

Case 8:15-cv-00011-T-17TBM - Response to PARIS/OXEBRIDGE Claim of Breach of
Mediation Settlement Agreement and Joint Stipulation

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

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

**Response to Plaintiff's Claim of Breach of Mediation Settlement Agreement
and Joint Stipulation**

OXEBRIDGE QUALITY RESOURCES
INTERNATIONAL, LLC (Florida and Peru), and
CHRISTOPHER PARIS, individually.

Vs.

MARC TIMOTHY SMITH, individually

Presiding Judge: Elizabeth A. Kovachevich

Referring Judge: Thomas B. McCoun III

Court: Florida Middle District Court

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

COMES NOW the Defendant, Marc Timothy Smith, hereinafter referred to as SMITH, to rebut Chris Paris - Plaintiff (herein after referred to as "PARIS/OXEBRIDGE") filed "Notice of SMITH's Breach of Mediation Settlement Agreement and Joint Stipulation..." of 9-30-2015.

SMITH Pro Se: Marc Timothy Smith, 8466 Lesourdsville-West Chester Road
West Chester, Ohio 45069 Tel: 513 720-0600

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Line Item Rebuttals

1. No dispute.
2. No dispute. PARIS/OXEBRIDGE wants content hidden from the public for obvious reasons.
3. SMITH believes the Joint Stipulation on Injunction submitted to the court was, and is, not a legally binding document (See “Motion to Invalidate the Joint Stipulation on Injunction” Docket Document 70 and the revised version (Docket Document TBD – 74?).
4. No dispute.
5. No dispute, and SMITH believes he has complied with paragraph 5(b) in so far as it was possible for him to do so. SMITH does not control all internet websites, such as REDDIT, and has no control over such sites as to what others post anonymously or otherwise.
In addition, the Joint Stipulation paragraph 5(b) specifically states “...authored by SMITH...” The Joint Stipulation does not address comments by any other person, known or anonymously.
6. SMITH believes he has complied with paragraph 5(c), however as stated in Docket Document 70 and the revised version Docket Document 74(?), this paragraph was not as agreed to and includes an impossible “...anonymously...” – SMITH can not control what someone else writes anonymously on the internet or in any medium.
7. No dispute, however by that time SMITH got an attorney involved, briefly due to cost, and there was a lot of confusion as to what was going on.
8. No dispute, however, SMITH believes the Joint Stipulation on Injunction is a false, invalid document which PARIS/OXEBRIDGE’ lawyer (Mr. Wohlsifer) illegally submitted to the court (See Docket Document 70 and the revised version Docket Document 74(?) which dispute the legality of the document submitted to the Court.
9. No dispute.

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10. On 30 June 2015 SMITH did "...shut down and cease operating..." Elsmar.com. The only "content" was a single page which SMITH believes is no different than a store closing. The doors are locked and business ceases and a sign on the door states it is closed and out of business. This remained until the server was taken off line at the end of its lease approximately 2 weeks later.
11. No dispute. SMITH was receiving emails asking why Elsmar had closed and hoped to stop the emails. SMITH did not reply to such emails. However, the reference to the court case was removed after about 24 hours as SMITH re-read the Joint Stipulation and the Mediation Agreement and felt it could be a cause for complaint by PARIS/OXEBRIDGE. SMITH does not believe that referencing the court case was a "Breach" as it did not reference the Mediation Agreement, its content and PARIS/OXEBRIDGE still had the 5+ month old page on his website "advertising" the lawsuit in public.

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www.oxebridge.com/enmar/official statement on oxebridge extortion suit against elsmar.com and marc smith

OXEBRIDGE
QUALITY RESOURCES INTERNATIONAL

Blog v Services v Resources v Champion Projects v Public Speaking v

elsmar.com. Oxebridge will be limiting its comments on the matter until the suit is resolved.

Since 1999, Cayman Business Systems owner Marc Smith has falsely accused Oxebridge and myself of fraud and deceptive advertising, among other false accusations. Throughout that time, we tolerated this, out of respect for Elsmar's guests. However, in 2014, Smith began to escalate the libel campaign after Oxebridge refused his demand to pay him \$450,000. Oxebridge views this as nothing less than felony extortion. Worsening matters, a supporter of Elsmar — who himself is a convicted felon — had threatened to call an Oxebridge client with the intent of defaming us through that medium, as well. These two actions combined proved too much for us to bear.

^{Quite the exaggeration.} Marc Smith has published tens of thousands of words on his site, Elsmar.com, defaming Oxebridge. Meanwhile, no one from Oxebridge has ever posted a single word on the Elsmar site, in that entire period. Not one word. In addition, we have never run a single article on Elsmar here on the Oxebridge site, despite Elsmar being central to certain investigations over CB collusion with consultants. We have consistently worked to keep Marc Smith and Elsmar at arm's length, in the hopes that he would end his libel campaign. It clearly did not work.

We understand the difference between defamation — which is illegal — and free speech and opinions, which are protected under the US Constitution. However, the posts made by Smith and his moderators breach the definition of free speech by being (a) false, (b) posted with malicious intent, and (c) intended to cause harm. More totally FALSE statements.

The combination of extortion and threats by a convicted felon against Oxebridge clients was too much. A cease and desist letter was sent to Smith, who responded — on his website — by raising his demand to \$5 million.

In the meantime, the actions have not been called into question by any of Elsmar's moderators, many of whom have actively participated in the defamation. Perhaps not coincidentally, these moderators are also auditors or sales representatives of major ISO 9001 certification bodies who resent the reporting done by Oxebridge. These individuals include Randall Daily of BSI, Jennifer Kirley of UL, Sidney Vienna of DNV, and Andy Nichols of NQA-USA. Meanwhile, all four of those CBs receive advertising space on the Elsmar site, raising questions as to whether BSI, UL, DNV and NQA have breached the ISO 17021 prohibition against promoting one consultant, while actively denigrating and defaming activities against a consultant that did not offer them such perks.

