taxes. This is not speculative harm—it is a documented, state-enforced dismantling of Defendant's last physical possessions. See attached Exhibit B.

10. That the Court would accept the fantasy of past affluence while disregarding abundant evidence of physical incapacity, financial collapse, and now governmental dispossession reflects a judicial posture more attuned to sustaining convenient illusions than confronting inconvenient truths. Defendant cannot simultaneously be the owner of an untouched Provençal manor and a masochist choosing to remain pro se, risk default, and feign poverty despite supposed assets. The truth lies not in florid rhetoric, but in the record—and the record, if read, speaks clearly, though only if read.

## **VI. UNEXPLAINED CONCLUSORY LANGUAGE CONCERNING PLEADINGS**

11. The Court's Order states:

*"However, this amendment was not filed in compliance with the Florida Rules of Civil Procedure"*

when referring to Defendant's Amended Counterclaim filed June 8, 2025.

**12.** No procedural rule is cited, no defect is identified, and no motion to strike was filed. The statement is conclusory and lacks the findings or reasoning required for adjudication.

**13.** Furthermore, the Court has never ruled upon Plaintiffs' March 11, 2025 Motion to Dismiss the original Counterclaim, nor acknowledged Defendant's March 24, 2025 response in opposition. The Order's language offers no clarification as to the legal status of either version.

## **VII. INCONSISTENT LOGIC REGARDING ZOOM ACCESS**

**14.** The Order states:

*"the Court found that allowing the Pretrial Conference and Judge Trial to be conducted by Zoom would create an administrative burden on the Court and would fundamentally alter the nature of the proceedings."*

Defendant agrees that remote access would indeed "alter the nature of the proceedings"—specifically, by allowing Defendant to participate in them. The Court's justification:

- Contradicts its own published Zoom-default policy;

- Treats the Defendant, who resides 5,000 miles away and is indigent and medically incapacitated, less favorably than local parties and attorneys;
- Elevates procedural rigidity over due process and equal access to justice.

## VIII. WORDPLAY TO EVADE MEDICAL REALITY

15. The Order asserts that Defendant's use of the word "developed" in a 2019 pleading is misleading, stating:

*"The fact that he claimed that it had 'developed' is misleading, since clearly Mr. Moszkowski was aware of the problem on or before December 30, 2018."*

This accusation is both unfounded and illogical and ignores equally the medical facts and the context of the language used. The timeline, fully supported in the record, is as follows:

- **August 2017:** Defendant first noticed signs of a possible hernia.
- **Mid-to-late 2018:** Condition became visibly larger and more painful, but was still managed without clinical intervention.
- **December 30, 2018:** Defendant cited pain in filings but lacked a confirmed diagnosis.

- **May 15, 2019:** A physician, Dr. Chilli, conducted a home visit and issued a certificate explicitly advising against travel due to the hernias and ordering surgery.
- **June 14, 2019:** Defendant's attorney described the hernia as a "severe medical condition which requires surgery," stating that it had "developed" since the Court's April 2019 order.

**16.** The phrase "developed" clearly referred not to the origin of the condition but to the manifestation of its severity, as clinically diagnosed in May 2019 and relayed in good faith by Defendant's counsel a month later. If necessary, this may be termed a scrivener's miswording, not an attempt to deceive.

**17.** To base a negative inference on this single word—while ignoring Defendant's voluminous medical documentation, physician certification, and physical incapacity—is to engage in rhetorical selectivity rather than judicial reasoning. No such scrutiny has ever been applied to the numerous material contradictions, misstatements, or evasions submitted by Plaintiffs.

**18.** For the avoidance of doubt, Defendant remains entirely willing to be examined, at home, by any independent physician of the Court's choosing, or by any qualified medical expert appointed by the



Plaintiffs, should they so request. Defendant has never sought to avoid verification, only to avoid physical collapse and financial ruin from forced travel under the current conditions.

- 19.** Should Plaintiffs decline this opportunity, it would further expose the performative nature of their objections and underscore the extent to which their strategy relies not on truth, but on procedural attrition and reputational smearing. At this stage, the effort to cast doubt on Defendant's medical condition does not reveal gaps in evidence—it reveals a disturbing comfort with dehumanization as a litigation tactic.

## **IX. PRESERVATION OF RIGHTS**

- 20.** Defendant does not challenge the Court's discretion to issue orders.

However, when an order:

- Adopts an adversary's draft with minimal and selective additions;
- Retains known errors and rhetoric despite objection;
- Omits material context already placed in the record;
- Applies asymmetrical interpretive scrutiny to one party only.

it becomes necessary to document such irregularities for the record,  
for purposes of appellate review, and for the integrity of future  
proceedings.

