

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 PRETRIAL STATEMENT
AND NOTICE OF FACTUAL CONTRADICTIONS AND EVIDENTIARY
IMPOSSIBILITIES**

COMES NOW the Defendant, Marc Moszkowski, pro se, and hereby submits this Rebuttal to Plaintiff's Pretrial Statement and Notice of Factual Contradictions and Evidentiary Impossibilities, and states as follows:

I. INTRODUCTION

Plaintiff's Pretrial Statement reiterates, virtually verbatim, the same allegations it has asserted without correction or evidence for over seven years—despite Defendant's exhaustive factual rebuttals, documentary evidence, and sworn declarations. This repetition of disproven, internally inconsistent, and demonstrably fabricated claims indicates not a good-faith

litigation effort, but a calculated strategy of narrative persistence, designed to obscure the absence of truth through sheer redundancy.

That strategy is legally and morally untenable. The accusations are not merely unsubstantiated; they are absurd. They contradict logic, violate evidentiary standards, and collapse under the weight of Plaintiff's own exhibits. Insofar as this Court seeks to conduct a fair proceeding, the claims must be addressed not by volume of assertion but by scrutiny of truth.

II. POINT-BY-POINT REBUTTAL TO SECTION b) "FACTUAL ISSUES TO BE TRIED"

We will use the numbering from Plaintiff's filing:

b) 1. Alleged use of intellectual property for personal benefit

Plaintiff does not define what intellectual property was allegedly misused. At the time of the East Timor contracts, the only active patent was a pipeline installation method, which was never used there, and lapsed because of Plaintiff's negligent carelessness. The opportunity in Timor was developed independently by the local founders of Toke Oil & Gas S.A., who invited Defendant personally based on his expertise. DeepGulf neither developed nor applied any intellectual property in the region.

b) 2. Alleged receipt or misdirection of funds

Plaintiff claims Defendant received funds due to DeepGulf. This is false. The East Timorese directors owned 2/3 of Toke and were entitled to their share of revenues. The funds paid to Defendant—\$345,000—came from their reduced share, not DeepGulf's. Defendant in fact increased the payments for DeepGulf's share from 33.3% to 50.3%, a direct benefit to the Plaintiff.

b) 3. Alleged misrepresentation to government officials and investors

Plaintiff's own evidence in its own Complaint shows that its Chairman, Rus Howard, authored the Private Placement Memorandum (PPM) and personally inserted consolidated financials of DeepGulf and Toke for 2010–2011, while admitting in other Counts that Toke was not owned by DeepGulf during that period. If there was misrepresentation, it was authored by Plaintiff—not Defendant.

b) 4. Alleged false claim of ownership over Toke Oil & Gas S.A.

Toke Oil & Gas S.A. was not founded by DeepGulf or its principals. It was founded by two East Timorese nationals with dual Timorese-Australian citizenship—individuals who were highly connected in Timor's post-independence political structure and whose personal credibility and local

authority were essential to the formation of the company and to securing any governmental contracts. These two individuals invited Defendant personally—based on his reputation, technical expertise, and published intellectual work in pipeline technology—to become a one-third shareholder and its President Director General and to help lead technical negotiations with international partners.

This offer was made to the Defendant, not to DeepGulf, and the East Timorese co-founders were fully aware that DeepGulf was, at the time, a defunct shell: a two-person company with zero operating capital and no infrastructure. Had the Defendant attempted to substitute DeepGulf as the party to the opportunity, it is almost certain that the offer would have been withdrawn, owing to the reputation of American corporations' and individuals' litigiousness of. In fact, the co-founders' explicit interest was not in any U.S. corporate affiliation but in Defendant's personal know-how and international technical experience. Their trust was placed in him, not in a distant, unknown U.S. entity.

Further, Toke was a Timorese legal entity, registered locally and governed by Timorese law. Plaintiff has provided no documentation showing that DeepGulf would have been entitled in 2007-2008 to become a valid

ownership of shares without governmental authorization and a steep contribution in capital, personnel, or legal presence.

Also, as described repeatedly by Defendant over the course of the past seven years—and in particular in *Defendant's First Affidavit filed on January 21, 2025*—East Timor was in a state of turmoil at the time, verging on the civil war. To directly involve DeepGulf—a baby corporation on life support propped up solely by Defendant's unpaid labor and personal funds, while Plaintiff Howard was still attempting to raise initial capital— would have been recklessly irresponsible. This was mere weeks after a coordinated double assassination attempt on both the President and the Prime Minister, during which the President sustained two gunshot wounds to the chest and one to the abdomen. He was subsequently airlifted to the Royal Darwin Hospital in Australia, where he remained hospitalized for over two months.

