

**NOTICE: THIS DOCUMENT  
CONTAINS SENSITIVE DATA**

**NO. DF-24-18010**

**IN THE MATTER OF  
THE MARRIAGE OF**

**GWENDOLYN ULIJASZ-MCKEMIE  
AND  
JASON MCKEMIE**

**§ IN THE DISTRICT COURT  
§  
§  
§ 254<sup>th</sup> JUDICIAL DISTRICT  
§  
§ DALLAS COUNTY, TEXAS**

**FIRST AMENDED COUNTERPETITION FOR DIVORCE**

*1. Discovery*

Discovery in this case is intended to be conducted under level 2 of rule 190 of the Texas Rules of Civil Procedure.

*Preservation of Evidence:* Counterrespondent is put on notice to preserve and not destroy, conceal, or alter any evidence or potential evidence relevant to the issues in this case, including tangible documents or items in Counterrespondent's possession or subject to Counterrespondent's control and electronic documents, files, or other data generated by or stored on Counterrespondent's home computer, work computer, storage media, portable systems, electronic devices, online repositories, or cell phone.

*2. Objection to Assignment of Case to Associate Judge*

Counterpetitioner objects to the assignment of this matter to an associate judge for a trial on the merits or presiding at a jury trial.

*3. Parties*

This suit is brought by Jason McKemie, Counterpetitioner. The last three numbers of Jason McKemie's driver's license number are 784. The last three numbers of Jason McKemie's Social Security number are 823.

Gwendolyn Ulijasz-McKemie is Counterrespondent.

4. *Domicile*

Counterpetitioner has been a domiciliary of Texas for the preceding six-month period and a resident of this county for the preceding ninety-day period.

5. *Service*

Service of this document may be had in accordance with Rule 21a, Texas Rules of Civil Procedure, by serving Counterrespondent's attorney of record, Donna R. Tomlinson, 4201 Spring Valley Road, Suite 1210, Dallas, Texas 75244.

6. *Protective Order Statement*

A Temporary Ex Parte Protective Order was issued on December 18, 2024.

7. *Dates of Marriage and Separation*

The parties were entered into an informal marriage on or about February 1, 2024. The parties entered into a ceremonial marriage on or about June 22, 2024, and ceased to live together as spouses on or about December 9, 2024.

8. *Grounds for Divorce*

Counterrespondent has committed adultery.

Counterrespondent is guilty of cruel treatment toward Counterpetitioner of a nature that renders further living together insupportable.

In the alternative, the marriage has become insupportable because of discord or conflict of personalities between Counterpetitioner and Counterrespondent that destroys the legitimate ends of the marriage relationship and prevents any reasonable expectation of reconciliation.

9. *Children of the Marriage*

There is no child born or adopted of this marriage, and none is expected.

10. *Division of Community Property*

Counterpetitioner believes Counterpetitioner and Counterrespondent will enter into an agreement for the division of their estate. If such an agreement is made, Counterpetitioner requests the Court to approve the agreement and divide their estate in a manner consistent with the agreement. If such an agreement is not made, Counterpetitioner requests the Court to divide their estate in a manner that the Court deems just and right, as provided by law.

Counterpetitioner should be awarded a disproportionate share of the parties' estate for the following reasons, including but not limited to:

- a. fault in the breakup of the marriage;
- b. acts of family violence committed against Jason McKemie by Gwendolyn Ulijasz-McKemie;
- c. disparity of earning power of the spouses and their ability to support themselves;
- d. earning power, business opportunities, capacities, and abilities of the spouses;
- e. need for future support;
- f. attorney's fees to be paid;
- g. wasting of community assets by Gwendolyn Ulijasz-McKemie;
- h. actual fraud committed by Gwendolyn Ulijasz-McKemie; and
- i. constructive fraud committed by Gwendolyn Ulijasz-McKemie.

Preceding the filing of this suit, Counterrespondent has engaged in conduct as set forth in Counterpetitioner's supporting declaration, attached as "**Exhibit B**" and fully incorporated herein by reference. Counterpetitioner requests that the Court consider this conduct in awarding a disproportionate share of the parties' estate.

11. *Separate Property*

Counterpetitioner owns certain separate property that is not part of the community estate

of the parties, and Counterpetitioner requests the Court to confirm that separate property as Counterpetitioner's separate property and estate.

*12. Reimbursement*

Counterpetitioner requests the Court to reimburse the community estate for funds or assets expended by the community estate for the benefit of Counterrespondent's separate estate. Those expenditures resulted in a direct benefit to Counterrespondent's separate estate. The community estate has not been adequately compensated for or benefited from the expenditure of those funds or assets, and a failure by the Court to allow reimbursement to the community estate will result in an unjust enrichment of Counterrespondent's separate estate at the expense of the community estate.

Counterpetitioner requests the Court to reimburse Counterpetitioner's separate estate for funds or assets expended by Counterpetitioner's separate estate for the benefit of the community. Those expenditures resulted in a direct benefit to the community estate. Counterpetitioner's separate estate has not been adequately compensated for or benefited from the expenditure of those funds or assets, and a failure by the Court to allow reimbursement to Counterpetitioner's separate estate will result in an unjust enrichment of the community estate at the expense of Counterpetitioner's separate estate.

Counterpetitioner requests the Court to reimburse Counterpetitioner's separate estate for funds or assets expended by Counterpetitioner's separate estate for the benefit of Counterrespondent's separate estate. Those expenditures resulted in a direct benefit to Counterrespondent's separate estate. Counterpetitioner's separate estate has not been adequately compensated for or benefited from the expenditure of those funds or assets, and a failure by the Court to allow reimbursement to Counterpetitioner's separate estate will result in an unjust

enrichment of Counterrespondent's separate estate at the expense of Counterpetitioner's separate estate.

Counterpetitioner further requests that, if the Court determines it to be appropriate, any claims for reimbursement be offset.

*13. Request for Temporary Orders and Injunction*

Counterpetitioner requests the Court, after notice and hearing to dispense with the issuance of a bond, to make temporary orders and issue any appropriate temporary injunctions for the preservation of the property and protection of the parties as deemed necessary and equitable. Counterpetitioner requests that the Court enjoin Counterrespondent from taking any action in violation of the Dallas County Standing Order (attached hereto as “**Exhibit A**” and fully incorporated herein by reference).

