NO. DF-24-18010 NOTICE: THIS DOCUMENT CONTAINS SENSITIVE MATERIALS

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DALLAS CO. TEXAS
DEPUTY

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

APPLICATION FOR EMERGENCY TRO

FOR IMMEDIATE TEMPORARY SUPPORT TO PREVENT IMMINENT EVICTION, RESTORE HEALTHCARE ACCESS, AND MAINTAIN STATUS QUO

TO THE HONORABLE JUDGE PRESIDING:

COMES NOW, Respondent, **Jason McKemie**, pro se, and files this **EMERGENCY APPLICATION FOR TRO FOR URGENT TEMPORARY SUPPORT TO PREVENT EVICTION AND MAINTAIN STATUS QUO,** and respectfully shows the Court as follows:

I. INTRODUCTION & EMERGENCY NATURE

Respondent seeks immediate, temporary emergency relief to prevent eviction, restore functional healthcare access, and maintain the status quo pending a prompt return hearing. Absent relief today, Respondent will suffer irreparable harm before judicial review is available, including dismissal of a perfected eviction appeal, loss of housing, and inability to obtain prescribed medications.

This application requests a short bridge only, without adjudicating property division, fault, or long-term support.

II. JURISDICTION & AUTHORITY

The Court has authority to issue a Temporary Restraining Order to prevent immediate and irreparable harm and to preserve the status quo pursuant to Tex. Fam. Code §§ 6.501–6.502 and the Court's inherent equitable powers.

III. EMERGENCY FACTS

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1. EVICTION JUDGMENT & DEADLINE TO PERFECT APPEAL

A justice-court eviction judgment was entered on December 30, 2025. Respondent timely pursued an appeal; however, perfection requires immediate payment of the appeal bond and the first rent-registry deposit. Specifically, Respondent must tender cash, in person, by the statutory deadline:

- Appeal Bond: $9,998
- Rent Registry (First Deposit): $4,999
- Total Required to Perfect at This Stage: $14,997

These sums are the minimum required to perfect the appeal at this stage. Absent payment, the appeal is dismissed by operation of law, resulting in immediate loss of possession and homelessness. Respondent's bank account is negative, with no alternative means to satisfy the cash-only requirement without Court intervention.

2. APPEAL MECHANICS REQUIRE IMMEDIATE, USABLE FUNDS

The registry accepts no alternative form of payment. Funds must be immediately available for withdrawal to permit cash, in-person tender by the deadline. Any relief that is not immediately accessible will fail to prevent eviction.

3. MEDICAL COMPROMISE & PHYSICAL INABILITY TO RELOCATE

Respondent is medically compromised (significant shoulder injury requiring surgery) with limited functional use of one arm and unstable, nonfunctional access to prescribed medications, rendering Respondent physically unable to relocate on an emergency timeline.

4. IRREVERSIBILITY

Once eviction occurs, possession is lost and property is exposed to removal or damage; later relief cannot undo that harm.

6. PETITIONER HAS NOT COMPLIED.

Petitioner was required to order an HSA card in Respondent's name and provide proof (screenshot, administrator email, or sworn affidavit). Petitioner later represented that such a card was ordered; no such card exists, and more than 22 days have elapsed—exceeding the standard 21-day issuance window.

- **Petitioner has not provided the PIN, registered ZIP code,** or activation credentials necessary to make the HSA functional.

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- **Petitioner has not filed a Certificate of Compliance.**

As of today, Respondent still cannot obtain prescribed medications despite a clear court order.

IV. IRREPARABLE HARM & WHY DELAY DEFEATS RELIEF

Immediate eviction before judicial review would cause irreparable harm. Respondent's medical instability amplifies the danger of displacement and inability to move safely. Relief that is not immediately accessible will not prevent eviction because statutory deadlines expire before further review is available. A narrow TRO is necessary to preserve the status quo now.

