

Defendant Pro Se's Response to Documents 116, 117, 118 filed 12/21/2015 in Case 8:15-cv-00011-EAK-TBM

IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

DEC 30 PM 1:21
CLERK OF DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA FLORIDA

Case number: 8:15-cv-00011-EAK-TBM

Response to Docket Documents 116, 117 and 118 in this Case

OXEBRIDGE QUALITY RESOURCES
INTERNATIONAL, LLC, and
CHRISTOPHER PARIS, individually.

Plaintiffs,

Vs.

MARC TIMOTHY SMITH, individually,
and d/b/a/ CAYMAN BUSINESS SYSTEMS

Defendant.

Presiding Judge: Elizabeth A. Kovachevich
Referring Judge: Thomas B. McCoun III
Court: Florida Middle District Court
Office: Tampa Office
County: Hillsborough

Case number: 8:15-cv-00011-EAK-TBM

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Basis of Reasonable Attorney's Fees

1. It is of significance that PARIS-OXEBRIDGE is requesting attorney fees for the "breach of stipulation of injunction" which are about equal to fees for the actual lawsuit, a ludicrous claim.
2. The basis of "reasonable attorney fees" was set in the 16 March 2016 hearing before the Honorable Thomas B. McCoun III, Federal Magistrate Judge as stated in the hearing report {Docket Document 99} on page 33. It is clear that any attorney's fee be related to the Second Breach complaint. OXEBRIDGE-PARIS's attorney has not provided an itemized list of hours directly related to the "second notice of breach", but rather has submitted six (6) attachments to Docket Document 110 with many totally unrelated charges such as:
 - a. "7/17/15 – Received email from client regarding threat on LinkedIn".
Smith has no knowledge of a threat to OXEBRIDGE-PARIS on LinkedIn or elsewhere and it is totally unrelated to the "second breach notification".
 - b. Another is 7/21/15 wherein hours were charged for work on "breach of settlement agreement" which is also totally unrelated to the "breach" complaint.
 - c. Another example is three (3) hours charged for "breach of settlement agreement" on 7/15/15 – It has already been discussed that attorney fees currently being considered are to be limited to those related to the "breach of the stipulation on injunction".
 - d. Charged hours such as those on 7/29/15 to "seal documents" are not relevant here.

3. The Honorable Thomas B. McCoun III's Report

4. SMITH agrees with 95% of the Honorable Thomas B. McCoun III, Federal Magistrate Judge's Report (Docket Document 99) with the exceptions cited in