It is not our intent to shut down Elsmar, which has served the quality profession well in the past decade, despite the misbehavior of its owner. However, potential federal felonies cannot go unpunished, and Oxebridge intends to ensure that this stops. We have exhausted all means of working with Smith on this issue, and have finally had to resort to using the courts.

If Smith were instead to simply remove the offending materials and cease all such activity, the problem could be resolved quickly, and Elsmar users would be utterly unaffected. Based on his past 15 years' of behavior, we feel that is unlikely, however.

In the coming days and weeks, Smith will no doubt return to his safe haven, and post with increased frequency an unprecedented amount of new defaming material. We know this, and are ready to withstand it. Predicting this, we have already begun to push for an immediate temporary injunction. The new material will be added to the existing court complaint.

We intend to push for a firm resolution to this problem, including the pursuit of criminal charges against Smith and his collaborators. We have likewise not ruled out actions against DNV, BSI, UL and NQA-USA for allowing their representatives to contribute to defamation and extortion.

— Christopher Davis

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Tuesday, January 26, 2016 at 5:02:42 AM Eastern Standard Time

Subject: Contract to rescind Case number: 8:15-cv-00011-EAK-TBM
Date: Friday, February 13, 2015 at 10:42:33 AM Eastern Standard Time
From: Marc Smith
To: chris@oxebridge.com, paralegal@wohlsifer.com, william@wohlsifer.com

Subject to Chris Paris' offer to "...If Smith were instead to simply remove the offending materials and cease all such activity, the problem could be resolved quickly..." on Paris' web site today, 13 February 2015, at <http://www.oxebridge.com/emma/official-statement-on-oxebridge-extortion-suit-against-elsmar.com-and-marc-smith/>. Defendant agrees to remove references to Chris Paris and Oxebridge from Elsmar.

Typo - Should be February 2015

You, Chris Paris, have publicly made the offer and it on your website today 13 January 2015. As noted in my reply ("Answer") to the original filing, as evidenced in emails, Defendant has in the past removed the requested content at Plaintiff's request and Defendant did so only with the expectation of a "Thank You" or other appreciative acknowledgement. They were only restored when Plaintiff replied with increasing demands in an unprofessional manner.

While Defendant believes he would win this lawsuit in court, it will be a financial hardship to try to do so due to necessary travel between Defendant's Ohio residence and places in Florida. In addition, Defendant believes this would be a total waste to the Court's time to deal with this, and Defendant believes the court will agree if this proceeds.

Thus, Defendant accepts Plaintiff's public offer to withdraw the lawsuit 8:15-cv-00011-EAK-TBM

Acceptance by Plaintiff is conditional that Plaintiff:

1. Withdraws 8:15-cv-00011-EAK-TBM
2. Agrees to never again to file any lawsuit related to this one.

Defendant agrees to remove the discussion threads in which Oxebridge is mentioned as soon as Defendant receives an acceptance of this contract.

If Defendant receives an acceptance of this contract from the Plaintiff by email and on paper by US Mail and Defendant removes the material, but Plaintiff does not Withdraw 8:15-cv-00011-EAK-TBM, Defendant will restore content and proceed as below.

In the event the Plaintiff does not agree to rescind Case number: 8:15-cv-00011-EAK-TBM, Defendant requests Plaintiff's lawyer to set a date, time and place to meet to proceed with producing a Case Management Report as required in a Track 2 case – Case No: 8:15-cv-11-T-17TBM - "1. Meeting of the parties in person"

Marc Smith
8466 Lesourdsville-West Chester Road
West Chester, Ohio 45069
513-720-0600

In addition, thousands of people already knew SMITH was being sued by PARIS/OXEBRIDGE as PARIS/OXEBRIDGE announced back in the fall of

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2014 that he was getting ready to sue SMITH. E.g. From 2014:

Oxebridge @Oxebridge · Nov 21

US District Court throws out bogus suit filed by PARIS/OXEBRIDGE, as Oxebridge preps for major extortion lawsuit against ElsmarCove

12. The statement did not mention the Mediation Settlement Agreement nor was the content disclosed. Elsmar was closed as a direct result of the lawsuit by PARIS/OXEBRIDGE. SMITH was trying to end the lawsuit by agreeing to almost anything due to the extreme disruption in his life, financial burden, and significant emotional distress.

PARIS/OXEBRIDGE in this paragraph tries to paint SMITH negatively by using the words "malicious actions". SMITH denies any "malicious actions" and at no time were the words used in the Mediation Agreement or elsewhere other than by PARIS/OXEBRIDGE.

SMITH did not expect the Mediation Agreement to succeed and only signed because of Section 1, line item 1(d) in which it is stated "...SMITH shall retain all ownership and rights relating to www.elsmar.com..." which, SMITH's attorney at the time said that SMITH could sell or give away Elsmar.com and its contents. Unless the Mediation Agreement is changed by further Mediation (as per Section 6 of the Mediation Agreement), SMITH retains the right to sell or give away Elsmar.com and its content. Had that clause not been agreed to by PARIS/OXEBRIDGE, SMITH would not have agreed to the Mediation Agreement and would have proceeded to a trial Pro Se. A non-agreement was expected by SMITH and this course of action pre-planned which is why SMITH signed a release (SMITH had made it known well before the agreement that SMITH could not borrow more money to keep him on the case) prepared by his then attorney, Simeon Briar, prior to entering the building and the meeting. That agreement was never submitted to the Court. Instead, about a month afterwards, Simeon Briar revised, but did not date, a new release. As required of such a document, he asked for a "pen and ink" signature on the new document be faxed to him. While SMITH did not like the revised release, SMITH did sign in (pen

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and ink) and returned it to Simeon Briar which Simeon Briar subsequently sent to the court.

