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	§	**302nd JUDICIAL DISTRICT**
&	§	
JASON MCKEMIE	§	**DALLAS COUNTY, TEXAS**

EMERGENCY MOTION TO VACATE SETTING BEFORE ASSOCIATE JUDGE AND RESET ENFORCEMENT BEFORE ISSUING JUDGE SANDRA JACKSON

(FILED UNDER SEAL)

TO THE HONORABLE JUDGE OF THE 302ND DISTRICT COURT:

Respondent, **Jason McKemie,** moves to vacate the current setting before Associate Judge Tamika Abendroth and reset enforcement and interpretation of Judge Sandra Jackson's September 9, 2025 on-the-record financial-disclosure directive before Judge Jackson, the issuing judge. Respondent also requests a court reporter at all future substantive hearings, targeted discovery enforcement, and narrowly tailored interim relief. This motion should be sealed due to sensitive financial, medical, and security information.

I. CONTROLLING AUTHORITY

A. Rendition / oral directives control until modified by the court.

- A judgment (or directive) is rendered when the trial court officially announces its decision in open court; the later written entry is ministerial. S & A Restaurant Corp. v. Leal, 892 S.W.2d 855, 857 (Tex. 1995) (per curiam).
- Once rendered by oral pronouncement, a written judgment only memorializes what was rendered. In re Marriage of Joyner, 196 S.W.3d 883, 889 (Tex. App.—Texarkana 2006, no pet.); Keim v. Anderson, 943 S.W.2d 938, 942–43 (Tex. App.—El Paso 1997, no pet.).

B. Associate judges serve by referral from the district judge, who retains final decision-making authority.

- A proposed order or judgment of an associate judge is in effect pending any de novo hearing, but judicial action to adopt/modify/reject is by the referring court (district judge). Tex. Fam. Code §§ 201.315(a); 201.316(1)–(3).

- Associate judge powers exist "except as limited by an order of referral," and cases may be returned to the referring court. Tex. Fam. Code §§ 201.307(b); 201.308(a)(1)–(2).

- A party may request a de novo hearing "before the referring court." Tex. Fam. Code § 201.015(a).

C. Counsel remains attorney of record until court-approved withdrawal.

- "An attorney may withdraw… only upon written motion for good cause shown," and must comply with Rule 10's notice/safeguard requirements; until an order signs, counsel remains attorney of record. Tex. R. Civ. P. 10 (Tex. Sup. Ct. order, Aug. 31, 2025).

D. A court reporter is mandatory on request.

- "On request, an official court reporter shall… attend all sessions of the court" and take the record and furnish a transcript. Tex. Gov't Code § 52.046(a)(1)–(5). See also In re Beverly Kotsanis, No. 22-0420 (Tex. Nov. 17, 2023) (Blacklock, J., concurring) (mandating a reporter on request).

II. APPLICATION

A. On September 9, 2025, Judge Sandra Jackson twice directed Petitioner's counsel, on the record, to produce complete, sequential, custodian-certified financial statements (bank/broker/credit) from June 2023 forward. Under Leal and Joyner, those oral directives were a binding rendition controlling until Judge Jackson modifies them.

B. Opposing counsel has not complied. Instead, counsel: (a) attempted to route enforcement to the associate judge; (b) sought to withdraw without first curing non-compliance; and (c) tendered altered or non-sequential pages while omitting full monthly statements. Under Rule 10, counsel remains attorney of record until withdrawal is ordered.

C. Because compliance turns on statements and representations made before Judge Jackson and because Tex. Fam. Code §§ 201.315–.316 reserve adoption/modification/rejection to the referring court, enforcement and any sanctions

should be reset before Judge Jackson to preserve continuity, avoid reinterpretation by an associate judge, and protect due process.

D. Given credibility disputes, alleged off-record communications, and the need for a clean record, Tex. Gov't Code § 52.046(a) requires a court reporter at the reset hearing and all future substantive hearings upon Respondent's request.

III. CONDENSED RECORD OF COMPOUNDING PREJUDICE (FOR CONTEXT ONLY)

A. Financial ambush timed to surgery. While Respondent underwent spinal surgery, Petitioner initiated a coordinated shift of community debt to Respondent's personal credit and prepared to sever access to marital assets, amplifying harm intentionally at a moment of medical vulnerability.