Counterpetitioner requests that any Temporary Restraining Orders or Temporary Protective Orders currently in place be dissolved.

Counterpetitioner requests that Counterrespondent be authorized only as follows:

To take actions consistent with the Dallas County Standing Order.

*14. Request for Temporary Orders Concerning Use of Property*

Counterpetitioner requests the Court, after notice and hearing, for the preservation of the property and protection of the parties, to make temporary orders and issue any appropriate temporary injunctions respecting the temporary use of the parties’ property as deemed necessary and equitable, including but not limited to the following:

- a. Dissolving any Temporary Protective Orders or Temporary Restraining Orders currently in place.
- b. Awarding Counterpetitioner the exclusive use and possession of the marital residence, as well as the furniture, furnishings, and other personal property at the residence, while this case is pending, and enjoining Counterrespondent from

entering or remaining on the premises of the residence and exercising possession or control of any of his personal property, except as authorized by order of this Court.

- c. Awarding Counterpetitioner the exclusive use and control of the motor vehicle currently in Counterpetitioner's possession or control and enjoining Counterrespondent from entering, operating, or exercising control over it.
- d. Ordering Counterrespondent to pay reasonable interim attorney's fees and expenses, including but not limited to fees for appraisals, accountants, actuaries, and so forth. Counterpetitioner is not in control of sufficient community assets to pay attorney's fees and anticipated expenses.
- e. Ordering Counterrespondent to pay temporary support to Counterpetitioner.

15. *Request for Temporary Order for Discovery and Ancillary Relief*

Counterpetitioner requests the Court, after notice and hearing, for the preservation of the property and protection of the parties, to make temporary orders for discovery and ancillary relief as deemed necessary and equitable, including but not limited to the following:

- a. Ordering Counterrespondent to provide a sworn inventory and appraisal of all the separate and community property owned or claimed by the parties and all debts and liabilities owed by the parties substantially in the form and detail prescribed by the *Texas Family Law Practice Manual* (3rd ed.), form 7-1.
- b. Ordering the parties to participate in an alternative dispute resolution process before trial of this matter.
- c. Ordering Counterrespondent to execute all necessary releases required by Counterpetitioner to obtain any discovery allowed by the Texas Rules of Civil Procedure.

16. *Attorney's Fees, Expenses, Costs, and Interest*

It was necessary for Counterpetitioner to secure the services of Brant M. Webb, The Webb Family Law Firm, P.C., a licensed attorney, to prepare and prosecute this suit. To effect an equitable division of the estate of the parties and as a part of the division, judgment for attorney's fees, expenses, and costs through trial and appeal should be granted against Counterrespondent and in favor of Counterpetitioner for the use and benefit of

Counterpetitioner's attorney; or, in the alternative, Counterpetitioner requests that reasonable attorney's fees, expenses, and costs through trial and appeal be taxed as costs and be ordered paid directly to Counterpetitioner's attorney, who may enforce the order in the attorney's own name. Counterpetitioner requests postjudgment interest as allowed by law.

17. *Prayer*

Counterpetitioner prays that citation and notice issue as required by law and that the Court grant a divorce and all other relief requested in this petition.

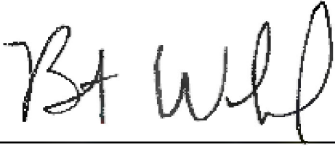
Counterpetitioner prays for attorney's fees, expenses, and costs as requested above.

Counterpetitioner prays for judgment against Counterrespondent in a sum within jurisdictional limits of this Court for actual damages as alleged, for prejudgment and postjudgment interest as allowed by law, for costs of court, and for general relief.

Respectfully submitted,

THE WEBB FAMILY LAW FIRM, P.C.  
325 N. St. Paul Street  
Suite 3900  
Dallas, Texas 75201  
Tel: (214) 871-2730  
Fax: (214) 871-93396

By: \_\_\_\_\_

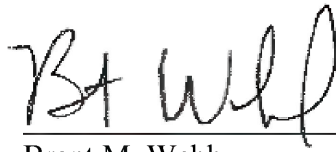
  
Brant M. Webb  
State Bar No. 24076764  
[firm@webbfamilylaw.com](mailto:firm@webbfamilylaw.com)  
Attorney for Counterpetitioner

**Certificate of Service**

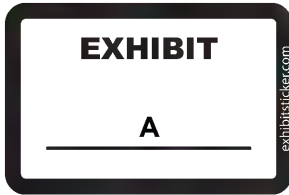
I certify that a true copy of this First Amended Counterpetition for Divorce was served in accordance with rule 21a of the Texas Rules of Civil Procedure on the following on December

31, 2024:

Donna R. Tomlinson by electronic filing manager.

A handwritten signature in black ink, appearing to read "Brant M. Webb". The signature is written in a cursive style with a horizontal line underneath it.

Brant M. Webb  
Attorney for Jason McKemie



**DALLAS COUNTY FAMILY DISTRICT COURTS GENERAL ORDERS  
(REVISED JANUARY 4, 2023)**

**DALLAS COUNTY STANDING ORDER REGARDING:  
CHILDREN, PETS, PROPERTY AND CONDUCT OF THE PARTIES**

No party to this lawsuit has requested this order. Rather, this order is a standing order of the Dallas County District Courts that applies in every divorce suit and every suit affecting the parent-child relationship filed in Dallas County. The District Courts of Dallas County giving preference to family law matters have adopted this order because the parties, their children and the family pets should be protected and their property preserved while the lawsuit is pending before the court.

Therefore, it is ORDERED:

1. **NO DISRUPTION OF CHILDREN.** All parties are ORDERED to refrain from doing the following acts concerning any children who are subjects of this case:

1.1 Removing the children from the State of Texas for the purpose of changing residence, acting directly or in concert with others, without the written agreement of both parties or an order of this Court.

1.2 Disrupting or withdrawing the children from the school or day-care facility where the children are presently enrolled; without the written agreement of both parents or an order of this Court.

