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 Respondent.	CASE NO. 2025-CAB-004804 MOTION FOR A PROTECTIVE ORDER AND DECLARATORY JUDGMENT ON CONSTITUTIONAL GROUNDS

COMES NOW, Plaintiff, FREDERICK SHADDOCK, respectfully moves this Honorable Court, pursuant to the Due Process Clause of the Fourteenth Amendment and the equal protections guaranteed to spouses under the law, for an Order affirming his right to equal occupancy of the marital residence and enjoining any further attempts at same-day, phone-requested, extra-judicial eviction without even a 30 days notice. In support thereof, Plaintiff states:

INTRODUCTION

1. This Motion is brought to prevent an ongoing deprivation of Plaintiff's Constitutional rights. The governing structure of the Harbour Square Cooperative Bylaws, as applied to a marital household, creates an unConstitutional power imbalance that reduces one spouse to a state of legal non-existence, subject to summary eviction at the whim of the other. It effectively makes the title-signing spouse the "master" and the other spouse the "slave" as prohibited by the 14th Amendment of 1868. This case presents a clear conflict between private Bylaws and the fundamental Constitutional principles of due process and marital equality.

FACTUAL BACKGROUND

2. The parties' marital 1 bedroom condo is Harbour Square Cooperative Unit S-316 ("the Marital Residence"). Plaintiff is currently residing in the Marital Residence and contributes substantially to its expenses because the Defendant is currently unemployed since January. He is working on renting the condo so he can join his wife at their 2nd marital 5 bedroom house in Fairfield, Iowa.
3. On September 11, 2025 around 5:00 pm, Defendant Oksana Shaddock was in Iowa house, where she enjoys full marital rights. Missing her husband, she called 1000 miles to Harbour Square General Manager Judy Tyrrell and requested that Plaintiff be summarily removed from marital apartment S-316. Relying on a policy that grants unilateral power to the leaseholder, Management moved to comply with this request without any legal process or inquiry into Plaintiff's spousal rights. When the Plaintiff pushed back on the GM's and 2 male staff's attempt to push in the door and enter S-316, she called 911 to ask the Police to remove him.
4. This attempted eviction via single phone call was only halted when 2 Metropolitan Police Department Officers correctly recognized it as home-jacking, a civil matter requiring judicial adjudication, allowing him to stay to this day. (Exhibit A: CCN# 25139139)

ARGUMENT

5. **H.S. Bylaws Sanction a Deprivation of Liberty and Property Without Due Process.** The Fourteenth Amendment guarantees that no one shall "deprive any person of life, liberty, or property, without due process of law." A policy that allows for the summary eviction of a resident spouse, based solely on the title designation and without notice or a hearing, is a blatant violation of this fundamental right. The attempted action by the Defendant and the Cooperative Manager, which required Police intervention to stop, underscores the very "state action" and deprivation the Amendment is designed to prevent. Harbour Square may not act as a *de facto* state, within the USA, yet with its own laws.
6. **H.S. Bylaws Enforce a Form of Legal Coverture Incompatible with Modern Law.** While the Doctrine of Coverture was abolished by the 19th Amendment in 1919, the Harbour Square policy effectively resurrects it by vesting all legal rights and powers of the marital home in one spouse. Plaintiff is not allowed a vote for the H.S. Board of Director elections or resolutions. The 19th Amendment and subsequent jurisprudence guarantee women—and by extension, all spouses—a status of legal and civic equality. A bylaw that disenfranchises one spouse, denying them any voice in their home's governance or security of tenure, violates this principle of marital equality. It creates a "Master-Servant" dynamic within the marriage, where one party holds absolute power to make the other homeless. According to Flynn Title Company, this is "not unusual". So, many spouses at Harbour Square are in this subservient position.
7. **This Power Imbalance is a Direct Threat to the Marital Union and Judicial Economy.** Such an extreme disparity of power, where one spouse can unilaterally inflict a grave injury (eviction and homelessness) upon the other, makes the marital relationship unsustainable. It forces the disenfranchised spouse to choose between submission and divorce litigation, fostering resentment and conflict. This Court has an interest in preventing such destabilizing "self-help" remedies that escalate disputes and show a disrespect for the judicial process.
8. **Plaintiff's Course of Conduct and Defendant's Failure to Reciprocate.** Plaintiff and Defendant were married on January 17, 2001. Plaintiff has always provided Defendant full rights to all marital residences. He gave her keys and voting rights to his pre-martial condo in Fairfield Iowa purchased in August 1997 (Exhibit C), Harbour Square unit N32 in February 23, 2001 (Exhibit D), and Iowa house on August 16, 2006 when she could not attend the closing (Exhibit E). In stark contrast, Defendant acquired the Harbour Square unit S-316 on October 12, 2012, during the marriage, but intentionally excluded Plaintiff from the title, creating the current inequitable and unConstitutional power imbalance. Defendant is now unjustly enriched and exploits this unilateral title ownership to Plaintiff's severe detriment, a right she herself was granted in all prior properties. Plaintiff has endured this situation for 13 years (as of 10/12/2025) until it became home threatening on September 11.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff, FREDERICK SHADDOCK, respectfully requests this Honorable Court enter an Order:

