

**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"

**NOTICE OF FILING DEFENDANT'S NARRATIVE SUMMARY AND
EXHIBIT AZ – TIMELINE OF EVENTS AND SUMMARY OF
DISPUTED CLAIMS**

COMES NOW Defendant, Marc Moszkowski, and hereby files the following documents in support of the Trial Framework and to assist the Court in understanding the historical context and factual structure of the current litigation:

1. Defendant's Narrative Summary in Support of Trial Framework
 - A concise statement of the timeline, contractual history, and factual inconsistencies between the Plaintiff's conduct and the allegations made in its Complaint.

2. Exhibit AZ – Timeline of Events and Summary of Disputed Claims – A chronological outline of material events from 2007 to 2018, offered to substantiate and illustrate the narrative summary.

These documents are submitted together to clarify the sequence of material facts, the financial and procedural backdrop, and the retroactive narrative Plaintiff seeks to impose. Defendant respectfully submits these materials to ensure a coherent, documented presentation of the case record and disputed claims.

Respectfully submitted this 16th 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 16th 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

**IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY,
FLORIDA**

DEEPGULF, INC. and
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Plaintiffs,

vs.

MARC M. MOSZKOWSKI

Defendant.

Case No.: 2018 CA 000543

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**DEFENDANT'S NARRATIVE SUMMARY IN SUPPORT OF TRIAL
FRAMEWORK**

COMES NOW Defendant, Marc Moszkowski, and respectfully submits this narrative summary to provide a clear, concise, and factual account of the timeline and nature of events giving rise to the current litigation. This summary is offered in support of Defendant's Trial Framework and to provide context for the disputed allegations made by Plaintiff DeepGulf, Inc.

Between 2004 and 2008, Defendant personally supported DeepGulf, Inc., at a time when the company had no external capital or ability to pay wages. Defendant relocated internationally, created independent online resources, and maintained all operations without compensation.

In September 2007, an East Timorese consortium contacted Defendant through DeepGulf's online publications—which had pre-

existed in a prior publication since 2003—offering leadership of development projects in Timor-Leste.

Defendant traveled to East Timor entirely at his own expense, without salary, budget, or financial support from DeepGulf.

In 2008–2011, Defendant secured three government contracts in Timor-Leste and returned \$1,318,169.22 to DeepGulf—more than 50% of the total net income—despite having funded the project independently.

Years later, in a reversal of its own prior silence, DeepGulf alleged that these opportunities belonged to the company, and that Defendant had concealed revenue. The narrative was constructed years after the fact, using fabricated board minutes and retroactive reinterpretation of events.

DeepGulf then claimed ownership of Toke Oil and Gas S.A., which it acquired after the contracts were completed and after substantial revenue had been generated. The corporate acquisition was used to retroactively justify control over operations it had not initiated, supported, or funded.

The Complaint now argues that Defendant 'misappropriated' a business opportunity, although said opportunity belonged to others, and then shared more than his proportionate return with DeepGulf.

If any party were aggrieved, it would be the East Timorese partners who voluntarily shared their returns—not DeepGulf, which later claimed somehow 100% of the proceeds.

The present litigation thus rests not on factual misconduct by Defendant, but on a legally incoherent attempt to rewrite history, deny independent agency, and claim ownership over the very efforts it refused to support. Plaintiff's narrative is not just inaccurate—it is retroactive, self-contradictory, and logically unsustainable. Defendant submits this summary to clarify the record and highlight the essential absurdity at the heart of the Complaint.

A supporting chronological timeline of events, detailing factual developments from 2007 through 2018, is attached hereto as Exhibit AZ and is incorporated herein by reference.

Respectfully submitted this 16th day of April, 2025

Marc Moszkowski, Pro Se

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m.moszkowski@deepgulf.net

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CERTIFICATE OF SERVICE

I hereby certify that, on this 16th 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. Marzowski

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

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**EXHIBIT AZ – TIMELINE OF EVENTS AND SUMMARY OF DISPUTED
CLAIMS**

The following summary is submitted by Defendant Marc Moszkowski as a factual timeline and narrative contrast to the allegations presented by Plaintiff DeepGulf, Inc. in its Complaint.