B. Misrepresentations driving ex parte leverage and eviction pressure. Petitioner presented herself as indigent while enjoying employer-reimbursed rent and significant expenditures, secured a private lease buyout without disclosure, and allowed eviction efforts to proceed for rent already paid—compounding prejudice and aiming to engineer homelessness and asset capture.

C. "Recording threat" narrative used to contaminate courtrooms. After Respondent disclosed a single early recording (openly made before he understood the rule) that captured material false testimony, counsel propagated an off-record narrative portraying Respondent as a threat—yielding unequal restrictions and denial of digital exhibit access absent any sanction history.

D. Exhibit deprivation and reporter denial. Days before the October 31 setting, Respondent's laptop was compromised and key exhibits deleted; at hearing he was barred from using his phone (the remaining source of exhibits). No court reporter was provided despite request—contrary to § 52.046(a)—leaving no reliable record.

IV. REQUESTED RELIEF

Respondent respectfully requests that the Court:

A. VACATE the current setting before Associate Judge Abendroth and RESET all enforcement and interpretation of the September 9, 2025 directive before Judge Sandra Jackson, the issuing judge. See Tex. Fam. Code §§ 201.315–.316; Leal, 892 S.W.2d at 857.

B. ORDER the official court reporter to attend and record the reset hearing and all future substantive hearings upon request. See Tex. Gov't Code § 52.046(a).

C. ENFORCE the September 9 directive by compelling immediate custodian-certified, complete, sequential monthly statements (bank/broker/credit) June 2023–present, with continuity and missing-page cures by a date certain, and by setting sanctions for any non-compliance shown.

D. COMPEL production of the lease-buyout agreement and landlord ledger/communications; set sanctions if nondisclosure is confirmed.

E. AUTHORIZE narrowly tailored subpoenas (records and testimony) to financial institutions, employers, third parties referenced in filings, and any person/entity connected to the device compromise, with returns under seal.

F. CONDITION any withdrawal on (1) Judge Jackson first adjudicating compliance with her directive and (2) appointment of a neutral, court-approved intermediary for logistics given documented risks in direct contact.

G. REQUIRE sworn affidavits from each attorney for Petitioner within five days: (i) regarding any involvement, knowledge, or communications about removal of Respondent's accepted July 2 filing from Texas e-File; and (ii) disclosing any ex parte communications about Respondent with Judges Brown, Bedard, Abendroth, and/or Jackson.

H. ORDER immediate restoration of Respondent's HSA access and bar interference with prescribed care; authorize narrowly tailored interim funds or IRA withdrawal sufficient to secure housing, transportation, insurance, and medication pending compliance.

I. ORDER the reinstatement or reimbursement for purchases and a funds transfer, which were legitimate transactions initiated by respondent with access to those accounts that petitioner falsely reported as fraud, been promised to reinstate, but never did

J. GRANT all further relief in law or equity to preserve due process, protect the integrity of the record, and ensure enforcement by the issuing judge.

V. VERIFICATION

I, Jason McKemie, verify under penalty of perjury that the factual statements in Sections II–III are true and correct to the best of my knowledge and belief.

Jason McKemie 11/19/2025

Jason McKemie Date

539 W. Commerce St., Suite 2010, Dallas, TX 75208
(214) 868-4901 | jmckemie@mckemie.net

VI. CERTIFICATE OF SERVICE

I certify that a true and correct copy of this Motion was served on all counsel of record via e-service on Date: 11/19/2025

Jason McKemie

Jason McKemie

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GWENDOLYN ULIJASZ-MCKEMIE & JASON MCKEMIE	§ § §	302nd JUDICIAL DISTRICT DALLAS COUNTY, TEXAS

DECLARATION OF JASON MCKEMIE

Exhibit A – Financial Ambush, Lease Buyout, and Cumulative Harm

STATE OF TEXAS § COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Jason McKemie, who, after being duly sworn, stated as follows:

1. "My name is Jason McKemie. I am over the age of 18, of sound mind, and capable of making this affidavit. The facts stated herein are within my personal knowledge and are true and correct."

Between June and December 2024, Petitioner repeatedly represented to me that we were experiencing a short-term "cash crunch." During this period, she consistently instructed me to shift increasing amounts of community expenses onto my personal credit. Historically, we were disciplined with finances, valued our credit scores, and paid all credit cards in full each month. Carrying revolving debt was never our practice.

