

NOTICE: THIS DOCUMENT CONTAINS SENSITIVE DATA

NO. DF-24-18010

NOTICE: DOCUMENT CONTAINS  
SENSITIVE INFORMATION.

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IN THE MATTER OF	§	IN THE DISTRICT COURT THE
MARRIAGE OF	§	
	§	
GWENDOLYN ULIJASZ-MCKEMIE	§	<u>302<sup>nd</sup></u> JUDICIAL DISTRICT
&	§	
JASON MCKEMIE	§	DALLAS COUNTY, TEXAS

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**EMERGENCY MOTION FOR MEDICAL PRESERVATION, INTERIM MAKE-WHOLE RELIEF, JUDICIAL FINDINGS OF MISREPRESENTATION/IMPOSSIBILITY, CONDITIONAL SANCTIONS, AND THIRD-PARTY SUBPOENA AUTHORITY (QLE RECORDS)**

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Respondent, Jason McKemie, files this Emergency Motion because he has suffered **actual, ongoing medical harm** due to abrupt loss of healthcare and prescription access, and because Petitioner's asserted "compliance" is **materially inconsistent** with objective administrative facts and third-party administrator confirmations. Respondent requests immediate stabilizing relief that the Court can grant **without deciding fault today**, together with judicial findings necessary to preserve the integrity of the record and compel neutral third-party verification.

This Motion is limited to **medical preservation, functional access, and interim make-whole relief** pending third-party production. Respondent expressly preserves all claims against any responsible party.

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**I. EMERGENCY POSTURE AND WHY RELIEF CANNOT WAIT**

1. **Respondent has congestive heart failure (CHF)** and has experienced severe edema/fluid retention and decompensation requiring repeated emergency care.
2. **Respondent was maintained on a GLP-1 inhibitor for approximately eighteen (18) months at maximum dose.** Coverage termination occurred without advance notice and without any opportunity to obtain a taper-down prescription, resulting in immediate forced discontinuation.
3. **Actual harm has occurred.** Respondent has experienced rapid weight gain exceeding forty (40) pounds, severe edema/fluid retention associated with CHF, repeated ER visits, and renewed need for hospitalization.
4. Respondent had surgery scheduled for the end of [2025] for a **pinched cervical nerve root, torn rotator cuff, and ruptured bicep**, and continues in severe pain. Respondent has been unable to access specialty care or pain management because providers required active insurance.
5. Respondent has incurred **medical billing exceeding \$40,000.**
6. Respondent is in financial collapse and cannot continue to survive without immediate, interim stabilizing relief.

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## II. THE COURT ORDERED HEALTHCARE/HSA ACCESS; PETITIONER CLAIMS COMPLIANCE; FUNCTIONAL ACCESS REMAINS BLOCKED

- Petitioner has filed a “Notice of Compliance” asserting that health insurance was reinstated, that HSA access has been restored, and that Respondent can comply by uploading receipts to a portal without needing credentials. Respondent disputes those compliance claims because they conflict with objective administrator confirmations and the system’s own behavior.

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## III. OBJECTIVE DISCREPANCIES: PETITIONER’S “COMPLIANCE” CANNOT BE RELIED UPON

### A. Coverage Termination Processed as a QLE (COBRA / Decree-Upload Logic)

7. Respondent was informed by plan/employer personnel that the termination involved a **Qualifying Life Event (QLE)** submission and related eligibility processing, including a representation that coverage would reinstate after a window if a signed judicial decree was not uploaded and/or that coverage was conditioned on divorce/decreed status.
8. Respondent also received a **COBRA notification**, which is triggered by a system-recognized loss of eligibility/event processing—not by a generic “misunderstanding.”
9. A later employer email from Accenture Benefits leadership (Wynn E. Pott) characterizes the drop as a “mistake” and directs reinstatement, but that email does not resolve the existence, timing, or contents of the QLE processing that triggered COBRA and decree-logic in the first place.

**Result:** The record contains irreconcilable administrative signals that require third-party verification.

### B. HSA Access Is Not Restored; Petitioner’s Claimed Compliance Path Is Technically Impossible

10. Petitioner asserts Respondent must upload receipts to a portal and that “no username/password is required.”
11. The HSA administrator has confirmed the opposite: the account has **one portal login** controlled by the primary account holder; the card issued to Respondent is **inactive**; activation/replacement requires primary-holder authentication and/or PIN; and Respondent cannot upload documentation or use funds without access that Petitioner refuses to provide.
12. Respondent’s physical HSA card **does not function** for qualified transactions.

**Result:** Petitioner’s compliance theory demands acts that are technically impossible for Respondent to perform under current system restrictions.