V. RELIEF REQUESTED

Respondent respectfully requests that the Court:

A. **Compel immediate direct payment** of **$21,497** by **11:59PM on the date of signing**, by electronic transfer to Respondent's account ending **XX6893**, solely to prevent eviction and stabilize essential needs pending a return hearing.

This amount consists of:

i.	**Appeal bond:**	$9,998
ii.	**Rent registry (first deposit):**	$4,999
iii.	**Vehicle stabilization (insurance/arrears):**	$2,500
iv.	**Minimum Prescriptions/Deductibles/Copays:**	$1,500
v.	**Essential medical/living bridge through Hearing:**	$2,500

B. **Restrain eviction/lockout** and preserve Respondent's possession pending the return hearing.

C. **Property protections** to prevent impossible compliance and loss:

- **Non-abandonment:** Respondent shall **not be deemed to have abandoned** any personal property by complying with this Order, any temporary relocation, or inability to remain due to eviction proceedings.

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- **Mutual preservation:** Neither party shall remove, dispose of, conceal, damage, encumber, or interfere with any personal or marital property located at the residence pending further order, except by written agreement or court order.
- **No unilateral inventories/claims:** No party may unilaterally inventory, designate, or claim exclusive ownership of household property during the pendency of this Order.
- **Neutral handling if movement becomes necessary:** Any necessary removal or storage shall occur only by mutual agreement or a neutral third party and shall **not** constitute abandonment or waiver of claims.
- **Prohibit retaliation or interference** related to housing, property, or finances pending the return hearing.
- **Set an expedited return hearing** before the District Judge at the earliest available date.

This relief is temporary and narrowly tailored; it does not adjudicate property division, fault, or long-term support.

VI. ENFORCEMENT AND PAYMENT DEADLINES

A. IMMEDIATE COMPLIANCE DEADLINE.

- Petitioner shall fully comply with Paragraph 1 of this Order by **11:59PM on the date of signing**. Compliance includes tender of the required funds and filing **written proof of compliance** via e-file immediately upon completion.
- Compliance requires immediately available funds (same-day wire or other real-time transfer). **Initiation of an ACH or other delayed-settlement transfer does not constitute compliance.**

B. COERCIVE INCENTIVE FOR COMPLIANCE W/ DAILY ACCRUAL.

- If Petitioner fails to fully complete the funds transfer by **11:59PM on the date of signing** of this Order, e-file a Certificate of Compliance within no later than 1hour thereafter, and release all necessary credentials to ensure the HSA
- such noncompliance continues beyond **Twenty-Four (24) Hours past the time of signing,** Petitioner shall incur a one-time coercive compliance payment equal to **two (2) weeks of Petitioner's gross compensation.** Based on Petitioner's employment contract and annual target compensation (as reflected by 1x annual compensation "base level" life insurance match), the total one-time coercive compliance incentive is **$67,500.**

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- Additionally, Petitioner shall incur a further coercive compliance payment of **$2,500 per day**, accruing daily until all requirements in this Order have been fully satisfied. This daily accrual shall begin exactly twenty-four (24) hours after execution of this Order and shall continue to accrue automatically, without further order of the Court, until full compliance is achieved.

- The Court finds that the amounts stated above are measured and proportionate, are intended solely as a coercive incentive to secure prompt compliance and prevent irreparable harm and are not imposed as punishment or as a determination of Petitioner's motive or intent.

C. MANDATORY PROOF REQUIREMENT.

- Failure to file proof of compliance within one (1) hour after the four-hour deadline shall constitute **prima facie noncompliance** and trigger the coercive accrual described herein.

D. ENFORCEMENT COSTS.

- If Respondent is required to seek enforcement due to noncompliance, Petitioner shall be responsible for **all reasonable attorney's fees and costs** incurred to obtain compliance.

VII. CONTINUING INTERFERENCE

The remedies set forth in Section V shall **apply equally to any future interference** with Respondent's housing stability, access to funds, or medical care pending return hearing, and shall accrue **for each day** such interference continues.

