

**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 TO REQUIRE  
DEFENDANT TO PAY MEDIATION FEES**

COMES NOW, Defendant Marc Moszkowski, Pro-Se, and respectfully submits this Response to Plaintiff's Motion to Require Defendant to Pay Mediation Fees, and in support states as follows:

**1. INDIGENCE STATUS**

Defendant is a natural individual person and he declared indigence in his Affidavit of Financial Status filed on March 26<sup>th</sup>, 2025. As stated, his current monthly income is approximately \$960, which is significantly lower than the Florida Statutes § 57.082 guideline of 200% of the current federal poverty guidelines, or in this case \$2,608.33 monthly. As stated in his sworn Affidavit,

Defendant has no savings, exceedingly limited resources, and depends entirely on this modest income for basic living expenses.

He has no external or family support whatsoever. He has no vehicle and has not left the immediate perimeter of his house for a minute in the past eight years, except for the three weeks he spent in the U.S. in July 2019 for depositions and mediation in Pensacola. He has no local friends, nor has he had a visitor since July 2020. He is much like marooned on firm land.

## **2. PLAINTIFF'S ASSERTION OF INDIGENCE**

Plaintiff, a corporate entity, asserts that it is similarly indigent. However, a corporation's claim of indigence is fundamentally distinct from that of a natural person. Unlike Defendant, Plaintiff has shareholders, assets, and the capacity to secure funding. Plaintiff's claim that it borrowed money from a shareholder does not constitute indigence; rather, it reflects the standard financial operations of a business entity.

Corporations are legal entities created for business purposes. While they can experience financial difficulties, these are typically addressed through concepts such as:

- i. Insolvency: a corporation's inability to pay its debts;

- ii. Bankruptcy: a legal process for dealing with insolvent corporations;
- iii. Liquidation: winding up a corporation's affairs and distributing its assets (of which Defendant owns half);
- iv. Borrowing, mostly from shareholders;
- v. Recapitalization, although that option seems quite remote, since the only engine of the corporation's activity, namely the Defendant, was unceremoniously exiled in early 2017.

Corporations do not have the same constitutional rights as individuals, including the right to court-appointed counsel based on indigence. A corporation is expected to be able to fund its legal obligations.

### **3. MISLEADING ALLEGATIONS REGARDING DEFENDANT'S FINANCIAL HISTORY**

Plaintiff further insinuates that Defendant falsely claimed indigence in 2018. In reality, Defendant initially proceeded Pro Se on June 25<sup>th</sup>, 2018, and endured significant financial hardship until, quite unexpectedly, the proceeds of a long-delayed but unexpected inheritance became available on March 13<sup>th</sup>, 2019, as many as nine months later. Defendant almost immediately retained Counsel, and paid a retainer on March 19<sup>th</sup>, 2019.

The inheritance funds received by Defendant were promptly exhausted on legal fees in defense against Plaintiff's frivolous claims. Notably, with

legal representation he quickly secured a favorable summary judgment in U.S. District Court, demonstrating the baseless nature of Plaintiff's accusations. Had Plaintiff not pursued this meritless litigation — a decision which Defendant, as a nearly 50% owner, strongly opposed — both Plaintiff and Defendant would undoubtedly be in a far better financial position today. The ongoing financial harm caused by this litigation only underscores the irony, or sarcasm, of Plaintiff's claim of indigence.

Defendant has of course incontrovertible evidence to substantiate the receipt of this inheritance, though the origin of those funds is ultimately irrelevant. Whether the money had come from an inheritance, gambling, or even a lottery win, the notion that a one-time financial event could be reasonably expected to recur is both illogical and absurd. Plaintiff's implication that Defendant's temporary financial capacity in 2019 reflects his current situation in 2025 is entirely baseless, and quite preposterously so.

Plaintiff's implication that an unexpected inheritance from a relative who passed away three decades ago negates Defendant's current indigence is as unreasonable as it is irrelevant. A one-time past financial event has no bearing on Defendant's present or future financial condition.

#### **4. UNFRUITFUL PAST MEDIATION EFFORTS**

Past mediation efforts, held at the Law Offices of Emmanuel Sheppard & Condon on July 22nd, 2019, led to an impasse due to the absolute inflexibility of the Plaintiff(s).

#### **5. INCHOATE ABUSE OF PROCESS, WARRANTING JUDICIAL INTERVENTION**

Notwithstanding the hardship and remote geographical location imposed by Plaintiff on Defendant, Plaintiff writes in paragraph 6 of his motion that "*if a deposition were necessary, the Plaintiffs could require him to come to this jurisdiction in order to have his deposition taken*", ignoring in effect the Florida Rules of Civil Procedure, more precisely Rule 1.310, subsection (b)(7), which allows remote deposition in certain circumstances, such as those of Defendant, in an attempt to corner Defendant again in an impossible position, as Plaintiff has done repeatedly in the past.