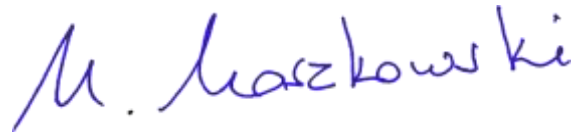
Respectfully submitted on this 16<sup>th</sup> day of June, 2025.

Marc Moszkowski, Pro Se

Email: m.moszkowski@deepgulf.net

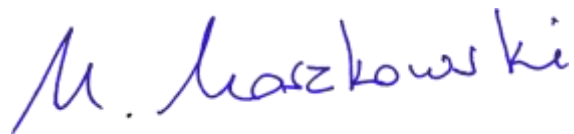
Le Verdos

83300 Châteaudouble, France



### **CERTIFICATE OF SERVICE**

I hereby certify that, on this 16<sup>th</sup> day of June, 2025, a copy of this Notice  
has been furnished to Braden K. Ball, Jr., attorney for the plaintiffs, through  
the Florida Courts E-Filing Portal.



## 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:

**ORDER ON PRETRIAL CONFERENCE AND GRANTING MOTION FOR  
SANCTIONS, STRIKING PLEADINGS AND ENTERING A DEFAULT AGAINST  
DEFENDANT / COUNTER-PLAINTIFF, MARC M. MOSZKOWSKI**

This matter came before the Court on a properly noticed, in-person, Pretrial Conference.- The Pretrial Conference was held on June 10, 2025 at 9:30 AM and finished at approximately 10:45 AM. -DeepGulf, Inc. and Toke Oil and Gas, S.A. appeared through their counsel, Braden K. Ball, Jr. and their authorized representative, Rustin Howard. Defendant, Marc M. Moszkowski did not appear at the Pre-Trial Conference. -The Court considered ~~its prior rulings~~, the posture of the case and outlined the management of the upcoming bench trial.- The Court, having considered the prior rulings,- the Court file, the evidence presented to it, and being otherwise advised in the premises, finds as follows:

This case was filed seven years ago on April 3,-2018. It was removed to Federal District Court for several years and then remanded to state court. The amended complaint was filed in June

2021, and for several years, there was almost no activity on the file. However, since January 2025, there has been significant activity including approximately 150 filings.

Plaintiffs DeepGulf, Inc. and Toke Oil and Gas, S.A. are represented by Counsel. Defendant, Marc Moszkowski, is *pro se* and resides in France. This case arises out of a business relationship over a period of approximately ten (10) years and includes Counts for Injunctive Relief & Intellectual Property/Business Opportunity; Breach of Non-Competition Agreement; Civil Theft; Conversion; Fraudulent Misrepresentation; Declaratory Relief; Accounting; Breach of Contract; and Injunctive Relief. Much of the evidence and testimony will require examination of non-compete agreements, contracts, and consideration of patents in the oil and gas industry.

Defendant has also filed a counterclaim affirmatively seeking relief in Escambia County. The Counterclaim alleges Breach of Contract (Work and Labor Done); Breach of Contract; Fraud Based on Promise to Pay; Fraudulent Misrepresentation; and Accounting. Defendant attempted to file an Amended Counterclaim in the case on June 8, 2025. However, this amendment was not filed in compliance with the Florida Rules of Civil Procedure.

Due to the age of the case, the Court set the matter for a Case Management Conference on April 3, 2025. Counsel for Plaintiffs, Plaintiffs' representative Rustin Howard, and Defendant, *Pro se*, appearing from his home in France, were present by Zoom.

At the Case Management Conference, the Court again addressed the requirement for mediation (by Zoom) and set the case for bench trial in-person. It was at this hearing on April 3, 2025, that Defendant raised the issue of his financial inability to pay for mediation or a plane ticket to the United States. He also testified to concerns about leaving his house and animals unattended, as

well as health issues. Under oath, Defendant stated that if Plaintiff was required to pay his costs to come to the U.S., Defendant would appear in--person.

After the Case Management Conference, the Court entered ~~three~~four orders: Order on Case Management Conference (April 9,-2025); Order Referring Case to Mediation (April 9,-2025); ~~and~~ Order for Pretrial Conference and Setting Judge Trial (April 10, 2025) and, Order to Appear for Mediation or Order to Show Cause (April 17, 2025). These orders, in part, required the parties and counsel to participate in mediation prior to the Judge Trial; allowed the parties and counsel to appear by Zoom at mediation; ordered payment of a deposit if required by the mediator; set the Pretrial Conference for June 10, 2025 and required in-person appearance by the parties and counsel; set the Judge Trial for June 17-18,-2025; and required in-person appearance by the parties and counsel for the trial- The orders also ~~included~~referenced possible sanctions for failure to comply including striking of pleadings, dismissal, and entry of a default.