VIII. NON-OFFSET

Any coercive payment, accrual, or security imposed under this Order is an **enforcement remedy**, not a division of property, advance against community assets, or offset against Respondent's share of the marital estate.

IX. GROUNDS FOR EX PARTE RELIEF

The harm will occur **before notice and hearing can be completed**; it is **irreversible** once eviction occurs; and the requested relief is **limited to preserving the status quo** for a short bridge period.

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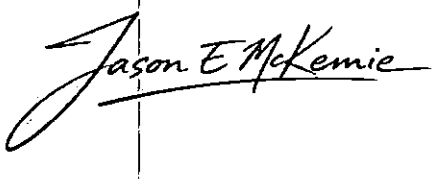
X. PRAYER

Respondent prays the Court grant the Temporary Restraining Order as requested and set an expedited return hearing.

Respectfully submitted,



Jason McKemie
Respondent, Pro Se
539 W. Commerce St., Suite 2010
Dallas, Texas 75208
(214) 868-4901
jmckemie@mckemie.net

EXHIBITS:

- **Exhibit A:** Eviction judgment/notice (deadlines)
- **Exhibit B:** Prior temporary healthcare order (context only)
- **Exhibit C:** Respondent's Unsworn Declaration

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NO. DF-24-18010		NOTICE: THIS DOCUMENT CONTAINS SENSITIVE MATERIALS
IN THE MATTER OF	§	IN THE DISTRICT COURT
THE MARRIAGE OF	§	
	§	
GWENDOLYN ULIJASZ	§	302ND JUDICIAL DISTRICT
	§	
JASON MCKEMIE	§	DALLAS COUNTY, TEXAS

UNSWORN DECLARATION OF JASON MCKEMIE

FILED UNDER SEAL

(Tex. Civ. Prac. & Rem. Code § 132.001)

My name is **Jason McKemie.** My date of birth is **April 8, 1976.** My address is **539 W. Commerce St., #2010, Dallas, Texas 75208.** I am of sound mind, competent to make this declaration, and I have personal knowledge of the facts stated herein.

1. I am the Respondent in **Cause No. DF-24-18010. Eviction is imminent,** and the deadline to perfect my appeal expires **Monday.** If I am evicted before that deadline, the loss of possession and resulting harm cannot be undone.

2. I am **medically compromised and physically unable to relocate.** I have a serious shoulder injury requiring surgical intervention, including a fully torn rotator cuff, ruptured biceps, torn tendons, and cervical nerve root compression. I have been without critical medications since **November 26, 2025,** and I continue to experience unmanaged pain and escalating medical risk.

3. My planned shoulder surgery in 2025 was lost because my dependent health coverage was terminated after a **Qualifying Life Event (QLE)** was reported to the employer plan administrator asserting that the divorce was finalized and that a **judicially signed final decree existed. No final decree exists.** Trial is set for **February 24, 2026.**

4. Regardless of what any benefits portal may display, my coverage has been **functionally unreliable and non-usable in practice,** including denial of pharmacy processing and inability to obtain prescriptions and medically necessary care. The interruption has shifted tens of thousands of dollars of deductibles and copays onto me at the worst possible time. My out-of-pocket maximum had been satisfied for 2025, and the coverage disruption caused the loss of that protection and the loss of the ability to complete treatment and surgery within 2025.

5. A Court order is currently in place requiring **immediate provision of HSA access information/credentials** sufficient for me to use benefits for deductibles and prescriptions. Those items have **not** been provided. Without HSA access, I cannot cover deductible exposure or patient responsibility even if pharmacy adjudication begins to function.