1.3 Hiding or secreting the children from the other parent or changing the children's current place of abode, without the written agreement of both parents or an order of this Court.

1.4 Disturbing the peace of the children.

1.5 Making disparaging remarks regarding the other party in the presence or within the hearing of the children.

1.6 Discussing with a child, or with any other person in the presence of a child, any litigation related to a child or the other party.

2. **PROTECTION OF FAMILY PETS OR COMPANION ANIMALS.** All parties are ORDERED to refrain from harming, threatening, interfering with the care, custody, or control of a pet or companion animal, possessed by a person protected by this order or by a member of the family or household of a person protected by this order.

3. **CONDUCT OF THE PARTIES DURING THE CASE.** All parties are ORDERED to refrain from doing the following acts:

3.1 Using vulgar, profane, obscene, or indecent language, or a coarse or offensive manner to communicate with the other party, whether in person or in any other manner, including by telephone or another electronic voice transmission, video chat, social media, or in writing, or electronic messaging, with intent to annoy or alarm the other party.

3.2 Threatening the other party in person or in any other manner, including, by telephone or another electronic voice transmission, video chat, social media, or in writing, or electronic messaging, to take unlawful action against any person, intending by this action to annoy or alarm the other party.

3.3 Placing one or more telephone calls or text messages, at an unreasonable hour, in an offensive or repetitious manner, without a legitimate purpose of communication, or anonymously with the intent to alarm or annoy the other party.

3.4 Illegally intercepting or recording the other party's electronic communications.

3.5 Intentionally, knowing or recklessly causing bodily injury to the other party or to a child of either party.

3.6 Threatening the other party or a child of either party with imminent bodily injury.

4. **PRESERVATION OF PROPERTY AND USE OF FUNDS DURING DIVORCE CASE.** If this is a divorce case, both parties to the marriage are ORDERED to refrain from intentionally and knowingly doing the following acts:

4.1 Destroying, removing, concealing, encumbering, transferring, or otherwise harming or reducing the value of the property of one or both of the parties.

4.2 Falsifying a writing or record including an electronic record, relating to the property of either party.

4.3 Misrepresenting or refusing to disclose to the other party or to the Court, on proper request, the existence, amount, or location of any tangible or intellectual property of one or both of the parties, including electronically stored or recorded information.

4.4 Damaging or destroying the tangible or intellectual property of one or both of the parties, including any document that represents or embodies anything of value, and causing pecuniary loss to the other party, including electronically stored or recorded information.

4.5 Tampering with the tangible or intellectual property of one or both of the parties, including any document, electronically stored or recorded information, that represents or embodies anything of value, and causing pecuniary loss to the other party.

4.6 Selling, transferring, assigning, mortgaging, encumbering, or in any other manner alienating any of the property of either party, whether personal property or real property or intellectual property, and whether separate or community, except as specifically authorized by this order.

4.7 Incurring any indebtedness, other than legal expenses in connection with this suit, except as specifically authorized by this order.

4.8 Making withdrawals from any checking or savings account in any financial institution for any purpose, except as specifically authorized by this order.

4.9 Spending any sum of cash in either party's possession or subject to either party's control for any purpose, except as specifically authorized by this order.

4.10 Withdrawing or borrowing in any manner for any purpose from any retirement, profit-sharing, pension, death, or other employee benefit plan or employee savings plan or from any individual retirement account or Keogh account, except as specifically authorized by this order.

4.11 Signing or endorsing the other party's name on any negotiable instrument, check, or draft, such as tax refunds, insurance payments, and dividends, or attempting to negotiate any

negotiable instrument payable to the other party without the personal signature of the other party.

4.12 Destroying, disposing of, or altering, any financial records of the parties, including canceled checks, deposit slips, and other records from a financial institution, a record of credit purchases or cash advances, a tax return, and a financial statement.

4.13 Destroying, disposing of, or altering any email, text message, video message, or chat message or social media message or other electronic data or electronically stored information relevant to the subject matter of the suit for dissolution of marriage, regardless of whether the information is stored on a hard drive in a removable storage device, in cloud storage, or in another electronic storage medium.

4.14 Modifying, changing, or altering the native format or metadata of any electronic data or electronically stored information relevant to the subject matter of the suit for dissolution of marriage, regardless of whether the information is stored on a hard drive in a removable storage device, in cloud storage, or in another electronic storage medium.

4.15 Deleting any data or content from any social network profile used or created by either party or a child of the parties.

4.16 Using any password or personal identification number to gain access to the other party's email account, bank account, social media account, or any other electronic account.

4.17 Taking any action to terminate or limit credit or charge cards in the name of the other party.

4.18 Entering, operating, or exercising control over the motor vehicle in the possession of the other party.

4.19 Discontinuing or reducing the withholding for federal income taxes on wages or salary.

4.20 Terminating or in any manner affecting the service of water, electricity, gas, telephone, cable television, or other contractual services, such as security, pest control, landscaping, or yard maintenance at the other party's residence or in any manner attempting to withdraw any deposits for service in connection with such services.

4.21 Excluding the other party from the use and enjoyment of the other party's specifically identified residence.

4.22 Opening or redirecting mail, email or any other electronic communication addressed to the other party.

5. **PERSONAL AND BUSINESS RECORDS IN DIVORCE CASE.** "Records" means any tangible document or recording and includes e-mail or other digital or electronic data, whether stored on a computer hard drive, diskette or other electronic storage device. If this is a divorce case, both parties to the marriage are ORDERED to refrain from doing the following acts:

5.1 Concealing or destroying any family records, property records, financial records, business records or any records of income, debts, or other obligations; and

5.2 Falsifying any writing or record relating to the property of either party.

6. **INSURANCE IN DIVORCE CASE.** If this is a divorce case, both parties to the marriage are ORDERED to refrain from doing the following acts:

6.1 Withdrawing or borrowing in any manner all or any part of the cash surrender value of life insurance policies on the life of either party, except as specifically authorized by this order.

6.2 Changing or in any manner altering the beneficiary designation on any life insurance on the life of either party or the parties' children.

6.3 Canceling, altering, or in any manner affecting any casualty, automobile, or health insurance policies insuring the parties' property or persons including the parties' minor children.

