



NO. **DF-24-18010**

**NOTICE: FILING CONTAINS SENSITIVE INFORMATION**

IN THE MATTER OF §  
THE MARRIAGE OF §  
§  
GWENDOLYN ULIJASZ §  
& §  
JASON MCKEMIE §

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

**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 \_\_\_\_\_, 2025.

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JUDGE PRESIDING