From August through November 2024, Petitioner told me that her transition from Cognizant to Accenture involved a pay gap and that our remaining cash would be exhausted by a loan payoff. She stated that we would need to rely on credit for approximately three months. Knowing I strongly disliked carrying debt, she repeatedly reassured me that all balances would be paid in full on November 21, when the first half of her $300,000 sign-on bonus was due. She consistently affirmed that we would then resume our normal routine of paying all cards in full.

Although I do not have access to all accounts, the records I can see show that, in the months leading up to her departure, Petitioner systematically rerouted community funds out of my reach. Regular account-to-account transfers stopped, no payments were made toward my cards, while hers continued being paid in full. At the same time she claimed to be in a "cash crunch," she was making substantial IRA deposits and significant overpayments on certain credit cards. On one card alone, I later identified more than **$66,000** in overpayments—creating credits that concealed available funds. Meanwhile, Petitioner was shifting community debt onto my personal credit.

Her statements about a "cash crunch" were the inverse of reality: during this same period, more money flowed into our household than ever before. The moment that triggered my suspicion was when she told me, with her bonus only a week away, to "go get another card" when mine were maxed due to her instructions. This was inconsistent with her financial discipline, her professional background as a former VP at AllianceBernstein, and with basic logic given the timing of her bonus. That comment is what prompted me to begin examining what was actually taking place.

I believe these actions were timed to coincide with my spinal surgery to maximize leverage and harm.

While portraying herself as supportive—promising to cover healthcare and housing—Petitioner simultaneously severed my access to all marital assets after diverting more than **$700,000** in the six months preceding her departure.

After the January 7 hearing, Petitioner cancelled my legal retainer and locked my Health Savings Account, preventing access to medication during recovery.

Although Petitioner was the **sole financial guarantor** for the marital residence lease, she secretly negotiated a lease buyout without informing me. I did not learn that a buyout had occurred until the October 31, 2025 hearing. By concealing the buyout, Petitioner placed me at risk of eviction while positioning herself to take possession of the residence and its contents.

I contacted Petitioner and her counselor for assistance to avoid homelessness during the pending eviction proceedings; neither responded.

At the time these eviction actions were filed, Petitioner had already completed a buyout that likely paid rent through the end of the lease term. It appears she simultaneously testified on January 7 that she could not afford more than the $3,800 San Antonio rent—despite receiving 100% reimbursement for that rent from her employer.

It appears further that her arrangement with the landlord may have included continued eviction filings against me, enabling her to regain possession of the Dallas residence and its contents while concealing that rent may have already been paid. If so, the landlord would have received payment through the buyout and again through eviction actions.

Petitioner was the only financial guarantor on the Dallas lease. I submitted no financial documents and was listed solely as a tenant. Under Texas law, the release of one party from a lease does not dissolve the lease; Petitioner's undisclosed buyout left the lease intact with only my name remaining. As a result, I became financially obligated for a property I never agreed to assume responsibility for.

Consequently, I was being evicted for rent that—based on the buyout—may have already been paid.

These actions constitute a breach of fiduciary duty, fraud, and bad faith by Petitioner and the landlord.

I am now facing my **third** eviction proceeding. Only continuous litigation and emergency filings have prevented homelessness. In the most recent filing, the landlord sought a $20,000 judgment for payments that had already been satisfied.

These repeated eviction attempts form part of a coordinated financial assault. My credit was destroyed in under 90 days. I lost opportunities for employment in my field due to the credit damage. Community debts shifted onto my cards were paid off immediately by Petitioner after she left, compounding reputational harm.

Petitioner's San Antonio rent is fully reimbursed by her employer, yet she presented that expense as personal hardship or loan obligations during sworn testimony. She has never disclosed the reimbursement as income.

During this period, I borrowed **$50,000** from my father to survive. As a result, my father lost a long-awaited memory-care placement because the funds were no longer available to him.

In December 2024, at counsel's direction, I initiated a $30,000 transfer for three months of basic living expenses during spinal recovery. I was instructed not to withdraw funds for legal fees, only the minimum necessary for survival.