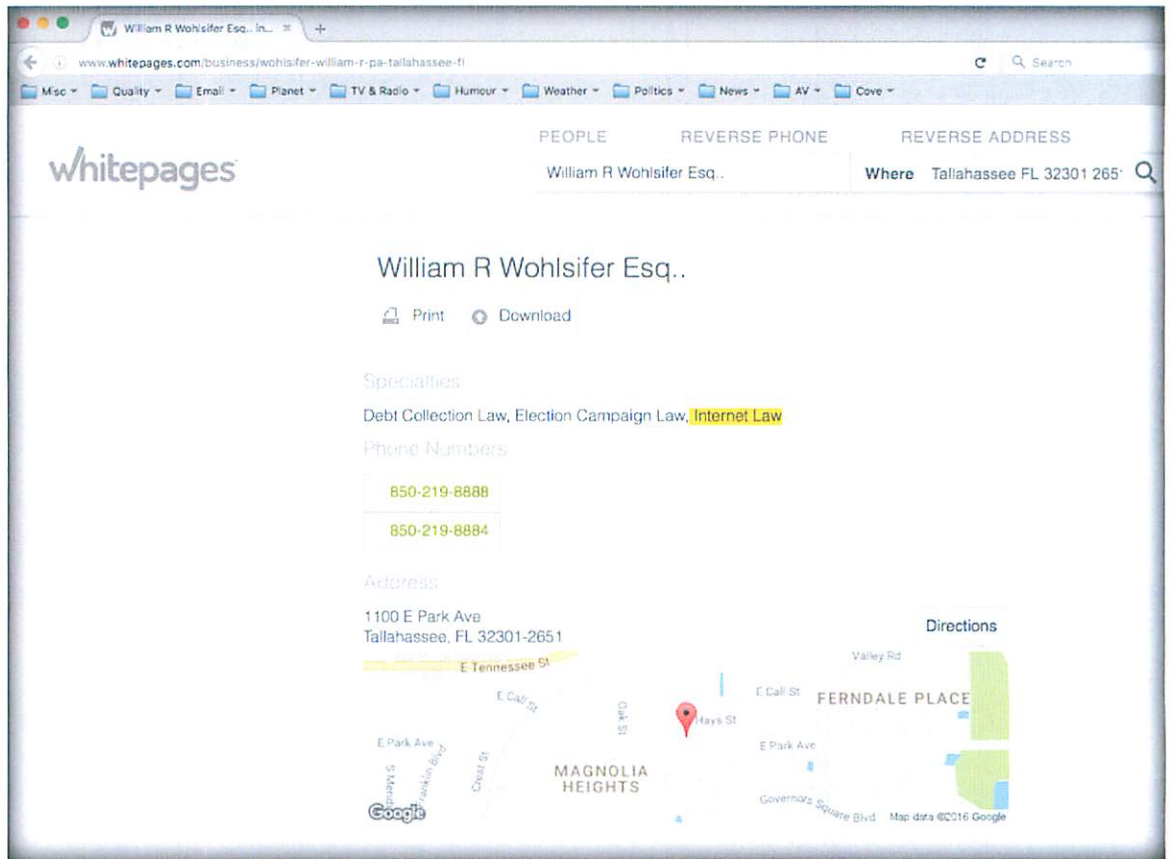
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Docket Document 102. SMITH believes, considering the time and effort expended, the Judge was perceptive and fair. Expending the time and effort to attempt to decipher truth vs. "mud against the wall" in this is appreciated by SMITH as a Pro Se defendant. SMITH apologizes for not being prepared with evidence for the hearing and asks the Court's understanding of, as a Pro Se litigant, his ignorance of the finer aspects of law including what transpires in such a hearing.

5. Throughout his breach of stipulation on injunction complaint, PARIS-OXEBRIDGE's atty. Wohlsifer has known that SMITH has been trying, since June-July of 2015 to comply with the Joint Stipulation (e.g.: see Court Docket Document 83. Exhibit "B" – Reddit Removal). Wohlsifer knew full well that SMITH was doing what SMITH could to comply with the Stipulation on injunction from the early days of the original complain. SMITH believes FRAUD on the part of Wohlsifer. SMITH believes it is quite obvious the Wohlsifer, knowingly, lied to his client and propagated FRAUD upon the Court by not acknowledging and accepting that SMITH did everything SMITH could do to comply on or before 5 June 2015.

6. Mr. Wohlsifer claims to be an expert in "Internet Law". As an "expert", Wohlsifer would understand the internet and as such would understand that no one can simply call or email Google (as an example) and ask or demand that content be removed. Mr. Wohlsifer knew, or should have known, that basics such as removal of content from sites such as Reddit is essentially impossible.

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a.

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Representations of Interest

Filed lawsuit against BBC (London) for invasion of privacy and intrusion upon seclusion, and infringement of likeness of private individual.

Defended dozens of defendants charged with illegal download of DirecTV's® satellite signal alleged to be in violation of the Copyright Act, Title 17 §§ USC 501-508 in federal courts.

Represented nearly 100 Internet users charged with illegal download of adult film content using BitTorrent or other P2P (Peer-to-peer) file sharing programs.

William R. Wohlsifer drafted House Bill 1139 and Senate Bill 1250, known as the Cathy Jordan Medical Cannabis Act, for the 2013 Legislative Session. Although it died in the Health Quality Committee, the proposed bill represents the furthest advancement to date of medical marijuana legislation in the State of Florida, having been sponsored in both the Senate and the House, and co-sponsored by four congressional representatives.

Represented NASCAR® as lead counsel in more than 100 cases arising from breach of intellectual property licensing agreements seeking collection of outstanding royalty revenue, and prosecution of copyright and trademark infringement.

Filed lawsuit against Anheuser-Busch Incorporated, Amerada Hess Corporation, Nestle Waters North America, Inc., and Exclusive Sports Marketing, Inc. for infringement of likeness of amateur athlete for commercial purpose.

William R. Wohlsifer, founder and CEO of Cyberright® was recognized for his article *Proving Publication in Cyberspace* which was published in E-Commerce Law, Aspen Law and Business, New York, NY (Oct. 2001); republished in Business Law Quarterly, The Florida Bar Association, Tallahassee, FL (Nov. 2002).

