

IN THE MATTER OF	§	IN THE DISTRICT COURT
THE MARRIAGE OF	§	
	§	<u>302<sup>ND</sup></u> JUDICIAL DISTRICT
GWENDOLYN ULIJASZ-MCKEMIE	§	
&	§	
JASON MCKEMIE	§	DALLAS COUNTY, TEXAS

EMERGENCY ENFORCEMENT ORDER FOR  
**MEDICAL PRESERVATION**

ON THIS DAY, the Court considered (Respondent) **Jason McKemie's** request for enforcement of the Court's prior order requiring access to Healthcare.

**FINDINGS**

**THE COURT FINDS THAT:**

1. A prior order requiring healthcare access for Respondent has been entered;
2. Petitioner has failed to comply with that order, and Respondent's health coverage remains terminated;
3. Respondent is experiencing ongoing medical harm and is unable to access necessary medical care, including specialty treatment, imaging, and prescribed medications, due to the lack of coverage; and
4. Incremental or discretionary compliance has failed, and immediate enforcement is necessary to prevent irreparable medical harm.

**ORDERS**

**IT IS THEREFORE ORDERED THAT:**

1. **NONCOMPLIANCE.** Petitioner is found to be in noncompliance with the Court's prior healthcare order.
2. **IMMEDIATE MEDICAL PRESERVATION.** To prevent irreparable medical harm, Petitioner shall immediately secure Respondent's access to healthcare, either by:

- a) reinstating Respondent as a dependent on Petitioner's employer-sponsored health plan effective immediately; OR
  - b) depositing \$20,643.56 (the previously ordered healthcare preservation amount) immediately into the registry of the Court or a designated account, as security to preserve Respondent's medical access pending further order of the Court.
3. **ENFORCEMENT / COERCIVE REMEDIES.** Failure to comply with Paragraph 2 within 24 hours shall result in automatic coercive enforcement, including a daily fine of \$1,000 per day, cumulative, until compliance is achieved.
  4. **NO WAIVER.** Any temporary funding or coverage ordered herein is compelled by the Court solely to preserve medical access and shall not be construed as a waiver of Respondent's right to reinstatement under employer-sponsored coverage or as an admission that a qualifying life event occurred.
  5. **CONTINUING JURISDICTION.** This Order remains in effect through trial or further order of the Court.

SIGNED:

\_\_\_\_\_  
ASSOCIATE JUDGE PRESIDING

Date: December \_\_\_\_\_, 2025

Attached: Exhibit A Signed Order by Judge Abendroth (District 302)  
Exhibit B Sealed Emergency Motion for Reinstatement of Healthcare  
Exhibit C Unsworn Declaration of Jason McKemie  
Exhibit D Notice of Non-Compliance  
Exhibit E Certificate of Service for Signed Order

DF-24-18010

NO.

NOTICE: FILING CONTAINS SENSITIVE INFORMATION

IN THE MATTER OF  
THE MARRIAGE OF

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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.

*Respondent (Gwendolyn McKemie) did not appear & the court took a 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

*Aracelis Judge*

NO. **DF-24-18010**

**NOTICE: CONTAINS SENSITIVE CONTENT**

IN THE MATTER OF  
THE MARRIAGE OF

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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**

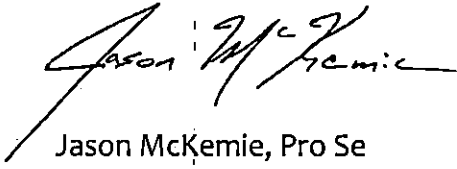
- *Nothing in this Motion or in the relief requested shall be construed as a waiver of Respondent's right to seek additional damages, remedies, sanctions, or relief relating to any medical, financial, or legal harm caused by the termination of his healthcare benefits or the obstruction of his access 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.*

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Respectfully submitted,

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

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**

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IN THE MATTER OF	§	IN THE DISTRICT COURT
THE MARRIAGE OF	§	
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GWENDOLYN ULIJASZ	§	<u>302</u> <sup>ND</sup> JUDICIAL DISTRICT
&	§	
JASON MCKEMIE	§	DALLAS COUNTY, TEXAS

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**UNSWORN DECLARATION OF JASON MCKEMIE**  
(Tex. Civ. Prac. & Rem. Code § 132.001)

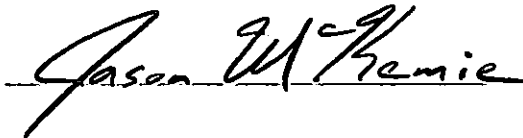
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My name is **Jason McKemie**. My date of birth is **April 8, 1976**. My address is **539 W Commerce St, Ste 2010, Dallas, Texas 75208**. I declare under penalty of perjury that the following is true and correct:

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 style and is positioned above a horizontal line.

