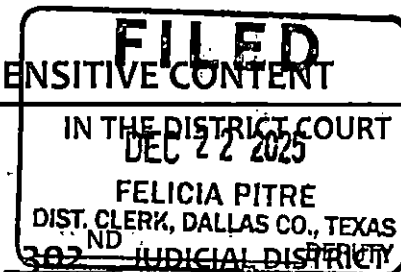


NO. **DF-24-18010**

NOTICE: CONTAINS SENSITIVE CONTENT



IN THE MATTER OF  
THE MARRIAGE OF

§  
§  
§  
§  
§  
§

GWENDOLYN ULIJASZ  
&  
JASON MCKEMIE

DALLAS COUNTY, TEXAS

## APPLICATION FOR TEMPORARY RESTRAINING ORDER

Applicant: Jason McKemie (Respondent in the divorce)

Respondent: Gwendolyn Ulijasz-McKemie (Petitioner in the divorce)

### I. EMERGENCY NATURE

Applicant seeks immediate, ex parte relief to prevent irreparable medical harm. Applicant's dependent healthcare coverage was terminated based on a disputed Qualifying Life Event. Applicant is currently experiencing an active medical crisis and requires ongoing treatment and surgery. Without immediate court intervention, Applicant faces substantial risk of physical harm.

### II. FACTUAL BASIS

- A. Applicant's dependent healthcare coverage was active and then terminated based on Respondent asserting a finalized divorce and the existence of a judicially signed decree.
- B. No final divorce decree exists.
- C. Applicant is presently under medical care and requires continued access to healthcare services, prescriptions, and treatment, including surgical care.
- D. Loss of coverage has already disrupted medical care and presents an immediate risk of irreparable injury.
- E. Temporary relief is necessary to preserve the status quo pending further hearing.

### III. RELIEF REQUESTED

- A. Applicant respectfully requests that the Court issue a Temporary Restraining Order as follows:
  - 1. **Immediate Reinstatement.** Accenture HR and/or the applicable Plan Administrator are **ORDERED** to immediately reinstate Applicant's dependent healthcare coverage retroactive to the date of termination.

2. **Continuation of Coverage.** Coverage shall be maintained **without interruption** pending further order of the Court.
3. **Continuity of Care and Benefits.** Accenture HR and/or the applicable Plan Administrator are ORDERED to take all actions necessary to ensure **continuity of healthcare coverage and benefits**, including access to medical, prescription, HSA, and FSA benefits, **on the same terms and conditions in effect immediately prior to termination**, and to prevent any lapse, interruption, or loss of coverage associated with plan year transition or administrative deadlines, pending further order of the Court.
4. **Status-Quo Preservation.** This Order is issued solely to prevent irreparable medical harm and to preserve the status quo. It does **not** adjudicate the validity of any alleged Qualifying Life Event.
5. **Service and Duration.** This TRO shall take effect immediately upon signing and remain in effect until the earliest of (a) further order of the Court or (b) a scheduled hearing on temporary relief.

#### IV. BOND

Applicant requests that no bond be required, or that bond be set at a nominal amount, as this TRO preserves existing coverage to prevent medical harm and imposes no new financial obligation.

#### V. SEALING.

This Application and any exhibits are requested to be filed **under seal** due to sensitive medical information and executive-level employment matters, to avoid unnecessary collateral harm pending adjudication.

---

#### EXHIBITS:

- A Signed Order – Judge Abendroth – Reinstatement of Healthcare / Cobra Funding
- B Sealed Emergency Motion for Reinstatement of Healthcare
- C Unsworn Declaration of Jason McKemie
- D Notice of Non-Compliance
- E Certificate of Service of Signed Order

---

SIGNED AND ORDERED this \_\_\_\_\_ day of December, 2025.