On December 12—the same day Petitioner reported my legal retainer as fraud—she also reported the $30,000 survival transfer and the charges for my post-surgery rehabilitation equipment.

Later that afternoon, Petitioner texted me that she was leaving for the airport and promised to remain amicable. At the time, I believed her.

In August 2024, Petitioner abruptly discontinued **six** psychiatric medications. I had known only of two SSRIs. I later learned she had been prescribed additional antidepressants and antipsychotics I never saw in the residence. The likely concealment of these medications raises concern. She discontinued them solely to participate in a wellness retreat that prohibited psychiatric medications. She told me she would stop only two medications for two weeks and then resume; she did not resume them.

The behavioral changes were severe. On a recorded call on December 12, Petitioner stated that stopping the medications "affected us hugely for about a month," which was a significant understatement. The effects have continued.

Petitioner later told me she planned to move to San Antonio under a short-term lease and told me I could remain in the Dallas home. While initially reassuring, I was uneasy due to her history of relationships ending in court involvement and chaos.

These combined actions produced cumulative and devastating prejudice: credit collapse, loss of employment opportunities, medical risk, and continuous pressure of imminent homelessness.

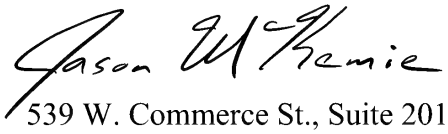
Verification

"I declare under penalty of perjury that the foregoing is true and correct."

Jason McKemie — **11/19/2025**

Jason McKemie — Date

Jason McKemie



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DECLARATION OF JASON MCKEMIE

Exhibit B – Missing e-Filed Motion and Record Integrity

STATE OF TEXAS § COUNTY OF DALLAS

1. On July 2, 2025, I filed an Emergency Motion to Preserve Evidence; it was accepted into the record. Later, it disappeared from Texas e-File. e-File support told me it was "removed on the court side" and audit logs identify who removed it.

2. I emailed the Court Coordinator and opposing counsel seeking clarification, no response. Before any withdrawal, each of Petitioner's attorneys should file a sworn disclosure about any involvement or knowledge.

3. Without this, the sanctions record is compromised. Resetting to Judge Jackson (the issuing judge on the financial-disclosure directive) is necessary to restore continuity.

I declare under penalty of perjury that the foregoing is true and correct.

Date: 11.19.2025

Jason McKemie

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	§	DALLAS COUNTY, TEXAS

DECLARATION OF JASON MCKEMIE

Exhibit C – October 31 Hearing, Reporter Denial, and "Recording-Threat" Narrative

1. **On October 31, 2025, before Associate Judge Abendroth, I requested that the official court reporter take the record.** I was told that no record would be made unless I privately prepaid for a non-court reporter. The microphones were disabled. Under Tex. Gov't Code § 52.046(a), the official reporter "*shall attend court sessions when requested.*" That did not occur.

2. **During this same hearing, I was ordered to remove my iPhone from my pocket, power it off, surrender it to the bailiff for inspection, and then place it outsider of reach on the table in front of me.**

    - The bailiff initially stated that he believed I was recording the proceedings, then stated I was not.
    - Approximately 10–15 minutes later, he claimed he had seen a recording on my phone, prompting the judge to stop the hearing.
    - I was asked to pull up my sleeves, and open my coat, lay out all electronics, and was denied the ability to retrieve digital exhibits from my phone—my only remaining copies after two separate laptop compromises on Oct. 26 and Oct. 30.

3. I was left confused and deeply concerned by the proceedings. At no point did Judge Abendroth raise, in my presence, any allegation that I had recorded court proceedings. Had such an issue been raised, I would have corrected it immediately. Whatever information was conveyed to the Court about an alleged recording was done **ex parte**, was **factually incorrect**, and was unsupported by any evidence.

4. These false accusations repeatedly halted the hearing and significantly increased my distress. I was appearing in court solely to prevent imminent eviction and vehicle repossession. I have been unable to stabilize my housing since the financial ambush initiated by Petitioner on December 13, 2024. Each renewed accusation amplified the panic and undermined my ability to present my case.