7. **SPECIFIC AUTHORIZATIONS IN DIVORCE CASE.** If this is a divorce case, both parties to the marriage are specifically authorized to do the following:

7.1 To engage in acts reasonable and necessary to the conduct of that party's usual business and occupation;

7.2 To make expenditures and incur indebtedness for reasonable attorney's fees and expenses in connection with this suit;

7.3 To make expenditures and incur indebtedness for reasonable and necessary living expenses for food, clothing, shelter, transportation and medical care;

7.4 To make withdrawals from accounts in financial institutions only for the purposes authorized by this order.

8. **SERVICE AND APPLICATION OF THIS ORDER.** The Petitioner shall attach a copy of this order to the original petition and to each copy of the petition.

8.1 At the time the petition is filed, if the Petitioner has failed to attach a copy of this order to the petition and any copy of the petition, the Clerk shall ensure that a copy of this order is attached to the petition and every copy of the petition presented.

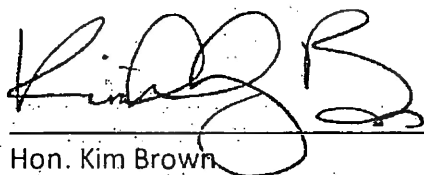
8.2 This order is effective upon the filing of the original petition and shall remain in full force and effect as a temporary restraining order for fourteen days after the date of the filing of the original petition. If no party contests this order by presenting evidence at a hearing on or before fourteen days after the date of the filing of the original petition, this order shall continue in full force and effect as a temporary injunction until further order of the court. This entire order will terminate and will no longer be effective until the court signs a final decree.

9. **EFFECT OF OTHER COURT ORDERS.** If any part of this order is different from any part of a protective order that has already been entered or is later entered, the protective order provisions prevail. Any part of this order not changed by some later order remains in full force and effect until the court signs a final decree.

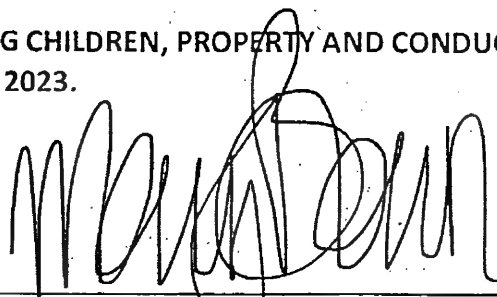
10. **PARTIES ENCOURAGED TO MEDIATE.** The parties are encouraged to settle their disputes amicably without court intervention. The parties are encouraged to use alternative dispute resolution methods, such as mediation or informal settlement conferences (if appropriate) to resolve the conflicts that may arise in this lawsuit.

11. **BOND WAIVED.** It is ORDERED that the requirement of bond is waived.

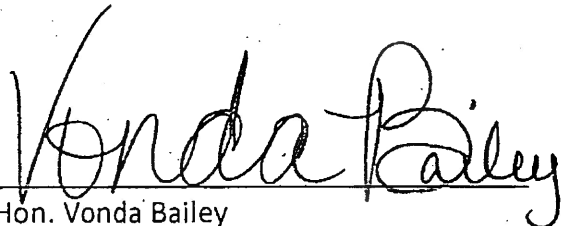
THIS DALLAS COUNTY STANDING ORDER REGARDING CHILDREN, PROPERTY AND CONDUCT OF PARTIES SHALL BECOME EFFECTIVE ON JANUARY 4, 2023.



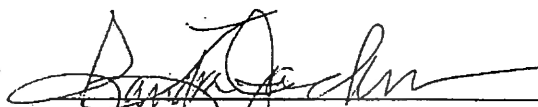
Hon. Kim Brown  
Judge, 254th District Court



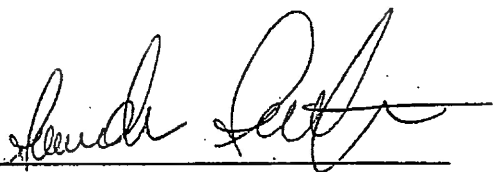
Hon. Mary Brown  
Judge, 301st District Court



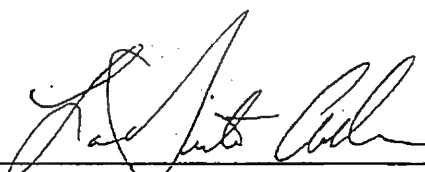
Hon. Vonda Bailey  
Judge, 255th District Court



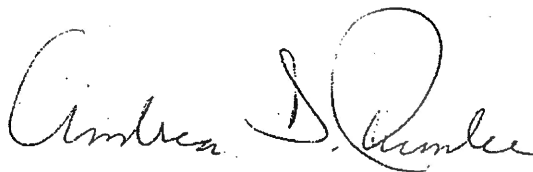
Hon. Sandra Jackson  
Judge, 302nd District Court



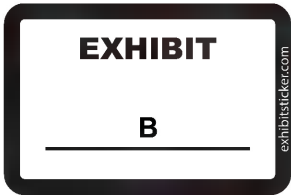
Hon. Sandre Streete  
Judge, 256th District Court



Hon. LaDeitra Adkins  
Judge, 303rd District Court



Hon. Andrea D. Plumlee  
Judge, 330<sup>th</sup> District Court



**NOTICE: THIS DOCUMENT  
CONTAINS SENSITIVE DATA**

**NO. DF-24-18010**

**IN THE MATTER OF  
THE MARRIAGE OF**

**GWENDOLYN ULIJASZ-MCKEMIE  
AND  
JASON MCKEMIE**

**§ IN THE DISTRICT COURT  
§  
§  
§ 254<sup>th</sup> JUDICIAL DISTRICT  
§  
§ DALLAS COUNTY, TEXAS**

**UNSWORN DECLARATION OF JASON MCKEMIE**

In accordance with Texas Civil Practice and Remedies Code Section 132.001, Jason McKemie submits this unsworn declaration in support of his Application for Protective Order.

“My name is Jason McKemie. I am above the age of eighteen years, and I am fully competent to make this unsworn declaration. The facts stated in this unsworn declaration are within my personal knowledge and are true and correct.