13. Exhibit “C” contains posts by people that SMITH does not know. SMITH has no control over posting by people he doesn’t know and SMITH is not even sure where the posts were made. In any case, SMITH was not part of the discussions in Exhibit “C”, nor did SMITH have any interactions or communications with the posters or in any way entice or cause them to post what they did.
14. Nowhere is it stated or agreed to that SMITH could not give an interview. SMITH did not discuss PARIS/OXEBRIDGE or the content of the lawsuit or any of the documents. Nowhere can SMITH find where it was agreed to that SMITH could not mention that there had been a Mediation Settlement Agreement. The only restriction SMITH can find is that the content of the agreement could not be discussed. Without reading the entire interview, the “clip” in Exhibit “D” does not capture the entire picture. The writer makes clear that I did not “...reveal any details of the settlement...” to her, and erroneously wrote that the web sites home page stated that Elsmar was closed as part of a settlement, which it did not.
15. See 12 above. Nor did SMITH “entice” PARIS/OXEBRIDGE – PARIS/OXEBRIDGE knew SMITH had no money and decided to accept SMITH’s agreement to close Elsmar in lieu of a cash settlement. Emails dating back to March and April of 2015 show that PARIS/OXEBRIDGE’ main motivation was not money, it was to take control of Elsmar.com, and to do so without letting the public know he had done so. In addition, PARIS/OXEBRIDGE knew his possession of Elsmar.com would give him access to the emails of all posters, removing anonymity, and otherwise compromising the privacy of posters which SMITH refused to allow having, since the beginning of Elsmar.com, promised anonymity of email addresses. SMITH refused to compromise because of his moral belief in keeping his word and promise.

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WILLIAM R. WOHLISIFER, PA

Attorneys at Law

Sent via email to marcsmith102@cinci.rr.com

April 24, 2015

Marc Timothy Smith
8466 Lesourdsville-West Chester Road
West Chester, Ohio 45069

This letter contains settlement negotiations and is therefore not admissible into evidence. An offer is not to be construed as an admission of the truth or falsity of any allegations or contentions raised and it is merely intended to avoid further litigation and buy peace by settling and compromising the claims of the parties.

Re: Offer of Settlement

Dear Mr. Smith:

It has become apparent that you may be willing to part with www.Elsmar.com. Initially, the statements you made before the magistrate judge: that you were thinking of shutting down the site and then decided to leave it open through the end of the year; and that you no longer generate much income from www.Elsmar.com. Finally, your recent post on the site that "Elsmar with be going 'dark' soon anyway," also indicates that the website is not of much value to you.

Therefore, Mr. Paris would like to make this offer to dismiss the pending lawsuit in the Middle District of Florida and waive his claim for damages, except for attorney's fees, in exchange for ownership and control of www.Elsmar.com and its contents. A future settlement agreement could be filed with the court or made confidential, upon the parties' choice, by operation of a Joint Stipulation for Voluntary Dismissal.

Deadline

Mr. Paris will leave this offer open until Monday, May 27, 2015. After said date, consider this offer revoked.

Sincerely,

/s/ Bill Wohlsifer
William Wohlsifer

cc: Christopher Paris

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and

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From: "Bill Wohlsifer, Esq." <william@wohlsifer.com<mailto:william@wohlsifer.com>>
Date: May 15, 2015 at 12:07:20 PM EDT
To: "Brier, Simeon" <sbrier@cozen.com<mailto:sbrier@cozen.com>>
Cc: Rachael Uhland <paralegal@wohlsifer.com<mailto:paralegal@wohlsifer.com>>
Subject: Confidential Settlement Communication

This letter contains settlement negotiations and is therefore not admissible into evidence. An offer is not to be construed as an admission of the truth or falsity of any allegations or contentions raised and it is merely intended to avoid further litigation and buy peace by settling and compromising the claims of the parties.

Mr. Brier:

In furtherance of our conversation set for 3:00 pm today, here are the technical terms of settlement/transfer of www.elsmar.com<http://www.elsmar.com>.

Regards,

As for transfer of the www.elsmar forum, it would include:

- * The three domain names: elsmar.com<http://elsmar.com>, qs9000.com<http://qs9000.com> and 16949.com<http://16949.com>.
- * The full Elsmar forum, intact, with the full database (all forum messages, postings, threads, etc... untouched)
- * Transfer of any current advertising contracts with site advertisers
- * All other Elsmar site content (blogs, pages, PDF files, etc.)
- * All applicable passwords (Forum admin access, FTP, server access, Google analytics, etc.) - would not include user passwords, of course
- * Agreement that Smith cannot post anything regarding the site transfer regarding the transfer itself; this limits his ability to "poison the well" and invite people to leave the site prior to my ownership.
- * Ongoing compliance to the joint stipulation, so that Smith must remove any material on sites other than Elsmar, and refrain from posting new defamatory material
- * Noncompete agreement, where Smith cannot open a rival website for at least 5 years. This doesn't limit him from offering consulting (although he says he's retired) but just the operation of a forum which would compete with the content of Elsmar
- * He can keep any revenue he's made to date from user subscriptions or advertising; future revenue would go to Mr. Paris.

Bill

William R. Wohlsifer, Esq. - William R. Wohlsifer, PA
3100 East Park Ave, Ste B - Tallahassee, FL 32301

16. SMITH did not post that on his LinkedIn page. SMITH posted in an existing discussion and did so because PARIS/OXEBRIDGE, both on his public web site, on LinkedIn and other public venues had been, and was continuing to refer to the lawsuit as a **Criminal** lawsuit purposefully as a malicious way to defame SMITH rather than refer to it as a **Civil** Lawsuit, which it was/is. SMITH believes Exhibit "E" speaks for its self. PARIS/OXEBRIDGE' lawsuit has done him more harm than good - "Blowback".