---

JUDGE PRESIDING

NO. **DF-24-18010**

**NOTICE: FILING CONTAINS SENSITIVE INFORMATION**

IN THE MATTER OF  
THE MARRIAGE OF

§  
§  
§

IN THE DISTRICT COURT

GWENDOLYN ULIJASZ

§

302<sup>ND</sup> JUDICIAL DISTRICT

&

§

JASON MCKEMIE

*Associate Judge's Ruling*

DALLAS COUNTY, TEXAS

~~(PROPOSED)~~ ORDER ON EMERGENCY

## REINSTATEMENT OF HEALTHCARE

On this day, the Court considered Jason McKemie's (Respondent's) Emergency Motion regarding reinstatement of healthcare coverage. The Court finds immediate relief is necessary to prevent medical harm.

*Gwendolyn McKemie* did not appear at the court took ~~in default~~ *in default*. The Court signed the proposed order as presented.

IT IS ORDERED:

### I. COMPLIANCE PATH (PETITIONER MUST CHOOSE AND COMPLETE ONE PATH)

1. Within twenty-four (24) hours of the signing of this Order, Petitioner shall complete one of the following two compliance paths and provide Respondent written proof of completion (email is sufficient).

#### OPTION A — EMPLOYER REINSTATEMENT

- A. Petitioner shall reinstate Respondent's dependent healthcare coverage through Petitioner's employer-sponsored plan and provide written proof that coverage is active, including the information necessary to fill prescriptions (member ID/policy number and pharmacy benefit information).
- B. Petitioner shall provide Respondent information sufficient to access and use the HSA and FSA associated with the plan (card and/or portal access information sufficient for Respondent to use the benefits without obstruction).

#### OPTION B — COBRA FUNDING PATH (RESPONDENT ELECTS COBRA AFTER FUNDING)

- A. If Petitioner does not complete Option A, Petitioner shall proceed under this COBRA funding path by doing both:
  1. By 6:00 PM on the same day this Order is signed, deposit \$671.14 into joint account ending XX6893 (COBRA activation amount: Medical \$609.23 + Dental \$55.32 + Vision \$6.59), and

2. Within (24) hours of the signing of this Order, deposit the remaining balance so that the total deposit equals \$20,643.56 into joint account ending XX6893 ("Coverage Preservation Judgment").
- B. Petitioner shall provide written notice (email is sufficient) within the same twenty-four (24) hours stating Petitioner is proceeding under Option B.
  - C. After the required funds are deposited under Option B, Respondent is authorized to elect and activate COBRA continuation coverage immediately to preserve medical access.

## II. NO WAIVER

- A. Any COBRA election by Respondent is solely to preserve medical access and shall not be construed as an acknowledgment that any qualifying life event occurred, a concession regarding the propriety of any benefit termination, or a waiver of any rights, claims, or defenses relating to Respondent's healthcare coverage.

## III. COVERAGE PRESERVATION JUDGMENT DEFINITION (\$20,643.56)

- A. The \$20,643.56 Coverage Preservation Judgment is comprised of:
  1. COBRA premiums (four months): \$2,684.56 (Medical \$609.23 + Dental \$55.32 + Vision \$6.59, multiplied by four months), and
  2. HSA/FSA replacement amounts totaling \$17,959.00 (2025 HSA \$5,959.00; 2026 HSA \$6,000.00; 2025 FSA \$3,000.00; 2026 FSA \$3,000.00).

## IV. NON-INTERFERENCE

- A. Petitioner shall not interfere with, restrict, disable, or obstruct Respondent's access to healthcare coverage, prescriptions, or medical care pending further order of the Court.

## V. ENFORCEMENT AND PAYMENT DEADLINES

- A. Failure to timely complete Option A or Option B (including written proof and/or required deposits) constitutes noncompliance.
- B. **Coverage Preservation Judgment + \$1,000/day.** If Petitioner fails to comply with Paragraph 1 within 24 hours, an automatic judgment shall enter in favor of Respondent in the amount of \$20,643.56, and Petitioner shall deposit \$20,643.56 into joint account ending XX6893 within twenty-four (24) hours of the noncompliance trigger. If not deposited on time, a coercive fine of \$1,000 per day shall accrue until paid in full.
- C. **Compliance Judgment (two weeks total gross compensation) + \$1,000/day.** If Petitioner fails to comply with Paragraph 1 within 24 hours, an additional automatic judgment shall enter in

favor of Respondent in an amount equivalent to two (2) weeks of Petitioner's total gross compensation, including base salary, bonuses, cash incentives, equity compensation, deferred compensation, and employer-provided remuneration of any kind. Petitioner shall deposit that amount into joint account ending XX6893 within seventy-two (72) hours of the noncompliance trigger. If not deposited on time, a coercive fine of \$1,000 per day shall accrue until paid in full.

