IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA CIVIL DIVISION

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| FREDERICK SHADDOCK,<br>520 N Street SW, S-316, Washington, DC 20024<br>Plaintiff,<br>v.<br>OKSANA SHEMET SHADDOCK,<br>520 N Street SW, S-316, Washington, DC 20024<br>Respondent. | CASE NO. 2025-CAB-004804<br><br>COMPLAINT FOR DECLARATORY JUDGMENT TO VOID QUIT CLAIM DEED FOR DEFECTS |

COMES NOW the Plaintiff, **Frederick Shaddock**, appearing pro se, respectfully moving this Honorable Court for a Declaratory Judgment to void the alleged "Quit Claim Deed" dated December 7, 2013, concerning the property at 520 N Street SW, Suite S-316, Washington, DC 20024, **void, null, and of no legal effect**, for defects in execution, coercion, and non-registration:

1. **Background**:
   Plaintiff and Respondent were lawfully married on January 17, 2001, and during the marriage, acquired real property presumed to be marital property under D.C. Code § 16–910(2).
2. **Alleged "Quit Claim Deed"**:
   Respondent has produced a purported "Quit Claim Deed" allegedly executed by Plaintiff in December 2013, purporting to transfer Plaintiff's marital interest in the Harbour Square condominium for a nominal consideration of **one dollar ($1)**.
3. **Irregularities and Defects**: the alleged document is flawed for multiple independent reasons, including:

- **Signature irregularities**: The signature purported to be Plaintiff's does not match his known signature style, particularly the letter formations in "Frederick" and "Shaddock".
- **Ink inconsistency**: The Plaintiff's alleged signature is in **blue ink**, whereas all other signatures, including the notary's, are in **black ink**, an odd and suspicious discrepancy.
- **Absence of registration**: The purported Quit Claim Deed was never registered with the District of Columbia Recorder of Deeds, as required for validity and public notice.
- **Coercion and duress**: Plaintiff states unequivocally that he never willingly signed such a document, and that any signature procured was under coercive circumstances to gain access to the marital residence.
- **Lack of consideration**: There is no documentary evidence (such as check, deposit slip, or cash receipt) confirming any exchange of $1 or other valuable consideration, thereby voiding any contract under basic principles of contract law.
- **Deceased Notary**: The notary, Audrey Hatrey, is deceased and cannot be questioned or confirm the circumstances of the purported notarization. Further, the notary stamp appears **upside down**, suggesting inattentiveness or irregularity.

4. **Pattern of Conduct**:
   Respondent has previously submitted unilateral, non-consensual documents to courts, such as a purported mutual divorce dismissal in Iowa (Case CDCV402015), without Plaintiff's agreement or verified signature, evidencing a pattern of document fabrication or misrepresentation.

5. **Photos and Conduct History**:
   Plaintiff has photographic records of major real estate transactions, including the purchase of the Harbour Square N32 unit and an Iowa home, but no photos exist of the purported execution of this Quit Claim Deed—highly inconsistent with Plaintiff's longstanding documented practice.
6. **Emergent Issue**:
   This matter was **not adjudicated** in prior case 2025-CAB-000953 but emerged from Respondent's subsequent claims and must be resolved to clarify the marital property status of the Harbour Square condominium.
7. **Legal Standard**:
   Under DC law and general contract principles, a deed executed under duress, without proper notarization, without registration, or without valid consideration is void and of no legal effect.
8. **Jurisdiction**:
   Under DC Code § 16-910 this Court has jurisdiction over matters regarding this property and residents of Washington, DC.

**WHEREFORE**, Plaintiff respectfully requests this Honorable Court:

- Declare the purported "Quit Claim Deed" dated December 7, 2013, void, null, and of no legal effect;
- Confirm that the property located at 520 N Street SW, Suite S-316, Washington, DC 20024 remains marital property;
- Grant such other and further relief as this Court deems just and proper.

Respectfully submitted,
June 6, 2025

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**cc:**
Oksana Shemet Shaddock, Respondent (via electronic filing)
Robert Case Liotta, Esq. (Counsel for Respondent)