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17. Nowhere in the Mediation agreement, or any other document, or in any discussion, has SMITH agreed to discontinue “...all participation in the Quality Assurance Industry...”. This is pure fabrication - PARIS/OXEBRIDGE is obviously very active in the Quality Assurance community and no harm has come to PARIS/OXEBRIDGE’ business involvements and activities. An obvious attempt has been made by PARIS/OXEBRIDGE to *knowingly falsely* convey a false narrative and negative portrayal of SMITH to the Court.
18. SMITH has abided by the Mediation agreement and there was no discussion of PARIS/OXEBRIDGE opening a “...new Quality Assurance Forum...”. And again, nowhere in the Mediation agreement, or any other document, or in any discussion, has SMITH agreed to discontinue “...all participation in the Quality Assurance Industry...”. This is pure fabrication by PARIS/OXEBRIDGE in an attempt to *knowingly, falsely* portray a false narrative to the Court.
19. Another false narrative in an attempt to deceive the Court. PARIS/OXEBRIDGE has significant business and evidenced in his expanse of two LLCs, one in the United States and one in Peru (to make him “judgment proof” in a complaint or lawsuit against him?). In addition, PARIS/OXEBRIDGE’ own web site claims PARIS/OXEBRIDGE has contracts with companies as prestigious as SpaceX (See <http://www.oxebridge.com/downloads/OxebridgeReferences.pdf>).

In addition, as an example, on or about 2 November 2015, PARIS/OXEBRIDGE was at a Quality Conference in San Diego:

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Issue Number Twenty Two - 30 September 2015 View this email in your browser

ISO 9001:2015 Released

That's One Ugly Baby You Have There, Ma'am

I won't bore you with what you already know, that ISO 9001:2015 has been released. Go grab it at the ANSI website and then buy a few cases of Corona to help take off the sting.

Well, I'm no dummy; if there's a gravy train to be jump on, I want a ticket! So I am happy to announce my 4-hour workshop on Practical Implementation of Risk Based Thinking at the upcoming San Diego Quality Conference 2015 on November 6th. The full ASQ event is two days, and they have me scheduled for the first, so be sure to stay over and see what the other speakers have to say on the 7th. To entice folks to stay over, I will be hosting an Oxbridge Afterparty on the night of the 6th, at the Hilton San Diego / Del Mar. It's a rare opportunity to meet with one of the greatest minds in ISO 9001 -- me! I know, I can't wait to meet me.

My only problem is that I haven't figured out how to reap the rewards of such shenanigans. I'm not charging anything for my workshop, and the registration fee goes straight ASQ, not to me. Someday I will be figure out this capitalism thing, but for now I'm lousy at it.

US TAG 176 Elections Looming

The US TAG leadership has done the usual thing and stacked the ballot with their consultant cronies. The likely new TAG Chair is Craig Williams, and that's problematic to say the least. Williams is an advocate of profiteering by consultants, and has shown little concern for the needs of ISO and users. He's also another Jack West puppet, which means if he's elected, West and Lorri Hunt will continue to run the TAG. Yay.

Click here to see the disturbing way each member nominated the other, and how incostuous the whole process is. Jck.

So I am calling on honest TAG members to vote for the following write-in candidates (assuming they don't write me in.) I also ask you non-members to pressure the TAG to do the same.

- Chair: Sharonda Jeffries
- Vice Chair: Jim Cogco & Govind Ramu
- SC 1 Chair: Govind Ramu
- SC 2 Chair: Mark Kinowood
- SC 3 Chair: Donna Thomas

That state is comprised of exactly ZERO consultants, and instead would recalibrate the TAG to ensure proper administration by actual end users.

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This doesn't sound like PARIS/OXEBRIDGE has been "...forced out of the Quality Assurance Industry..." by SMITH. The above is clear evidence that the actions (such as this lawsuit) of PARIS/OXEBRIDGE are causing more damage to PARIS/OXEBRIDGE's reputation by attacking significant members of, in this example, US TAG 176 members, who are members of a very large Swiss/International standards body, than SMITH who simply ran a relatively small Business Systems and Business Standards/Quality Assurance website which had no "ISO" focus.

20. SMITH does not have control over the internet and who posts things on the various sites such as "Reddit" anonymously or otherwise. SMITH did try to get content other people had posted removed and PARIS/OXEBRIDGE full well knows it. See Attachment "A" (**Reddit email forwarded 11 July 2015 ATTACHMENT A.pdf**). This is another attempt by PARIS/OXEBRIDGE to mislead the Court.

PARIS/OXEBRIDGE has been complaining about things which were not in either the Mediation Settlement Agreement or the Joint Stipulation. SMITH has tried to comply, however, to show he has done what he could even though he has no obligation to do so according to the of Mediation Settlement Agreement or the Joint Stipulation.

Further, PARIS/OXEBRIDGE continues to attempt to deceive the court such as in Docket Document 60:

20. To date, material posted by SMITH in breach of both the Mediation Settlement Agreement and Joint Stipulation remain published on numerous websites including, <http://www.reddit.com/r/elsmarcove>, where a version of SMITH's original website was reposted by SMITH. (See screen shot of www.reddit.com/r/elsmarcove (captured July 27, 2015) attached hereto as Exhibit "F" and fully incorporated herein, as if pleaded in this count.)