- D. **Future interference.** The same remedies apply to any future interference with Respondent's access to active coverage, prescriptions, or medical care through the date of trial.

#### VI. CONTINUANCE / EXTENSION FUNDING REQUIREMENT

- A. If any continuance, reset, or extension of any hearing or trial setting occurs for any reason (whether requested by Petitioner or Respondent), then within seventy-two (72) hours after the continuance order is signed, Petitioner shall deposit into joint account ending XX6893 an additional amount sufficient to fund COBRA premiums for each additional month created by the continuance, at the same monthly COBRA premium rate used in this Order (Medical + Dental + Vision). This requirement shall apply each time a continuance is granted and shall continue until trial occurs.
- B. Failure to timely deposit any additional continuance-month funding required by this paragraph shall constitute noncompliance and shall trigger the same enforcement remedies set forth in the Enforcement and Payment Deadlines section of this Order, including the \$1,000 per day coercive fine until paid in full.

#### VI. NON-OFFSET

- A. Any judgment or coercive fine imposed under this Order is an enforcement remedy and shall not be treated as a division of property, an advance against community assets, or an offset against Respondent's share of the marital estate.

SIGNED on 12/17, 2025.

  
JUDGE PRESIDING

*Adrian Justice*

**DF-24-18010**

NO.

**NOTICE: CONTAINS SENSITIVE CONTENT**

IN THE MATTER OF  
THE MARRIAGE OF

§  
§  
§  
§  
§  
§

IN THE DISTRICT COURT

GWENDOLYN ULIJASZ  
&  
JASON MCKEMIE

302<sup>ND</sup> JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

---

**SEALED EMERGENCY MOTION FOR  
REINSTATEMENT OF HEALTHCARE**

---

*(Texas Family Code §201.015 — Filed Under Seal)*

---

TO THE HONORABLE JUDGE OF SAID COURT:

**I. RESPONDENT RESPECTFULLY STATES:**

- A. Respondent's dependent healthcare coverage through Petitioner's employer was cancelled without notice. Respondent is unable to access prescriptions or obtain necessary medical evaluation for an orthopedic injury and active medical conditions requiring care. (Cobra Continuation Coverage Election Form Attached as **Exhibit A**)
- B. Aetna has confirmed that dependent coverage may be reinstated the same day upon Petitioner's confirmation to the plan administrator. Respondent has no ability to reinstate coverage independently.
- C. Respondent's access to the HSA and FSA associated with the plan has been obstructed, preventing payment of co-pays and medical balances. Respondent is currently unable to access necessary medical care and faces irreparable harm without immediate reinstatement.
- D. **Respondent currently requires medically necessary shoulder surgery to repair a torn rotator cuff, with associated impingement and nerve compression** resulting in significant pain, loss of function, and progressive symptoms. Respondent's treating providers have recommended surgical intervention to prevent further deterioration and to restore function.
- E. Respondent has **met the plan's out-of-pocket maximum for the current plan year**, such that the recommended surgery may be performed **without additional patient cost if completed before year-end**. Delay into the next plan year would reset deductibles and out-of-pocket limits, resulting in **substantial and avoidable financial harm** and further delaying necessary care.

