

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

**DEEPGULF, INC. and  
TOKE OIL AND GAS, S.A.,**

**Plaintiffs,**

**Case No.: 2018 CA 000543**

**vs.**

**Division:**

**MARC M. MOSZKOWSKI,**

**Defendant.**

\_\_\_\_\_ /

**PLAINTIFFS' PRETRIAL STATEMENT**

Pursuant to the Order for Pretrial Conference entered in this action on April 10, 2025, the following is submitted. Since Defendant has not complied with the Court's order regarding mediation and has repeatedly in pleadings asserted that he will not attend the Pretrial Conference or the final hearing, this memorandum only states the Plaintiffs' case and the undersigned believes that several of the required sections are, therefore, rendered unnecessary. Further, the Exhibit list is uncertain, as many of the Exhibits would be used to rebut arguments made by Defendant:

**a) the basis of jurisdiction:**

The amount in controversy exceeds \$50,000.00.

**b) a concise statement of the nature of the action:**

1. Defendant breached a non-competition agreement with DeepGulf, Inc. when he utilized intellectual property for his own use and benefit.
2. Defendant converted and / or was guilty of civil theft when he received funds rightfully due to DeepGulf, Inc. and took them for his own benefit and had funds paid to two other directors of Toke Oil and Gas, S.A.
3. Defendant misrepresented information that only he had knowledge of and provided that information to an officer in DeepGulf, Inc., who utilized that information in putting together a Private Placement Memorandum.

4. Plaintiffs need a declaration as to the ownership of Toke Oil & Gas, S.A. and that it is owned solely by DeepGulf, Inc. in spite of statements by the Defendant to the contrary.
5. Defendant, as the one with the sole knowledge as to financial information related to projects that were for the benefit of DeepGulf, Inc. through Toke Oil and Gas, S.A. should account to Plaintiffs for the activities of Toke Oil and Gas, S.A.
6. Defendant breached the non-competition agreement when he was paid \$345,000 for projects that were to be solely those of DeepGulf, Inc. and caused funds to be paid to two other directors of Toke Oil and Gas, S.A.
7. Defendant has exclusive access to multiple websites, electronic data and information that are owned by DeepGulf, Inc. and the court should enjoin Defendant from utilizing such information and should require that he turn over such information to DeepGulf, Inc.

**c) a brief, general statement of Plaintiff's case:**

1. DeepGulf, Inc., of which Defendant is an owner and has been a director and officer, received an opportunity to utilize its pipeline operation in East Timor, a small island country near Australia. DeepGulf, Inc. sent Defendant to East Timor to investigate this opportunity. Defendant established an entity known as Toke Oil and Gas, S.A. to do business in East Timor. Instead of naming DeepGulf, Inc. as the owner of the entity, Defendant named himself. Through the course of several projects, he was paid \$345,000 while being paid his salary with DeepGulf, Inc. This was a violation of his non-compete agreement. He also was complicit in paying two directors of Toke Oil and Gas, S.A. funds that were supposed to be remitted to DeepGulf, Inc. in the total amount of \$959,764.22.

2. In addition to these actions, when Defendant left the United States for France, he took a laptop with DeepGulf, Inc.'s electronic information on it, and has exclusive access to various websites utilized by DeepGulf. This has hamstrung the Corporation in pursuing other opportunities which may be available.
3. Subsequent to the activities in East Timor, Plaintiff put together a Private Placement Memorandum ("PPM") to raise funds for other investors to invest in DeepGulf, Inc. Rustin Howard, the draftsman of the PPM was provided false information by Defendant to create the PPM which led to false information being provided to prospective investors and DeepGulf, Inc. has not been able to conduct fundraising.