For instance, Plaintiff successfully opposed in June 2020 the Motion by Defendant to attend remotely his own trial in U.S. District Court, at a time when the President of the United States had ordered a Presidential Proclamation prohibiting all entry to all aliens traveling from Europe. As a direct result of the forced non-attendance, Plaintiff was able to produce in

trial falsified evidence to which Defendant could not object, and Defendant's counter-claim was denied.

## **6. QUESTIONING THE PURPOSE OF PROLONGED LITIGATION BETWEEN PENNILESS PARTIES**

Defendant finds it perplexing that this litigation has continued for nearly a decade, particularly given the financial circumstances of both parties. Plaintiff — and here Defendant is using the singular on purpose, referring to DeepGulf, Inc. only, since alleged Plaintiff Toke Oil and Gas S.A. is a fictitious entity devoid of any asset or even a bank account — is a corporation of which Defendant owns nearly 50% but has now absurdly claimed the novel quality of corporate indigence while simultaneously pursuing costly legal action against Defendant, a natural individual person who is undeniably indigent. This contradiction raises a fundamental question: what is the purpose of expending significant resources on litigation when both parties claim indigence?

Further, Defendant notes that the financial strain caused by this litigation has only exacerbated the alleged financial difficulties of Plaintiff. Rather than pursuing productive resolutions, Plaintiff has chosen a path that has drained resources for both parties, to the detriment of all involved. Defendant

respectfully suggests that this litigation serves no rational financial or legal objective, particularly considering the Plaintiff's novel, but quite absurd, assertion of corporate indigence.

Given these circumstances, Defendant urges the Court to consider whether this prolonged and burdensome litigation is justified for the Plaintiff, especially when the resources expended could be directed toward more constructive endeavors.

## **7. LACK OF GOOD FAITH EFFORTS TO RESOLVE THE DISPUTE**

Before the initiation of this litigation, Defendant made multiple sincere attempts to resolve the dispute in good faith and consensually. Over a period of two and a half months, between November 19<sup>th</sup>, 2017 and February 5<sup>th</sup>, 2018, Defendant sent as many as ten (10) very detailed and well-documented letters to the shareholders of the Plaintiff Corporation. These letters outlined the nature of the personal dispute between Defendant — a founder, director, and the sole breadwinner of the corporation — and the Chairman of the Board of Directors. Defendant's intent was to foster transparency and reveal inconsistencies and absurdities to a forum of all the shareholders.

Despite these efforts, Defendant received no response from any of the shareholders, apart imperious domineering emails from the Chairman of the Board and the new third Director — whom he had substituted quite nefariously for the impartial Director he had threatened to sue in a Court of Law for sharing the Defendant's perspective. Instead, the Chairman of the Board asserted that Defendant's communications were "illegal," without providing any valid legal basis for such a claim. Shortly thereafter, the Chairman of the Board, rather than exploring any form of conciliation, abruptly demanded from Defendant the immediate payment by return mail of the astronomical amount of four million dollars (\$4,000,000) and shortly afterwards initiated this lawsuit against Defendant. The abrupt decision to litigate, without any meaningful attempt to resolve the matter outside of Court, raises serious concerns about the motives behind the legal action.

Defendant has long suspected, and has frequently stated in his pleadings, that the lawsuit was a preemptive strike designed to shield the Chairman of the Board from scrutiny by the shareholders. It appears evident that the Chairman of the Board assumed that Defendant, a by now destitute foreign national exiled 5,000 miles away, would be unable to mount a defense, either Pro Se or through Counsel, and that a default judgment would be easily secured. This calculated approach not only undermines the spirit of



fair dispute resolution but has also subjected both parties to years of unnecessary litigation, wasting significant time and resources.

In light of these facts, Defendant respectfully requests the Court to take into consideration the absence of any genuine effort by Plaintiff to engage in meaningful settlement discussions before resorting to litigation.

## **8. REQUEST FOR EQUITABLE RELIEF**

Given Defendant's indigence and the inequitable nature of Plaintiff's demand, Defendant respectfully requests that the Court:

- i. Deny Plaintiff's Motion to Require Defendant to Pay Mediation Costs;
- ii. Order Plaintiff to bear the full cost of mediation, in accordance with the relative financial capacities of the parties; and
- iii. Grant any further relief the Court deems just and proper.

Respectfully submitted this 27<sup>th</sup> day of March, 2025

Marc Moszkowski, Pro Se  
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83300 Châteaudouble, France

A handwritten signature in blue ink that reads "M. Moszkowski". The signature is written in a cursive, flowing style.

### **CERTIFICATE OF SERVICE**

I hereby certify that, on this 27<sup>th</sup> day of March, 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.

A handwritten signature in blue ink that reads "M. Moszkowski". The signature is written in a cursive, flowing style.