Outlook

Courtesy notice in advance of personal legal action. Discriminatory and over-reaching enforcement of Bylaws at H.S.

From Frederick Shaddock <shaddock@harbour-square.com>
Date Thu 2025-10-16 13:13
To Judy Tyrrell <JudyTyrrell@gmail.com>
Cc gm@harboursquare.coop <gm@harboursquare.coop>

1 attachment (264 KB)
MotionAddJudyToOksanaCase.pdf;

Dear Judy,

I hope this finds you well. It has been over 15 years since we first met when you were the Manager at Tiber Island Coop when Oksana and I lived there (2010-2012). I have always appreciated your steady hand in fostering a fair community at Harbour Square, where I've been a resident for 22 years total (N-32 owner 2001-2010; S-316 co-owner since 2012). This is no way to treat a long time Harbour Square resident. As someone on the official Guest List, I am entitled to standard assistance from you and the Management Office. Yet you have personally chosen not to respect those rights in this marital matter, such as the September 11th illegal entry attempt, your ordering the Guards to illegally return my addressed mail.

Your two letters admonishing Oksana's rudeness to our excellent security team—dated November 1, 2019 (re: cursing and loud behavior toward Lynn Felix and Alvin Chase over a package for me, warning of appropriate action if repeated) and November 19, 2021 (re: threatening Bridgette Everett's job over a contractor incident, noting discussion with the Board and potential hearing)—show the impartiality that makes this place special. You've upheld fairness then, and I know you'd extend that to me as a long-time resident and marital co-owner. Oksana's pattern (fired January 2025 for rudeness to co-workers/managers at 8 companies) extends here, with you as the Enable. Without your willingness to exceed GM duties, she could not deprive me of marital property/use rights (lis pendens filed Oct 9, 2025, clouding title).

There are 477 units in Harbour Square, and if even half are married, that makes about 238 spouses, many who are not Deed Signers. You are not going to their units to demand that they leave, trying to get the Police to evict them, nor telling the guards to return their mail. You are doing discriminatory enforcement of a law that is not in the Bylaws, only against me. Nowhere do the Bylaws, or DC Law, or the US Constitution give you that authority. It is outside your duties as GM. You have acted in a rogue manner, way outside the job description in the Bylaws. The guards do obey you but sadly. You had to make them sign a paper with the implication their personnel file would be affected, on October 7. As of October 14, no one had initialed it, although they may have by now. It is safe to say that no one was in a rush to sign it.

No one else thinks what Oksana and you are doing is right. Not the Judge (Oct 9 ruling affirming my rights), not the Police (Sep 11 confirmation of my residency), not the Guards (if you give them freedom of speech), not the DMV (issuing my license here), and not the Postman (handing me my envelopes outside the building).

No one (except Oksana, and only half the time) really opposes my having all the rights I had for over 20 years. You've spent more time on Oksana than any resident in the history of Harbour Square —imagine if she did these things to her husband that you wouldn't tolerate toward yours at home. No one will blame you (except maybe Oksana) if you simply refuse to get involved; you have the right to say, "No, I am busy with Harbour Square matters. You will have to work that out with your husband." A suit against you would be sad, but sadly necessary if this continues. This is not a Harbour Square matter because you are not acting in accord with HS bylaws. I am addressing this to your home to reinforce that. As a co-owner, I do not want the Assessment I pay half of to be used for Harbour Square's attorneys. You should use your own attorney. Harbour Square is not being sued, it would be you personally.

With Oksana unemployed since January, despite her daily job hunting, we are both committed to steadily paying the $1,200/month assessments via my computer consulting and training work. To that end, I'm reaching out pre-court as a courtesy: Attached is a draft motion I would prefer not to file in my pending case (2025-CAB-004804 before Judge Ross) to add you individually for those oversteps.I am not suing Harbour Square because my 477 neighbors have not done anything wrong.

I have had harm my health/access (fob denial since Sep 10 causing my Blood Pressure to go up, without the ability to exercise or swim by doctor's orders. Please see the proposed Draft PDF motion attached, naming you as the Facilitator. None of Okana's unusual requests would be possible without you.

Out of respect for our history, let's resolve amicably: Issue a temporary key fob for S-316 (with my DC ID verification) and confirm you will remain neutral — no involvement in the Shaddock husband/wife dispute. Just standard resident/guest support. I've attached a simple "Proposed Resolution" one-pager (below) for your review. Let's keep our working dynamic cordial and productive for everyone's sake at Harbour Square.

Warm regards,
Frederick Shaddock
Unit S-316, Harbour Square
520 N Street SW, Washington, DC 20024
202-365-6500
Shaddock@Harbour-Square.com

Certified letter to:
Judy Tyrrell
15131 Stillfield Place
Centreville, VA 20120-3910

Proposed Resolution:

Unit S-316 Key Fob Access & Neutrality at Harbour Square

Parties: Frederick Shaddock (Resident/Co-Owner) & Judy Tyrrell (GM, Individually)
Date: October 16, 2025

To maintain community harmony and my 22-year residency:

1. Key Fob Issuance: Provide temporary elevator key fob for S-316 within 24 hours (verified by my DC license/ID), enabling mail/package retrieval (Box 316) and amenity access (gym/pool for doctor-ordered BP exercise). Returnable upon case resolution.

2. Neutrality Commitment: Confirm in writing (email OK) that Harbour Square/GM will not intervene in Shaddock marital dispute—e.g., no returns/holds of addressed items (respecting guest list rights), no entry aids without consent/court order. Standard resident support only.

3. Assessment Support: Acknowledge my ongoing payments ($1,200/month) amid lis pendens/Oksana's unemployment—joint efforts to sustain unit stability.

Agreement: This resolves pre-litigation; no motion filing if met by Oct 20, 2025.

Agreed:

_____
Judy Tyrrell
Date: _____

_____
Frederick Shaddock
Date: _____