

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

254TH JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

**PETITIONER’S EMERGENCY EX PARTE TEMPORARY RESTRAINING ORDER
AND ORDER SETTING HEARING FOR TEMPORARY ORDERS**

The application of Petitioner, GWENDOLYN ULIJASZ-MCKEMIE, for temporary restraining order was presented to the Court today.

Respondent is JASON MCKEMIE.

The Court examined the pleadings and affidavit of Petitioner and finds that Petitioner is entitled to a Temporary Restraining Order. After review and consideration of Petitioner’s Emergency Ex Parte Temporary Restraining Order against Jason McKemie and supporting affidavit dated December 17, 2024, the Court finds that effective immediately for the preservation of the property and the protection of the parties the Temporary Restraining Order is **GRANTED**.

IT IS ORDERED that, effective immediately, Jason McKemie, as well as his agents, servants, employees, and attorneys, and all persons in active concert or participation with him who receive actual notice of this Temporary Restraining Order, by personal service or otherwise, are temporarily enjoined from the commission of or continuance of the following acts:

1. Intentionally communicating with Petitioner in person or in any other manner, including by telephone or another electronic voice transmission, video chat, in writing, or electronic messaging, by use of vulgar, profane, obscene, or indecent language or in a coarse or offensive manner, with intent to annoy or alarm Petitioner.
2. Threatening Petitioner in person or in any other manner, including by telephone or another electronic voice transmission, video chat, in writing, or electronic messaging, to take unlawful action against any person, intending by this action to annoy or alarm Petitioner.
3. Placing a telephone call, anonymously, at any unreasonable hour, in an offensive and repetitious manner, or without a legitimate purpose of communication with the intent to annoy or alarm Petitioner.
4. Intentionally, knowingly, or recklessly causing bodily injury to Petitioner.
5. Threatening Petitioner with imminent bodily injury.
6. Intentionally, knowingly, or recklessly destroying, removing, concealing, encumbering, transferring, or otherwise harming or reducing the value of the property of one or both of the parties with intent to obstruct the authority of the

Court to order a division of the estate of the parties in a manner that the Court deems just and right, having due regard for the rights of each party.

7. Intentionally falsifying a writing or record, including an electronic record, relating to the property of either party.
8. Intentionally misrepresenting or refusing to disclose to Petitioner or to the Court, on proper request, the existence, amount, or location of any tangible or intellectual property of one or both of the parties, including electronically stored or recorded information.
9. Intentionally or knowingly damaging or destroying the tangible or intellectual property of one or both of the parties, including electronically stored or recorded information.
10. Intentionally or knowingly tampering with the tangible or intellectual property of one or both of the parties, including electronically stored or recorded information, and causing pecuniary loss or substantial inconvenience to Petitioner.
11. Selling, transferring, assigning, mortgaging, encumbering, or in any other manner alienating any of the property of one or both of the parties, whether personal property, real property, or intellectual property, and whether separate or community property, except as specifically authorized by order of this Court.
12. Incurring any debt, other than legal expenses in connection with this suit, except as specifically authorized by order of this Court.
13. Withdrawing money from any checking or savings account in any financial institution for any purpose, except as specifically authorized by order of this Court.
14. Spending any money in either party's possession or subject to either party's control for any purpose, except as specifically authorized by order of this Court.
15. Withdrawing or borrowing money in any manner for any purpose from any retirement, profit-sharing, pension, death, or other employee benefit plan, employee savings plan, individual retirement account, or Keogh account of either party, except as specifically authorized by order of this Court.
16. Withdrawing, transferring, assigning, encumbering, selling, or in any other manner alienating any funds or assets held in any brokerage account, mutual fund account, or investment account by one or both parties, regardless of whether the funds or assets are community or separate property and whether the accounts are self-managed or managed by a third party, except as specifically authorized by order of this Court.
17. Withdrawing or borrowing in any manner all or any part of the cash surrender value of any life insurance policy on the life of either party except as specifically authorized by order of this Court.
18. Entering any safe-deposit box in the name of or subject to the control of one or both of the parties, whether individually or jointly with others.
19. Changing or in any manner altering the beneficiary designation on any life insurance policy on the life of either party.
20. Canceling, altering, failing to renew or pay premiums on, or in any manner affecting the level of coverage that existed at the time this suit was filed of, any life, casualty, automobile, or health insurance policy insuring the parties' property or persons.