6. Petitioner has asserted that my HSA access could not be restored due to alleged "administrator cancellation" tied to receipts and/or because the HSA card is "in her name." I have been advised by both the prior HSA administrator (**MetLife**) and the current HSA administrator

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(**AetnaAccenture**) that they did not cancel or disable the card for the reasons asserted. Further, dependent HSA access is not dependent on "whose name is on the plastic." I am a covered dependent/authorized user under the plan, and access requires provision of the credentials necessary for plan-authorized use.

7. **Immediate eviction while medically compromised** will cause irreparable harm, including loss of housing, exposure or loss of property, and heightened medical danger. Relief that is not immediately accessible will not prevent eviction because the appeal and rent-registry deadlines expire before further judicial review is available. I will be unable to stabilize housing or obtain necessary medical care without emergency relief.

8. **Ability to Comply / Scale of Available Funds.** Petitioner has the ability to comply with immediate temporary support, and any claim of "lack of funds" is not credible. Even without addressing Petitioner's ongoing salary, bonuses, or broader estate issues, there are **discrete, identifiable funds** already disclosed and/or previously acknowledged in this case that demonstrate ample liquidity:

   - **Sign-on bonus: $300,000** total; **one-half ($150,000)** has been acknowledged as community.
   - **Cognizant settlement paid as W-2 earnings: $148,000** total; **one-half ($74,000)** has been acknowledged as community if paid as W-2 income, and it was paid as W-2 income.
   - **VEIP (Accenture equity investment program):** Substantial funds are available to Petitioner. Any claim that immediate temporary support is infeasible due to lack of funds is not credible. Even excluding Petitioner's ongoing salary, bonuses, and broader estate issues, the following **discrete, identifiable assets** demonstrate ample liquidity:
     - **Sign-on Bonus (Paid):**
       - $300,000 total sign-on bonus
       - **$150,000 acknowledged as community**
     - **Settlement Proceeds (Paid as W-2 Earnings):**
       - $148,000 total settlement paid as W-2 income
       - **$74,000 acknowledged as community**
     - **VEIP – Accenture Equity Investment Program:**
       - Petitioner reported substantial VEIP contributions during the pendency of this case, these investments were incorrectly labeled as "extra tax withholding" within the certified financial disclosures provided by Sullivan & Cook.
       - Petitioner testified on or about **October 31, 2025** that she ceased and/or withdrew from VEIP.
       - **This leaves two mutually exclusive outcomes as follows:**

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- **If VEIP was withdrawn:**
  - Approximately $100,000 in liquid funds would have been received
  - **Community portion approximately** **$50,000**

- **If VEIP was not withdrawn:**
  - A **50% employer match** would have been credited as of **Dec. 31, 2025**
  - VEIP balance would have **fully vested immediately**
  - Approximately $195,000 would be immediately accessible
  - **Community portion approximately** **$97,500**

- **Total Identifiable Funds** from Only These 3 Recent Events (Excluding Over $600,000 in Additional Marital Assets & Forms of Compensation)

  - **Minimum identifiable assets:**
    - *(Sign-on $300,000 + Settlement $148,000 + VEIP $100,000)*
    - Total: $548,000
    - **Community Portion:** **$274,000**

  - **More likely identifiable assets:**
    - *(Sign-on $300,000 + Settlement $148,000 + VEIP $195,000)*
    - Total: $643,000
    - **Community Portion:** **$321,000**

9. **Means to Pay.** Petitioner's total annual compensation has been represented as approximately **$1.5 million per year** (approximately **$125,000 per month**). Respondent has received **no meaningful funds** and seeks only a **short emergency bridge of approximately $20,000** to prevent eviction and obtain essential medical care before fixed deadlines expire.

   - This excludes over $505,000 within investment accounts (Exhibit _____)
   - Accordingly, any assertion that immediate temporary support is infeasible due to lack of funds is **not accurate.**

I declare under penalty of perjury that the foregoing is true and correct.

