

NO. **DF-24-18010**. **NOTICE: FILING CONTAINS SENSITIVE MATERIAL**

IN THE MATTER OF § IN THE DISTRICT COURT
THE MARRIAGE OF §
§
GWENDOLYN ULIJASZ § **302ND** JUDICIAL DISTRICT
& §
JASON MCKEMIE § DALLAS COUNTY, TEXAS

**NOTICE REGARDING ORDER FOR HEALTHCARE REINSTATEMENT
AND IMMEDIATE ESCALATION DUE TO MEDICAL NECESSITY & NON-COMPLIANCE**

NOTICE: COMPLIANCE NEEDED (TODAY) January 1st, 2026 by 10pm CST

TO THE HONORABLE COURT:

Jason McKemie (Respondent) files this Notice to advise the Court of the status of compliance with the **Order on Emergency Reinstatement of Healthcare**, signed **December 17, 2025**, and to place the following facts on the record.

I. APPLICABLE COURT ORDER

On **October 31st, 2025**, Petitioner testified during a hearing with Associate Judge Tamika Abendroth that she had not and would not interfere with Respondent's Healthcare Benefits. On November 28th, 2025, Respondent was informed that his **Healthcare Benefits had been terminated** following his admission for treatment at Advance Emergency Room (ER) in Dallas, TX for complications with congestive heart failure, edema, a staph infection, and a shoulder injury including a torn rotator cuff, a ruptured bicep, and cervical radiculopathy with nerve impingement requiring surgery.

On November 29th, 2025, Accenture HR and Aetna both confirmed policy termination occurred on **October 31, 2025**, due to the submission of a **Qualifying Life Event (QLE)** change request affirming that our divorce was complete and that a signed decree exists. Later that same day, Respondent received a Cobra Benefits Continuation Letter further confirming benefits termination due to an elected QLE change on **October 31st, 2025**.

As of today, January 1, 2026, Trial is currently scheduled for February 24th, 2026, and no signed decree exists. On **December 17, 2025**, the Court signed an **Order on Emergency Reinstatement of Healthcare Coverage**, finding that immediate relief was necessary to prevent medical harm which ordered Petitioner to reinstate Respondent's Healthcare benefits within (24) and was provided two acceptable reinstatement compliance paths:

1. **Option A – Accenture Benefits Reinstatement Path**, requiring reinstatement of Respondent’s dependent healthcare coverage and provision of information necessary to access and use healthcare, HSA (Credentials), and FSA benefits; or
2. **Option B – COBRA Path**, contingent upon advance funding of premiums through the date of trial and reimbursement for HSA/FSA amounts for 2025/2026 to preserve medical access.

The Order further prohibits interference with Respondent’s access to healthcare, prescriptions, or medical care pending further order of the Court.

II. STATUS OF COMPLIANCE

As of **January 1, 2026, at 2pm Central Time, the requirements of the Court’s Order have not been satisfied. Specifically:**

1. No reinstatement of employer-sponsored dependent healthcare coverage has occurred.
2. No COBRA funding has been provided in accordance with the Order.
3. No HSA credentials, debit card, or access information have been provided.
4. No FSA access, replacement, or remediation has been provided.
5. No written confirmation of compliance has been filed with the Court or served via e-file.
6. Medical and pharmacy coverage remains inactive or unusable in practice.

III. Good-Faith Efforts to Avoid Escalation

Despite these good-faith efforts and the passage of more than two weeks, no compliance has occurred. During this period, Respondent’s medical condition materially deteriorated.

Respondent suffers from a **serious shoulder injury requiring surgical intervention**. Due to the absence of functional health insurance, Respondent has been **unable to access orthopedic or pain-management care**, as providers will not accept patients without active coverage. As a result, Respondent has been **without any pain-management treatment for approximately twenty-three (23) days**.

Respondent has also been **required to discontinue a GLP-1 inhibitor** that he had been prescribed and continuously maintained for more than **eighteen (18) months**, due solely to the

loss of health coverage without any advance notice or warning. The abrupt interruption of this medication has resulted in **significant water retention and rapid weight gain exceeding thirty (30) pounds**, raising **material medical concerns** that would ordinarily be managed under continuous medical supervision.