**II. RESPONDENT REQUESTS ENTRY OF THE ATTACHED PROPOSED ORDER REQUIRING:**

#### **A. REINSTATEMENT OF HEALTHCARE BENEFITS**

1. Immediate reinstatement of Respondent's dependent healthcare coverage.

#### **B. REINSTATEMENT OF HSA/FSA (COPAYS/PERSCRIPTIONS/DENTAL/VISION)**

2. Provision of HSA/FSA card information and login credentials necessary for Respondent to use the accounts, including card number, CVV, ZIP code, expiration date, receipt-submission website, and login credentials for receipt submissions.
3. Petitioner shall, immediately after providing the HSA card credentials, coordinate with Respondent by email for the sole purpose of enabling activation of the HSA card for immediate use. Petitioner shall provide Respondent with two specific 30-minute windows of availability during which she will promptly relay any one-time authentication code sent by the HSA administrator to her device, as such code is required for Respondent to register and activate the card for use, including Apple Pay activation. During this limited exchange, communications shall be restricted exclusively to Petitioner providing her two availability windows and transmitting the authentication code.
4. Petitioner shall reissue a new HSA/FSA card issued in Respondent's name, delivered within (21) business days.

#### **C. ENROLLMENT OF 2026 BENEFITS**

5. Petitioner shall enroll Respondent in the 2026 employer-sponsored healthcare plan that is the same plan type and benefit level as Respondent's current coverage, with equal or lower deductibles, equal or lower out-of-pocket maximums, the same or broader provider network, and the same or better prescription coverage. If the current plan is not offered for 2026, Petitioner shall select the plan option that provides benefits equal to or better than the current plan on all of these measures.
6. Funding of Respondent's 2026 HSA/FSA at levels equal to or greater than the 2025 funding elections.

#### **D. NON-INTERFERENCE DIRECTIVE**

7. A non-interference directive prohibiting obstruction of Respondent's access to healthcare, prescriptions, or HSA/FSA accounts.

#### **E. SWORN CONFIRMATION OF COMPLIANCE**

8. A sworn statement filed with the Court by 8pm CST on Friday, December 12, 2025; confirming compliance, which explains what occurred to cause the cancellation of respondent healthcare policy and what was done to reinstate it.

#### **F. COERCIVE ENFORCEMENT REMEDY**

9. If Petitioner fails to reinstate Respondent's dependent healthcare coverage or fails to provide or maintain the credentials required to access HSA and FSA funds **within twenty-four (24) hours of the signing of this Order**, an **automatic compliance judgment** shall enter in favor of Respondent in an amount equal to **two (2) weeks of Petitioner's total compensation** (including base salary, cash incentives, equity compensation, deferred compensation, and employer-provided remuneration of any kind).
10. **The same automatic compliance judgment shall enter upon any subsequent act by Petitioner that interferes with, restricts, disables, or obstructs Respondent's access to healthcare coverage, pharmacy benefits, medical services, or associated HSA or FSA accounts at any time through the date of trial.**
11. Any judgment triggered pursuant to this paragraph shall be satisfied by deposit of funds into joint account ending in XX6893 within **seventy-two (72) hours of the triggering act** of noncompliance or interference.
12. This financial provision constitutes a coercive enforcement remedy arising from post-order noncompliance and shall not be treated as a division of property, an advance against community assets, or an offset against Respondent's interest in the marital estate.

#### **G. REQUEST FOR HEARING**

13. Respondent additionally **requests that the Court set this matter for hearing** at the earliest available date to determine whether further sanctions, remedies, or corrective measures are necessary in light of the cancellation and the resulting medical and financial harm.

### **III. ADDITIONAL PROVISIONS**

#### **A. RESERVATION OF RIGHTS**

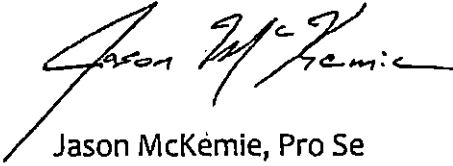
- *Nothing in this Motion or in the relief requested shall be construed as a waiver of Respondent's right to seek additional damages, remedies, sanctions, or relief relating to any medical, financial, or legal harm caused by the termination of his healthcare benefits or the obstruction of his access to the HSA and FSA. Respondent expressly reserves all rights to pursue further claims arising from the loss of coverage, denial of access to necessary medical care, and any related adverse consequences.*