Because Defendant is a responsible individual, he undertook the risks of operating in East Timor personally. He accepted a one-third equity share in Toke Oil & Gas, S.A. in his own name, but kept it for the benefit of DeepGulf—ultimately ensuring that DeepGulf received over half of the net

project cash flow, despite having contributed nothing to the venture in terms of capital, or risk.

b) 5. Alleged concealment of financials

As previously noted, Defendant supplied thousands of emails and maintained a file transfer protocol (FTP) server to share large documents—including all contracts between Toke and its clients and main suppliers—at a time when email capacity in East Timor was severely limited.

The more fundamental flaw in Plaintiff's argument, however, is its persistent presumption that Toke's operations were DeepGulf's by right. That is false—both legally and factually.

Toke was never a subsidiary of DeepGulf. It was an independent venture. The projects in East Timor were not undertaken for DeepGulf's benefit—they were the enterprise of Toke, whose two-thirds ownership by local co-founders was always respected by Defendant. Plaintiff's assertion that DeepGulf had a right to unilateral access or control over Toke's contracts rests on a false assumption: that DeepGulf created the opportunity or held majority ownership. It did neither.

Indeed, the entire project hinged on the political capital of the local co-

founders—one of whom was a resistance leader in the independence war and had direct access to the President, Prime Minister, Speaker of the House, and Petroleum Minister. These relationships opened the doors to multi-ministerial contracts totaling over \$14.9 million.

In parallel, the project's credibility and execution depended on Defendant's personal qualifications: his technical expertise in subsea engineering (including patented work), his extensive nautical experience, and his ability to negotiate with international partners.

To suggest that DeepGulf—a two-person shell company with no capital, no staff, and no international reputation—could have independently walked into the *Palácio do Governo de Timor-Leste* and secured these contracts is not merely unproven. It is implausible to the point of farce.

b) 6. Alleged misuse of funds and improper payments

The financial record, which Plaintiff continues to ignore, shows that not only did Defendant **not** misappropriate funds from DeepGulf—he actually **caused DeepGulf to receive significantly more than its rightful share** under the presumed ownership structure. Meanwhile, the two Timorese founders of Toke received **less** than their entitled share.

Let the numbers speak plainly:

- **Total net cash flow generated by Toke:**

\$2,622,933.67

- **DeepGulf's contractual share (based on 1/3 ownership):**

$33.33\% \times \$2,622,933.67 = \$874,311.22$

- **Actual cash flow paid to DeepGulf (via Defendant):**

\$1,318,169.45 (primary transfers)

+ \$139,445.00 (additional assignment)

= \$1,457,614.45

➡ **Overpayment to DeepGulf relative to its share:**

$\$1,457,614.45 - \$874,311.22 = \$583,303.23$

Meanwhile:

- **Timorese directors' collective share (2/3 of total):**

$66.66\% \times \$2,622,933.67 = \$1,748,622.45$

- **Actual cash flow received by Timorese directors:**

\$959,764.22 (disbursed share)

+ \$345,000.00 (generous contribution wired to Defendant to help pay personal back taxes)

= \$1,304,764.22

➡Underpayment to Timorese directors relative to their share:

\$1,748,622.45 – \$1,304,764.22 = \$443,858.23

In short:

- DeepGulf received **more than 50%** of all proceeds, while being entitled to only **33.33%**.
- The actual founders of Toke, who held 66.66%, received only **49.7%** of proceeds.
- These overpayments to DeepGulf were personally facilitated by Defendant.
- The \$345,000 wired to Defendant was not *embezzled*, but a **personal and voluntary contribution** from Director Ximenes, from his own reduced and undisputed share— to help Defendant meet unpaid French tax obligations resulting from DeepGulf's multi-year failure to pay promised salary.

No rational observer—let alone a court—could plausibly classify these actions as “misuse” or “misappropriation.” They are the very definition of equitable conduct, performed at personal cost and to DeepGulf’s disproportionate benefit.

b) 7. Alleged withholding of electronic data or websites

Plaintiff has not identified any document it is missing. The domains were registered long before the litigation, used for both personal and professional email by Defendant, and renewed at his expense. Plaintiff’s theory of damages based on domain name retention is legally baseless and economically absurd.

III. RESPONSE TO SECTION c) “DEFENDANT’S ACTIONS AT ISSUE”

c) 1. Alleged creation of Toke and unauthorized appointments

Plaintiff’s claim that Defendant “created” Toke Oil & Gas S.A. in the name of DeepGulf demonstrates a profound misunderstanding of both legal formation and geopolitical context.