William R. Wohlsifer offers services as a Florida Certified Civil and Appellate Mediator.

NASCAR® is a registered trademark of National Association For Stock Car Auto Racing, Inc.

b.

Suing the BBC? I wonder if Wohlsifer "won" the case... ;) Wohlsifer claims to be CEO of "Cyberright" yet he does not know about removal policies of Google and Reddit? Color me me amazed (amused).

William R. Wohlsifer, PA
Debt Collection
Royalty Recovery
Copyright & Trademark Law

Royalty Recovery
We represent brand owners experiencing delinquent royalty payments and defaulted license agreements.
No recovery, no fee, but client is responsible for costs.
Call Today. 850-219-8888

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Court Docket Documents 100 and Attachments 110_1 through 110_6

7. This is not to mention aspects such as Invoice 2833 which was “redacted”, as were other documents submitted to the court. Mr. Wohlsifer is attempting to defraud this court through omissions and redactions in addition to sending Leighanne Boone to the hearing to protect himself from cross examination. Mr. Wohlsifer had a chance to present himself at the hearing in Tampa on 16 March 2016, but who chose to send one Leighanne Boone instead, full well knowing that had Mr. Wohlsifer attended the hearing he would have been subject to cross examination under oath (e.g.: the “letter”). This is fraud, at the very least.
 - a. Note that Court Docket Document 110_2 shows that Mr. Wohlsifer has already been paid by both Mr. Smith and Mr. Paris.
 - b. Most of the subsequent time spent which Mr. Wohlsifer has billed for was in attempting to get the hearing and related documents sealed and matters related to the Mediation Settlement Agreement. Most interesting is that Mr. Wohlsifer, according to the transcript Mr. Smith has of the 12 January 2016 telephone hearing, readily agreed with the Honorable Thomas B. McCoun III, Federal Magistrate Judge, that all documents would be unsealed and the hearing would NOT be sealed and would be made public. It is obvious Mr. Wohlsifer has committed fraud on his client. This is also probably malfeasance by Mr. Wohlsifer as a lawyer. Here is Mr. Wohlsifer, billing 9 months after knowing he had already verbally agreed and told the Judge in January 2016 that he understood everything, all documents and the public hearing would become public.
 - c. This is nothing less than “padding the bill”, not only a dis-service to his client, but to the Court by knowingly filing frivolous motions.
 - d. In addition, it is interesting to watch as Mr. Wohlsifer strings out his client, Mr. Christopher Mark Paris:

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7/31/15 Received phone call from Mr. Paris LCB .25
 requesting the addition of more
 content to the Notice of Breach or
 explanation as to why we have left

EXHIBIT

C

Due upon receipt. A Late Fee of 1.5% applies to balances 30 days past due.
 In Debt Collection, Creditor's Rights, Contract Disputes, Royalty Recovery, Brand Licenses

e.

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certain things out. Discuss
 concerns about alleging \$200,000 in
 damages for Mr. Paris restraining
 and how this will actually be more
 detrimental to clients business and
 how Smith will proliferate in an
 effort to show that he has
 prevailed over Mr. Paris. Should we
 take this out.

8/11/15 Received and reviewed reply from WRW .25
 Defendant's response to Plaintiff's
 Motion to Seal.

f.

g. Mr. Wohlsifer knew full well at the time of the mediation settlement agreement meeting on 5 June 2015 that Mr. Smith was retired and had no assets in the United States that could be collected against, and that there was no way Mr. Paris could possibly collect US\$200,000. Mr. Wohlsifer promptly got every bit of the agreed upon US\$8,500 from Mr. Smith, and more from Mr. Paris as well!