Executed in **Dallas County, Texas**, on **January 2, 2026.**

Jason E McKemie

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NO. DF-24-18010 NOTICE: FILING CONTAINS SENSITIVE INFORMATION

IN THE MATTER OF	§	IN THE DISTRICT COURT
THE MARRIAGE OF	§	
	§	
GWENDOLYN ULIJASZ	§	302ND 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

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Judge Sara Martinez
Justice of the Peace
Precinct 5 Place 1
Dallas County

NOTICE: THIS DOCUMENT CONTAINS SENSITIVE DATA

Cause Number: JPC-25-12755-51

Plaintiff: Skweres Properties LLC § JUSTICE OF THE PEACE

VS § PRECINCT 5 PLACE 1

Defendant: Jason McRemle § DALLAS, TEXAS

Statement of Inability to Afford Payment of Court Costs or an Appeal Bond

1. Your Information

My full legal name is: Jason (First) Emory (Middle) McRemle (Last) My date of birth is: 4/8/76 (Month/Day/Year)

My address is: 539 W Commerce St # 2010 Dallas, Tx 75208 My phone number: 214-868-4901

About my **dependents:** "The people who depend on me financially are listed below.

	Name	Age	Relationship to Me
1	None		
2			
3			
4			

1A. Spouse Information *(if applicable)*

Name Gwendolyn Alijasz DOB: 5/27/78 Employer: Accenture

His/Her Earning are $ $125,000 per month $ _____ per week

2. Are you represented by Legal Aid?

☐ I am being represented in this case for free by an attorney who works for a legal aid provider or who received my case through a legal aid provider. I have attached the certificate the legal aid provider gave me as 'Exhibit: Legal Aid Certificate.

-or-

☐ I asked a legal-aid provider to represent me, and the provider determined that I am financially eligible for representation, but the provider could not take my case. I have attached documentation from legal aid stating this.

-or-

☑ I am not represented by legal aid. I did not apply for representation by legal aid.

3. Do you receive public benefits?

☐ I do not receive needs-based public benefits. **- or -**

☑ I receive these **public benefits/government entitlements** that are based on indigency:

(Check ALL boxes that apply and attach proof to this form, such as a copy of an eligibility form or check.)

☑ Food stamps/SNAP ☐ TANF ☐ Medicaid ☐ CHIP ☐ SSI ☐ WIC ☐ AABD

☐ Public Housing or Section 8 Housing ☐ Low-Income Energy Assistance ☐ Emergency Assistance

☐ Telephone Lifeline ☐ Community Care via DADS ☐ LIS in Medicare ("Extra Help")

☐ Needs-based VA Pension ☐ Child Care Assistance under Child Care and Development Block Grant

☐ County Assistance, County Health Care, or General Assistance (GA)

☐ Other: _____

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4. What is your monthly income and income sources?

$ 0 in monthly wages. I work as a for Unemployed for N/A
(Your job title / Your employer)

$ 0 in monthly unemployment. I have been unemployed since _____ (date).

$ 200 in public benefits per month.

$ 100 from other people in my household each month: (List only if other members contribute to your household income.)

$ 0 from ☐ Retirement/Pension ☐ Tips, bonuses ☐ Disability Worker's Comp ☐ Social Security
☐ Military Housing ☐ Dividends, interest, royalties ☐ Child/spousal support
☐ My spouse's income or income from another member of my household (If available)

$ 0 from other jobs/sources of income. (Describe) _____

$ 300 is my *total* monthly income.

5. What is the value of your property?

"My property includes:

	Value*
Cash	$ -200
Bank accounts, other financial assets	
_____	$ _____
_____	$ _____
_____	$ _____
Vehicles (cars, boats) (make and year)	
_____	$ -2000
_____	$ _____
_____	$ _____
Other property (like jewelry, stocks, land, another house, etc.)	
_____	$ _____
_____	$ _____
_____	$ 0
Total value of property	$ _____

*The value is the amount the item would sell for less the amount you still owe on it, if anything.