5. I informed Judge Abendroth that I was opposing seven attorneys, that Petitioner had reported my legal retainer as "fraud," and that she had filed a fraudulent protective order along with nineteen false police reports—conduct consistent with her documented pattern of malicious litigation against former partners, employers, spouses of former spouses, neighbors, and even a landlord. I further explained that this matter arrived in the 302nd District Court only after months of systemic obstruction, undisclosed accounts, and financial misconduct. Despite this, it appeared that chambers gave substantial weight to an off-record narrative advanced by opposing counsel. Because these off-record statements have materially affected my treatment in multiple proceedings, I respectfully request that the Court order opposing counsel to provide a **sworn statement identifying all ex parte communications made regarding me**, including any communications involving Judge Kim Brown, Judge Jackson, Judge Abendroth, or Judge Bedard.

6. The inability to obtain a court reporter, the refusal to activate the courtroom microphones in a case involving allegations of perjury and aggravated perjury, and the denial of access to my digital exhibits collectively made it impossible to meaningfully present evidence. Despite Petitioner earning roughly $1.5 million annually, she claimed she had "no money." Judge Abendroth stated that for me to obtain relief, I needed to "show her where the money was."

7. I explained that Petitioner's employment contract—already in the court record—describes her compensation in detail. Judge Abendroth asked whether there was a bank account reflecting these funds. I responded that several accounts had never been disclosed and that the balances were unknown, though the evidence indicated they were substantial. I further explained that Petitioner was diverting over $10,000 per month into Accenture's VEIP equity program—payroll deductions elected **after** the Standing and Temporary Orders were in place—and that she was simultaneously investing an additional $10,000 per month into an equity fund yielding approximately a 50% annual return. These actions violated the Standing and Temporary Orders and were undertaken despite warnings from my former attorney.

8. Judge Abendroth stated she did not understand what the equity program was. I explained that it functions similarly to a 401(k), but with significantly higher returns. The judge then asked again whether I knew "where the money was." I reiterated that Petitioner's paycheck reflects only an additional ~$2,000 per pay period—approximately $4,000 per month—yet she was paying **$50,000 per month** toward credit-card balances. I asked how such payments were possible unless the funds were coming from concealed accounts, payroll-deducted equity contributions, massive credit-card overpayments, and employer rent reimbursements that Petitioner never disclosed as income. None of these assets appear in Petitioner's sworn financial disclosures.

9. I answered truthfully each time: the money was in (1) undisclosed Accenture equity accounts, (2) extensive credit-card overpayments, and (3) employer rent reimbursements Petitioner failed to report as income. Judge Abendroth responded that she saw only Petitioner's paycheck and did not see an account with substantial funds. I again noted that the relevant accounts had never been disclosed.

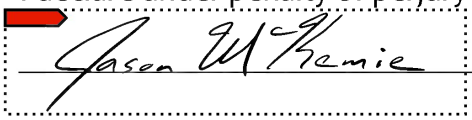
10. Because I could not produce a checking-account statement showing the same balances as the equity fund—which yields approximately a 50% annual return—Judge Abendroth terminated

the hearing. This occurred despite the fact that I was facing imminent homelessness, had lost a job two weeks earlier due to delays caused by opposing counsel, and had been denied access to the exhibits necessary to demonstrate Petitioner's concealed assets.

11. The Court also repeated an off-record narrative that I had a history of "recording threats." This is false. I have never been sanctioned, reprimanded, or held in contempt for recording any proceeding. The only recording I ever made was at the January 7, 2025 hearing, openly, before I understood the rule. That recording captured materially false testimony and has been central to explaining the procedural collapse that followed. No improper recording has occurred at any time since.

12. This off-record accusation appears to have been repeated across multiple courts, including assertions that I had been "removed from chambers previously." None of this is true. These false statements resulted in unequal treatment, repeated searches of my person and belongings, seizure of my phone, denial of access to exhibits, and immediate suspension of proceedings whenever Petitioner or counsel invoked the unfounded allegation.

I declare under penalty of perjury that the foregoing is true and correct.



Jason McKemie

Date: **11.19.2025**

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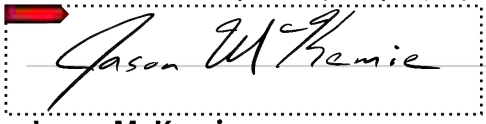

Jason McKemie

Date: **11.19.2025**

3.

Automated Certificate of eService

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Status as of 11/21/2025 7:07 AM CST

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