

## DF-24-18010

In the matter of  
The Marriage of  
Gwendolyn Ulijasz  
&  
Jason McKemie

In the District Court  
  
302<sup>nd</sup> Judicial District  
  
Dallas County Texas

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### **Emergency Motion to Stay and Clarify Temporary Orders, Notice of Impossibility of Compliance, and Request for Appearance by Videoconference**

#### **TO THE HONORABLE JUDGE OF SAID COURT:**

This motion is filed by Petitioner, Gwendolyn Ulijasz (“Petitioner”), appearing pro se, to address temporary orders entered following an emergency hearing held without Petitioner’s presence. Petitioner respectfully provides notice to the Court that Options given in the order require acts that are legally and practically impossible, requests a stay and clarification of enforcement, and requests permission to appear by videoconference at any subsequent hearing.

#### **I. Good Faith and Procedural Background**

Petitioner did not willfully fail to appear at the emergency hearing and did not willfully not comply. Notice was sent to only one of two email addresses customarily used between the parties, and the hearing time conflicted with a pre-existing professional obligation requiring Petitioner to present on stage and host clients day and evening over a three day period this week. Petitioner resides more than five hours from Dallas County, making travel in this instance impossible. Petitioner has acted in good faith at all times and promptly seeks relief upon learning of the Court’s order.

#### **II. Impossibility of Compliance – Health Insurance**

The order directs Petitioner to reinstate Respondent’s health insurance coverage through Petitioner’s employer and to provide proof of reinstatement within 24 hours, or pay for and activate COBRA coverage via her employer. Petitioner does not control eligibility determinations for addition or removal of any person from Petitioner employer’s health plans or for COBRA coverage. Health insurance eligibility is governed by the employer’s ERISA-regulated plan documents as are all employer-sponsored medical plans and administered solely by the plan administrator. Petitioner cannot decide to remove coverage

within the existing plan year for an individual nor can she decide to reinstate coverage for an individual deemed ineligible by the Plan Administrator. She cannot compel or influence either decision. Petitioner has requested written confirmation from Human Resources regarding eligibility and will provide it to the Court upon receipt.

### **III. Impossibility and Risk – Health Savings Account (HSA)**

The order further requires Petitioner to provide Respondent immediate access to Petitioner's Health Savings Account (HSA), including provision of a debit card or portal access within 24 hours. The HSA is an ERISA-governed investment account in Petitioner's name and is an employer-sponsored benefit but is not part of the employer's health insurance plan. It is an investment account Petitioner's employer contributes to similar to a 401k and also regulated by ERISA and audited by the IRS. IRS publications relied on consider it community property, and was therefore left untouched and unspent with the understanding that a decision on the division would be made at final trial.

As cited in the January 2025 hearing, when Respondent previously had access to the HSA, funds saved by Petitioner prior to marriage as well as funds that would have been part of the marital estate were spent without the Petitioner's consent, proper receipts were not provided, and the plan incurred an estimated \$1,500 in tax reimbursement obligations and penalties that remain unpaid as of today. This reflects a pattern of misuse and a small portion of extensive financial abuse.

Petitioner has therefore refrained from using the account herself during 2025 and only recently learned that no active debit card existed even for her own use. Petitioner has requested that the Plan Administrator mail a new one. Portals are also regulated by the Plan Administrator. Because the account is held and must be held in the Respondent's name only, and because full transparency is not granted to an authorized user, there is no portal option for an authorized user available. These are Plan Administrator, HIPPA, and ERISA rules.

### **IV. Ongoing Prejudice and Property Loss (5609 La Foy)**

Petitioner has suffered ongoing and substantial prejudice due to lack of access to her personal property. The former marital residence located at 5609 La Foy was subject to a lease that expired on October 31, 2025. Prior temporary orders issued in January 2025 granting Respondent exclusive use of the residence and its contents were tied to the pendency of that lease and have now effectively expired. Despite this, Petitioner has continued to be denied access to her belongings.

An eviction proceeding is currently pending, with a bench trial set for December 31, to remove Respondent from the property. Time is therefore of the essence. Each additional delay materially increases the risk that Petitioner's personal property will be further lost, sold, destroyed, or otherwise unrecoverable before lawful possession is restored.

Additionally, Respondent unilaterally took exclusive possession and control of a shared storage unit without Petitioner's knowledge or consent. The unit is located at Public Storage on Harry Hines Parkway, Unit 3131. Respondent represented that if Petitioner paid certain

sums toward storage costs incurred during the period she was denied access, he would permit her to retrieve her belongings. Petitioner paid the requested funds. Despite this, access was not meaningfully restored.

When Petitioner ultimately gained access to the unit, she discovered that the vast majority of her personal property, separate property, and marital property was gone, and several remaining items were damaged or broken. These events occurred without Petitioner's consent, inventory, or accounting.

As a result of prolonged denial of access and the failure of prior agreements, Petitioner is now incurring out-of-pocket expenses to replace most clothing and all household necessities, including furniture, that already belong to her, simply because she cannot wait any longer for access or recovery. This pattern of conduct underscores the need for immediate clarification, safeguards, and court oversight before granting Respondent unrestricted financial access or control over assets pending final trial.

## V. Request for Relief

Petitioner respectfully requests that the Court:

1. Stay enforcement of the temporary orders pending clarification;
2. Clarify that Petitioner is not required to perform acts outside her legal control, including reinstatement of ERISA-governed insurance;
3. Modify any HSA/FSA financial access provisions to include safeguards consistent with law and reflective of the grossly irresponsible behavior the Respondent has demonstrated in his use of the HSA/FSA in the past;
4. Set a prompt hearing on these issues; and
5. Permit Petitioner to appear by videoconference due to distance and hardship.

Respectfully submitted,



Gwendolyn Ulijasz

Petitioner, Pro Se

Date: December 19, 2025

### Automated Certificate of eService

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