A. Declaring that the current enforcement of the Harbour Square Cooperative Bylaws, as applied to deprive a spouse of occupancy in the marital home without due process, violates the fundamental constitutional principles of the 5th, 14th, and 19th Amendments of the U.S. Constitution;

B. Issuing a Protective Order enjoining the Defendant, her agents, and the Harbour Square Cooperative from taking any steps to alter Plaintiff's access to, or remove him from, the Marital Residence, absent a specific Court order;

C. Declaring that, pending the resolution of this action, both Plaintiff and Defendant have an equal right to occupy the Marital Residence, including the issuance of a key and electronic fob with a working combination (the tool used for extra-judicial lock-in or lock-out) to Plaintiff to ensure full and equal access (up the elevator) and egress (down the elevator), without having to abandon his clothes and other property in the Marital Residence;

D. Ordering the Harbour Square Cooperative to formally recognize the marital property rights of both spouses by:
i. Permitting any spouse to be *de jure* added to the title document for their marital unit, upon payment of approximately $1000 to Flynn Title company; and/or,
ii. Instructing its management and staff to treat both spouses as having *de facto* equal ownership rights, including equal access and voting privileges, pending the title resolution; and

E. **Lock Out Reciprocity** - Finding that the Defendant is judicially estopped from, and has waived any claim to, excluding the Plaintiff from the District of Columbia marital residence while simultaneously demanding his presence and support at the Iowa marital residence; and further enjoining the Defendant from seeking such contradictory relief; If a wife claims her husband cannot go to their marital DC condo, then should he be able to bar her from their marital Iowa house? Of course not, and Defendant prays this Court and case makes this precedent clear for all Americans.

RESPECTFULLY SUBMITTED,

/s/Frederick Shaddock
Frederick Shaddock, Petitioner, pro se
September 20, 2025

Exhibit A - Police Report CCN# 25139139 - no cause for arrest or eviction, Plaintiff can stay at S-316

Exhibit B - Video of Attempt at Unlawful Home Jacking on 9/11- http://911HomeJack.com password: Mantra

Exhibit C - University Manor Condo Association, Fairfield, Iowa (pre-marital, purchased August, 1997) - http://UniversityManor.com/A28

Exhibit D - Harbour Square Cooperative N32 (first of 2 units, 2/23/2001) - https://Harbour-Square.com/N32/purchase

Exhibit E - Iowa 5 bedroom house deed (purchased August 16, 2006) equally including Defendant - https://Fairfieldiowa.us/house/deed/13ConTitleWechslerShaddock

CERTIFICATE OF SERVICE

I certify that on September 20, 2025, this motion was served via the DC Court Portal to:
Oksana Shemet Shaddock at OksanaShaddock@Gmail.com
Robert Liotta, Esq. (Attorney for Defendant) at RCL@ldelaw.com and
3726 Harrison St NW, Washington, DC 20015

/s/Frederick Shaddock
Frederick Shaddock, Petitioner, pro se