**d) a list of possible Exhibits:**

1. Noncompetition, Nondisclosure, and Developments Agreement dated September 15, 2005.
2. Letter from Defendant to Shareholders dated December 12, 2017
3. Civil Theft letter to Defendant dated January 31, 2018 #1
4. Civil Theft letter to Defendant dated January 31, 2018 #2
5. DeepGulf Board Meeting Minutes February 4, 2008.
6. Executive Order on Salaries September 28, 2012.
7. Email from Defendant to William Lott December 5, 2017.
8. Minutes of Special Meeting of DeepGulf, Inc. Board of Directors, dated 1/15/2016.
9. Executive Order on Salaries dated September 28, 2012
10. Letter from DeepGulf, Inc. President to Shareholders dated 12/22/2017.
11. Letter from Marc Moszkowski to Shareholders dated 1/8/2018.
12. DeepGulf, Inc. W2s for Marc Moszkowski for the years 2014, 2011, 2010, 2009 and 2008.
13. DeepGulf, Inc. paystubs for Marc Moszkowski dated 12/3/2012, 1/3/2013, 2/1/2013, 3/1/2013.
14. DeepGulf, Inc. Tax Returns for the years, 2013, 2014, 2015, 2016, 2017 and 2018.
15. Marc Moszkowski's deposition transcript dated July 17, 2019
16. Marc Moszkowski's deposition transcript dated October 21, 2019

17. William Lott's deposition transcript dated July 31, 2019.
18. Private Placement Memorandum
19. Email thread dated March 31, 2017 through April 10, 2017 entitled credit card change.
20. Email thread dated October 13, 2016 and October 17, 2016 entitled Finance Committee of the Board.
21. Email thread between Marc Moszkowski and Rus Howard dated September 8, 2016 entitled Lastrapes.
22. Email threads between Marc Moszkowski and Rus Howard dated February 25, 2016 entitled DeepGulf Business Divisions and Corporate Structure.
23. Email threads between Marc Moszkowski and Rus Howard dated February 22, 2016 through February 25, 2016 entitled PPM.
24. Email thread between Marc Moszkowski and Rus Howard dated February 22, 2016 entitled IPO Process.
25. Email thread between Marc Moszkowski, Rus Howard and Bryan Lastrapes dated February 1, 2016 and February 12, 2016 entitled DeepGulf Business Divisions and Corporate Structure.
26. Email threads between Marc Moszkowski and Rus Howard dated February 10, 2016 through February 11, 2016 entitled PPM.
27. Email from Marc Moszkowski to Tom McMillan, Bill Lot and Rus Howard dated January 12, 2016 entitled Director Meeting 160114.
28. Email threads from Marc Moszkowski to DeepGulf Directors dates January 12, 2016 entitled DeepGulf Board Meeting.
29. Email threads (3) between Marc Moszkowski and Rus Howard dated January 6, 2016 through January 11, 2016 entitled Trip to Korea Postponed.
30. Email thread between Marc Moszkowski and Rus Howard dated December 1, 2015 entitled PPM Section on History.
31. Email thread between Marc Moszkowski and Rus Howard dated October 12, 2015 through October 16, 2015 entitled DeepGulf Responsibilities.
32. Email from Marc Moszkowski to Stevan Davis and Rus Howard dated October 8, 2015 entitled DeepGulf/C-GAS.
33. Email thread from Marc Moszkowski to Bryan Lastrapes, Rodney Lewis and Rus Howard dated September 23, 2015 entitled Meeting.