#### **B. NON-OFFSET ENFORCEMENT PROVISION**

- *Any judgment or daily coercive fine imposed under this Order is an enforcement remedy and shall not be treated as a division of property, an advance against community assets, or an offset against Respondent's share of the marital estate. No amount awarded under these enforcement provisions shall reduce Respondent's community interest or Respondent's final property distribution.*

---

Respectfully submitted,

A handwritten signature in black ink that reads "Jason McKemie". The signature is written in a cursive style with a long horizontal stroke at the end.

Jason McKemie, Pro Se  
539 W Commerce St #2010  
Dallas, TX 75208  
214.868.4901  
[jmckemie@mckemie.net](mailto:jmckemie@mckemie.net)

NO. **DF-24-18010**

IN THE MATTER OF  
THE MARRIAGE OF

§  
§  
§  
§  
§  
§

IN THE DISTRICT COURT

GWENDOLYN ULIJASZ  
&  
JASON MCKEMIE

302<sup>ND</sup> JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

## UNSWORN DECLARATION OF JASON MCKEMIE

(Tex. Civ. Prac. & Rem. Code § 132.001)

My name is **Jason McKemie**. My date of birth is **April 8, 1976**. My address is **539 W Commerce St, Ste 2010, Dallas, Texas 75208**. I declare under penalty of perjury that the following is true and correct:

1. I am the Respondent in **Cause No. DF-24-18010**. This declaration is submitted to document the termination of my dependent healthcare coverage and the resulting medical harm and urgency.
2. On November 26, 2025, I was admitted to the emergency room with complications related to congestive heart failure. At that time, I had edema in my foot, a staph infection was present, and I was experiencing a significant shoulder injury with associated symptoms as well as a pinched nerve in my back. The hospital performed diagnostic testing including a CT scan, an ultrasound study of my leg veins in connection with the edema/infection concerns, and an x-ray of my shoulder. I was advised that the pinched nerve was significant, and I was referred for further evaluation, including an orthopedic referral and an MRI for my shoulder, with a high likelihood of surgical intervention being required.
3. On November 29, 2025, the pharmacy at Walgreens in Bryan, Texas advised me that their system showed a status consistent with no longer having an active policy (described to me as "user not found" / no active coverage). At the ER, an initial attempt to run my coverage resulted in denial; staff then attempted to locate coverage through a different system and indicated they were submitting the information to determine whether it would process.
4. I contacted Aetna and was informed that my dependent healthcare coverage was canceled. My Aetna app on my phone also reflects that my coverage is canceled.
5. I contacted Accenture HR regarding my dependent coverage. Accenture HR informed me that my coverage was canceled and stated that the cancellation was based on a "change of status" / "change of life status" filed on October 31, 2025.

6. During my call with Accenture HR, I asked what is required to terminate dependent coverage. I was told the process includes an online submission and a sworn affidavit attesting that the divorce is finalized and that a divorce decree exists bearing a judge's signature, and that the decree must be uploaded within thirty-one (31) days.
7. Accenture HR further informed me that they had the submission and a sworn affidavit stating the divorce was over and that a signed decree exists. When I asked for a copy of the decree, I was told they did not have one at that time. I was informed that if a signed decree is not received and authenticated within the required 31-day period, the policy is supposed to be automatically reinstated. As of the date of this declaration, my coverage remains inactive and has not been reinstated.
8. Accenture HR also advised me that if the termination resulted from any clerical error or mistake, coverage can be reinstated quickly, potentially the same day, with a simple call/confirmation through the appropriate process.

Executed in Dallas County, Texas, on December 16, 2025.

A handwritten signature in black ink that reads "Jason McKemie". The signature is written in a cursive, flowing style.