I am the Counterpetitioner in this case and I am currently married to Gwendolyn “Gwen” Ulijasz-McKemie. We were informally married on February 1, 2024 (see Declaration of Domestic Partnership Form, attached as “**Exhibit B-1**”) and ceremonially married on June 22, 2024. I have known my wife for approximately eighteen (18) months.

*Gwen’s Issues with Medication and Drug Use*

Gwen McKemie has been on a multitude of different selective serotonin reuptake inhibitor (“SSRI”) medications for approximately the last eighteen (18) years – “never missing a day” per Gwen). To the best of my knowledge, she is now up to six (6). I was in no way aware of the volume nor extreme dosages of psychiatric medications she was prescribed before we got married. It was never mentioned and was concealed extremely well. In October 2024 Gwen and I took a trip to Costa Rica to attend a 7 day Ayahuasca retreat at Soltara Healing Center. This retreat

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requires participants to come off of all prescribed medications prior to attendance. 2 weeks prior to this retreat, Gwen informed me she was on only 2 medications Wellbutrin XL and Lexapro, which she mentioned she was on the maximum dosage available for each. She cut her Lexapro immediately and cut her Wellbutrin dosage in half for one week, this stopped taking it completely. At this time, she was completely unmedicated. I am uncertain at what time she stopped taking the other four medications, however I strongly believe this to have occurred in June of 2024 at the time of our marriage as that is when I began to witness significant behavioral and emotional maturity shifts.

In October of 2023, there was a piece of paper on an end table with some hand written notes on it that said "If Jason doesn't need AA, then maybe I don't either." This I found troubling, as AA was the cornerstone of Gwen's sobriety. About a week later, Gwen confessed to me that she had relapsed by stealing my Adderall prescription throughout the workday to and taking them throughout the workday. We discussed it, and I thanked her for bringing that to my attention but also told her that it was a significant breach of our trust that hiding things like that could have devastating consequences, and that I did not desire a relationship of lies. She told me she didn't either. It is important to note that at this time, and for some time, Gwen was no longer active within AA, working with a Sponsor, nor attending meetings as she did previously.

In August of 2024, I started to see a sinister form of Gwen. She would express work strategies, and ways to set people up, or ways she could "fuck with people." She said she loved it. Then this disgusting ego developed in her where she would speak so hateful about people and she sounded like a truly awful person at times. She was unrecognizable, and then she'd be back to herself for an afternoon occasionally. It is my belief she discontinued many of these meds in late April 2024.

On Friday, August 16<sup>th</sup> 2024, she was officially unmedicated. This is when things began to escalate to a very volatile level. From that point forward I noticed drastic changes in her behavior – she was unable to process emotions in a healthy way. She was extremely short tempered, extremely defensive, very combative, and just mad and irrational. She lacked even the most basic level of self-awareness or control of her emotions. Everything was a war, and she was never wrong, and lacked any capacity for ownership of her part in any type of disagreement. It was if she was wired to create conflict, but prohibited from utilizing any conflict resolution techniques. And apologies were out of the question. Where she might send a text saying she's sorry your hurting or something to that effect, ownership, accountability and resemblance of an apology was out of the question. She was always the victim. Someone was always to blame, and that person had to be punished. Over time, her episodes became increasingly more hateful and explosive. In the beginning it tended to be a lot of sarcasm, rudeness, ego, talking down about others, and just general hatefulness; after about 3 weeks of being off the medication things escalated even further.

In September of 2024, Gwen filed a complaint against her employer for sexual discrimination and she appeared to be under a significant amount of stress. I supported her in every way I thought I could at the time. She went through a series of medical tests, however they were not pointing to a root cause. She did at this time begin to see a therapist at this time as well.

Gwen then became exceedingly volatile and unstable. She was consumed with rage at the smallest of things and would invent things to be mad at that didn't exist. She would purposefully say one thing, and then later say she didn't say that just to create an argument. This was systematic mental abuse, and it can have a tremendously powerful affect someone. We always had Blink cameras throughout our house. From that point forward I noticed drastic changes in her behavior – she was unable to process emotions in any form of a healthy way whatsoever and became

vengeful and hateful in her words. Gwen could take accountability for nothing whatsoever; she was always a victim and there was always someone else to blame. If there wasn't anything to be mad at, she would actively create something fictional just to have an excuse to attack me and constantly berate me with insults and incessant nagging, prodding and she would continue doing it for hours. There were countless nights I would try to go to sleep and she would just make comments, reinventing the events of the day into something unrecognizable so that she could punish for those imaginary things which she suggested took place. As things progressed, she threatened suicide on two occasions which was very alarming. I encouraged her to talk to her therapist, sponsor, and to lean into her program and I asked her to communicate to me how she's feeling each day as I was concerned. I also strongly encouraged her to get back on her medications and to please consult her doctor immediately.

Gwen and I are both recovering alcoholics that are 10 years sober. However, she has "stolen" my Adderall prescription on multiple occasions and consumed it without my knowledge or consent. The first time was in October of 2023; she confessed to me after a couple weeks of use. Although she agreed to be open with me about what she was struggling with, she continued to consume my Adderall prescription. Many times she would come to me and ask for just one or two pills because she did not get her meds for another few days. In addition, she has consumed THC gummies nightly for months and psilocybin ("magic mushrooms") during our relationship on occasion.

#### *Gwen's Volatile Behavior*

In the mornings she tends to be the most volatile. For months I woke up to her screaming in my face and yelling at me with such cruelty and hatefulness that I was in shock. These attacks were persistent and almost constant. They wrecked me. Gwen was so hateful and her words cut

me so deep that I would carry the wounds with me throughout the entire day and beyond. She would scream at me that I was autistic or had Asberger's syndrome, or was OCD. This happened with such frequency and ferocity as she would scream these insults in rage, that I went so far as to take assessments for each to prove to her that no such disorders existed, which I didn't even register on the quadrant for any such disorders. Gwen was hell bent on creating chaos and fear in the morning. Her words were beyond wicked; she was actively creating chaos that she would then blame on me. Gwen even went as far to communicate to her friends and family that I was having "issues" – from drugs to alcohol to OCD to a "meltdown." As well as she began making calls to friends and family where she was frantic and asking them for help with what to do because I was having a breakdown or had relapsed, but they would call me and hear or see that I am fine and then they would tell me about the call saying it sounded "fake and irrational".