Defendant did not establish Toke—he was invited into it. The founders were local leaders with strong political credentials and intimate knowledge of governmental processes. They had cultivated the opportunity independently and were prepared to reject any partnership that would

expose them to unnecessary foreign entanglement. The only reason Defendant was invited was because he had the technical credibility to represent their interests with international contractors and to negotiate complex infrastructure work, including with South Korean conglomerates like Samsung, STX, GS Caltex, and Kogas.

The claim that DeepGulf had or could have had independent standing in East Timor is beyond fanciful. There is no conceivable scenario in which DeepGulf, an unknown and unfunded foreign company, could have approached the Timorese government or a consortium of Asian energy giants and obtained \$15 million in contracts. Those contracts were awarded due to:

- The personal standing of the East Timorese co-founders;
- The government's confidence in their leadership;
- Defendant's technical expertise and professional presentation;
- And, importantly, not because of bribes, but despite Defendant's flat refusal to pay bribes ¹.

¹ In 2010, two years after the initial formation of Toke, Defendant refused to pay a \$20,000 "loan" demanded by an official who would later become Minister for Petroleum—an individual whose retaliation subsequently caused significant complications, and who was later dismissed along with his close associates. When

None of these elements involved DeepGulf directly. At the time, the company was inoperative, having failed to pay Defendant his salary for years. Defendant's participation was effectively subsidized out of his own pocket.

The notion that he acted as a rogue agent betrays an ignorance of the facts and the operational realities of doing business in Southeast Asia.

c) 2. Alleged harm from computer and domain name control

Defendant uses a personal laptop acquired with private funds. Plaintiff has shown no opportunity hindered by lack of access to domains, and cannot identify any proprietary project it was pursuing during the 2012–2025 period when Defendant maintained the domains. DeepGulf has not operated commercially in over a decade.

c) 3. Alleged false information in PPM

As noted above, the PPM was authored entirely by Rus Howard, who inserted the financials of a foreign company not owned by DeepGulf.

Defendant informed Plaintiff's Chairman, Rustin Howard, of this refusal during a telephone call from Melbourne (South Australia) on September 22, 2010, Howard expressed disapproval. The DeepGulf Board of Directors later reproached Defendant in no uncertain terms for having alienated not only this official but several other senior figures by name—individuals who, incidentally, were all later unceremoniously dismissed, not a single one surviving the ensuing purge.

Defendant's data was accurate; it was Howard's misuse of it that was deceptive. There is no evidence Defendant misrepresented anything.

IV. CONCERN REGARDING SECTION d) "EXHIBITS"

Plaintiff lists 79 "possible exhibits" without indicating which it intends to introduce. Defendant cannot adequately prepare rebuttals without such identification. This tactic appears intended to overwhelm the record and should be barred. Moreover, **Exhibits 5, 6, 8, and 9** are provably forged, as shown in numerous prior filings.

V. REBUTTAL TO PLAINTIFF'S STATEMENT OF DAMAGES (SECTION III k)

The \$959,764.22 sum is fictional, arising from the baseless premise that DeepGulf owned 100% of Toke. It did not. The revenue split was generous to DeepGulf. Without Defendant's personal relationships and technical contribution, no revenue would have existed. The damages claim ignores every factual and legal context surrounding the project.

Plaintiff asserts that it is owed \$959,764.22 allegedly "diverted" from proceeds generated in Timor. This claim is wholly unfounded—both factually and mathematically. Plaintiff DeepGulf, Inc. was never entitled to

such a sum. In fact, it received **significantly more than its contractual share**, thanks to Defendant's own efforts and discretion.

To summarize the actual distribution:

- **Total net cash flow:** \$2,622,933.67
- **DeepGulf's theoretical share (33.33%):** \$874,311.22
- **Amount actually paid to DeepGulf by Toke:** \$1,318,169.45
→ **Overpayment:** \$443,858.23

By contrast:

- **Timorese directors' theoretical share (66.66%):** \$1,748,622.45
- **Amount actually received by them:** \$1,304,764.22
→ **Underpayment:** \$443,858.23

The supposed diversion was in reality a **reduced payment** to the rightful majority owners of the venture. Moreover, the \$345,000 wired to Defendant by Director Ximenes was not part of DeepGulf's share but was **voluntarily transferred from Ximenes's own share** to help cover French tax liabilities caused by DeepGulf's years-long failure to pay Defendant his contractual salary.

Plaintiff's damage claim is not merely wrong—it **inverts the reality** of the financial record. It demands restitution for funds it was never owed, while ignoring the fact that it was **enriched beyond its contractual entitlement**, at the expense of the true founders and majority owners of the project.

