IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA CIVIL DIVISION

FREDERICK SHADDOCK, 520 N Street SW, S-316, Washington, DC 20024 Lot 0116 Square 0503 Plaintiff, v. OKSANA SHEMET SHADDOCK, 520 N Street SW, S-316, Washington, DC 20024 Respondent.	CASE NO. 2025-CAB-004804 MOTION TO ATTACH TRUE LEGAL SEPARATION AGREEMENT AND DECLARE POST-NUPTIAL HYBRID VOID

COMES NOW the Plaintiff, FREDERICK J. SHADDOCK, pro se, pursuant to Super. Ct. Civ. R. 15(d) and 60(b), and respectfully moves this Court to attach the true Legal Separation Agreement (Exhibit R2) and declare the Post-Nuptial hybrid (Exhibit R1) void for either intentional misrepresentation or possible unintentional misplacement of versions of pages 1-4, before notarized pages 5-6. In support, seeking clarity and marital healing, Plaintiff states:

1. Background: This action seeks equitable reformation of title to marital Unit S-316 (Harbour Square Cooperative, 520 N Street SW, Washington, DC 20024), voiding the fraudulent and unrecorded alleged "quit claim deed" of December 7, 2013. The March 11, 2025 Post-Nuptial (Exhibit R1: Liotta's draft filed hybrid) has also caused confusion, but the true document is Plaintiff's corrected Legal Separation Agreement (Exhibit R2: Full Pages 1-4, notarized pages 5-6), as part of a motion to convert the Iowa divorce (CDCV402015) to separation with balanced access. Attachment promotes justice (R. 15(d)), as it clarifies misrepresentation without prejudice.
2. Facts Justifying Attachment and Voiding: The Post-Nuptial hybrid Liotta filed (March 18, 2025, in Case 2025-CAB-000953) pairs uncorrected pages 1-4 (Liotta's "before" draft with misspellings like "Divoce" for "Divorce," "Invalitity" for "Invalidity", nebulous dates like "November" for specific date ranges, "Rick" for "Frederick," and "remainder blank" on page 4 despite room for signatures) with notarized pages 5 (Plaintiff's signature) and 6 (Defendant's signature) from Plaintiff's corrected and acceptable version (Exhibit R2: True Pages 1-4). Defendant likely switched pages 1-4 then sent to her counsel to create this fraudulent hybrid, omitting Plaintiff's 20 improvements (Exhibit R2: Rick Vs. Frederick Pages 1-4 PDF Comparison), including changing his name from 'Rick' to 'Frederick' and expanding Section 2a for not just "Authorized Guest" to include "Authorized Occupant" status at Harbour Square. This follows Defendant's pattern of submitting altered documents (Exhibit B Bogus QCD, Exhibit F Fake Motion to Dismiss Divorce, and Exhibit Q ease of Notary misuse)
3. Plaintiff never signed the Defendant's uncorrected Draft pages 1-6 as one document. Her apparent post signing replacement of pages 1-4 voids all 6 pages under Restatement § 164 (misrepresentation) and § 237 (material breach via frustration of purpose—shared access). Defendant's post-signing Guest List revocation (~June 11, 2025, after 90 days) and September 11 extra-judicial eviction push (Judy door attempt, and DC Police refusal based on DC license, Tax returns and U.S. Mail (http://911HomeJack.com) confirm the breach of agreement, plus confining Plaintiff without fob, mail, opportunity to exercise, a health harm at 70. To avoid such tactics, future agreements should require each page to be initialized and dated by both parties.

4. Legal Basis: Under D.C. Code § 16-910 (equitable distribution), courts void post-nups for fraud/unfairness (Burtoff v. Burtoff, 418 A.2d 917 (D.C. 1980)) and attach supplemental documents for clarity (R. 15(d)). The hybrid's misrepresentation (page 1-4 switch), misuse of Notarized pages 5-6, and material breach (access denial) render it unenforceable (Tsintolas Realty Co. v. Mendez, 984 A.2d 1171 (D.C. 2009)). Preclude mention (in limine, R. 16/403); declare void to enable title reformation (Count X in pending amendment).
5. No Prejudice/Delay: Attachment resolves confusion for October 31 hearing, no new discovery needed, aligning with TRO's preservation of marital status quo.

WHEREFORE, Plaintiff requests:
a) Attach Exhibit R True Legal Separation Agreement Pages 1-4, plus signatures, to the record;
b) Declare the "Post-Nuptial Agreement" hybrid void for fraud, breach, or misplacement;
c) Preclude future reference of the hybrid in the hearing, in limine;
d) Expedite for October 31 hearing or rule on papers.

Respectfully submitted,
/s/Frederick J. Shaddock
Frederick Shaddock, pro se
Email: fred@shaddock.net

INDEX OF EXHIBITS
ExhibitB_OksanaQuitClaimDeed20131207R.pdf - from December 7, 2013 unrecorded QCD forgery
ExhibitF_20250311_IowaOksana'sFakeMotionToDismiss.PDF - Unilateral Motion to Dismiss Divorce
ExhibitQ_QuirkyQuitClaimDeedNotarizedDemo.pdf - demo of the ease of misuse of Notary signing
ExhibitR1_ExhibitR1_2025-CAB-000953PostNupialDraftLiotta.pdf - Defendant's counsel's draft proposal
ExhibitR2_RickVsFrederickAgreementDifferences.pdf - 20 differences, Defendant's pages 1-4 with Plaintiff's

CERTIFICATE OF SERVICE

I, Frederick J. Shaddock, hereby certify that on October 20, 2025, I served a true and correct copy of the MOTION TO ATTACH TRUE LEGAL SEPARATION AGREEMENT AND DECLARE POST-NUPTIAL HYBRID VOID upon counsel for Defendant, Robert Case Liotta, via electronic mail at his designated business email address: rcl@ldelaw.com and
Oksana Shemet Shaddock, Respondent (via electronic filing: OksanaShaddock@Gmail.com)

Respectfully submitted,
/s/Frederick J. Shaddock
Frederick J. Shaddock, Plaintiff pro se