Jason McKemie

NO. **DF-24-18010**

**NOTICE: CONTAINS SENSITIVE CONTENT**

IN THE MATTER OF  
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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**

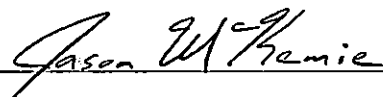
**Judge Abendroth    24hr Order Reinstate Healthcare / HSA/FSA    Signed Dec 17 @ 2:13pm**

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 ✗
2. 24hr of e-File Notice	Dec 18 @ 11:49pm ✗
3. 24hr of Certified Mail & US MAIL	DEC 19 @ 9:04am ✗

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

**DF-24-18010**

NO.

**NOTICE: CONTAINS SENSITIVE CONTENT**

IN THE MATTER OF  
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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 [gulijasz@gmail.com](mailto:gulijasz@gmail.com)  
Email [gwendolyn.ulijasz@accenture.com](mailto:gwendolyn.ulijasz@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
  - e-File Service Sent to: [gulijasz@gmail.com](mailto:gulijasz@gmail.com)

Dec 17, 2025 @ 11:38pm ✓

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

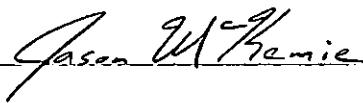
- Tracking No.: **9589 0710 5270 2668 0939 02**

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@mcckemie.net](mailto:jmckemie@mcckemie.net)

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

**NOTICE: THIS DOCUMENT  
CONTAINS SENSITIVE DATA**

**CAUSE NO. DF-24-18010**

**IN THE MATTER OF  
THE MARRIAGE OF**

**GWENDOLYN ULIJASZ-McKEMIE  
AND  
JASON McKEMIE**

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**IN THE DISTRICT COURT**

**302<sup>ND</sup> JUDICIAL DISTRICT**

**DALLAS COUNTY, TEXAS**

**ORDER FOR WITHDRAWAL OF COUNSEL**

On this day the Court considered the Agreed Motion for Withdrawal of Counsel of William Cook.

The Court finds that good cause exists for withdrawal of William Cook as counsel for Gwendolyn Uljasz-McKemie.

The Court finds that a copy of the Agreed Motion for Withdrawal of Counsel was delivered to Gwendolyn Uljasz-McKemie, that Gwendolyn Uljasz-McKemie was notified in writing of the right to object to the motion, that Gwendolyn Uljasz-McKemie has consented to the motion, that the last known address of Gwendolyn Uljasz-McKemie is 12802 Kings Forest Street, San Antonio, 78320., and that the pending settings and deadlines in the case are as follows:

- Final Trial – 2/24/2026

IT IS THEREFORE ORDERED that William Cook is permitted to withdraw as counsel of record for Gwendolyn Uljasz- McKemie in this case.

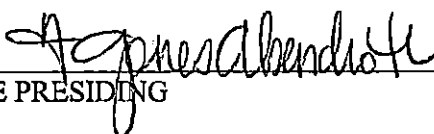
The Court finds that the last known mailing address of Gwendolyn Uljasz- McKemie is 12802 Kings Forest Street, San Antonio, 78320 and ORDERS that all notices in this case shall be either delivered to Gwendolyn Uljasz- McKemie in person or sent to Gwendolyn Uljasz- McKemie at that address by both certified and regular first-class mail.

**ORDER FOR WITHDRAWAL OF COUNSEL**

**1**

The Court ORDERS that William Cook immediately notify Gwendolyn Ulijasz-McKemie in writing of any additional settings or deadlines of which William Cook now has knowledge and has not already notified Gwendolyn Ulijasz-McKemie. The Court FURTHER ORDERS William Cook to make available to Gwendolyn Ulijasz-McKemie, not later than 7 days after the date of entry of this order, the originals of all of Gwendolyn Ulijasz-McKemie's discovery responses and documents Gwendolyn Ulijasz-McKemie has produced in response to discovery requests.

SIGNED on Nov. 18, 2025.

  
JUDGE PRESIDING

**DF-24-18010**

NO.

**NOTICE: FILING CONTAINS SENSITIVE INFORMATION**

IN THE MATTER OF  
THE MARRIAGE OF

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IN THE DISTRICT COURT

GWENDOLYN ULJASZ  
&  
JASON MCKEMIE

302<sup>ND</sup> JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

*Associate Judge's Ruling*

~~(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.

*Respondent (Gwendolyn McKemie) did not appear & the court took a 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. ty

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

*Aracelis Judge*