SMITH did not post that material and does not know who did, nor did SMITH

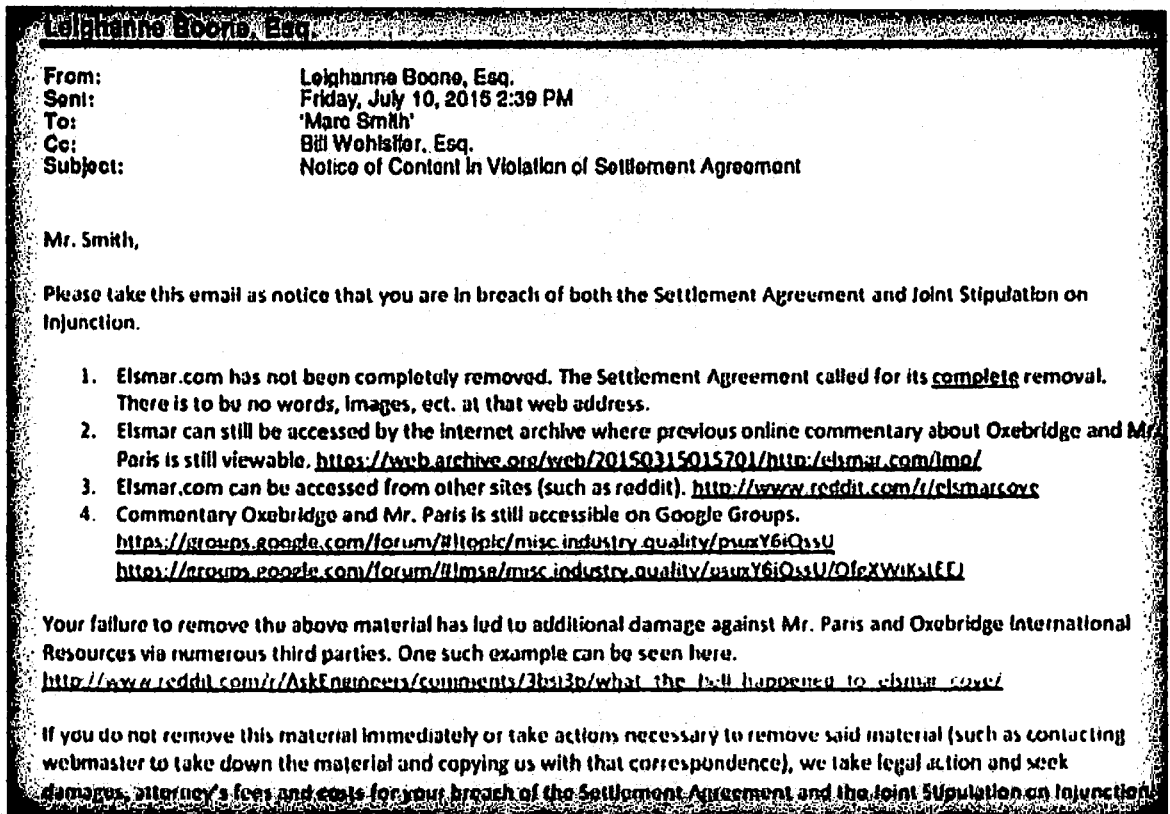
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conspire with anyone to post the material. PARIS/OXEBRIDGE also states that: "...a version of SMITH's original website was reposted..." which is totally false, and PARIS/OXEBRIDGE knows he has submitted lies/false statements to the Court. Whoever posted on Reddit had copied some graphics from Elsmar.com, probably before it closed. SMITH had no control over people copying graphics, or text for that matter, from what WAS Elsmar.com.

21. Nowhere in the Mediation agreement, or any other document, or in any discussion, has SMITH agreed to discontinue "...all participation in the Quality Assurance Industry...". This is pure fabrication by PARIS/OXEBRIDGE in an attempt to knowingly and falsely portray a false narrative to the Court.

22. Again, PARIS/OXEBRIDGE's attorney rephrases the text of the Mediation Agreement:



This is another attempt to deceive the Court. The Mediation Agreement states that Elsmar.com shall be shut down and not operated by SMITH. Nowhere does it

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state the specifics Ms. Boone says it does in Line Item 1 in her email. Line Items 2 and 3 are also false. Elsmar could not be accessed from those links. Line Item 4 is also false. This was discussed during the Mediation Settlement Meeting and addressed in Section 1, Line Item 2 c). Neither PARIS/OXEBRIDGE nor PARIS/OXEBRIDGE' attorney prepared and forwarded such a letter for SMITH to sign.

23. See all of the above.
24. The old www.quality1stop.com forum closed years ago and SMITH has no control over the web site or its indexed legacy content (See Line Item 22 herein) much like many "legacy" pages on Elsmar.com which are cached, nor is there a requirement in either the Joint Stipulation or the Mediation Agreement requiring SMITH to censor the entire internet.
SMITH has no control over the ancient (2004) Google Group.
PARIS/OXEBRIDGE has not sent a letter for SMITH to sign as discussed during the Mediation Settlement Agreement Meeting wherein Mr. Wohlsifer stated that, as PARIS' lawyer, he could get the content removed which was the reason for inclusion of Section 1, Line Item 2 c) in the Mediation Agreement.
25. Exhibit "I" contains a list of links on web sites which SMITH has no control over. In addition, if there are "...other examples purposely omitted...", why were they "purposefully" omitted?
26. No dispute, and SMITH believes he has fully and faithfully, in a timely manner, abided by the Mediation Settlement Agreement and the Joint Stipulation submitted to the Court and has exceeded the Mediation Settlement Agreement and Joint Stipulation requirements.
27. Deny. This is no more than repetition of the same claim cited throughout. A "...non-curable..." breach? How so? *Explanation needed.*
28. SMITH has submitted a motion for the case to be reopened to address this and other claims PARIS/OXEBRIDGE has made. SMITH wants a court trial. SMITH has also filed Court Docket Document 70 and 74(?) wherein SMITH believes the

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Joint Stipulation was submitted to the Court falsely by PARIS/OXEBRIDGE' attorney and as such is not valid/legal.

