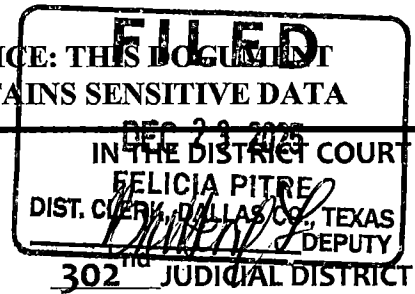


NO. **DF-24-18010**

NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA



IN THE MATTER OF §
THE MARRIAGE OF §

GWENDOLYN ULIJASZ-MCKEMIE §

& §

JASON MCKEMIE §

IN THE DISTRICT COURT
FELICIA PITRE
DIST. CLERK, DALLAS CO., TEXAS
DEPUTY

302ND JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

MOTION FOR LEAVE TO ISSUE SUBPOENA REGARDING
LEASE BUYOUT AND ASSOCIATED PAYMENTS

I, **Jason McKemie**, Respondent, respectfully move the Court for leave to serve **Subpoenas Duces Tecum** on **Gwendolyn Uljasz-McKemie** and **Skweres Properties, LLC**, including its authorized property manager or agent.

Respondent **Jason McKemie** respectfully requests leave to serve **Subpoenas Duces Tecum** on **Gwendolyn Uljasz-McKemie** and **Skweres Properties, LLC**, including any authorized property manager or agent, to compel production of documents material and necessary to resolve issues relating to the eviction proceedings, asset tracing in the divorce action, and the legitimacy of prior eviction efforts.

HEARING - JUDGE ABENDROTH OCT 31ST, 2025

I. BASIS FOR SUBPOENA REQUEST

1. On **October 31**, Respondent appeared before the Court seeking reimbursement for rental payments made on the marital residence, a property for which **Petitioner was listed as the sole financial guarantor on the lease**.
2. At that hearing, Respondent stated on the record that Petitioner was the sole financial guarantor. **Petitioner denied this**, asserting that she was never on the lease and that Respondent executed the lease independently.
3. Respondent attempted to open the lease document during the hearing to address this dispute. At that moment, the lease file—and several related exhibits prepared for that day—were inaccessible due to file corruption. Respondent informed the Court that a backup copy existed in his email and began retrieving it.
4. Before Respondent could present the backup, **Petitioner’s counsel, Ethan Scroggins, interrupted and stated: “It doesn’t matter. We executed a buyout agreement on that lease six months ago.”** Counsel then displayed the lease on the courtroom projector.
5. Respondent immediately requested a copy of the lease and the buyout agreement shown on the screen. **No copy was provided**. Respondent stated on the record that he did not possess the document being displayed.

6. Respondent asked what amount had been paid for the buyout. **No amount was disclosed.** Respondent further noted that the lease required payment of **100% of the remaining rent** in the event of a buyout, indicating a substantial payment.
7. Respondent stated that no such payment appeared in **any checking or credit card accounts produced in discovery**, and that if a buyout occurred, it necessarily involved **community funds** drawn from undisclosed accounts. **Petitioner and her counsel did not respond.**
8. Since that hearing, Respondent has repeatedly requested the buyout agreement and proof of payment. **Neither Petitioner nor the landlord has produced the document.** The landlord has confirmed that a payment was made, but declined to provide records and retained counsel shortly thereafter.
9. During the period following the undisclosed buyout, Respondent has been subjected to **multiple eviction proceedings** seeking rent that appears to have already been paid. Without access to the buyout agreement and payment records, Respondent cannot determine whether double recovery is occurring or whether the eviction actions are factually supported.
10. The existence, amount, funding source, and timing of the lease buyout are therefore **central, disputed facts** that cannot be resolved without third-party financial records. These records are **not within Respondent's possession** and cannot be obtained absent subpoena authority.
11. For these reasons, Respondent respectfully requests leave to serve **narrowly tailored subpoenas** on third-party financial institutions to identify and confirm:
12. Respondent further notes that immediately following the October 31 hearing, he discovered that a photo directory containing **over 790 images** and additional files had been deleted from his computer, and that multiple unauthorized phone numbers had been registered for multi-factor authentication on the device. Respondent reserves the right to seek narrowly tailored third-party subpoenas relating to account access or device authentication records if necessary to preserve evidence and determine the source of these deletions.

REQUEST FOR RELIEF

Respondent respectfully requests that the Court grant leave, pursuant to **Texas Rule of Civil Procedure 205.3**, to serve the attached **Subpoenas Duces Tecum** on the identified third-party financial institutions and entities, including **JPMorgan Chase Bank, N.A., American Express National Bank, and Wells Fargo Bank, N.A.**, for the limited purpose of obtaining records necessary to determine:

1. Whether lease buyout payments, rent payments, or lease-termination payments were made in connection with the property located at **5609 La Foy Blvd, Dallas, Texas**;
2. The **amount, timing, source, and method** of any such payments;
3. Whether such payments involved **undisclosed or unproduced accounts**; and
4. Whether prior eviction proceedings were premised on obligations that had already been satisfied.

Respondent further requests that the Court authorize production of **complete monthly account statements only as conditionally required**, as specified in the subpoenas, to verify the source and context of any responsive transactions.

This request is **narrowly tailored, time-limited to December 16, 2024 through present**, and seeks only those materials necessary to resolve live and material disputes currently before the Court.

RESERVATION OF RIGHTS

Respondent expressly reserves all rights to seek additional relief as permitted by law based on information obtained through subpoena compliance, including but not limited to further motions relating to discovery, evidentiary issues, or equitable remedies. Nothing in this motion shall be construed as a waiver of Respondent's rights or an acknowledgment that prior discovery was complete or adequate.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Respondent respectfully prays that the Court:

1. **Grant this Motion for Leave** to serve the attached Subpoenas Duces Tecum pursuant to Texas Rule of Civil Procedure 205.3;
2. Authorize the issuance and service of the subpoenas as submitted;
3. Order compliance within the time frames specified therein; and
4. Grant such other and further relief, at law or in equity, to which Respondent may be justly entitled.

Respectfully Submitted,

Jason McKemie

Respondent, Pro Se
539 W Commerce St, Suite #2010
Dallas, Texas 75208
(214) 868-4901
jmckemie@mckemie.net