SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

FREDERICK SHADDOCK, **Plaintiff,** **v.** **OKSANA SHEMET SHADDOCK,** **Defendant.**	**2025-CAB-004804** **Judge Carl E. Ross** **Next Event: October 24, 2025** **Remote Initial Scheduling Conference**

ORDER

A hearing on Plaintiff's Emergency Motion for Restoration of Access Declaratory Judgement, filed on September 12, 2025, was held on October 9, 2025. Plaintiff and Defendant appeared. Plaintiff also agreed to essentially withdraw his two motions for Emergency Ex Parte Motion for Lis Pendens and Temporary Restraining Order, filed August 8, 2025, and August 19, 2025, and his Emergency Motion for Use of Marital Automobile, filed on September 8, 2025. Accordingly, Plaintiff's two motions for Emergency Ex Parte Motion for Lis Pendens and Temporary Restraining Order, filed August 8, 2025, and August 19, 2025, and Plaintiff's Emergency Motion for Use of Marital Automobile, filed on September 8, 2025 are denied without prejudice. Defendant did not file Oppositions to the Emergency Motions and the time to do so has passed. The Court considered Plaintiff's Emergency Motion for Restoration of Access Declaratory Judgement, and the testimony presented at the hearing, and for the following reasons denies Plaintiff's Emergency Motion for Restoration of Access Declaratory Judgement.

The court must consider four factors before granting injunctive relief: (1) substantial likelihood of success on the merits; (2) likelihood of imminent, irreparable harm to the Plaintiff; (3) balancing of the equities; and (4) whether the relief is in the public interest. In the instant case,

the Court denies Plaintiff's Motion because Plaintiff has failed to prove substantial likelihood of success on the merits. Specifically, the Court has been presented with a post-nuptial agreement that appears to be signed by the Parties. The parties disagree regarding the validity of the post-nuptial agreement and the matter is currently the subject of litigation in Iowa. The Court was not presented with sufficient evidence to determine the validity of the presented post-nuptial agreement, and by extension the rights of each party with respect to the property in question. Accordingly, the Court was not presented with sufficient evidence to grant Plaintiff injunctive relief with respect to the property. The Court takes no position, at this time, on the validity of Plaintiff's claims or the authenticity of the signed post-nuptial agreement but is without the ability to grant Plaintiff's Emergency Motion for Restoration of Access Declaratory Judgement. Plaintiff failed to advance sufficient facts and evidence that supports a finding that the agreement is in fact invalid, and Plaintiff therefore cannot claim ownership over the property in D.C. The Court did not analyze the remaining three factors, as Plaintiff failed to satisfy the threshold issue of success on the merits.

ACCORDINGLY, it is by the Court, this 9th day of October 2025, hereby

ORDERED that Plaintiff's Emergency Ex Parte Motion for Lis Pendens and Temporary Restraining Order, filed August 8, 2025, is **DENIED without prejudice as moot**; and it is further

ORDERED that Plaintiff's Emergency Ex Parte Motion for Lis Pendens and Temporary Restraining Order, filed August 19, 2025, is **DENIED without prejudice as moot**; and it is further

ORDERED that Plaintiff's Emergency Motion for Use of Marital Automobile, filed on September 8, 2025, is **DENIED without prejudice as moot**; and it is further

ORDERED that the Emergency Motion for Restoration of Access Declaratory Judgement, filed September 12, 2025, is **DENIED**.

SO ORDERED.



Judge Carl E. Ross

Copies to all Parties.