Additionally, Respondent has **lost access to allocated limited-purpose FSA funds** designated for dental and vision care that had been scheduled for the fourth quarter of 2025 and has been **without corrective eyewear for more than two months.**

Respondent further lost the opportunity to undergo shoulder surgery within **calendar year 2025**, at a time when his **out-of-pocket maximum had already been satisfied**, thereby materially increasing the financial and medical burden of treatment which has now created an obstacle by **delaying his commencement with a prior scheduled start date for new employment.**

Respondent continues to experience **ongoing, unmanaged pain and deterioration of his medical condition** as a direct result of the continued lack of healthcare access.

Respondent submits that escalation at this juncture **is not elective or punitive, but compelled by continued noncompliance, loss of timely surgical intervention, and the inability to access basic medical care.**

IV. ABILITY TO COMPLY AND PRESERVATION OF IDENTIFIED COMMUNITY ASSETS

Respondent further notes, for purposes of this Notice only, that community assets already identified and requiring preservation in this case exceed the amount necessary to comply with the Court's healthcare reinstatement and COBRA funding directives by more than an order of magnitude.

This statement is not offered to litigate the marital estate, monthly earnings, or overall property division. It is limited solely to three discrete categories of funds:

1. Settlement proceeds, one-half of which were expressly acknowledged as community property by Petitioner's counsel, William Cook, during mediation;
2. Sign-on compensation, one-half of which was likewise acknowledged as community property by Petitioner's counsel during mediation; and
3. Funds associated with Petitioner's Voluntary Equity Investment Program (VEIP), which were not conceded in mediation, but as to which Petitioner testified under oath on or about October 31 that she withdrew from the program.

This Notice does not assume valuation or distribution of VEIP funds. It preserves the record regarding Petitioner’s sworn testimony concerning withdrawal of VEIP funds and reflects that additional community assets were affirmatively represented as having been accessed during the relevant period.

Based solely on these three discrete categories—two acknowledged in mediation and one placed into the record by sworn testimony—Respondent submits that financial inability is not a credible basis for noncompliance with the Court’s Order.

V. MEDICAL NECESSITY AND ONGOING HARM

As a direct result of continued noncompliance:

- Respondent has been without functional healthcare coverage for over two months.
- Respondent has been without critical prescribed medications for approximately five weeks.
- Respondent has incurred in excess of \$30,000 in medical billing.
- Respondent currently has over \$5,000 in prescribed medications awaiting pickup.
- Respondent has been unable to proceed with medically necessary orthopedic care and surgery, resulting in ongoing pain and deterioration.
- Respondent lost access to limited-purpose FSA funds for dental and vision care; has been without corrective eyewear for months; and was unable to complete scheduled dental treatment.
- Respondent’s underlying medical conditions have worsened, including fluid retention and complications associated with congestive heart failure.

These harms are ongoing and compounding.

VI. REGARDING COBRA

COBRA continuation coverage does not restore all benefits previously in place (including life insurance, AD&D, and ancillary benefits). Moreover, the COBRA funding required by the Court’s Order has not been provided, and COBRA has therefore not been activated to preserve access as contemplated by the Order.