21. Opening or diverting mail or e-mail or any other electronic communication addressed to Petitioner.
22. Signing or endorsing Petitioner's name on any negotiable instrument, check, or draft, including a tax refund, insurance payment, and dividend, or attempting to negotiate any negotiable instrument payable to Petitioner without the personal signature of Petitioner.
23. Taking any action to terminate or limit credit or charge cards in the name of Petitioner.
24. Discontinuing or reducing the withholding for federal income taxes from either party's wages or salary.
25. Destroying, disposing of, or altering any financial records of the parties, including but not limited to a canceled check, deposit slip, and other records from a financial institution, a record of credit purchases or cash advances, a tax return, and a financial statement.
26. Destroying, disposing of, or altering any e-mail, text message, video message, or chat message or other electronic data or electronically stored information relevant to the subject matter of this case, whether stored on a hard drive, in a removable storage device, in cloud storage, or in another electronic storage medium.
27. Modifying, changing, or altering the native format or metadata of any electronic data or electronically stored information relevant to the subject matter of this case, whether stored on a hard drive, in a removable storage device, in cloud storage, or in another electronic storage medium.
28. Deleting any data or content from any social network profile used or created by either party.
29. Using any password or personal identification number to gain access to Petitioner's e-mail account, bank account, social media account, or any other electronic account.
30. Terminating or in any manner affecting the service of water, electricity, gas, telephone, cable television, or any other contractual service, including security, pest control, landscaping, or yard maintenance, at 5609 La Foy Blvd., Dallas, Texas 75209 or in any manner attempting to withdraw any deposits for service in connection with any of those services.
31. Excluding Petitioner from the use and enjoyment of the residence located at 5609 La Foy Blvd., Dallas, Texas 75209.
32. Entering, operating, or exercising control over any motor vehicle in the possession of Petitioner.
33. Tracking or monitoring personal property or a motor vehicle in the possession of a party, without that party's effective consent, including by—
 - a. using a tracking application on a personal electronic device in the possession of that party or using a tracking device;
 - b. physically following that party or causing another to physically follow that party; or
 - c. installing or using a spyware application including but not limited to Spyrix, Ksys Config, or any other such application to Petitioner's computers or any electronic devices.
34. Disturbing the peace of another party.

The Court having examined the affidavit of Gwendolyn Ulijasz-McKemie, finds that pursuant to T.F.C. Sec.105.001(c) “good cause” exists and it is, therefore, ORDERED that Jason McKemie is excluded from the residence located at 5609 La Foy Blvd., Dallas, Texas 75209.

IT IS FURTHER ORDERED that this restraining order is effective immediately and shall continue in force and effect until further order of this Court or until it expires by operation of law. This order shall be binding on Respondent; on Respondent’s agents, servants, and employees; and on those persons in active concert or participation with them who receive actual notice of this order by personal service or otherwise. The requirement of a bond is waived.

IT IS FURTHER ORDERED that the clerk shall issue notice to Jason McKemie to appear, and Jason McKemie is hereby ordered to appear at _____ on _____, 2024 at the 254TH Judicial District Court of Dallas County at 600 Commerce Street, 3rd Floor New Tower, Dallas, Texas 75202, for a hearing on Petitioner’s request that this Temporary Restraining Order be made into a Temporary Injunction against Jason McKemie during the pendency of this divorce or until further orders of this Court. The Court may make further orders on such matters as it deems appropriate at the hearing, including but not limited to the following matters:

1. Intentionally communicating with Petitioner in person or in any other manner, including by telephone or another electronic voice transmission, video chat, in writing, or electronic messaging, by use of vulgar, profane, obscene, or indecent language or in a coarse or offensive manner, with intent to annoy or alarm Petitioner.
2. Threatening Petitioner in person or in any other manner, including by telephone or another electronic voice transmission, video chat, in writing, or electronic messaging, to take unlawful action against any person, intending by this action to annoy or alarm Petitioner.
3. Placing a telephone call, anonymously, at any unreasonable hour, in an offensive and repetitious manner, or without a legitimate purpose of communication with the intent to annoy or alarm Petitioner.
4. Intentionally, knowingly, or recklessly causing bodily injury to Petitioner.
5. Threatening Petitioner with imminent bodily injury.
6. Intentionally, knowingly, or recklessly destroying, removing, concealing, encumbering, transferring, or otherwise harming or reducing the value of the property of one or both of the parties with intent to obstruct the authority of the Court to order a division of the estate of the parties in a manner that the Court deems just and right, having due regard for the rights of each party.
7. Intentionally falsifying a writing or record, including an electronic record, relating to the property of either party.
8. Intentionally misrepresenting or refusing to disclose to Petitioner or to the Court, on proper request, the existence, amount, or location of any tangible or intellectual property of one or both of the parties, including electronically stored or recorded information.