Since the filing of these orders, Defendant has repeatedly and on an almost daily basis filed notices and motions to request the following: waiver of the mediation fee due to financial issues; waiver of appearance in person at the Pretrial Conference and Judge Trial due to financial and health issues; ruling on all outstanding motions; and, a continuance to manage the volume of exhibits and paperwork necessary in the case. The Notice of Supplemental Medical Evidence filed May 28, 2025 includes a photograph of the body of presumably<sup>1</sup> the Defendant to support his contention that he cannot travel to the United States.

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<sup>1</sup> The photograph does not include the head of the person, and it is unclear what the photo is intended to demonstrate.

As stated earlier, this case has been pending for over seven years old and has far exceeded the requirements of Fla. R. Gen. Prac. & Jud. Admin. 2.250(a)(~~H~~)(B). Both parties have had ample time to prepare for trial. The case involves allegations spanning nearly 10 (ten) years, complex business dealings, a country in Southeast Asia, oil and gas patents, and hundreds of pages of documents/exhibits. Counsel for Plaintiffs objected to a judge trial by Zoom. In addition, Defendant is *pro se* and lives in Chateaudouble, France which is seven time zones ahead of Escambia County. -As stated above, Defendant has affirmative claims of his own that he has brought by virtue of his counterclaims.

For these reasons, the Court required in-person appearance for parties and counsel at the Pretrial Conference and the Judge Trial. The Pretrial Conference is ~~critical-for~~ narrowing of issues, review of exhibits, determination of witnesses, and discussions about the procedure of the trial. To accommodate the fact that Mr. Moszkowski resides in France, the Pretrial Conference was scheduled only one week prior to trial.

On ~~July~~ June 3, 2025, the Court entered an Order Denying Defendant's Request for Continuation of Bench Trial and Denying Request for Zoom Appearance at the Pretrial Conference and Trial. In that Order, the Court found that allowing the Pretrial Conference and Judge Trial to be conducted by Zoom would create an administrative burden on the Court and would fundamentally alter the nature of the proceedings. The Motion for Continuation of Bench Trial was also denied.

On June 9, 2025, Defendant filed a Supplemental Memorandum in Further Support of Defendant's Motion to Preclude Sanctions and to Dismiss Plaintiff's Request for an Order to

Show Cause.- In that Memorandum, Defendant referred to his estate in France as consisting of roughly 140 hectares<sup>2</sup> and a large, centuries-old stone house.

At the Pretrial Conference, Plaintiffs presented evidence that their required deposit for mediation was paid. However, it was established that Defendant did not tender the deposit for mediation as required for the Court, and there was consequently no mediation. As stated previously, the Defendant failed to appear in person at the Pretrial Conference as required by the Order to Appear for Mediation or Order to Show Cause. During the Pretrial Conference, Counsel for Plaintiffs requested the opportunity to present evidence regarding Defendant's financial assets and medical condition. As far as the financial ability of the Defendant, Rustin Howard testified about his prior visits to the home in France.- approximately 13 years ago. He testified that this was an over 300-acre property in the wine district of ~~Provance~~Provence, France. -There is a large home on the property, consisting of over 5,000 square feet and a separate servant's quarters larger than 1,000 square feet.- Every room was furnished with antique furniture, original paintings, antique tapestries, Renaissance era statues, and fine draperies. -There were at least 6 bedrooms and each bedroom, as the best he could recall, had a corresponding bathroom. -The home had a spring fed swimming pool located on a large terrace.- Plaintiffs offered and accepted into evidence a set of photographs depicting the property, one of which included a picture of a ~~live-on-site~~maid who lived on site.

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<sup>2</sup> The equivalent of approximately 395 acres.

As far as Defendant's medical condition, Plaintiffs ~~also~~ offered pleadings from the federal court case which consisted of the following:

Response and Memorandum in Opposition to Plaintiffs' Motion to Compel, Defendant to Produce Initial Disclosures, Appear Personally at Deposition and to Appear Personally at Mediation dated December 30, 2018. -On Page 10 of this pleadings, Defendant referred to his "severe double hernia" to support his opposition to appearing in Northwest Florida for a deposition.

2. Joint Motion to Extend Dates in Final Scheduling Order dated March 29, 2019.- In this pleading, the parties agreed that Mr. Moszkowski would be deposed in the Northern District of Florida, in person, absent unforeseen circumstances, on or before July 30, 2019.