29. SMITH has removed "his" references to PARIS where he could. SMITH does not control the internet or other people's web sites and what others post on them - An "impossible" requirement.
30. That PARIS/OXEBRIDGE' web site was "hacked" was not something SMITH can control. There is also suspicion that PARIS himself defaced his own "Oxebridge" web site and maliciously blamed it on SMITH:

Hi Marc,

Further to my last email, I thought I'd preempt your response with the following link:

<http://www.oxebridge.com/emma/wp-content/uploads/2015/07/Oxebridge-site-hack-13-July-2015-1080x581.jpg>

This is the image that CP used in his post about being hacked.

In the address bar at the top of the page, if you manually delete the string after 07/, you are then presented with this following page:

<http://www.oxebridge.com/emma/wp-content/uploads/2015/07/>

Obvious security issues aside, you can clearly see on the file list several versions of the above screenshot, all of varying sizes.

The thing is, all image dimensions are the default output dimensions of Adobe Photoshop Elements CS6, which if I'm correct (OK, 'Prove' may have been too strong a word), suggest (To me at least), that the original image may have been created locally by CP himself, rather than just edited for publication.

Your thoughts on this would be greatly appreciated.

Best regards,

Matt

P.S. I had no idea you were already part of my network. In all honesty, I didn't even know who you were until Elsmar's demise.

SMITH Pro Se: Marc Timothy Smith, 8466 Lesourdsville-West Chester Road

West Chester, Ohio 45069 Tel: 513 720-0600

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The above is from an experienced internet security specialist:

<https://www.linkedin.com/in/mathewjjudge>

SMITH has had websites on the internet since 1996 , mostly as a hobby, and has not in all of those over 19 years ever experienced a “hack” to any of SMITH’s websites. SMITH can not be held responsible for the insecurity of PARIS/OXEBRIDGE’ web site, nor does PARIS/OXEBRIDGE have any evidence that SMITH was in any way involved, or that PARIS’ website was in reality “hacked”. SMITH doubts that even those with a grudge against PARIS could have “hacked” PARIS’ website if it was in any way even basically secured. PARIS/OXEBRIDGE himself has made, and continues to make, many enemies. His lawsuit against SMITH in and of its self did him more damage than SMITH himself could or would. PARIS/OXEBRIDGE has dredged up stuff going back to 2001 and has caused what is called the “Streisand effect”:

https://en.wikipedia.org/wiki/Streisand_effect - By continuing this lawsuit and complaints such as this one, PARIS/OXEBRIDGE is himself ensuring to continue to alienate many people and companies. Also, PARIS/OXEBRIDGE mistakenly referenced Exhibit “J”, rather than Exhibit “K”. More poor preparation by PARIS’ law team, or a ”stealth” effort to confuse the Court.

31. Examination of the “hack” graphics found on PARIS/OXEBRIDGE’ website show embedded EXIF information that indicates PARIS/OXEBRIDGE himself authored the graphic(s). E.g.:

---- IFD0 ----

Artist: Chris

XP Author: Chris

---- XMP-dc ----

Creator: Chris

All image dimensions are the default output dimensions of Adobe Photoshop Elements CS6, which suggest that the original image was created locally by CP himself rather than just edited for publication.

SMITH has good reason to believe PARIS “hacked” his own website in order to

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defame SMITH. SMITH did contact the Linode network technicians, which ultimately “hosted” CHRIS’ Oxebidge website and no report of a break-in (aka “hack”) has been filed. PARIS has provided NO evidence that the CHRIS PARIS’ OXEBRIDGE website was really “hacked” such as from his web host, website manager or other source. No log file analysis, no police report - Nothing.

32. Exhibit “K” (not “L”) does not specify what specific “work” was done. PARIS/OXEBRIDGE should have included a police report and other specifics as evidence that his web site was indeed “hacked” by someone and that he did not do so himself.
33. See Line Item 30 herein. In addition, a simple review of PARIS’ web site log files would tell who visited (from what IP address) as well as the exact time so PARIS/OXEBRIDGE had a way to be able to ascertain how many people visited during that time period, and doing so is part of every investigation into a web site break-in. In addition, PARIS/OXEBRIDGE himself announced the break-in on LinkedIn so he himself probably caused a spike in visitors to his web site.
34. SMITH believes PARIS/OXEBRIDGE’ lawsuit against SMITH has caused PARIS/OXEBRIDGE more harm than anything SMITH has posted anywhere at any time, including stuff from back in 2001 through “Blowback” and the “Streisand effect” (https://en.wikipedia.org/wiki/Streisand_effect).
35. See Line Items 19 and 30 herein. On his website PARIS/OXEBRIDGE even brags about how he is the “Defender of ISO 9001”, is controversial and has even been branded a “communist” by famous people such as conservative talk show hosts Bill O’Reilly and Sean Hannity (see <http://www.oxebidge.com/emma/about-christopher-PARIS/OXEBRIDGE/>). SMITH is not a significant public person, however the lawsuit PARIS/OXEBRIDGE filed has probably made SMITH what some people are calling a “Folk Hero” amongst some people, internet sites, etc. because PARIS “...threw a “sueball...” against an individual to ensure maximum financial damage and force the person to settle out of court rather than to pursue an

