IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA CIVIL DIVISION

FREDERICK SHADDOCK, 520 N Street SW, S-316, Washington, DC 20024 (Square 0503, Lot 0116). Plaintiff, v. OKSANA SHEMET SHADDOCK, 520 N Street SW, S-316, Washington, DC 20024 Defendant	CASE NO. 2025-CAB-004804 PLAINTIFF'S OPPOSITION TO DEFENDANT'S REQUEST FOR WAIVER OF PRESENCE AT JANUARY 16, 2026 SCHEDULING CONFERENCE

COMES NOW, Plaintiff, pro se, and opposes Defendant's counsel's December 15, 2025 letter-request (Exhibit O2) to waive her presence at the January 16, 2026 remote scheduling conference. The request misrepresents facts and delays resolution of undisputed issues. Defendan's counsel exhibits a pattern of dishonesty, diversion, dubious documents, and delay tactics thwarting the rule of marital property law. Plaintiff requests the conference proceed as scheduled.

I. Facts

1. Defendant's letter claims she must remain in Russia "for a few months" due to her father's death. However, her December 15, 2025 text states: "I come DC... I need be back home (DC). May bring my mom" (Exhibit B, screenshot attached), indicating imminent return.
2. This follows a December 9, 2025 joint continuance (to ~Feb. 15, 2026), already granted compassionately. Further delay prejudices Plaintiff amid ongoing lockout (see related emergency motion).
3. The conference addresses core issues: marital property (Harbour Square condo), void quitclaim (2013, unrecorded/forged), and access—resolvable via partial summary judgment (filed concurrently).

II. Argument

Under Super. Ct. Dom. Rel. R. 16, scheduling conferences ensure efficient case management. Waiver is inappropriate where presence aids resolution (D.C. Code § 16-910 equitable distribution requires input). The misrepresentation (re: return) warrants denial; counsel is authorized but cannot excuse false premises. Proceed remotely via WebEx, as prior (Oct. 31, 2025).

III. Prayer for Relief

Deny the waiver; order Defendant's appearance; proceed January 16, 2026.

Respectfully submitted,

/s/ Frederick J. Shaddock
[As above]
Date: December 15, 2025

Certificate of Service:.

Exhibit A: Liotta Letter (Dec. 15, 2025).
Exhibit B: Oksana Text Screenshot (Dec. 15, 2025).

17:38 LTE 19

12  +1 (202) 372...
een today at 16:14

Today

What bank u applied for i do not understand 00:17

I come DC. We agreed not IA? Right?
I have no idea about what u are saying.
I need be back home.
May bring my mom. 03:08

Its very hard misdion for me.
U know ur house is ur house what ever you arr saying.
I think or you said house

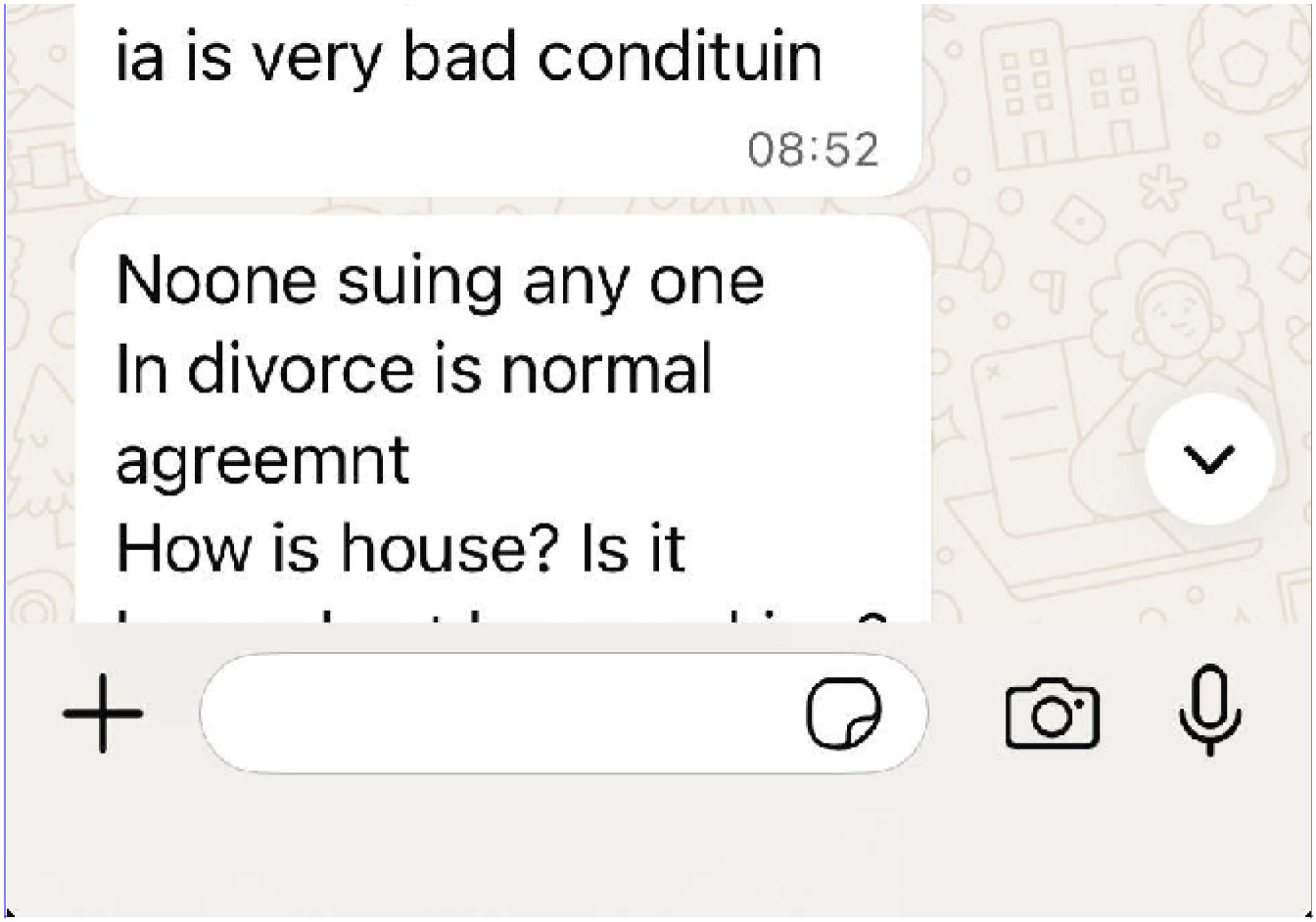

ia is very bad condituin
08:52
Noone suing any one
In divorce is normal
agreemnt
How is house? Is it

Exhibit O2