VII. CONTEXTUAL BACKGROUND: LEGAL, POLITICAL, AND STRUCTURAL IMPOSSIBILITY OF PLAINTIFF'S THEORY

Plaintiff's repeated assertions that DeepGulf, Inc. "owned" or "created" Toke Oil & Gas S.A., or that it was "entitled" to 100% of revenue generated in Timor, reflect a fundamental misunderstanding—or deliberate misrepresentation—of the geopolitical, legal, and logistical circumstances under which the company operated.

Toke Oil & Gas S.A. was founded not by DeepGulf, but by two Timorese-Australian citizens—Mr. Ximenes and Mr. Favaro—who had deep-rooted political and logistical access to the upper echelons of the Timorese government. Mr. Ximenes, a former freedom fighter during the independence war, held longstanding relationships with the President, Prime Minister, Petroleum Minister, and Speaker of the House. It was through their networks and strategic acumen that high-level government meetings were arranged and contracts negotiated. DeepGulf, at the time,

was a **two-man U.S. corporation with zero capital, no visibility in Asia, and no capacity to secure such deals independently.**

Contrary to Plaintiff's insinuations, **Defendant did not "form" Toke Oil & Gas S.A.** Rather, Defendant was **invited personally** to join the company and offered a 1/3 ownership stake due to his technical expertise and intellectual contributions, including a patented subsea pipeline technology that had caught the attention of East Timorese officials. The remaining 2/3 of the company were—and always remained—privately owned by its Australian/Timorese founders. The notion that these founders, after investing years in cultivating political alliances and structuring complex government relations, would cede full ownership to an unknown U.S. firm with no resources is not only **implausible**, but **logically preposterous**.

Indeed, Plaintiff's own chairman, Rus Howard, did not begin raising capital until **after** the first contract was signed in Timor. Until that point, DeepGulf had not paid Defendant a salary in over three years, despite repeated written guarantees. Defendant personally funded corporate activities during that time, covering international travel, business development, and initial groundwork out of pocket.

Moreover, the government contracts ultimately secured—totaling \$15 million in value—were not limited to Timorese ministries. They also involved **a consortium of 10 South Korean chaebols**, including Samsung, STX, Kogas, and GS Caltex. The idea that such entities would sign onto a project created and managed solely by a dormant two-person U.S. corporation with no local presence and no capital is not only **fictional**, it insults the intelligence of any reader with real-world business experience.

In short, the **entire premise of Plaintiff's damages theory is built on a fantasy**: that DeepGulf, having neither local legitimacy, political relationships, nor funding, somehow "owned" an international venture engineered by others. What it received—more than its fair share—was due solely to Defendant's personal integrity and goodwill. Plaintiff's attempt to convert that goodwill into a liability is not just abusive—it is delusional.

VIII. RELIEF REQUESTED

Defendant requests:

1. That the Court strike or limit use of unidentified exhibits at trial.
2. That Plaintiff be ordered to specify the intellectual property at issue.
3. That the Court take judicial notice of prior findings and filings showing Plaintiff's misstatements.

4. That sanctions be considered for persistent abuse of process.
5. That the Court ensure equal protection and fair access to rebuttal for Defendant, who cannot appear in person.

IX. CONSTITUTIONAL OBJECTIONS

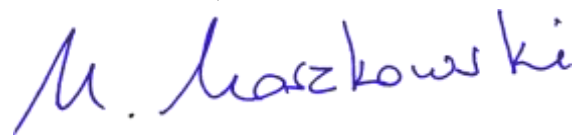
The continued exclusion of Defendant's detailed responses from consideration, alongside the persistent reliance by Plaintiff on internally inconsistent and previously disproven claims, constitutes a denial of due process, equal protection, and the fundamental right to be heard. Defendant reiterates his objection to any trial outcome in which his filings are not substantively reviewed.

CONCLUSION:

For the foregoing reasons, and in the interest of fundamental fairness, Defendant respectfully urges the Court to reject Plaintiff's Pretrial Statement as fatally defective in both substance and integrity, and to give full and equal weight to Defendant's extensive and substantiated record, presented despite procedural and physical barriers.

Respectfully submitted on this 8th day of June, 2025.

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CERTIFICATE OF SERVICE

I hereby certify that, on this 8th day of June, 2025, a copy of this Response has been furnished to Braden K. Ball, Jr., attorney for the plaintiffs, via the Florida Courts E-Filing Portal, as required by Florida Rule of Judicial Administration 2.516.