34. Email from Marc Moszkowski to Kevin Voelte, Bryan Lastrapes and Rus Howard dated September 5, 2015 entitled Who DeepGulf is and what it represents.
35. Email thread between Marc Moszkowski, Rodney Lewis and Rus Howard date October 30, 2012 entitled Vicente Maubocy on Greater Sunrise and the The Timor Sea Treaty.
36. Email thread between Rodney Lewis, Hamish McDonald and Rus Howard dated October 21, 2012 entitled RECENT DEVELOPMENTS - TIMOR & SUNRISE - THE END OF CMATS?
37. Email from Marc Moszkowski to Rodney Lewis and Rus Howard dated October 20, 2012 entitled Vince paper 121011-en-1.docx, Vince paper 121016-en-1.docx, Vince paper 121002-en-1.doc.
38. Email from Marc Moszkowski to Rodney Lewis and Rus Howard dated October 20, 2012 entitled Vince paper 121011-en.docx, Vince paper 121002-en.docx, Vince paper 121016-en.docx.
39. Email from Marc Moszkowski to Rodney Lewis and Rus Howard dated October 21, 2012 entitled Vince paper 121011-en-2.docx, Vince paper 121002-en-2.docx, Vince paper 121016-en-2.docx.
40. Email thread between Rodney Lewis, Marc Moszkowski and Rus Howard dated October 20, 2012 entitled RECENT DEVELOPMENTS - TIMOR & SUNRISE - OFF THE RECORD BACKGROUND.
41. Email from Marc Moszkowski to Rodney Lewis and Rus Howard dated October 20, 2012 entitled New translations.
42. Email threads from Marc Moszkowski to Rodney Lewis and Rus Howard dated October 19, 2012 and October 20, 2012 entitled Translation of 3rd article.
43. Email from Marc Moszkowski to Rodney Lewis and Rus Howard dated October 17, 2012 entitled Paper translations.
44. Email from Marc Moszkowski to Rodney Lewis and Rus Howard dated October 17, 2012 entitled Diario 121017-a.JPG, Diario 121017-b1.jpg.
45. Email from Marc Moszkowski to Rodney Lewis and Rus Howard dated October 16, 2012 entitled Third paper.
46. Email from Marc Moszkowski to Rodney Lewis and Rus Howard dated October 12, 2012 entitled Survey.
47. Email from Marc Moszkowski to Rodney Lewis and Rus Howard dated October 10, 2012 entitled Diario 121011.jpg.

48. Email from Marc Moszkowski to Rodney Lewis and Rus Howard dated October 9, 2012 entitled PETROLEUM FUND - AVAILABLE TO JUDGMENT CREDITORS.
49. Email thread between Marc Moszkowski, Mr. Fergin, Jeffrey Borenstein, Rus Howard and Rodney Lewis dated October 5, 2012 through October 8, 2012 entitled Meeting of October 4<sup>th</sup>.
50. Email threads between Marc Moszkowski, Rodney Lewis and Rus Howard dated October 8, 2012 through October 9, 2012 entitled Next Article.
51. Email thread between Marc Moszkowski, Rodney Lewis and Rus Howard dated October 8, 2012 entitled Renewal of the Plan.
52. Email threads between Marc Moszkowski, Rodney Lewis and Rus Howard dated October 5, 2012 through October 6, 2012 entitled TM.
53. Email from Marc Moszkowski to Rodney Lewis and Rus Howard dated October 3, 2012 entitled Paper.
54. Email thread between Marc Moszkowski and Rus Howard dated September 11, 2012 entitled wire.
55. Email thread between Marc Moszkowski and Rus Howard dated May 16, 2013 through May 17, 2013 entitled Views.
56. Timor Sea Treaty document dated October 11, 2012 by Vicente Maubocy.
57. The Taci Mane Project Will Bring Financial Disaster to the State of East Timor document dated October 17, 2012 by Vicente Maubocy.
58. How Alfredo Pires Sabotages a \$400 Million Gas Investment Project For "Electricity of Timor-Leste" document dated October 2, 2012 by Vicente Maubocy.
59. US Department of Justice, Immigration and Naturalization Service Notices of Action dated September 8, 2005, June 16, 2008 and May 16, 2011.
60. DeepGulf letter to US Citizenship and Immigration Services dated February 3, 2011.
61. DeepGulf Board Meeting Minutes dated October 3, 2008.
62. DeepGulf story-MG.docx dated 9/23/2015.
63. Timeline.
64. Minutes of DeepGulf, Inc. Board of Directors Meeting dated December 26, 2017.
65. Email from Rus Howard to Marc Moszkowski dated December 26, 2017 entitled Executive Officer.
66. DeepGulf, Inc. Income Tax Summary for 2005.
67. DeepGulf, Inc. Income Tax Summary for 2006.

