

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 MOTION TO ENFORCE BY-LAWS AND FOR RELIEF
FROM MEDIATION COSTS**

COMES NOW, Defendant Marc Moszkowski, Pro-Se, and respectfully moves this Honorable Court to enforce the Plaintiff corporation's By-Laws requiring payment of the Defendant's legal expenses, and to grant relief from the mediation costs. In support thereof, Defendant states as follows:

I. BACKGROUND

1. Plaintiff has brought this lawsuit against Defendant, who is a major shareholder and former officer of the Plaintiff Corporation.

2. Plaintiff's corporate By-Laws expressly obligate the corporation to pay for the legal expenses of officers and directors in legal proceedings concerning corporate matters (see **Exhibit "O"**).
3. Defendant has repeatedly requested compliance with these By-Laws, but Plaintiff has consistently evaded its obligations.

II. FINANCIAL HARDSHIP

1. Defendant is currently near destitute, with no means to pay for the significant costs associated with mediation (see **Exhibit "AC"**).
2. The minimum proposed cost of mediation per party is \$900, which represents approximately one full month of Defendant's income and five months of his food and groceries supply.
3. Requiring Defendant to bear these costs would be unduly burdensome and contrary to the interests of justice.

III. LEGAL BASIS

1. Florida courts recognize the equitable principle that corporate obligations, including indemnification provisions in By-Laws, must be upheld. See Fla. Stat. § 607.0850.

2. Defendant respectfully requests that the Court enforce the Plaintiff Corporation's By-Laws and compel the Plaintiff to pay for Defendant's legal expenses, including mediation costs.
3. As a temporary measure, and without prejudicing 2. above, Defendant requests that the Court waive the mediation costs or shift the costs to the Plaintiff.

IV. CONCLUSION

WHEREFORE, Defendant respectfully requests that this Court:

1. Enforce the Plaintiff corporation's By-Laws and order Plaintiff to pay Defendant's legal expenses, including mediation costs.
2. Alternatively, and without prejudicing A. above, waive or shift the costs of mediation, and
3. Grant such other and further relief as the Court deems just and proper.

Attached as **Exhibit "AC"** is Defendant's sworn Affidavit of Financial Status, demonstrating his inability to pay the costs of mediation.

Respectfully submitted this 26th day of March, 2025

Marc Moszkowski, Pro Se
Email: m.moszkowski@deepgulf.net
Phone: +1(850)316 8462
Le Verdos
83300 Châteaudouble, France

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

CERTIFICATE OF SERVICE

I hereby certify that, on this 26th 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, reading "M. Moszkowski". The signature is written in a cursive, flowing style.

EXHIBIT

0

The
Minutes
and
By Laws
OF THE MEETINGS
OF
DEEPGULF, INC.

PUBLISHED BY
FLORIDA CORPORATION SUPPLIES
"48 Hour Service For The Attorney"
Post Office Box 2087
Hollywood, Florida

BYLAWS
OF
DEEPGULF, INC.

ARTICLE I

Offices

- Section 1. Registered Office. The registered office of the Corporation within the State of Florida shall be at 700 South Palafox, Suite 220, Pensacola, Florida 32502.
- Section 2. Other Offices. The corporation may also have an office or offices other than said registered office at such place or places, either within or without the State of Florida, as the Board of Directors shall from time to time determine or the business of the Corporation may require.

ARTICLE II

Meetings of Shareholders

- Section 1. Time and Place. All meetings of the shareholders for the election of directors and all special meetings of shareholders for that or for any other purpose shall be held at such time and place within or without the State of Florida as shall be stated in the notice of the meeting, or in a duly executed waiver of notice thereof.
- Section 2. Annual Meeting. The annual meeting of shareholders shall be held on such day and at such hour as may be fixed by the Board of Directors. Such meetings shall be for the election of directors and the transaction of such other business as may come before them.
- Section 3. Notice of Annual Meeting. Written notice of the date, place, and hour of the meeting shall be given personally or by mail to each shareholder entitled to vote thereat, not less than ten (10) nor more than sixty (60) days before the date of the meeting.
- Section 4. Special Meetings. Special meetings of shareholders for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the CEO or the Board of Directors and shall be called by the CEO or the Secretary upon the request in writing of a majority of the shareholders. Such request shall state the purpose or purposes of the proposed meeting.

law adopted by the Board may be amended or repealed by vote of the holders of share entitled at the time to vote for the election of directors.