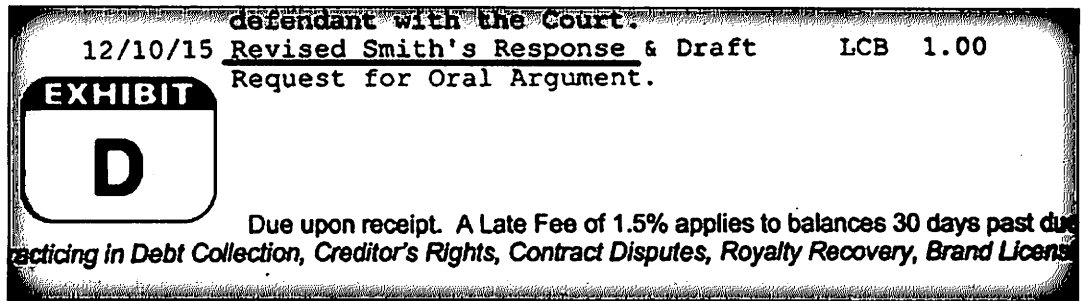
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PRIOR STATEMENT BALANCE	\$15,300.50
PAYMENTS AND ADJUSTMENTS	
7/09/15 Payment for Fees and Costs	\$8,500.00CR SMITH's Payment
7/28/15 Payment Received from Paris	\$5,000.00CR
TOTAL PAYMENTS AND ADJUSTMENTS	\$13,500.00CR
	\$5,767.00
PLEASE PAY THIS AMOUNT	
ANY PAYMENTS RECEIVED AFTER July 23, 2015 WILL APPEAR ON YOUR NEXT STATEMENT	

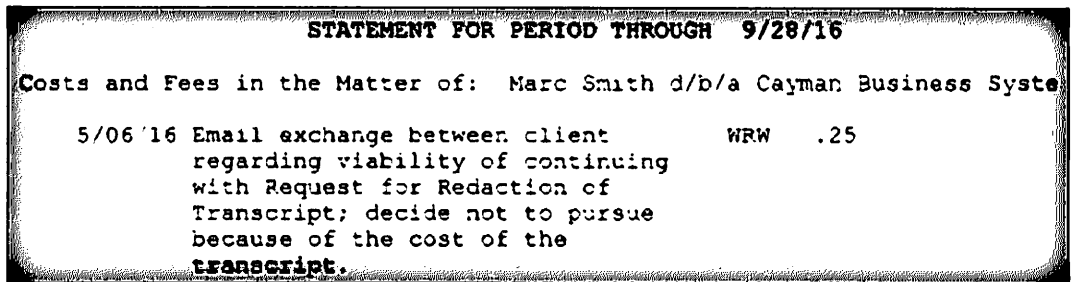
h.

i. It is obvious what a scam a tort lawsuit such as this is where the client (in this case Mr. Christopher Mark Paris) is "taken to the cleaners" by his lawyer.

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- j.
- k. Wohlsifer is working for Mr. Smith now and "revising" Smith's response?
More fluff... One hour! Ludicrous!



- l.
- m. More fraud by Mr. Wohlsifer. Having agreed in January 2016 that all documents and the hearing would be public, Mr. Wohlsifer is playing his client, Mr. Christopher Mark Paris, for all he is worth having known for approximately 5 months that the hearing was to be a public hearing and there would be no basis for the Court to agree to redacting the transcript.
8. Mr. Wohlsifer knows full well that almost every one of the matters before the Court during the 16 March 2016 hearing were settled during, or before, the 5 June 2015 mediation settlement agreement meeting. Thus, Mr. Wohlsifer's obviously planned absence from the 16 March 2016 hearing was to avoid the potential of having to perjure himself in testifying about the events at the mediation settlement agreement hearing which were related to the stipulation on injunction.

Mr. Smith herein requests that the Court deny attorney's fees to Mr. Wohlsifer. Mr. Wohlsifer has failed to supply the Court with a clear summary of charges directly, and only, related to the stipulation on injunction as stated in Court Docket Document 99.

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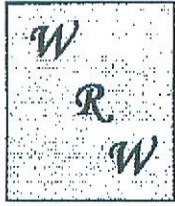
Mr. Smith believes the only honest condition under which the Court can actually judge what is "fair" and directly related to the stipulation on injunction is to call a public hearing to force Mr. Wohlsifer to testify under oath as to what the specific charges are, and that Mr. Christopher Mark Paris also be present to testify under oath about what charges he actually paid and to ensure Mr. Paris was and is aware of Mr. Wohlsifer's itemized charges as well as information Mr. Wohlsifer has withheld from Mr. Paris over the last 2 years. Mr. Smith also believes that Mr. Allen P Turnage must also be present to testify as to whether he has colluded with Mr. Wohlsifer, how and why.