One morning, Gwen was in our shower (a large walk-in) and I went in to give her a kiss. She turned around and slapped me in the face and then hit my chest several times screaming "I WILL NOT FUCK YOU IN THE SHOWER!!!" at the top of her lungs. She was pushing me trying to get a response out of me, like she wanted me to hit her or something. I wouldn't do it, but the experience was terrifying. Intimacy was not my intention - I was in a hurry, and she knew that which made the encounter even more irrational. I was in absolute shock, and she just stared at me. And then went upon her shower like nothing ever happened. In November 2024, she blew up in the kitchen and began screaming violently in my face appearing to attempt to insight a response from me, I cried begging her to please calm down and she then mocked me for crying. It was at that time I started reaching out to friends for support, only telling pieces of the hell I was living in.

If the mornings were not bad enough, the evenings got terrible also. We would have a nice evening and then go to bed together and then a few minutes later, she would start reimagining details

of the day that were so far from reality and would just tell me how awful I am, or how much of an embarrassment I was and it would go on and on. I would just try to ignore it but it was impossible. Because of this I started trying to stay up later so that she would be out when I came in. Then after enough fits of “Why don’t you ever go to bed with me?” I started doing so again. But it was hard sleeping through this constant prodding; I wanted to fall into a deep sleep as quickly as possible. And her behaviors had all the addictive traits: victim syndrome, no accountability, never in the wrong, cannot make an apology, everything is everyone else’s problem, she spoke about herself like she’s some demi-god, and everyone else are “Fucking” this or “Fucking” that.

I was confused and scared, and I would go to incredible lengths trying to shape text messages or letters of love or anything I could do to try to encourage her to seek the guidance of a medical professional, undergo a psychological evaluation, and/or follow through with any prescribed medications from her doctors. These requests only served to fuel more hatefulness, aggression, and physical acts of rage towards me. Any attempt to try to encourage her to either take her medications or undergo any psychological assessments or medical testing were met with rage, which only served to further her resolve to not to take action or seek assistance. The morning attacks got so bad that I started writing letters and placing them on Gwen’s nightstand or in the bathroom begging her to give me time and space to start my day. Nothing changed. In her mind, I could not do anything right; no matter how thoughtful or perfect something was, she would tear me down for it. Gwen would yell at me for not doing something proactively, and if I did it proactively then she would yell at me for taking action.

Things got so bad between us that I had to install additional cameras in my home to protect myself from her lies and manipulation. Almost daily Gwen would say something and make it very clear, and then later say she said something totally different to start a fight. One day she was

denying she said something so strongly and defensively that I pulled out my phone, and said “Wanna watch the video?” Gwen turned white - she looked terrified to learn the cameras were on.

There were also wild mood swings where Gwen would be screaming hateful things at me and then her phone would ring, and she would answer it and be laughing and joking around with the person on the other end like nothing was happening. She seemed pleasant and happy in casual conversations with family, friends, or neighbors but was vicious at home. The chaos she would create each morning would wreck me for half a day as I poured my heart out into letters and to spend hours perfectly crafting every word not to trigger her.

On the night of August 3, 2024, she became irritated. She went into our bedroom and grabbed my CPAP machine and smashed it on the floor. Telling me that’s where I deserve to sleep - on the floor. She threw clothes and pillows from upstairs while screaming frantically. On another occasion, she took our wedding license out and shredded it in the living room. Gwendolyn admitted later that night that she knew her behavior could not continue if our relationship was to survive.

But the daily verbal assaults were the absolute worst - they were vicious and cutting and deeply affected me (and happened anywhere from three to five times per day). I was left feeling broken and confused. I had “brain fog” and lost the ability to concentrate. Everything suffered – including my performance at work, my efficiency, and my feelings of self-worth. Gwen’s attacks made me feel depressed and caused a perpetual feeling of worthlessness. In every way, they undermined my self-confidence

I engaged a therapist for support. I leaned on this person heavily and kept them updated as to the issues between me and my wife. My therapist expressed deep concern for Gwen and her ability to regulate emotions in a balanced way given the circumstances. Although I had previously

sought treatment for ADHD and anxiety, my treating professional doubled my dosage of both medications and added medication for depression during this time.

No matter how many times I begged and pleaded for Gwen to take her medications as prescribed, she refused. Her response to my many requests was almost always fits of rage, coupled with an outright refusal to see a doctor.

*Gwen Has Disabled My Access to Financial Accounts and Is Tracking My Whereabouts*


Gwen always controlled the finances. She had a checking account separate from mine and would transfer money into my account each month. I took care of most groceries, meal prep, medications, and other general monthly expenses which would sometimes go either on our joint card or one of my personal cards. We would pay off our balances each month to maintain our credit scores. She stopped covering those costs months ago and the balances on my personal cards have risen to a high utilization. At the same time, she has not been transferring funds to my account. So, my account is essentially dry. We have a joint account as well that requires a \$2,000 minimum and she's been keeping it at only \$100-250 above that. I accessed our Ameritrade account to find out that the cash assets we had in the account were gone and everything else was in IRAs. Then when I tried to initiate a transaction, I received a notification that I did not have that access anymore. After coming to the realization that I had been locked out of all marital finances, on top of my credit card balances so high, the only card I have access to is a joint Chase card. Gwen informed me on December 18, 2024, that she was shutting off healthcare and all other marital accounts, and I have been left unable to provide for myself at this time. She has deactivated a card tied to our health savings account and I do not have access to the replacement.

Since December 12, 2024, the following things have occurred: (1) documents related to this matter have randomly printed from my home printer; (2) applications on my phone have

opened (specifically in the Files app) without any interaction from me; and (3) I have found an Apple AirTag in my vehicle. Upon further investigation, I found that the last 4 digits of Gwen's phone number were registered to the device.