3. Memorandum in Support of Defendant's Renewed Motion for Protective Order on June 14, 2019. -In this pleading, Mr. Moszkowski asserted that "since the entry of this Court's 4 April 2019 Order, Defendant has **developed** a severe medical condition which requires surgery." (emphasis added). -That pleading referred to Mr. Moszkowski's double hernias. -It also referred to a requirement for surgery in October or November of that year. -The fact that he claimed that it had "developed" is misleading, since clearly Mr. Moszkowski was aware of the problem on or before December 30, 2018.

4. Order dated July 5, 2019.- Taking the arguments of the parties into account, the District Court entered an Order denying Mr. Protective Order and requiring Defendant to appear for a deposition in Northwest Florida on July 17, 2019.- Mr. Moszkowski did appear for such a deposition in person on that date.



An *ore tenus* Motion was made by the Plaintiff requesting the Court to take judicial notice of the four pleadings presented and said Motion was granted and will be addressed in a separate order.

Based upon the Defendant's failure to pay for the required mediation in this case~~and,~~ his subsequent failure to attend mediation<sup>3</sup> from occurring in this case, and ~~further based upon the~~ Defendant's failure to appear at the Pre-Trial Conference in person on June 10, 2025, the Court determines that sanctions are warranted against Defendant, Marc M. Moszkowski.

It is hereby ORDERED AND ADJUDGED:

1. Defendant, Marc M. Moszkowski has not shown cause why he should not be sanctioned.
2. Defendant, Marc M. Moszkowski is hereby sanctioned.
3. A Default is hereby entered against Defendant, Marc M. Moszkowski.
4. Defendant, Marc M. pleadings are ~~struck~~stricken, which shall include, but not be limited to his Counterclaim, his improperly filed Amended Counterclaim, and all Affirmative Defenses.

~~As such, all~~5. All of Mr. ~~Moszkowski's Motions~~Moszkowski's pending motions which have not been addressed by separate Order in this case are Denied.

6. The in-person bench trial remains set for June 17, 2025 at 8:30 a.m. pursuant to the Order for Pretrial Conference and Setting Judge Trial entered April 10, 2025.

**DONE AND ORDERED** in Chambers in Escambia County, Florida.

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<sup>3</sup> ~~Plaintiffs presented evidence that their deposit was paid.~~

Copies to:

~~Braden K. Ball, Jr, Esq.~~

~~*Attorney for Plaintiff*~~

~~Marc M. Moszkowski~~

~~*Pro-Se Defendant*~~

**Direction générale des Finances publiques**

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N° d'identifiant du redevable : 0442453658220

Dossier : 420 / 2025

Mel Huissier : regine.didier@dgfip.finances.gouv.fr

Tel Huissier : 07.61.66.81.25

Le 03 juin 2025

Madame, Monsieur,

J'ai été chargé par le comptable désigné ci-dessus de SAISIR VOS BIENS.

**Vous êtes en effet redevable de la somme de 7 117,00 Euros.**

Ce montant correspondant à vos contributions et aux frais restés impayés à ce jour, malgré les rappels qui vous ont été faits.

**A défaut de règlement au comptable AVANT LE 15/06/2025,**

**LA SAISIE EFFECTIVE DE VOS MEUBLES SERA PRATIQUEE, MÊME EN VOTRE ABSENCE,**  
dans les conditions prévues par l'article L.142-1 du code des procédures civiles d'exécution.

Les frais entraînés par cette opération seront à votre charge.

NATURE CRÉANCE <sup>(1)</sup>	MISE EN DEMEURE <sup>(2)</sup>	SOMMES EXIGIBLES	FRAIS ANTÉRIEURS	SOMMES VERSÉES
ETAT / 2023 / 31-08-2023 Taxe Foncière / 22101	13/04/2024	3 489,00€	0,00€	0,00€
ETAT / 2024 / 31-08-2024 Taxe Foncière / 22101	12/04/2025	3 628,00€	0,00€	0,00€

Je vous prie d'agréer, Madame, Monsieur, l'expression de mes salutations distinguées.

**L'huissier des Finances Publiques**

**AVIS IMPORTANT**

Le paiement d'un acompte n'interrompt pas la procédure.  
Pour tous renseignements, s'adresser au comptable désigné ci-dessus.

Veuillez joindre le présent avis à votre paiement

**MODES DE PAIEMENT**

Par chèque bancaire ou par virement.  
En numéraire ou en carte bancaire (s'adresser à l'huissier).

N.B. - Libellez obligatoirement le chèque à l'ordre du TRÉSOR PUBLIC; n'envoyez en aucun cas un chèque sans indication du bénéficiaire