6. What are your monthly expenses?

"My monthly expenses are:

	Amount
Food and household supplies	$ 1000
Rent/house payments/maintenance	$ 5000
Utilities and telephone	$ 1600
Clothing and laundry	$ 50
Medical and dental expenses	$ 25
Transportation, auto repair, gas	$ 200
Insurance (life, health, auto, etc.)	$ 200
School and child care	$ _____
Child / spousal support	$ _____
Wages withheld by court order	$ _____
Debt payments paid to: (List)	$ 1500
_____	$ _____
_____	$ [redacted]
Total Monthly Expenses	$ 8975

7. Are there debts or other facts explaining your financial situation?

"My debts include: (List debt and amount owed) Wife left w/ all marital assets left me w/ all marital debts unemployment

(If you want the court to consider other facts, such as unusual medical expenses, family emergencies, etc., attach another page to this form labeled "Exhibit: Additional Supporting Facts.")

8. Declaration

☑ I declare under penalty of perjury that the foregoing is true and correct. I further swear:
I cannot afford to pay court costs.
☑ I cannot furnish an appeal bond or pay a cash deposit to appeal a justice court decision.

My name is Jason McKenzie. My date of birth is: 04 / 08 / 1976

My address is 539 W Commerce St #2010 Dallas TX 75208
(Street / City / State / Zip Code)

Sign _____ on 1 / 5 / 2026 in County, Dallas, Texas
(Signature / Month / Day / Year)

Subscribed and sword to before me this _____ day of _____, 20____.

_____
Court Clerk/Notary Public

Examined and Approved this _____ day of _____, 20____.

_____
Judge Sara Martinez
Justice of the Peace Pct. 5 Pl 1

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CAUSE NO. JPC-25-12755-51
EVICTION - RESIDENTIAL

SKWERES PROPERTIES LLC, AS AGENT FOR SKWERES TRAVIS & JACQUELINE SUSANN QUISPE RODRIGUEZ PLAINTIFF	§	
	§	IN THE JUSTICE COURT
	§	
	§	PRECINCT 5, PLACE 1
	§	
v.	§	DALLAS COUNTY, TEXAS
	§	
JASON MCKEMIE DEFENDANT		

NOTICE OF RENT DUE DURING PENDACY OF APPEAL
Texas Property Code, Section 24.0053(a-1)

JASON MCKEMIE

YOU ARE HEREBY NOTIFIED:

1. **You must deposit one rental period's rent** in the amount of **$4,999.00** into the justice before 4:00 p.m., on **January 12, 2026**, and;
2. **On or before the beginning of each rental pay period** and while this case is pending appeal, **you must pay $4,999.00** for **one rental pay period** into the **county court registry**.

Payment of rent must be in the form of:

- CASH, *or* CASHIER'S CHECK made payable to DALLAS COUNTY,

FAILURE TO DEPOSIT the required amount of rent INTO THE REGISTRY OF THIS COURT by the DATE ABOVE may result in the court issuing a WRIT OF POSSESSION without hearing.

ISSUED ON THIS THE 5TH DAY OF JANUARY, 2026

Clair Alcocer

Clerk of the Court
JUDGE SARA MARTINEZ
JUSTICE OF THE PEACE, PRECINCT 5, PLACE 1
3443 ST. FRANCIS AVENUE
DALLAS TEXAS 75228
COURT PHONE: 214-943-6980
COURT EMAIL: JP51Court@dallascounty.org

Please acknowledge receipt of this Notice - ***read and initial the following***, then ***date and sign.***
If this notice is received by mail or email, please RETURN a copy of the signed Notice to this court.

JM *(initial)* I hereby acknowledge the receipt of my Notice to deposit rent into the registry of the applicable court during the pendency of this appeal.

JM *(initial)* I understand, in the event I fail to deposit the rent into the court registry that a Writ of Possession may be issued.

1/5/26
Date

Defendant's Signature - JASON MCKEMIE 5609 LA FOY BLVD DALLAS TX 75209

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