

NOTICE: THIS DOCUMENT CONTAINS SENSITIVE DATA

NO. DF-24-18010

**NOTICE: DOCUMENT CONTAINS
SENSITIVE INFORMATION.**

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

**EMERGENCY MOTION TO STAY EVICTION PROCEEDINGS, EXTEND RENT REGISTRY DEADLINE, AND
PREVENT IRREPARABLE HARM DUE TO MEDICAL INCAPACITY (NON-MERITS REQUEST)**

TO THE HONORABLE JUDGE OF SAID COURT:

Respondent, Jason McKemie, files this Emergency Motion to Stay Eviction Proceedings, Extend the Rent Registry Deadline, and Prevent Irreparable Harm Due to Medical Incapacity. This motion is **temporary, narrowly tailored, and non-merits based**. Respondent does not seek adjudication of rent liability, lease enforcement, or landlord rights. Respondent seeks only to preserve the status quo and prevent irreparable harm while medical incapacity and court-ordered payment dependencies are resolved.

I. EMERGENCY BASIS

1. Medical Incapacity.

Respondent suffers from serious medical conditions, including congestive heart failure and related complications, and faces imminent inpatient hospitalization of uncertain duration. Respondent is physically unable to relocate, safeguard property, access funds, comply with rigid procedural deadlines, or meaningfully participate in eviction proceedings during this period.

2. Impossibility, Not Delay.

Respondent's inability to comply with eviction and rent registry requirements is the result of medical impossibility, not neglect or refusal. Equity does not permit forfeiture where compliance is physically impossible due to medical emergency.

II. RENT REGISTRY COMPLIANCE IS CONTINGENT AND CURRENTLY IMPOSSIBLE

3. **Registry Compliance Is Contingent on Court-Ordered Funds.**

Respondent's ability to tender rent or comply with any rent registry requirement is **contingent upon receipt of court-ordered funds from Petitioner** currently pending before another court.

4. **Unresolved Accounting Issues Are Not Before This Court.**

There are unresolved payment and accounting issues related to the tenancy that cannot be adjudicated on an emergency basis. Respondent does not ask this Court to resolve those disputes here.

5. **Conditional Impossibility and Tolling.**

Until court-ordered funds are received, compliance with rent registry requirements is impossible through no fault of Respondent. Equity requires tolling rather than forfeiture.

III. IRREPARABLE HARM IF EVICTION PROCEEDS

6. **Irreversible Harm.**

Eviction during medical incapacitation would result in immediate homelessness, loss of medications and medical equipment, destruction or loss of personal and marital property, and denial of meaningful access to courts.

7. **Harm Cannot Be Cured Later.**

These harms cannot be remedied through later monetary relief, reinstatement, or appeal.

IV. INTERACTION WITH PENDING FAMILY-COURT PROCEEDINGS

8. **Risk of Procedural End-Run.**

Respondent has pending emergency motions in family court seeking to preserve property and impose protective conditions governing access to the residence. Eviction during this period would permit unilateral property removal outside court supervision.

9. **Court Authority to Preserve Status Quo.**

This Court has inherent authority to prevent eviction proceedings from undermining parallel court orders or creating inconsistent outcomes.

V. NARROW RELIEF REQUESTED (NO MERITS ADJUDICATION)

Respondent respectfully requests that the Court grant one or more of the following **temporary, non-merits** forms of relief:

10. **Temporary stay of eviction proceedings**, including issuance or execution of any writ of possession, during Respondent's medical incapacitation and for a short, defined period thereafter;
11. **Extension of the rent registry deadline** for a reasonable period to allow medical stabilization and receipt of court-ordered funds;

OR, IN THE ALTERNATIVE

12. **Stay of execution as to possession and personal property only**, prohibiting removal during hospitalization;
13. **Preservation of property**, prohibiting removal by Petitioner and directing landlord-controlled inventory and storage if possession changes.

VI. EQUITABLE ALLOCATION OF RENT DURING COURT-ORDERED PAYMENT DELAY

14. **Equitable Allocation of Rent During Court-Ordered Payment Delay.**

Where Respondent's ability to tender rent or comply with any rent registry requirement is contingent upon receipt of court-ordered funds from Petitioner, any delay in payment resulting solely from Petitioner's non-payment shall not be attributed to Respondent. During such period, any rent or registry amounts accruing shall be deemed **equitably chargeable to Petitioner**, without prejudice to the landlord's right to recovery and without constituting a default, forfeiture, or waiver by Respondent.

VII. EQUITY AND BALANCING OF INTERESTS

15. **No Prejudice to Landlord.**

The relief requested is temporary and preserves the landlord's rights.

16. **Severe Prejudice to Respondent Absent Relief.**

Without relief, Respondent suffers catastrophic and irreversible harm while physically unable to protect himself or comply.

VIII. PRAYER

WHEREFORE, PREMISES CONSIDERED, Respondent respectfully requests that the Court grant this Emergency Motion and such other and further relief as justice requires.

Respectfully submitted,



Jason McKemie

Respondent, Pro Se

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

(PROPOSED)

ORDER ON EMERGENCY MOTION TO STAY EVICTION PROCEEDINGS, EXTEND RENT REGISTRY DEADLINE, AND PRESERVE PROPERTY

On this day, the Court considered **Jason McKemie’s Emergency Motion to Stay Eviction Proceedings, Extend Rent Registry Deadline, and Prevent Irreparable Harm**. The Court finds that emergency relief is warranted to prevent irreparable harm, preserve the status quo, and protect the integrity of the proceedings, and that Respondent’s medical incapacity further heightens the need for immediate and continuing protective conditions.

IT IS ORDERED:

A. PRELIMINARY APPLICABILITY

o. Continuing Applicability of Protections.

Regardless of whether a temporary stay is granted, the protective provisions below shall apply until further order of the Court.

B. TEMPORARY STAY (IF GRANTED)

1. Stay of Eviction Proceedings.

Eviction proceedings, including issuance or execution of any writ of possession, are STAYED during Respondent’s medical incapacitation and for a reasonable period thereafter.

2. No Merits Adjudication.

This stay does not adjudicate rent liability, lease enforcement, or landlord rights.

C. RENT REGISTRY TOLLING AND EQUITABLE ALLOCATION

3. Conditional Impossibility and Tolling.

Where Respondent’s ability to comply with rent registry requirements is contingent upon receipt of court-ordered funds from Petitioner, any such deadline is TOLLED until those funds are received.

4. Equitable Allocation of Rent During Court-Ordered Payment Delay.

Any delay in rent or registry payment caused solely by non-receipt of court-ordered funds from Petitioner shall not constitute a default by Respondent. During such period, any rent or registry amounts accruing shall be deemed **equitably chargeable to Petitioner**, without prejudice to the landlord’s right to recovery.

D. PROPERTY PRESERVATION AND ACCESS RESTRICTIONS

5. No Removal by Petitioner.

Petitioner is prohibited from entering the premises or removing any personal or marital property pending further order of the Court.

6. Landlord or Lawful Authority Control.

If Respondent is dispossessed for any reason, any removal, inventory, or storage of property shall be conducted solely by the landlord or lawful authority, with written inventory preserved.

E. CONTINUING JURISDICTION

7. This Order remains in effect until further order of the Court.

SIGNED on _____, 2026 at _____ a.m. p.m.

JUDGE PRESIDING

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Case Contacts

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