Jason McKemie

NO. **DF-24-18010**

**NOTICE: CONTAINS SENSITIVE CONTENT**

IN THE MATTER OF  
THE MARRIAGE OF

§  
§  
§  
§  
§  
§

IN THE DISTRICT COURT

GWENDOLYN ULIJASZ  
&  
JASON MCKEMIE

302<sup>ND</sup> JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

**NOTICE OF NON-COMPLIANCE WITH ORDER FOR  
24HR REINSTATEMENT OF HEALTHCARE / HSA/FSA ACCESS**

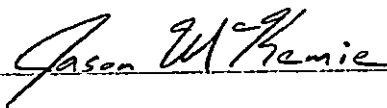
**Judge Abendroth    24hr Order Reinstate Healthcare / HSA/FSA    Signed Dec 17 @ 2:13pm**

As of December 19, 2025, the Court-ordered 24-hour deadline has expired, my health insurance has not been reinstated. Gwendolyn Uljasz-McKemie (Petitioner) has not responded regarding compliance despite confirmed service via certified mail, US Mail, Email, and Texas e-File.

**All Defensible Deadlines Have Passed.**

| SERVICE METHOD                      | DEADLINE           |
|-------------------------------------|--------------------|
| 1. 24hr from Signature              | Dec 18 @ 2:13pm X  |
| 2. 24hr of e-File Notice            | Dec 18 @ 11:49pm X |
| 3. 24hr of Certified Mail & US MAIL | DEC 19 @ 9:04am X  |

I declare under penalty of perjury that the foregoing is true and correct.  
Executed on December 19, 2025, in Dallas County, Texas.



**Jason McKemie**  
539 W Commerce St, Ste 2010  
Dallas, TX 75208

214-868-4901  
[jmckemie@mckemie.net](mailto:jmckemie@mckemie.net)

ORDER TO REINSTATE HEALTHCARE & HSA/FSA  
DF-24-18010  
ATTACHED: CONFIRMATION OF SERVICE ADDRESS, ORDER

NO. **DF-24-18010**

**NOTICE: CONTAINS SENSITIVE CONTENT**

IN THE MATTER OF  
THE MARRIAGE OF

§  
§  
§  
§  
§  
§

IN THE DISTRICT COURT

GWENDOLYN ULIJASZ  
&  
JASON MCKEMIE

302<sup>ND</sup> JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

**NOTICE OF SERVICE OF SIGNED ORDER**

Judge Abendroth

24hr Order Reinstate Healthcare / HSA/FSA

Signed Dec 17 @ 2:13pm

I, Jason McKemie, certify that on Friday, December 12, 2025, a true and correct copy of the foregoing **SIGNED ORDER ON MOTION FOR THE REINSTATEMENT OF HEALTHCARE** was served on:

**Gwendolyn Uljasz-McKemie**

12802 Kings Forest St  
San Antonio, TX 78230

by the following methods:

SERVICE TIME

- 1. Email [guljasz@gmail.com](mailto:guljasz@gmail.com)  
Email [gwendolyn.uljasz@accenture.com](mailto:gwendolyn.uljasz@accenture.com)

Dec 17, 2025 @ 11:49pm



Dec 17, 2025 @ 11:49pm



- 2. Texas E-File via the Dallas County Clerk of District Court 302

Dec 17, 2025 @ 11:38pm



- e-File Service Sent to: [guljasz@gmail.com](mailto:guljasz@gmail.com)

- 3. Certified Mail (U.S. Mail)

- Tracking No.: **9589 0710 5270 2668 0939 02**

Dec 18, 2025 @ 9:04am



- 4. Regular First-Class Mail (U.S. Mail)

Dec 18, 2025 @ 9:05am



I declare under penalty of perjury that the foregoing is true and correct.  
Executed on December 19, 2025, in Dallas County, Texas.

Jason McKemie  
539 W Commerce St, Ste 2010  
Dallas, TX 75208

214-868-4901  
[jmckemie@mckemie.net](mailto:jmckemie@mckemie.net)

ORDER TO REINSTATE HEALTHCARE & HSA/FSA  
DF-24-18010  
ATTACHED: CONFIRMATION OF SERVICE ADDRESS, ORDER