

**Case 8:15-cv-00011-T-17TBM – Reply to the Transcript of the Breach of Mediation
Settlement Agreement and Joint Stipulation of Hearing on 16 March 2016**

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

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

Response to Court Docket Document 82 – Supplemental Evidence

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, and Christopher Paris/Oxebridge - Plaintiff (herein after referred to as “CHRISTOPHER PARIS/OXEBRIDGE”) to reply to the Plaintiff’s submission of Court Docket Document 82.

1. CHRISTOPHER PARIS/OXEBRIDGE is wanting to alter the already agreed to written terms of the Mediation Settlement agreement of 5 June 2015. Failure of

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CHRISTOPHER PARIS/OXEBRIDGE's lawyer to follow through on Section 2 c) of the agreement is not sufficient to try to "turn the table" on SMITH and to now attempt to make SMITH responsible. This was extensively discussed in the Mediation Settlement Agreement meeting and was settled there.

CHRISTOPHER PARIS/OXEBRIDGE's lawyer Mr. Wohlsifer said he would take the responsibility and failed to follow through. This is not SMITH's fault.

2. In his Exhibit "A", again, CHRISTOPHER PARIS/OXEBRIDGE fails to accurately describe SMITH's responsibilities under the Joint Stipulation:

5. In paragraphs 5(b) of the Joint Stipulation, SMITH agreed to:

remove any online commentary regarding OXEBRIDGE or PARIS authored by SMITH on any website, social network, or any other manner of technology or communication now known or later to become known.

SMITH authored nothing on REDDIT, SMITH DID try to get the content removed and failed as been evidenced in several court documents (See Attachment/Exhibit "A").

3. In his Exhibit "A", again, CHRISTOPHER PARIS/OXEBRIDGE falsely says "...but the content was moved to Reddit..." referring to Elsmar.com. CHRISTOPHER PARIS/OXEBRIDGE knows full well that Elsmr.com was NOT moved or "cloned" to Reddit.
4. In his Exhibit "A", again, CHRISTOPHER PARIS/OXEBRIDGE wants content removed in accordance with the DMCA. SMITH has many times now pointed out that SMITH holds no copyright on either the word/name "Elsmar", or on any

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content that was on Elsmar.com. E.g.:

Site Copyright Policy - Copy *Free*
Revised for clarity on 7 March 2013

Except for some documents in the Paid Subscription Access directories and the \$ Contributor sub-forum, everything on the Elsmar Cove is "Copyright *Free*". If you reproduce information from the Elsmar Cove elsewhere, we do appreciate your citing the source, however, in one way or another.

If you post in the Forums (this includes files and/or pictures attached to any post in a discussion thread or in blogs or picture albums, etc) you do *not* have a right to assert copyright claim(s) now or in the future. We don't assert that we own the rights to post content, including files and/or pictures attached to posts (or in blogs or picture albums, etc). However, once you post or you attach a file, you agree not to come back at a later date and require me to remove your post(s) and/or attachments(s) for copyright or other reason(s). This is a free system and my policy is to NOT be a money grubbing type with lawyers at hand, but rather to be a free resource for folks. If the contents of your posts, files and/or pictures attached to posts or in blogs or picture albums, etc. are 'golden' to you, I suggest you post elsewhere or write a book and sell it. If you post here, your question(s) and any and all answers to questions(s), as well as any attachments you contribute, are essentially *in the public domain*. Essentially it is simply a matter of understanding that anyone who posts and/or attaches a file in the forum can not come back at a later time and demand that I remove their post(s) and/or attachment(s). By posting and/or attaching one or more files in the forum, the person is granting the Elsmar Cove the right(s) (if you will) to keep the content posted.

Also, please see the Elsmar Cove forum TOS (Terms of Service) for additional details.

SMITH has no standing to ask any website to remove content in accordance with the DMCA, despite CHRISTOPHER PARIS/OXEBRIDGE's continuing claims to the contrary, in various court documents, as well as correspondence with websites such as Reddit such as he claims in his Exhibit A" email exchange with Reddit.

WHEREFORE, SMITH hereby requests that this Honorable Court:

- A. Dismiss CHRISTOPHER PARIS/OXEBRIDGE's additional evidence as an "after the fact" attempt to alter the mediation agreement unless CHRISTOPHER PARIS/OXEBRIDGE agrees to invalidate the Mediation Settlement Agreement in its entirety.
- B. Sanction CHRISTOPHER PARIS/OXEBRIDGE from submitting any further motion with regard to any claim of Breach of Mediation Settlement Agreement and/or the Joint Stipulation.

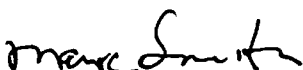
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- C. Sanction CHRISTOPHER PARIS/OXEBRIDGE from submitting any further motion with regard to the Hearing of 16 March 2016 in regard to the Breach of Mediation Settlement Agreement and/or the Joint Stipulation.

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

Dated and respectfully submitted to the Court using UPS this 29th day of March 2016.

Marc Timothy Smith (SMITH pro se)

By: 

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West Chester, Ohio 45069-1929

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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)