Gwen has pursued litigation against her last three (3) relationships (2 boyfriends & 1 husband) which all included orders of protection alleging abuse. She is not only currently in litigation against her prior employer for abuse, but had litigated and received a settlement from a previous employer as well. And when a flood occurred in our previous resident, she was dead set on litigating against the land lord there as well, which I worked to get her to agree it wasn't worth it. In addition to that, there was over \$80k spent last year in legal fee's in the defense and prosecution of her past boyfriend. Given the current circumstances, it appears that I am her next victim.

I feel that I have tolerated and put up with Gwen's highs and lows for too long and I have tried to help her more times than I can count. I hope Gwen gets the help she needs. However, at this point, my first priority is defending myself against allegations that Gwen has made against me.

  
Jason McKemie (Dec 20, 2024 13:25 CST)  
Jason McKemie

My name is Jason McKemie, my date of birth is April 8, 1976, and I reside at 539 W. Commerce St., Suite 2010, Dallas, Texas 75208. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, Texas on December 20, 2024.

  
Jason McKemie (Dec 20, 2024 13:25 CST)  
Jason McKemie, Declarant






# Unsworn Declaration 2024-12-20 clean

Final Audit Report

2024-12-20

Created:	2024-12-20
By:	Brant Webb (brant@webbfamilylaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1JorJf66wahUsz-C6DPbY41koHgyyT_T

## "Unsworn Declaration 2024-12-20 clean" History

-  Document created by Brant Webb (brant@webbfamilylaw.com)  
2024-12-20 - 7:17:11 PM GMT
-  Document emailed to Jason McKemie (jmckemie@mckemie.net) for signature  
2024-12-20 - 7:17:32 PM GMT
-  Email viewed by Jason McKemie (jmckemie@mckemie.net)  
2024-12-20 - 7:24:23 PM GMT
-  Document e-signed by Jason McKemie (jmckemie@mckemie.net)  
Signature Date: 2024-12-20 - 7:25:46 PM GMT - Time Source: server
-  Agreement completed.  
2024-12-20 - 7:25:46 PM GMT



# Total Rewards

## U.S. Benefits

### Declaration of Domestic Partnership Form

GWENDOLYN LAURA ULJASZ

Associate Name

JASON EMORY MCKEMIE

Domestic Partner Name

Associate ID

Social Security Number

823

I certify that we meet the following criteria as domestic partners for the purpose of being eligible for medical/prescription, dental, vision, and certain voluntary coverage facilitated by Cognizant Technology Solutions US Corp (the "Company"):

1. We have an exclusive mutual commitment similar to that of marriage;
2. We are each other's sole domestic partner and intend to remain so indefinitely;
3. Neither of us is legally married to someone else;
4. We are not related by blood to a degree of closeness which would prohibit legal marriage in the state in which we legally reside;
5. We are both at least eighteen (18) years of age and are legally competent to contract;
6. We are currently residing together and have resided together in a common household for at least six (6) consecutive months and intend to reside together indefinitely;
7. We share joint responsibility for our common welfare and financial obligations demonstrated by:
  - A. the existence of a domestic partner agreement (a qualifying domestic partnership agreement is a legally binding agreement between two individuals creating personal and financial interdependence, i.e., joint and several liability for each other's debts and expenses, responsibility for mutual care, etc.)
  - OR
  - B. at least two other items showing co-habitation and joint responsibility currently and 6 or more months ago, such as joint bank accounts, joint deed, mortgage agreement or lease, joint credit account or other liability, joint ownership of a motor vehicle, joint utility bills, drivers' license with the same address, tax returns showing the same address, registration of domestic partnership with a state, evidence of civil union recognized by the state, designation of domestic partner as primary beneficiary of will, designation of partner on a durable or health care power of attorney, a co-parenting agreement, or an adoption agreement.

By signing this declaration, I, the undersigned employee, understand that:

1. Domestic partners and their dependents are subject to the same plan guidelines that govern all other participants in the Company's benefits programs. The plan documents and the insurance contracts govern all questions of coverage.
2. I must provide proof that the domestic partnership meets the eligibility criteria set forth above. I agree to provide the Company with supporting documents. The Company in its sole discretion has the right to determine whether the criteria have been satisfied.
3. Although the Company's present policy is to offer continuation coverage to domestic partners in a manner that resembles COBRA, it has no legal obligation to do so.
4. Unless I can claim my domestic partner and his/her dependent children as my dependents on my tax return, I understand that the Internal Revenue Service currently treats as imputed income to me the value of the Company's contribution to medical, dental, and vision coverage for my domestic partner and his/her dependent children.
5. If there is any change in our status as domestic partners as certified in this declaration, I will notify the Company within sixty (60) days of such a change.
6. I understand that the Company may change its rules on domestic partners, on COBRA benefits, and any other aspect of its benefit plans at any time.

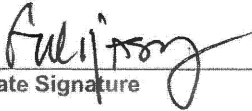
**Please Check Applicable Boxes**

- I wish to enroll:  My partner in the Company's medical, dental, and/or vision coverages  
 My partner and the dependent children of my partner in the medical, dental, and/or vision coverage.

The person(s) I wish to enroll qualify as my tax dependent(s) under the Internal Revenue Code.  
 Yes  
 No

I affirm the statements made above are true and complete to the best of my knowledge and understand that false statements and/or the failure to notify the Company of any changes in status can result in loss of coverage and disciplinary action.

I affirm the statements made above are true and complete to the best of my knowledge and understand that false statements and/or the failure to notify the Company of any changes in status can result in loss of coverage and disciplinary action.