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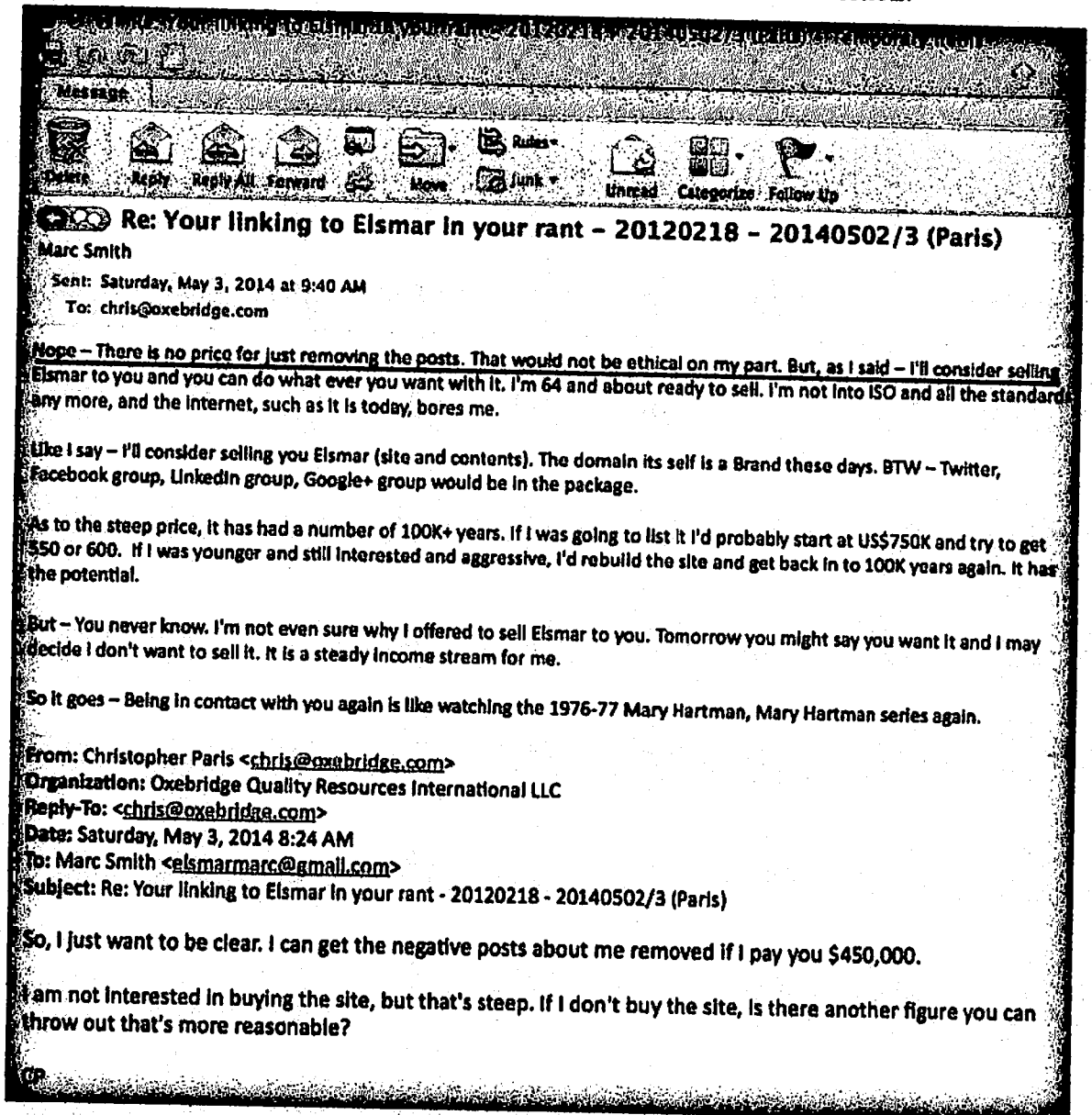
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expensive jury trial. Also see Line Item 30 herein. If PARIS/OXEBRIDGE is *persona non-grata* in the quality assurance arena, it is not SMITH who has caused the problem. As PARIS/OXEBRIDGE continues to complain about significant people and organizations on his public web site, LinkedIn, Twitter and other web venues, PARIS/OXEBRIDGE himself is the cause of any significant problems.

36. This is simply ludicrous. Unless PARIS/OXEBRIDGE shows he has left the Quality Assurance field, such as by taking his web site down and ceasing to participate in quality assurance discussions at such places such as LinkedIn, and ceasing to attend Quality Assurance related conventions and shows, there is nothing to indicate he or his business has in any way suffered, especially considering his clients as claimed on his web site (E.g.: SpaceX) and elsewhere. Also see Line Item 19 herein.
37. PARIS/OXEBRIDGE has not given any evidence of extortion. SMITH offered to SELL Elsmar.com at a price PARIS/OXEBRIDGE did not like. PARIS/OXEBRIDGE had no obligation to attempt to buy Elsmar.com.

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PARIS/OXEBRIDGE turns an offer to SELL Elsmar to him into extortion!



38. SMITH left "the ISO business" in 2000 when it became unprofitable for him. so there was no "unfair competition". In addition, there are at least 5,000 if not 10,000 or more "ISO consultants" and "ISO Experts" in the US alone. PARIS/OXEBRIDGE has plenty of competition. As to extortion, see line item 36 above. An offer to SELL Elsmar to PARIS/OXEBRIDGE is not extortion.

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39. SMITH has rebutted PARIS/OXEBRIDGE' "verified statement" (Exhibit "M"), line item by line item in a separate document, however most has already been discussed herein.
40. Disagree completely. Surreptitiously? No proof of noncompliance by SMITH.
41. SMITH has spent untold hours since this frivolous lawsuit was filed defending himself and attempting to comply with the flawed Mediation Settlement Agreement and the invalid Stipulation on Injunction and believes he owes PARIS/OXEBRIDGE nothing.
42. PARIS/OXEBRIDGE has himself to blame for bringing this frivolous, false motion in which PARIS/OXEBRIDGE continues to attempt to deceive the Court. SMITH believes PARIS/OXEBRIDGE should be held to pay SMITH for all the hours SMITH has put into defending himself in this frivolous, false motion and PARIS/OXEBRIDGE should be held responsible for all costs and fees, including travel costs for SMITH to having to attend the Mediation Settlement Agreement meeting.
43. See line item 41 herein.
44. Economic coercion? 15 U.S. Code § 1117 - Recovery for violation of rights has to do with Patents and Trademarks which have not been an issue in the lawsuit in any way. Citing this is quite a stretch. And, citing Safeway Stores - Safeway Stores is a large grocery chain with more than 2400 stores worldwide. The lawsuit in no way resembles this one. As to *John R. Thompson Co. v. Holloway*, 366 F.2d 108, 116-17, again, it is not relevant as it is a trademark and jurisdiction dispute.