68. DeepGulf, Inc. Income Tax Summary for 2007.
69. DeepGulf, Inc. Income Tax Summary for 2008.
70. DeepGulf, Inc. Income Tax Summary for 2009.
71. DeepGulf, Inc. Income Tax Summary for 2010.
72. DeepGulf, Inc. Income Tax Summary for 2011.
73. DeepGulf, Inc. Income Tax Summary for 2012.
74. DeepGulf, Inc. Income Tax Summary for 2013.
75. DeepGulf, Inc. Income Tax Summary for 2014.
76. DeepGulf, Inc. Income Tax Summary for 2015.
77. DeepGulf, Inc. Income Tax Summary for 2016.
78. DeepGulf, Inc. Income Tax Summary for 2017.
79. DeepGulf, Inc. Income Tax Summary for 2018.

**e) a list of Witnesses**

Rustin Howard  
c/o Braden K. Ball, Jr.  
40 South Palafox Place  
Pensacola, Florida 32503

Mr. Howard will testify about all of the events supporting each and every one of the claims brought by Plaintiffs against Defendant

Thomas Johnson  
3520 Hopewell Road  
Pensacola, Florida 32503

Mr. Johnson will testify about all of the events supporting each and every one of the claims brought by Plaintiffs against Defendant.

- f) A concise list of those facts which are admitted.** None at this time.
- g) A concise list of those issues of law of which there is agreement.** None at this time.
- h) A concise statement of those issues of fact which remain to be litigated.** All facts referred to in Section (b) and (c) of this memorandum.
- i) A concise statement of those issues of law which remain to be litigated.** Whether the facts as presented prove the elements of each claim made by Plaintiffs.

- j) **A concise statement of application of any disagreement as to the application of rules of evidence or the Florida Rules of Civil Procedure.** None.
- k) **A concise statement of the damages claimed.** DeepGulf, Inc. has been damaged by Defendant's actions taking payment of \$345,000 for work down on various projects in East Timor when working on behalf of DeepGulf, Inc. DeepGulf, Inc. has also been damaged in the amount of \$959,764.22 for amounts that were paid to outsiders of DeepGulf, Inc. for these projects that were not approved or authorized by DeepGulf, Inc. These actions also constitute civil theft, whereby treble damages and attorneys fees are provided for.
- l) **Settlement Authority on behalf of clients.** Rustin Howard is the party with settlement authority. Defendant refused to pay for the mediation conference as required by the Court and, therefore, to participate therein.
- m) **Trial Counsel.** Braden K. Ball, Jr.
- n) **A list of Motions which require action.** The order to Show cause why Defendant should not be held in contempt of court for failure to appear at mediation as stated in the Order to Appear for Mediation or Order to Show Cause dated April 17, 2025.



---

**BRADEN K. BALL, JR.**

Florida Bar No. 89000

LITVAK BEASLEY WILSON & BALL, LLP

40 Palafox Place, Suite 300

Pensacola, Florida 32502

Telephone: (850) 432-9818

Facsimile: (850) 432-9830

Attorneys for Plaintiffs

Primary E-mail: [braden@lawpensacola.com](mailto:braden@lawpensacola.com)

Secondary E-mail: [mandrews@lawpensacola.com](mailto:mandrews@lawpensacola.com)



**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I have on this 6<sup>th</sup> day of June, 2025, a copy of the foregoing has been furnished to the Defendant, Marc M. Moszkowski, Le Verdos, 83300 Chateaudouble, France ([m.moszkowski@deepgulf.net](mailto:m.moszkowski@deepgulf.net)) via the Court's E-filing system.



**BRADEN K. BALL, JR.**

Florida Bar No. 89000

LITVAK BEASLEY WILSON & BALL, LLP

40 Palafox Place, Suite 300

Pensacola, Florida 32502

Telephone: (850) 432-9818

Facsimile: (850) 432-9830

Attorneys for Plaintiffs

Primary E-mail: [braden@lawpensacola.com](mailto:braden@lawpensacola.com)

Secondary E-mail: [mandrews@lawpensacola.com](mailto:mandrews@lawpensacola.com)