Associate Signature

GWENDOLYN LAURA ULIASZ

Associate Name

2/1/2024

Date



Associate ID



JPMorgan Chase Bank, N.A.  
 P O Box 182051  
 Columbus, OH 43218 - 2051

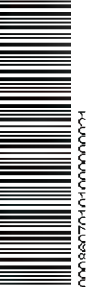
July 31, 2023 through August 21, 2023  
 Account Number: [REDACTED] 893

**CUSTOMER SERVICE INFORMATION**

Web site: **Chase.com**  
 Service Center: **1-888-262-4273**  
 Para Espanol: **1-888-262-4273**  
 International Calls: **1-713-262-1679**  
 We accept operator relay calls

00008607 DRE 201 141 23423 NNNNNNNNNN T 1 000000000 15 0000

GWENDOLYN L ULIJASZ  
 OR JASON E MCKEMIE  
 4223 TRAVIS ST  
 DALLAS TX 75205-4449



**CHECKING SUMMARY**

Chase Sapphire Checking

	AMOUNT
Beginning Balance	[REDACTED]
Deposits and Additions	[REDACTED]
Ending Balance	[REDACTED]
Annual Percentage Yield Earned This Period	0.00%

**TRANSACTION DETAIL**

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		[REDACTED]
[REDACTED]			

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:**

Call us at 1-866-564-2262 or write us at the address on the front of this statement immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

**For personal accounts only:** We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number;
- A description of the error or the transaction you are unsure about, and why you think it is an error or want more information; and
- The amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

**For business accounts,** see your deposit account agreement or other applicable agreements that govern your account for details.

**IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC FUNDS TRANSFERS:** Contact us immediately if your statement is incorrect or if you need more information about any non-electronic funds transfers on this statement. For more details, see your deposit account agreement or other applicable agreements that govern your account.

JPMorgan Chase Bank, N.A. Member FDIC



JPMorgan Chase Bank, N.A.  
 P O Box 182051  
 Columbus, OH 43218 - 2051

December 22, 2023 through January 23, 2024

Account Number: [REDACTED] 893

**CUSTOMER SERVICE INFORMATION**

Web site: **Chase.com**  
 Service Center: **1-888-262-4273**  
 Para Espanol: **1-888-262-4273**  
 International Calls: **1-713-262-1679**  
 We accept operator relay calls

00140423 DRE 201 219 02424 NNNNNNNNNN 1 000000000 15 0000

GWENDOLYN L ULIJASZ  
 OR JASON E MCKEMIE  
 4223 TRAVIS ST  
 DALLAS TX 75205-4449



**CHECKING SUMMARY**

Chase Sapphire Checking

AMOUNT

**Beginning Balance**

Deposits and Additions

Electronic Withdrawals

Fees

**Ending Balance**

Annual Percentage Yield Earned This Period

Interest Paid This Period

Interest Paid Year-to-Date

**TRANSACTION DETAIL**

DATE DESCRIPTION AMOUNT BALANCE

Beginning Balance

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		
[REDACTED TRANSACTION LIST]			

8:36



# SAPPHIRE CH...KING (...6893)

## Account details

Available balance

Present balance

Account number

Routing number

Interest rate

Interest in 2024

Last statement date

Available balance



893



614

Jan 23, 2024

Hide details ^




Pay



Transfer



More

 **Texas** USA  
 DRIVER LICENSE  
 Director: *Steven C. McCall*

**DRIVER LICENSE**

4d. DL: [REDACTED] 784      9. Class: **C**  
 3. DOB: [REDACTED]      4b. Exp: [REDACTED]  
 4a. Iss: [REDACTED]

1. **MCKEMIE**  
 2. **JASON EMORY**  
 8. 4223 TRAVIS ST  
 DALLAS, TX 75205

12. Rest: **NONE**      9a. End: **NONE**  
 16. Hgt: [REDACTED]      15. Sex: **M**      18. Eyes: **HAZ**  
 5. DD: [REDACTED]

*Jason McKemie*

**CLASS: C-Single or comb veh w/ GVWR ≤ 26,000 lbs which transports placarded HAZMAT or ≥ 16 pass, including driver**

**REST: NONE**

**END: NONE**

**REV: 07/16/2021**

Directive to physician has been filed at Tel #

Emergency Contact #

Allergic reaction to drugs:

**TEXAS ROADSIDE ASSISTANCE: 1-800-525-5555**



Texas USA

DRIVER LICENSE

Director: *Laura C. McCall*

DRIVER LICENSE



4d. DL: [REDACTED] 714

9. Class: [REDACTED]

3. DOB: [REDACTED]

4b. Exp: [REDACTED]

4a. Iss: [REDACTED]

1. ULIJASZ

2. GWENDOLYN LAURA

8. [REDACTED]

12. Rest: [REDACTED]

9a. End: NONE

16. Hgt: [REDACTED]

15. Sex: F

18. Eyes: [REDACTED]

5. DD: [REDACTED]

*Gulijas*

CLASS: C-Single or comb veh w/ GVWR ≤ 26,000 lbs which transports placarded HAZMAT or ≥ 16 pass, including driver

REST: A - With corrective lenses

END: NONE

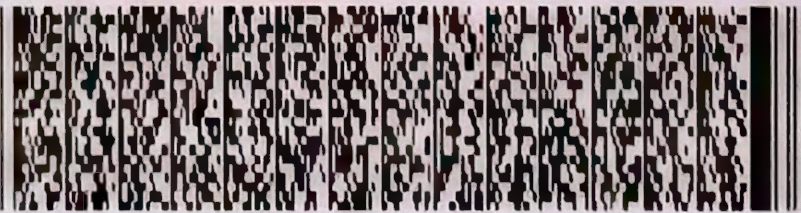
REV: 07/16/2021

Directive to physician has been filed at Tel #

Emergency Contact #

Allergic reaction to drugs:

TEXAS ROADSIDE ASSISTANCE: 1-800-525-5555



### Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Betty Villarreal on behalf of Brant Webb

Bar No. 24076764

betty@webbfamilylaw.com

Envelope ID: 95761992

Filing Code Description: Amended Petition

Filing Description: FIRST AMENDED COUNTERPETITION FOR DIVORCE

Status as of 1/2/2025 9:21 AM CST

Associated Case Party: GWENDOLYN ULIJASZ MCKEMIE

Name	BarNumber	Email	TimestampSubmitted	Status
Crystal Martinez		crystal@jhfamilylaw.com	12/31/2024 3:40:50 PM	SENT
Donna Tomlinson		donna@jhfamilylaw.com	12/31/2024 3:40:50 PM	SENT

Associated Case Party: JASON MCKEMIE

Name	BarNumber	Email	TimestampSubmitted	Status
Betty Villarreal		betty@webbfamilylaw.com	12/31/2024 3:40:50 PM	SENT