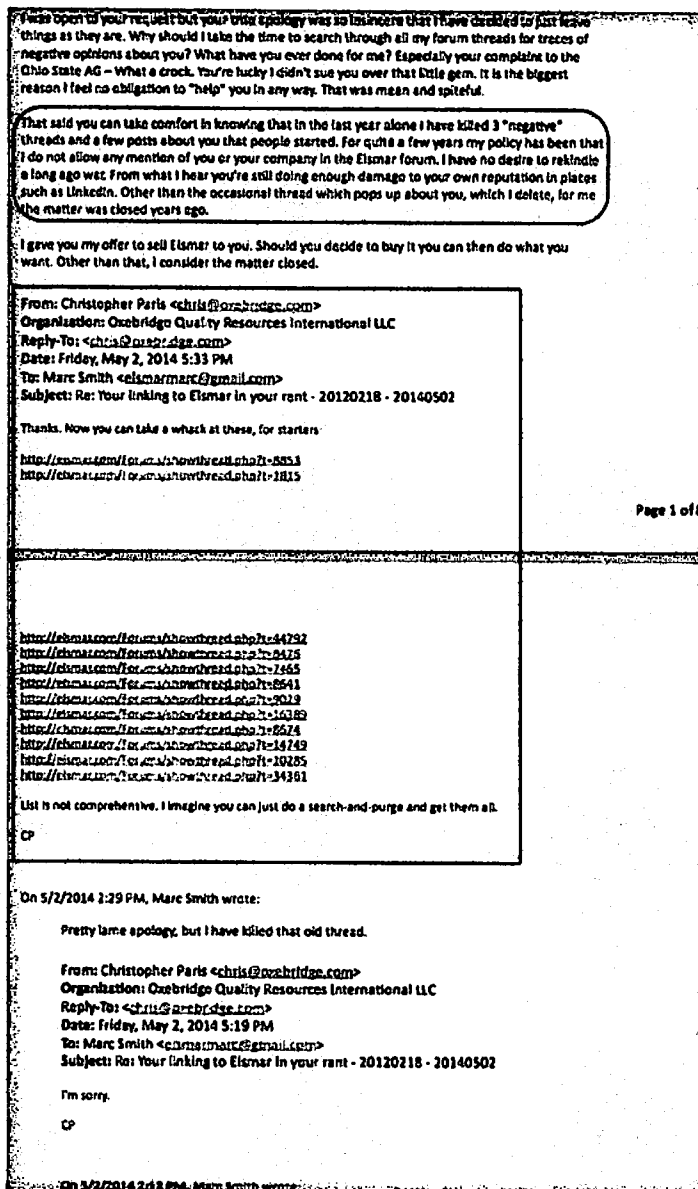
Reality Check: The fact is, well before PARIS/OXEBRIDGE started to defame SMITH on venues such as Twitter and LinkedIn during the summer and fall of 2014, SMITH removed "discussion threads" about PARIS/OXEBRIDGE which PARIS/OXEBRIDGE requested that he remove, but PARIS/OXEBRIDGE kept finding more discussion threads few of which even mentioned him.

PARIS/OXEBRIDGE claim that he never posted about Elsmar on his website is

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shown to be an outright lie which is in part shown in this part of an email exchange (see the “subject” line). SMITH has attempted to placate PARIS/OXEBRIDGE for several years, however PARIS/OXEBRIDGE has each time responded in a negative, insulting manner. The frivolous lawsuit brought by PARIS/OXEBRIDGE was clearly brought without probable cause and with the malicious intent to harass SMITH and to cause SMITH significant financial costs, mental anguish and to damage SMITH’s reputation.



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WHEREFORE, SMITH hereby requests that this Honorable Court:

- A. Dismiss PARIS/OXEBRIDGE's Claim of Breach of Mediation Settlement Agreement and Joint Stipulation (the Stipulation on Injunction - Court Docket Document 33 and the Mediation Settlement Agreement - Court Docket Document 49).
- B. Sanction PARIS/OXEBRIDGE and PARIS/OXEBRIDGE's attorney as deemed appropriate by the Court for filing a frivolous motion which they knowingly filled with outright lies, attempting to deceive the Court, and otherwise attempting to defame and smear SMITH.
- C. Sanction PARIS/OXEBRIDGE' lawyer as deemed appropriate by the Court for submitting a false document to the Court (the Stipulation on Injunction - Court Docket Document 33) and to declare that document void.
- D. Reimburse SMITH for travel expenses, including travel time, to attend the 16 March 2016 hearing.
- E. Reimburse SMITH for 65 hours of time spent to respond to the motion at a reasonable rate of US\$150/hour.
- F. That PARIS/OXEBRIDGE be responsible for paying any/all Court costs and any and all other costs/fees that arise from the PARIS/OXEBRIDGE motion.
- G. Sanction PARIS/OXEBRIDGE from submitting any further motion with regard to any claim of Breach of Mediation Settlement Agreement and/or the Joint Stipulation.


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

Dated and respectfully submitted using UPS this 8th
day of March 2016.

Marc Timothy Smith (SMITH pro se)

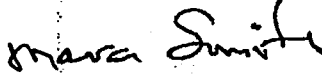
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By: 
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West Chester, Ohio 45069-1929
Tel: 513 720-0600
Email: marcsmith102@cinci.rr.com

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 PARIS/OXEBRIDGE at:

William R. Wohlsifer
1100 E. Park Ave Ste B
Tallahassee, Florida 32301
(Attorney for PARIS/OXEBRIDGE)



Marc Timothy Smith (SMITH pro se)