VII. HSA ACCESS & FSA REMEDIATION

- **Health Spending Account Credentials**

- **The HSA is a vested account that rolls year to year.** Respondent requires **immediate restoration of access**, including release of the **plan-authorized HSA access credentials**, reissuance of an HSA card in Respondent’s name if necessary (due by January 7, 2026, if the Employer Reinstatement Option is elected), and written confirmation that **no restriction or interference remains**.
- Petitioner has previously suggested that HSA access cannot be provided because the card is **“personal”** or issued in her name. **For clarity and the avoidance of doubt**, card credentials (Card Number, CVV, Expiration, Zip Code) are shared by all covered dependent’s under the plan and are authorized for transactions initiated with either Respondent’s or Petitioner’s names. Respondent is **not requesting use of Petitioner’s personal financial instrument**, but rather the **HSA (shared) access credentials for covered dependents so that he can immediately resume medically necessary medications**. **Petitioner’s and Respondent’s** names have functioned interchangeably for authorized plan use and this has been the ordinary course of action **for more than two years** without issue.
- Provision of such access is required to satisfy the Court’s directive and does **not** constitute use of another individual’s personal card or account.
- **Limited-Purpose FSA (Dental/Vision).**
 - Due to the coverage disruption, **Respondent was prevented from using FSA funds for scheduled dental and vision care**. Respondent requests prompt remediation, including restoration of access, tolling/extension of deadlines, and/or reimbursement or other make-whole relief for out-of-pocket expenses caused by the disruption. Petitioner can remedy out of good will or via Order modification if ordered following a hearing if necessary.
- **Unsubstantiated Tax Penalty / Receipt Assertion**
 - The issues regarding alleged tax exposure, receipt submission, and HSA access have been addressed repeatedly for over a year without the production of any documentation substantiating a tax penalty, assessment, nor administrative notice
 - Petitioner has asserted that the HSA card was terminated by the administrator for receipt-related reasons. Respondent was advised by both the prior HSA administrator (**MetLife**) and the current HSA administrator (**Bank of America**) that they **did not** terminate or disable the card for the reasons asserted. Respondent was further advised that the **only administrator-recorded card deactivation occurred on May 16, 2025**.
 - Respondent notes that the HSA administrator requires authentication through a **benefits PIN/password** associated with the account in order to access, unlock, or reactivate the card. Respondent was unable to complete that authentication because the benefits

credentials were **changed/withheld** and were not provided to him, preventing him from unlocking the card through ordinary administrative channels.

- In May 2025, while Respondent was hospitalized, hospital benefits personnel contacted the HSA administrator and were able to verify Respondent’s status as a **covered dependent/authorized user** and temporarily restore card functionality for medically necessary care. The card that was restored utilized the same account-linked credentials and functioned as an authorized dependent card—consistent with the administrators’ statement that the card was **not** terminated by them for receipt-related reasons.
- Following that restoration, Respondent successfully completed a small pharmacy transaction (approximately \$41) using the HSA card while a prescribed specialty antibiotic was being ordered. When Respondent returned the following day to obtain the antibiotic, the card had been disabled due to being reported as Lost/Stolen, and Respondent was unable to obtain the medication due to cost.
- Respondent did not experience recurring staphylococcal infections prior to the May 2025 hospitalization described above. Since that hospitalization and the interruption in antibiotic treatment, Respondent has experienced recurring staphylococcal infections over the ensuing eight (8) months. Respondent has maintained contemporaneous documentation of these recurrences, including photographs and dated communications preserved in the record. Respondent’s treating providers have advised that incomplete antibiotic treatment can contribute to recurrence and difficulty achieving resolution.
- As a direct result of the interference with Respondent’s Healthcare benefits, Respondent has experienced **recurring staphylococcal infections over the ensuing 8 months**, which have not fully resolved and have **resulted in additional medical treatment, painful sores, and permanent scarring on his neck**.
- **These facts are provided solely to demonstrate that the asserted “administrator termination due to receipts” rationale is inconsistent with what Respondent was advised by both MetLife and Bank of America, and that continued withholding of the access information necessary to use the HSA has resulted in concrete medical harm.** The Court’s December 17, 2025 Order requires provision of information sufficient for Respondent to access and use HSA/FSA benefits without obstruction, and the above does not excuse noncompliance.

VII. NECESSARY ESCALATION AND DEADLINE

Given the Court’s express finding that immediate relief was required, Respondent respectfully requests that proof of full compliance by **10pm January 1st, 2026**, by completing all steps as defined within the Order Section I.