Dated and respectfully submitted to the Court using
the UPS Service this 28th day of December 2016
by: Ms. Tracey Pratt – Power of Attorney for Mr.
Smith's Former Estate *J/S*
8466 Lesourdsville-West Chester Road
West Chester, Ohio 45069-1929

Exhibit "A"

LAW OFFICE OF

WILLIAM R. WOHLISIFER, PA



1100 East Park Ave Suite B
Tallahassee FL 32301-2651

Telephone: 850-219-8888
Facsimile: 866-829-8174
www.wohlsifer.com
FE# 59-3524834

**These are all totally
unrelated to the
stipulation / injunction.**

September 28, 2016

Christopher Paris
Oxbridge Quality Resources Int'l, LLC
1503 S US Hwy 301, Ste 36
Tampa FL 33619

283-403
Invoice # 3111

STATEMENT FOR PERIOD THROUGH 9/28/16

Post-Bankruptcy

Costs and Fees in the Matter of: Marc Smith d/b/a Cayman Business Syste

5/06/16 Email exchange between client regarding viability of continuing with Request for Redaction of Transcript; decide not to pursue because of the cost of the transcript.

WRW .25

On 12 January 2016 Wohlsifer knew the hearing would be public and thus redaction was not an option. Not related to the "breach" complaint.

5/11/16 Read, printed, and indexed series of emails detailing Smith's relaunching of Elsmar.com, possible use of alias 'John PeachFarm,' forum posting referencing pursuit of advertisers, creation of Twitter account, and talking about possibility of receiving donations to go towards his legal expenses. Next, reviewed content of this website .

WRW .75

Totally FALSE accusations - Mud trown against the wall. Not part of the "second breach" litigation.

5/13/16 File Maintenance - new pleadings index, added recent filings, new Vianna emails.

LC .25

2 Hours charged for unrelated "work" for Mr. Paris.

5/23/16 Received, reviewed, saved Elsmar image forwarded from Smith on file server and print for hard copy file for Mr. Wohlsifer's review.

WRW .25

What do "Vianna emails" have to do with this? Totally unrelated.

7/13/16 Sent email to Client explaining current state of affairs of the case, specifically the letter sent to Magistrate McCoun, possible future strategies, and the recent activities of Smith and Elsmar. Drafted and mailed letter to Magistrate Thomas McCoun III

WRW .25

LC .25

SMITH has never seen this letter. Why not?



Due upon receipt. A Late Fee of 1.5% applies to balances 30 days past due.

Practicing in Debt Collection, Creditor's Rights, Contract Disputes, Royalty Recovery, Brand Licensing, and Corporate Law.

Exhibit "A"

Oxebridge Quality Resources Int'l, LLC

9/28/16

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requesting a ruling on Report and Recommendation on the March 16, 2016 Show Cause Hearing; sent corresponding copies to Mr. Paris and Mr. Smith as well.

SMITH has never seen this letter (why not?) and it is not in PACER

[REDACTED]

8/09/16	Read Report and Recommendation, made notes, and emailed client discussing the Filing of Exceptions to the Report and Recommendation. Received, printed, indexed, filed, and emailed client Defendant's Response to Report and Recommendation.	WRW	.50
		LC	.25
8/11/16	Drafted, submitted, printed, filed, and indexed Exception to Magistrate's Report and Recommendation, which outlined Magistrate's failure to note that the Mediated Settlement Agreement was, in fact, <u>inseparable</u> , noted the current violations, offered up-to-date findings regarding the current status of Elsmar.com, and its users' accessibility to historical content, pleaded a statement for a court order requesting language that could be shown to Google and ISPs to not host the enjoined content.	WRW	3.50
8/24/16	Receive and review Smith's second objection to the Magistrate's Report and Recommendations - copy client.	WRW	.25
9/14/16	Read Order Adopting Report and Recommendation Order, made notes, and emailed client discussing the outcome of the case and the post-order process.	WRW	.25

None of this is related to the stipulation / injunction.

Blown out of the water by Docket Documents 99 and 105.

Judge McCoun III has ruled that they are separate. Atty Wohlsifer's ignorance of the law is not a valid excuse.

4.75 Hours charged for work unrelated to the stipulation / injunction.

SMITH should not have to pay for atty Wohlsier's ignorance of the law and writing the Magistrate Judge about the Judge's interpretation of the law.

