

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

**OXEBRIDGE QUALITY RESOURCES
INTERNATIONAL, LLC, and
CHRISTOPHER PARIS,**

Plaintiffs,

v.

Case No. 8:15-cv-11-T-17TBM

**MARC TIMOTHY SMITH d/b/a
CAYMAN BUSINESS SYSTEMS,**

Defendant.

JOINT STIPULATION ON INJUNCTION

COMES NOW, all parties to the above-styled action, more specifically, OXEBRIDGE QUALITY RESOURCES INTERNATIONAL, LLC, ("OXEBRIDGE"), CHRISTOPHER PARIS ("PARIS"), and MARC TIMOTHY SMITH ("SMITH"), individually, and d/b/a Cayman Business systems, who herein jointly stipulate and agree to resolution of Plaintiffs' pending Motion for Preliminary Injunction [Dkt.9]. The terms of the agreement are as follows:

1. This Joint Stipulation for injunction ("Joint Stipulation") shall be presented to the Court for approval, and is conditional on Court approval.
2. The "Effective Date" of this Stipulation is the day upon which the Court shall approve and accept this Joint Stipulation.
3. This Joint Stipulation is not confidential.
4. Parties agree that this stipulation is not to be deemed as an admission of liability on the part of either party for engaging in any libelous acts or unfair competition, but is merely entered into to save the time and expense of further litigation on the

matters resolved herein.

5. SMITH agrees to refrain from publishing commentary on the personal, professional, business or other affairs of PARIS and OXEBRIDGE. More specifically:

- a. SMITH will remove all posts, links and other subject matter mentioning OXEBRIDGE or PARIS currently on the Elsmar.com Internet forum. Such removal must be permanent so that the posts, links and other subject matter cannot be retrieved or revived at a later date.
- b. SMITH will remove any online commentary regarding OXEBRIDGE or PARIS authored by SMITH on any other website, social network, or any other manner of technology or communication now known or later to become known.
- c. SMITH will not publish any new content about OXEBRIDGE or PARIS on the Elsmar.com Internet Forum, any other website, social network, or any other manner of technology or communication now known or later to become known, whether under his real name, anonymously or pseudonymously, or through the collaboration of any third party.
- d. SMITH will moderate the users of the Elsmar.com Internet Forum from making any mention of OXEBRIDGE or PARIS, whether directly or indirectly.
- e. Upon reasonable notice SMITH will remove any future posts, links or other mentioning of OXEBRIDGE or PARIS by any other party on the Elsmar.com Internet Forum, not captured by moderation.

6. OXEBRIDGE and PARIS will not publish any new content on the personal, about SMITH or CAYMAN BUSINESS SYSTEMS on any website, social network, or any other manner of technology or communication now known or later to become known.
7. Plaintiffs agree to withdraw their Motion for Preliminary Injunction [Dkt. #9] and to request cancellation of the hearing currently set for April 27, 2015.
8. The parties agree that all of the provisions of this agreement may be enforceable by contempt of court.
9. If either party fails to comply with any term or provision of this agreement, the party in default shall be liable to the other party for reasonable expenses incurred in enforcing the terms of this Agreement, including attorneys' fees and court costs.
10. The parties represent that each has or has had the opportunity to obtain independent legal advice by counsel of his or her own selection in the negotiation of this Agreement; each has been fully informed of his or her legal rights and obligations; and each party stipulates to this Agreement freely and voluntarily, intending to be bound by it for all times.
11. This Court shall retain jurisdiction over the parties and the subject matter of this agreement for the purpose of enforcement of its terms and provisions.
12. The parties recognize that seeking temporary and permanent injunctive relief, as sought in Count VII of the plaintiffs' Complaint [Dkt. #1], will be rendered moot upon the Court's approval of this stipulation.