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## IV. JUDICIAL FINDINGS ARE NECESSARY NOW

- A. Respondent is not asking the Court to determine intent today. Respondent asks the Court to make limited findings that:

13. Petitioner's compliance representations are **materially inconsistent** with objective administrator/system facts;
14. Respondent cannot comply with Petitioner's demanded portal/receipt process because it is **technically impossible** without access controlled and withheld by Petitioner; and
15. Respondent has suffered **actual medical harm** requiring emergency preservation relief.

These findings are necessary to prevent future prejudice, prevent reliance on inaccurate narratives, and support interim relief pending third-party production.

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#### **V. EMERGENCY MAKE-WHOLE PRESERVATION AND SUBSTITUTE PERFORMANCE (INTERIM MONEY)**

16. Respondent has already suffered substantial medical harm due to loss of coverage and prescription access, including forced discontinuation of medication, repeated ER care, cancelled surgery, and major billing accumulation.
17. Where specific performance (functional coverage/HSA access) has failed or remains impossible, the Court may order **temporary substitute performance** to prevent further harm.
18. Respondent requests **interim make-whole preservation relief**, including a monetary award sufficient to obtain prescribed medications, stabilize medical care, and prevent further deterioration during hospitalization and recovery.
19. This relief is requested **without prejudice** and **without allocation of fault**, pending neutral third-party verification and later allocation/reimbursement as justice requires.

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#### **VI. THIRD-PARTY SUBPOENA AUTHORITY IS REQUIRED TO RESOLVE THE QLE DISCREPANCY (AND TO SUPPORT SANCTIONS IF WARRANTED)**

20. The only authoritative resolution of the QLE dispute is the employer/plan administrative record: the QLE submission, supporting documentation, audit logs, determination notes, communications, and eligibility processing history.
21. Respondent has already drafted a narrowly tailored subpoena to Accenture HR / plan administrator limited to QLE records and audit trail.
22. Respondent requests that the Court grant leave/authority for service (or reaffirm previously requested leave), and order production on an expedited basis.

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#### **VII. CONDITIONAL SANCTIONS (RESERVED PENDING THIRD-PARTY PROOF)**

23. Respondent requests that the Court reserve sanctions, including monetary sanctions, fee shifting, and adverse inferences, pending subpoena compliance and production of objective records necessary to determine whether material misrepresentations were made to the Court and whether compliance was obstructed.

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## VIII. EXPRESS PRESERVATION OF LIABILITY AND CIVIL/ERISA CLAIMS

24. Respondent expressly preserves all claims and remedies against **any responsible party**, including Petitioner, the employer, the ERISA plan administrator, benefits vendors, and any third-party service providers.
25. Nothing in this Motion constitutes a waiver, election of remedies, admission of fault, or release of claims.

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## IX. RELIEF REQUESTED

Respondent requests the Court:

### A. Medical Preservation / Functional Access

1. Order immediate restoration of functional healthcare and prescription access, including immediate action by Petitioner to complete any authentication steps required by the plan/HSA administrator, and prohibit interference.
2. Order that Respondent's HSA access be made functional (card activation and ability to transact for qualified expenses), not merely "delivered."

### B. Interim Stabilization Relief and Reservation of Make-Whole Determination (Money)

3. Order **immediate interim stabilization relief in an initial amount of no less than \$125,000 (EQUAL TO 1 MONTH OF PETITIONER'S AVERAGE ANNUAL MONTHLY COMPENSATION)**, payable by transfer to **joint account xx6893, solely as temporary substitute performance** to secure prescriptions, hospital admission, acute medical care, and housing stability where access has failed. This interim amount is **expressly not intended to make Respondent whole**, represents **only a preliminary stabilization floor**, and shall be **subject to reassessment, supplementation, or expansion** following Respondent's hospital admission and medical evaluation. The Court expressly reserves determination of full make-whole relief, damages, allocation, reimbursement, sanctions, and civil remedies **without prejudice**.

### C. Judicial Findings

3. Enter findings that Petitioner's asserted compliance is materially inconsistent with objective administrator/system facts and that Respondent cannot comply with portal demands due to technical impossibility.

### D. Third-Party Subpoena Authority

4. Grant leave/authority to serve Respondent's narrowly tailored subpoena to Accenture HR/plan administrator for QLE submission package and audit trail, and order expedited production within **10 days**.

### E. Conditional Sanctions

5. Reserve sanctions pending third-party production and set a compliance review date.

F. Grant all other relief the Court deems just.

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**PRAYER**

- WHEREFORE, PREMISES CONSIDERED, Respondent prays the Court grant the requested relief.

Respectfully submitted,



**Jason McKemie**

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**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of the foregoing was served on **Gwendolyn Ulijasz** by eService via e-File, and additionally by email and/or other service method previously used between the parties, on **January 12, 2026**.



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Jason McKemie

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