Deadline: January 1st, 10pm

If selecting:

- **OPTION A — EMPLOYER REINSTATEMENT**

- **E-File by 10pm January 1st, 2026, Confirmation of Compliance** that the QLE will be Retracted and Healthcare will be Reinstated by Close of Business on Tuesday ,January 2nd 2026 (Accenture HR has confirmed policy reinstatements can be performed same day)
- **Emailing the HSA benefits Card Credentials to (jmckemie@mckemie.net)** including (only):
 - Card Credentials (shared)
 - Expiration Date
 - Zip Code
 - CVV
 - And including two times (either Jan 1st or 2nd) which time Petitioner will make herself available to immediately text Respondent a confirmation code for card activation.
- **FSA Reimbursement**
 - **Limited-Purpose FSA (Dental/Vision) – Year-End Forfeiture & Reimbursement Request for the Funds Forfeited due to the QLE Submission:** At the time the Court entered the December 17 Order, restoration of access within the ordered timeframe would have allowed Respondent to utilize the limited-purpose FSA for scheduled dental and vision care within the applicable plan year. Because compliance did not occur and the plan year has now closed, Respondent has **lost the ability to use those allocated FSA funds through the plan.** Respondent therefore provides notice that he will be seeking **make-whole relief**, including reimbursement or equivalent replacement, for any limited-purpose FSA amounts rendered unusable by the continued noncompliance.

- **OPTION B — COBRA REINSTATEMENT**

- **Complete all Steps defined by 10pm CST January 1st, 2026**, as specified within the order including the full funding of necessary COBRA premiums & 2025/2026 HSA/FSA funds into account **xx6893** as detailed in the Order and e-Filing a confirmation of Compliance by 10pm January 1st, 2026.

VIII. FINAL NOTICE AND NECESSARY NEXT STEP DUE TO MEDICAL URGENCY

Respondent advises the Court that, **absent receipt of e-filed proof of compliance** with the December 17, 2025 Order

No Later than 10PM CST Today (January 1ST, 2026),

Respondent will have no reasonable alternative but to **email the Benefits Administrator for immediate policy reinstatement of healthcare coverage due to an active medical crisis.**

Respondent makes this notification **as a final, good-faith effort, notwithstanding that no further warning for escalation in this matter is necessary nor justified. Respondent has delayed escalation, provided multiple opportunities for compliance, and attempted to preserve access to care without involving third parties.** Those efforts and sacrifices have not been reciprocated.

Due to **medical necessity**, including ongoing unmanaged pain, missed surgical intervention, inability to access required specialty care without insurance, and the need to stabilize healthcare access in order to proceed with imminent medical appointments and commencement of new employment, Respondent **cannot wait longer** without risking further harm.

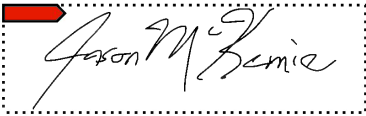
This notice is not intended to be punitive or adversarial. It reflects only that **continued noncompliance has left Respondent without viable options** to preserve access to essential medical care. Respondent therefore proceeds **reluctantly but necessarily**, and solely to protect his health and safety.

Nothing in this Notice constitutes a waiver of Respondent's rights to seek enforcement, sanctions, reimbursement, or other relief deemed appropriate by the Court.

IX. DISCLAIMER

Nothing in this Notice constitutes a waiver of Respondent's rights to seek enforcement, sanctions, reimbursement, or other relief deemed appropriate by the Court.

Respectfully submitted,

A handwritten signature in black ink, reading "Jason McKemie", is enclosed in a dashed rectangular box. A red arrow points to the left from the top-left corner of the box.

Jason McKemie

Respondent, Pro Se

539 W. Commerce St., Suite 2010

Dallas, Texas 75208

[\(214\) 868-4901](tel:(214)868-4901)

jmckemie@mckemie.net

EXHIBIT INDEX:

These events are contemporaneously documented in:

- **Exhibit A** Order on Emergency Reinstatement of Healthcare Coverage,
- **Exhibit B** CVS pharmacy transaction occurring hours prior to the card being reported lost/stolen,
- **Exhibit C** Email correspondence regarding HSA receipts and access, and
- **Exhibit D** Email documenting repeated requests for HSA card access, temporary reactivation during hospitalization, subsequent card disablement, and resulting inability to obtain prescribed antibiotics, with supporting transaction record and photographs of medical condition.

Automated Certificate of eService

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Status as of 1/2/2026 8:40 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Jason McKemie		jmckemie@mckemie.net	1/1/2026 5:15:27 PM	SENT
Gwendolyn Ulijasz McKemie		GUlijasz@gmail.com	1/1/2026 5:15:27 PM	SENT
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