9. Intentionally or knowingly damaging or destroying the tangible or intellectual property of one or both of the parties, including electronically stored or recorded information.
10. Intentionally or knowingly tampering with the tangible or intellectual property of one or both of the parties, including electronically stored or recorded information, and causing pecuniary loss or substantial inconvenience to Petitioner.
11. Selling, transferring, assigning, mortgaging, encumbering, or in any other manner alienating any of the property of one or both of the parties, whether personal property, real property, or intellectual property, and whether separate or community property, except as specifically authorized by order of this Court.
12. Incurring any debt, other than legal expenses in connection with this suit, except as specifically authorized by order of this Court.
13. Withdrawing money from any checking or savings account in any financial institution for any purpose, except as specifically authorized by order of this Court.
14. Spending any money in either party's possession or subject to either party's control for any purpose, except as specifically authorized by order of this Court.
15. Withdrawing or borrowing money in any manner for any purpose from any retirement, profit-sharing, pension, death, or other employee benefit plan, employee savings plan, individual retirement account, or Keogh account of either party, except as specifically authorized by order of this Court.
16. Withdrawing, transferring, assigning, encumbering, selling, or in any other manner alienating any funds or assets held in any brokerage account, mutual fund account, or investment account by one or both parties, regardless of whether the funds or assets are community or separate property and whether the accounts are self-managed or managed by a third party, except as specifically authorized by order of this Court.
17. Withdrawing or borrowing in any manner all or any part of the cash surrender value of any life insurance policy on the life of either party except as specifically authorized by order of this Court.
18. Entering any safe-deposit box in the name of or subject to the control of one or both of the parties, whether individually or jointly with others.
19. Changing or in any manner altering the beneficiary designation on any life insurance policy on the life of either party.
20. Canceling, altering, failing to renew or pay premiums on, or in any manner affecting the level of coverage that existed at the time this suit was filed of, any life, casualty, automobile, or health insurance policy insuring the parties' property or persons.
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23. Taking any action to terminate or limit credit or charge cards in the name of Petitioner.

24. Discontinuing or reducing the withholding for federal income taxes from either party's wages or salary.
25. Destroying, disposing of, or altering any financial records of the parties, including but not limited to a canceled check, deposit slip, and other records from a financial institution, a record of credit purchases or cash advances, a tax return, and a financial statement.
26. Destroying, disposing of, or altering any e-mail, text message, video message, or chat message or other electronic data or electronically stored information relevant to the subject matter of this case, whether stored on a hard drive, in a removable storage device, in cloud storage, or in another electronic storage medium.
27. Modifying, changing, or altering the native format or metadata of any electronic data or electronically stored information relevant to the subject matter of this case, whether stored on a hard drive, in a removable storage device, in cloud storage, or in another electronic storage medium.
28. Deleting any data or content from any social network profile used or created by either party.
29. Using any password or personal identification number to gain access to Petitioner's e-mail account, bank account, social media account, or any other electronic account.
30. Terminating or in any manner affecting the service of water, electricity, gas, telephone, cable television, or any other contractual service, including security, pest control, landscaping, or yard maintenance, at 5609 La Foy Blvd., Dallas, Texas 75209 or in any manner attempting to withdraw any deposits for service in connection with any of those services.
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 - b. physically following that party or causing another to physically follow that party; or
 - c. installing or using a spyware application including but not limited to Spyrix, Ksys Config, or any other such application to Petitioner's computers or any electronic devices.
34. Disturbing the peace of another party.

TAKE FURTHER NOTICE that the Court will consider granting such other and further relief as the Court determines to be appropriate for the parties.

IT IS FURTHER ORDERED that the Clerk shall issue notice in conformity with the terms of this Temporary Restraining Order and deliver the same to the sheriff or any constable of the county of the residence of the person enjoined herein.

SIGNED on _____ at _____ A.M./P.M.

JUDGE PRESIDING

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Crystal Martinez on behalf of Donna Tomlinson

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Envelope ID: 95440352

Filing Code Description: Proposed Order/Judgment

Filing Description: TEMPORARY EXPARTE TRO AND ORDER SETTING HEARING FOR TEMPORARY ORDERS

Status as of 12/18/2024 10:07 AM CST

Associated Case Party: GWENDOLYN ULIJASZ MCKEMIE

Name	BarNumber	Email	TimestampSubmitted	Status
Crystal Martinez		crystal@jhfamilylaw.com	12/18/2024 9:52:05 AM	SENT
Donna Tomlinson		donna@jhfamilylaw.com	12/18/2024 9:52:05 AM	SENT