Section 2. Amendment Affecting Election of Directors, Notice. If any by-law regulating an impending election of Directors is adopted, amended or repealed by the Board, there shall be set forth in the notice of the next meeting of shareholders for the election of Directors the by-law so adopted, amended or repealed, together with a concise statement of the changes made.

ARTICLE XI

Indemnification

Section 1. Indemnification.

- (a) To the full extent authorized or permitted by the provisions of the Florida Business Corporation Act, or by any amendment thereof or other statutory provisions authorizing or permitting such indemnification adopted after the date hereof, and subject only to the exclusions set forth in Section 1(b) below, **the Corporation shall hold harmless and indemnify any person, his testator or intestate against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees and costs of investigation, actually and reasonably incurred in any action or proceeding or any appeal therein in which that person is made or threatened to be made a party** (including an action, proceeding or appeal therefrom by or in the right of the corporation to procure a judgment in its favor) whether civil, criminal or investigatory, including an action by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise, which that person served in any capacity at the request of the Corporation, **by reason of the fact that he was a director or officer of the Corporation** or served such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity.
- (b) **No indemnification shall be made to or on behalf of any person if a judgment or other final adjudication adverse to that person establishes that** his acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that he personally gained in fact a financial profit or other advantage to which he was not legally entitled. Furthermore, no indemnification pursuant to Section 1 hereof shall be made by the Corporation (i) if a final decision by a court having jurisdiction in the matter shall determine that such indemnification is not lawful, (ii) on account of any suit in which judgment is rendered against such person

for an accounting of profits made from the purchase or sale by the person of securities of the Corporation pursuant to the provisions of Section 16(b) of the Securities Exchange Act of 1934 and amendments thereto or similar provisions of any Federal, state or local statutory law, or (iii) with respect to any proceeding or settlement not authorized or consented to by the Corporation.

Section 2. Continuation of Indemnity. All agreements and obligations of the Corporation pursuant to this Article shall continue during the period the person is a director or officer of the Corporation (or serves any other corporation, partnership joint venture, trust, employee benefit plan or other enterprise in any capacity at the request of the Corporation) and shall continue thereafter so long as the person shall be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, criminal or investigative, by reason of the fact that the person was a director or officer of the corporation or serving in any other capacity referred to herein.

Section 3. Notification and Defense of Claim. Promptly after receipt of notice of the commencement of any action, suit or proceeding, a person seeking indemnification pursuant to this Article shall notify the Corporation of the commencement thereof, but the omission so to notify the Corporation will not relieve it from any liability which it may have to the person otherwise than under this Article. The Corporation will be entitled to participate therein at its own expense in any such action, suit or proceeding as to which the person notifies the Corporation. Except as otherwise provided below, to the extent that it may wish, the Corporation jointly with any other indemnifying party similarly notified will be entitled to assume the defense thereof, with counsel satisfactory to the person seeking indemnification. After notice from the Corporation to that person of its election so to assume the defense thereof, the Corporation will not be liable to the person under this Article for any legal or other expenses subsequently incurred by the person in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided below. The person seeking indemnification shall have the right to employ his counsel in such action, suit or proceeding, but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of that person unless (A) the employment of such counsel has been authorized by the Corporation, (B) the person has reasonably concluded that there may be a conflict of interest between the Corporation and that person and the conduct of the defense of such action, or (C) the Corporation shall not in fact have employed counsel to assume the defense of such action. The Corporation shall not be entitled to assume the defense of any action, suit or proceeding brought by or on behalf of the Corporation as to which a person seeking indemnification shall have made the conclusion provided in (B) of the preceding sentence.

Section 4. Advancement and Repayment of Expenses. All expenses reasonably incurred by a person entitled to indemnification under this Article in connection with a

threatened or pending proceeding covered by this Article shall be promptly advanced or reimbursed by the Corporation upon receipt of written demand and an undertaking by that person to reimburse the Corporation for all reasonable expenses paid by the Corporation in defending the proceeding or advanced to the person in accordance with the preceding section in the event and only to the extent that it shall be ultimately determined that the person is not entitled to be indemnified by the Corporation for such expenses under the provisions of the Florida Business Corporation Act, the Corporation's Articles of Incorporation or this Article.

