

Pro Se Defendants' Motion to Invalidate the Joint Stipulation on Injunction Case 8:15-cv-00011-T-17TBM

IN THE UNITED STATES DISTRICT COURT 2016 FEB -08 PM 10:00
MIDDLE DISTRICT OF FLORIDA - TAMPA DIVISION

Case number: 8:15-cv-00011-T-17TBM

Motion to Invalidate the Joint Stipulation on Injunction

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

Plaintiffs,

Vs.

MARC TIMOTHY SMITH, individually.
Defendant – Pro Se.

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-T-17TBM

COMES NOW the Defendant, Marc Timothy Smith, Motion Invalidate the Joint Stipulation on Injunction (Docket Document 33).

Defendant Pro Se: Marc Timothy Smith, 8466 Lesourdsville-West Chester Road
West Chester, Ohio 45069 Tel: 513 720-0600
Page 1 of 4 - Printed February 2, 2016

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Reasons to Invalidate the Joint Stipulation on Injunction

1. In a telephone conference with Judge Thomas B. McCoun III, Plaintiffs' attorney William R. Wohlsifer and the Defendant Marc Smith on 3 March 2015, Judge McCoun suggested that the Plaintiffs' attorney and the Defendant (who at the time had no attorney) communicate directly to avoid a hearing on 27 April 2015.
2. The Defendant and the Plaintiffs' attorney did have two conversations: One on 10 March 2015 and one on 13 March 2015 during which both the Local Rule 3.05 Case Management Report and a Joint Stipulation on Injunction. While both were discussed and numerous emails were exchanged, no final agreement was made on either as evidenced in "Case Management Report" Docket Document 39.
3. Plaintiffs' attorney agreed in the tele-conference that the Joint Stipulation on Injunction should reflect the exact same stipulation on the Plaintiff as the Defendant. However, Plaintiffs' attorney did not include Section 5 c. and submitted the document to the court without concurrence with the Defendant that the document was in final form.
4. As with the Case Management Report, the Joint Stipulation on Injunction was submitted without a legal signature by the Defendant. The Plaintiff submitted a .pdf document which was exchanged by email which the Plaintiffs' attorney had no Enterprise Content Management (ECM) to control the exchanged document history and requirements for document signatures. The Electronic Signatures in the Global and International Commerce act (ESGICA) does not apply here because these documents are not related to national or international commerce. Note that the submitted Joint Stipulation on Injunction contains "pen and ink" signatures. The Defendants' signature is a photo of a signature embedded in a .pdf document which is not a legal signature for the document.
5. The Joint Stipulation on Injunction, written by the Plaintiffs' attorney, contains some language which it is impossible to enforce: e.g.: "...anonymously..." and

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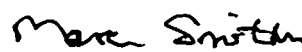
“...pseudonymously...” [sic] in Section 5 c. which would even allow Chris Paris to post something anonymously somewhere and then bring a Contempt of Court complaint to the court about it. Nor did the Plaintiffs’ attorney include the same language in Section 6 as agreed to during the tele-conference (also see 3. Above). As such, the document is flawed in a way making it impossible to comply with thus making it an “Impossible Contract”.

Defendant requests that the Joint Stipulation on Injunction be voided or otherwise declared invalid and that a revised Joint Stipulation on Injunction be written, legally signed and submitted to the court.

I declare under penalty of perjury that the forgoing is true and correct.

Dated and respectfully submitted to the Court using the USPS this 2nd day of February 2016.

Marc Timothy Smith (Defendant pro se)

By: 
8466 Lesourdsville-West Chester Road
West Chester, Ohio 45069-1929
Tel: 513 720-0600
Email: marcsmith102@cinci.rr.com


I certify that a copy of this document is being furnished on the same date to the court and to William R. Wohlsifer, Attorney for Plaintiff at:

William R. Wohlsifer

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1100 E. Park Ave Ste B
Tallahassee, Florida 32301
(Attorney for Plaintiff)


Marc Timothy Smith (Defendant pro se)