

<p>IN THE MATTER OF</p> <p>MARRIAGE OF</p> <p>GWENDOLYN ULIJASZ-MCKEMIE</p> <p>&</p> <p>JASON MCKEMIE</p>	<p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p>	<p>IN THE DISTRICT COURT THE</p> <p><u>302nd</u> JUDICIAL DISTRICT</p> <p>DALLAS COUNTY, TEXAS</p>
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(PROPOSED)

ORDER ON EMERGENCY MOTION FOR MEDICAL PRESERVATION, INTERIM MAKE-WHOLE RELIEF, JUDICIAL FINDINGS OF MISREPRESENTATION/IMPOSSIBILITY, CONDITIONAL SANCTIONS, AND THIRD-PARTY SUBPOENA AUTHORITY (QLE RECORDS)

On this day, the Court considered Respondent Jason McKemie’s Emergency Motion for Medical Preservation, Interim Make-Whole Relief, Judicial Findings of Misrepresentation/Impossibility, Conditional Sanctions, and Third-Party Subpoena Authority (QLE Records). After reviewing the motion and the record, the Court finds that emergency relief is necessary to preserve Respondent’s health, safety, and ability to participate in these proceedings.

IT IS ORDERED:

I. MEDICAL PRESERVATION AND FUNCTIONAL ACCESS

1. **Healthcare and Prescription Access.**

Petitioner shall immediately take all actions within her control to restore **functional** healthcare and prescription access for Respondent, including completing any authentication, verification, or authorization steps required by the employer, plan administrator, pharmacy benefit manager, or Health Savings Account (“HSA”) administrator.

2. **HSA Functional Access.**

Petitioner shall immediately cooperate to ensure Respondent’s HSA access is **functional**, including activation of a working card and the ability to transact for qualified medical expenses. Delivery of a card alone shall not constitute compliance if the card is inactive or unusable.

3. **Non-Interference.**

Petitioner shall not interfere with, restrict, delay, or condition Respondent’s access to healthcare benefits, prescriptions, or HSA funds.

II. JUDICIAL FINDINGS REGARDING IMPOSSIBILITY AND RELIANCE

4. **Impossibility of Compliance.**

The Court finds that Respondent cannot comply with Petitioner's asserted portal-upload and receipt requirements where such actions are **technically impossible** due to system restrictions and access controlled by Petitioner.

5. **Unreliable Compliance Representations.**

The Court further finds that Petitioner's compliance representations are **materially inconsistent** with objective administrator and system facts, and the Court will not rely on unilateral representations pending third-party verification.

III. INTERIM STABILIZATION RELIEF FOR UNLIQUIDATED MEDICAL AND FINANCIAL HARM

6. **Interim Stabilization Relief (Money).**

Because Respondent has suffered **actual, ongoing, and unliquidated medical and financial harm**, and because functional access has failed, the Court **ORDERS immediate interim stabilization relief in an initial amount of no less than \$125,000 (equal to one month of Petitioner's average annual monthly compensation)**.

7. **Purpose of Funds.**

This interim stabilization relief is ordered **solely as temporary substitute performance** to secure:

- prescribed medications,
- hospital admission and acute medical care,
- stabilization during hospitalization and recovery, and
- housing stability and relocation necessities where access to funds has failed.

8. **Payment Method.**

Said amount shall be paid by **transfer to joint account ending xx6893** within **[24 hours / 48 hours]** of this Order, or as otherwise directed by the Court.

9. **Not Make-Whole; No Cap.**

This interim amount:

- is **not intended to make Respondent whole**,
- represents **only a preliminary stabilization floor**, and

- shall not be construed as a cap, settlement, waiver, or satisfaction of damages.

10. **Reassessment Reserved.**

The Court expressly reserves the right to **reassess, supplement, expand, or modify** the amount of interim stabilization relief following Respondent's hospital admission, medical evaluation, and further proceedings.

IV. THIRD-PARTY SUBPOENA AUTHORITY (QLE RECORDS)

11. **Subpoena Authority Granted.**

Respondent is GRANTED leave and authority to serve a narrowly tailored subpoena on **Accenture HR and/or the ERISA plan administrator** for records relating to the Qualifying Life Event ("QLE"), including the submission, supporting documentation, audit logs, determination notes, communications, and eligibility processing history.

12. **Expedited Production.**

Production shall occur on an expedited basis within **ten (14) days** of service.

V. CONDITIONAL SANCTIONS (RESERVED)

13. **Sanctions Reserved.**

The Court expressly **reserves sanctions**, including monetary sanctions, fee shifting, and adverse inferences, pending third-party production and a compliance review.

VI. PRESERVATION OF LIABILITY AND RIGHTS

14. **No Waiver.**

Nothing in this Order shall be construed as:

- a determination of fault,
- an allocation of responsibility,
- a waiver of ERISA rights,
- an election of remedies, or
- a release of any civil, statutory, or equitable claims.

15. **Claims Preserved.**

Respondent expressly preserves all claims against any responsible party, including Petitioner, the employer, the ERISA plan administrator, benefits vendors, and any third-party service providers.

SIGNED on _____, 2026.

JUDGE PRESIDING

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