- Section 5. Procedure for Indemnification. The Board of Directors shall make the determinations with respect to indemnification pursuant to Section 1 of this Article in accordance with the requirements of the Florida Business Corporation Act, Section 607.0850, Florida Statutes.
- Section 6. Contractual Article. This Article shall be deemed to constitute a contract between the Corporation and each person who may be entitled to indemnification hereunder, who serves in such capacity at any time this Article is in effect. No repeal or amendment of this Article shall reduce the indemnification of any person pursuant to this Article except with respect to events occurring 30 days thereafter provided that prior written notice of the repeal or amendment is given to that person. No amendment of the Florida Business Corporation Act shall reduce the indemnification under this Article with respect to any event occurring or allegedly occurring prior to the effective date of such repeal or amendment.
- Section 7. Insurance. The Corporation may purchase and maintain insurance to indemnify the Corporation and any person eligible to be indemnified under this Article within the limits permitted by law.
- Section 8. Nonexclusivity. The indemnification provided by this Article shall not be exclusive of any other rights which may be granted by or pursuant to any statute, corporate charter, by-law, resolution of shareholders or directors or agreement. To the full extent permitted by law, the Corporation is authorized to enter into agreement with any such person providing him additional rights to indemnification or advancement of expenses.

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"

MARC MOSZKOWSKI'S AFFIDAVIT OF FINANCIAL STATUS

(all amounts In U.S.\$ at the rate of U.S.\$1.10 per Euro)

	<i>Amounts</i>	<i>Remarks</i>
A. Total income, monthly :	\$962.42	<i>Pensions from 1973-1997 employment</i>
B. Monthly expenses:		
1. Food and groceries:	-\$180.00	<i>Includes home delivery</i>
2. Animal expenses:	-\$65.00	<i>Includes home delivery</i>
3. Electricity:	-\$120.00	<i>for 260 kWh</i>
4. Internet/telephone:	-\$146.01	<i>No cell phone coverage</i>
5. Home insurance:	-\$99.03	<i>Mandatory</i>
6. Health insurance:	-\$124.47	<i>Mandatory</i>
7. Maintenance, upkeep:	-\$125.00	

8. Transportation:	\$0.00	<i>Owens no vehicle</i>
9. Unexpected, miscellaneous:	-\$100.00	
10. Local taxes:	-\$273.63	<i>Cannot be paid</i>
Net income:	-\$270.71	<i>Negative</i>

Notes:

1. As a consequence of the conspiracy between DeepGulf, Inc.'s Rustin Howard and a shareholder to substitute in 2013 a \$50,000 fraudulent loan for a duly owed salary, a lien has been placed on Moszkowski's house for the equivalent of about \$175,000;
2. The amount of the lien increases monthly by nearly twice Moszkowski's income;
3. As a consequence of the lien placed by the shareholder on his house, Moszkowski is prohibited by bank rules from borrowing on the value of his house;
4. As a consequence of the prohibition from borrowing on the value of his house, Moszkowski was unable to retain Counsel for this case;
5. On two prior occasions when Moszkowski had been able to retain Counsel both in U.S. District Court and in French Court, the cases against him had been found in his favor in Summary Judgment, except for one single count which the Defendant thinks was in effect moot;

6. Any balance in excess of \$1,000 on Moszkowski's bank account is seized by the shareholder;
7. Consequently, an amount of about \$2,500, which was the last of Moszkowski's savings, was seized by the shareholder in 2023, and Moszkowski could not pay his local taxes since;
8. As a consequence the Tax Collector has seized Moszkowski's bank account for anything in excess of about \$1,000;
9. The current Federal Poverty Level for a household of one is currently \$15,650 annually, or \$1,304.17 monthly;
10. As per Florida Statutes § 57.082, a person is considered indigent if his or her income is equal to or below 200% of the current federal poverty guidelines, or in this case \$2,608.33 monthly;
11. Defendant's monthly income is \$962.42.

I, Marc Moszkowski, a foreign citizen and foreign resident without access to a Notary Public, declare under penalty of perjury under the laws of the United States of America and to the best of my knowledge and belief that the foregoing is true and correct. (Florida Statutes § 92.525 (2))

Signed, this 26th day of March, 2025

Marc Moszkowski, Pro-Se

Email: m.moszkowski@deepgulf.net

Phone: +1(850)316 8462

Le Verdos

83300 Châteaudouble, France

A handwritten signature in blue ink, appearing to read "M. Moszkowski". The signature is stylized with a large initial "M" and a cursive script for the rest of the name.