

NO. DF-24-18010

NOTICE: THIS DOCUMENT CONTAINS SENSITIVE MATERIALS

IN THE MATTER OF
THE MARRIAGE OF

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IN THE DISTRICT COURT

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

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

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

7. Approximately 19 False Police Reports Discovered thus far, one indicating the acquisition of a firearm Petitioner is carrying without a license to carry.

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 2:00pm 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. Prescriptions/Deductibles/Copays:	\$4,395
iv. Vehicle stabilization (insurance/arrears):	\$2,500
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.
- **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 these Orders by **2:00pm 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 **2:00pm on the Date of Signing** of this Order, e-file a Certificate of Compliance within no later than 24hour thereafter, and release all necessary credentials to ensure the HSA is fully funded and operational, and...

1. AUTOMATIC FINANCIAL COERCIVE INCENTIVES (✓ Check All That Apply)

- ☐ If non-compliance 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**.
- ☐ 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.

2. CONDITIONAL BAD-FAITH/OBSTRUCTION COERCIVE INCENTIVES (✓ Check All That Apply)

☐ **CONDITIONAL FINDING OF BAD FAITH AND OBSTRUCTION**

The Court finds that Respondent's sworn affidavit establishes that Respondent is medically incapacitated, unable to relocate, and at risk of homelessness absent timely receipt of funds acknowledged or conceded as belonging to Respondent. In the event the opposing party fails to timely comply with a court-ordered payment obligation without good cause, and such failure foreseeably places Respondent at risk of homelessness or irreparable harm, the Court **may deem such noncompliance evidence of bad faith, obstruction, or litigation misconduct**, and may consider such conduct in assessing credibility, equitable relief, and compliance with future orders.

☐ **CONDITIONAL EVIDENTIARY PRECLUSION FOR FINANCIAL CLAIMS**

Where a party fails to timely comply with a court-ordered payment or financial obligation, and such failure materially prevents the opposing party—due to medical incapacity—from securing housing or complying with related court deadlines, the Court **may preclude the non-complying party from introducing evidence** in support of financial claims, offsets, reimbursements, tracing, or equitable adjustments arising from or related to the delayed obligation.

☐ **CONDITIONAL PRESUMPTION REGARDING WITHHELD FUNDS**

Where funds are acknowledged, conceded, or otherwise established by sworn affidavit as belonging to Respondent, and the opposing party withholds such funds beyond a court-ordered deadline without good cause—resulting in Respondent's inability to secure housing or comply with court orders—the Court **may presume that such withholding was undertaken for an improper purpose** and may resolve related factual or equitable issues adversely to the non-complying party, including asset characterization and equitable division.

- **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.

- **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.

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:** Respondent's Unsworn Declaration
- **EXHIBIT C:** Ameriprise Statement

DF-24-18010

NO.

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JASON MCKEMIE

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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's
IT IS ORDERED:

(Gwendolyn McKemie) did not appear & the court took a default. The Court signed the proposed order as presented.

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

Arden Judge

NO. **DF-24-18010**

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IN THE DISTRICT COURT

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

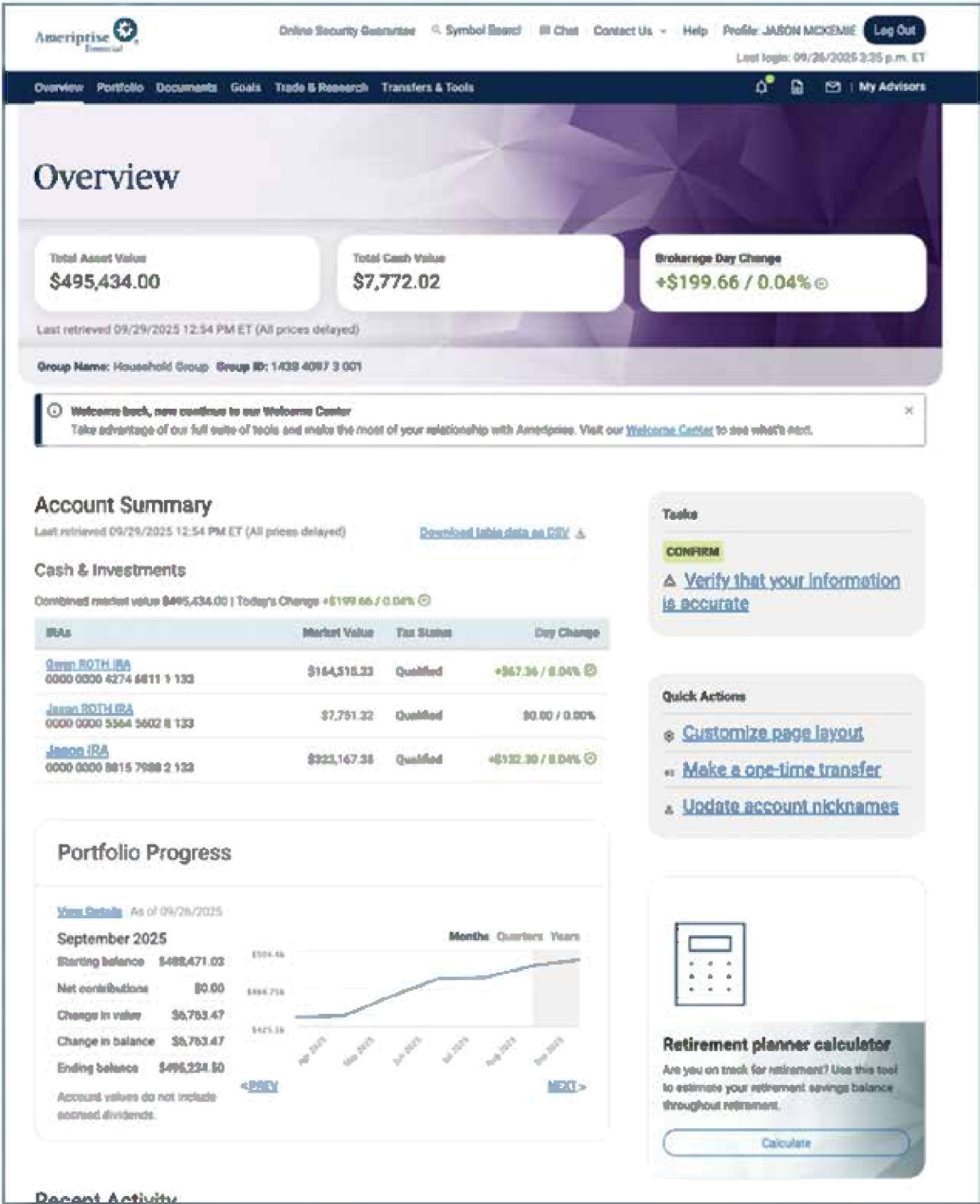
(**AetnaAccenture**) that they did not cancel or disable the card for the reasons asserted. Further, dependent HSA access is not dependent on “whose name is on the plastic.” I am a covered dependent/authorized user under the plan, and access requires provision of the credentials necessary for plan-authorized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

EXHIBIT C



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.

Envelope ID: 109910601

Filing Code Description: Application - Temporary Restraining Order

Filing Description: EMERGENCY

Status as of 1/15/2026 9:33 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Jason McKemie		jmckemie@mckemie.net	1/12/2026 3:52:22 AM	SENT
Gwendolyn Uljasz McKemie		GUljasz@gmail.com	1/12/2026 3:52:22 AM	SENT