A. Timeline of reality

1. I was contacted from East Timor in September 2007 and traveled there on my dime;
2. In East Timor I was welcome by two local businessmen who introduced me to the whole government, from the President and Prime Minister to the Secretaries of State (photos abound);

3. The East Timorese proposed to create a company 1/3, 1/3, 1/3, Toke Oil and Gas S.A., not with some un-capitalized micro-corporation in the U.S. but with me as an individual (as business partners, U.S. corporations don't enjoy the best reputation abroad, in view of their appetite for litigation);
4. The East Timorese founders/co-owners endeavored to have a first contract awarded by the Government;
5. The contract was soon transferred to a conglomerate of some of the ten largest South Korean chaebols, led by Samsung, which became the client and with which I was obviously not the dominant party. However, I managed to get all payments paid: the managers were under much corporate pressure to squeeze me as much as they could, but I never was in a vulnerable position and never yielded, and in the end we respected each other. In the course of the first contract I made four contract-related trips to South Korea.
6. Contractually, DeepGulf was awarded 10% of the primary sub-contractor's invoicing, while the two Timorese founders/co-owners were awarded 5% each. This sharing had not been easy to negotiate with the Timorese.

7. In the end, I managed to pay DeepGulf 13.5% of the primary sub-contractor's invoicing, and the Timorese founders/co-owners 13.3%;
8. For my 33.33% share, DeepGulf received 50.3% of pre-salary cash flow;
9. For their 66.67% share, the two Timorese founders/co-owners received 49.7% of pre-salary cash flow;
10. From that 49.7% share the Timorese founders/co-owners personally transferred funds to me so I could pay tax: the amount came entirely out of their share, not DeepGulf's;
11. DeepGulf had copies of all the contracts between Toke and the Timorese Government and Samsung;
12. DeepGulf never invoiced, nor was paid by the Timorese Government or Samsung;
13. DeepGulf never invoiced, nor was paid by any entity but Toke in East Timor and my personal consultancy clients in France and Asia, Geocean;
14. Four years later DeepGulf purchased for \$100,000 the 2/3 share of Toke that was owned by the two Timorese founders/co-owners.

B. And then DeepGulf sued:

1. DeepGulf claims it 'sent' me to East Timor, although it was on my dime and without a salary;
2. DeepGulf claims in effect that DeepGulf was somehow entitled since inception to 100% of Toke, years before DeepGulf purchased it for \$100,000, although DeepGulf does not provide logical reasoning for its claim;
3. DeepGulf claims in effect that somehow DeepGulf did not know that the Timorese founders/co-owners and initiators owned 2/3 of Toke;
4. However, two years after the contracts, DeepGulf acquired for \$100,000 the 2/3 of Toke owned by the Timorese founders/co-owners which DeepGulf claimed later it did not know owned 2/3 of Toke;
5. DeepGulf claims to have somehow thought that the contracts were between the Timorese Government or Samsung and DeepGulf, although DeepGulf never signed any such contract, had copies of all the original contracts between the Timorese Government or Samsung and Toke, never invoiced the Timorese Government or Samsung, and was never paid any revenue by the Timorese Government or Samsung;

6. Rus Howard is the CFO of DeepGulf, so he should be aware that DeepGulf never received \$14.9 million from the Timorese Government or Samsung;
7. DeepGulf claims in effect that I concealed from DeepGulf that DeepGulf did not own 100% of Toke, although DeepGulf later acquired 2/3 of Toke for \$100,000;
8. Consequently, DeepGulf accuses me of having somehow stolen for myself the Timorese share of income of 49.7% of pre-salary cash flow that was paid to the 66.67% Timorese founders/co-owners, although DeepGulf does not provide logical reasoning for its claim;
9. DeepGulf claims it was somehow entitled since inception to the 66.67% Timorese-owned share, although DeepGulf does not provide logical reasoning for its claim;
10. DeepGulf claims that I must pay DeepGulf personally, out of my own pocket, three times the amount received by the Timorese founders/co-owners, or a total of \$4 million dollars, plus costs, although DeepGulf does not provide logical reasoning for its claim.

One could possibly contend that If anybody should feel discontent with the sharing of monies, it should be the Timorese, not DeepGulf.

C. An opportunity for a screenplay

A writer proposing to a movie producer such an absurd plot would probably be unceremoniously thrown out within a minute.

Respectfully submitted this 16th day of April, 2025

Marc Moszkowski, Pro Se

Email: m.moszkowski@deepgulf.net

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