

CAUSE 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

301st JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

PETITIONER’S MOTION TO SIGN AND ENTER FINAL DECREE OF DIVORCE

TO THE HONORABLE JUDGE OF SAID COURT:

Petitioner, Gwendolyn Ulijasz McKemie, files this *Motion to Sign and Enter Final Decree of Divorce* and respectfully requests that the Court sign and enter the proposed Final Decree of Divorce submitted on June 11, 2026, and attached to this motion as **Exhibit A**. In support, Petitioner respectfully shows:

I. INTRODUCTION

1. The Court heard the final trial in this matter on June 11, 2026. Petitioner appeared and presented evidence. Respondent, Jason McKemie, did not appear for trial. Following trial, Petitioner submitted a proposed Final Decree of Divorce conforming to the relief established by the record. Petitioner asks the Court to sign and enter that decree.
2. Respondent’s post-trial filings do not prevent entry. Respondent’s pending motion to recuse is his third recusal motion in this case and is therefore a “tertiary recusal motion” under Texas Civil Practice and Remedies Code § 30.016, which expressly authorizes the Court to continue to preside and move the case to final disposition. Respondent’s petition for writ of mandamus has not resulted in any stay. Entry of the decree is proper.

II. BACKGROUND

3. This matter has been pending since December 16, 2024.
4. Respondent filed his first motion to recuse in this case on July 23, 2025. Respondent’s second motion to recuse was filed on February 24, 2026.
5. The Court set this case for final trial on June 11, 2026, at 1:30 p.m.
6. Petitioner and her counsel appeared and announced ready for trial. Respondent did not appear. Instead, between 1:17 p.m. and 1:46 p.m. on the day of trial, Respondent electronically filed a series of documents in lieu of appearing, including an emergency motion to continue, a verified motion to recuse submitted at 1:21 p.m., a proposed order, a notice of non-waiver, and a notice of asserted medical inability to appear.
7. The Court proceeded with trial and rendered the divorce.

8. At 4:28 p.m. on June 11, 2026, Petitioner sent a proposed Final Decree of Divorce to Respondent and the Court for the Court's signature.
9. After trial, Respondent filed additional documents, including an emergency objection to the proposed decree (June 12, 2026) and recusal "supplements" (June 15 and June 16, 2026). Respondent also filed a petition for writ of mandamus in the Fifth Court of Appeals (No. 05-26-00854-CV) on June 12, 2026. On June 15, 2026, the Court of Appeals returned and rejected five of the ten documents Respondent submitted in connection with that filing. No court has stayed these proceedings.

III. ARGUMENT AND AUTHORITIES

A. Respondent's pending motion to recuse is a tertiary recusal motion, and Texas Civil Practice & Remedies Code § 30.016 authorizes the Court to proceed to final disposition.

10. The motion to recuse now pending is the third motion to recuse or disqualify filed by Respondent in this case. It is therefore a "tertiary recusal motion." TEX. CIV. PRAC. & REM. CODE § 30.016(a) ("'tertiary recusal motion' means a third or subsequent motion for recusal or disqualification filed against a district court ... judge by the same party in a case"). An earlier motion counts toward tertiary status even if it was denied for noncompliance. *See* TEX. R. CIV. P. 18a(g)(3)(A).
11. When a tertiary recusal motion is filed, the challenged judge "shall continue to (1) preside over the case; (2) sign orders in the case; and (3) move the case to final disposition as though a tertiary recusal motion had not been filed." TEX. CIV. PRAC. & REM. CODE § 30.016(b).
12. The Supreme Court of Texas has confirmed that a judgment entered under these circumstances is not void. In *Gonzalez v. Guilbot*, the court of appeals had held a sanctions order and final judgment void because recusal motions were pending; the Supreme Court reversed, holding that because the motion was the third in the case, the judge "was permitted to continue to 'preside over the case,' 'sign orders in the case,' and 'move the case to final disposition as though a tertiary recusal motion had not been filed.'" *Gonzalez*, 315 S.W.3d 533, 540–41 (Tex. 2010). The Court further held that the word "third" refers to the motion, not the judge, so a third motion "filed by the same party against *any* judge" qualifies. *Id.* at 540; *see also Shepard v. Shepard*, No. 05-25-00208-CV, 2026 WL 1083068, at *3 (Tex. App.—Dallas Apr. 21, 2026, no pet. h.) ("Because Wife filed three or more motions for recusal, Judge Bailey could continue to preside over the case, sign orders in the case, and move the case to final disposition despite Wife's motions to recuse her.").
13. Petitioner does not ask the Court to rule on the motion to recuse. That motion will be referred for decision in the ordinary course under § 30.016(b). Petitioner asks only that the Court sign and enter the Final Decree of Divorce, which § 30.016(b) authorizes the Court to do while the tertiary motion is pending and being referred.

B. The motion to recuse is also untimely.

14. Independently, Respondent’s motion to recuse is untimely. It was electronically submitted at 1:21 p.m. on June 11, 2026 — nine minutes before the 1:30 p.m. trial setting, and long after “the tenth day before the date set for trial.” TEX. R. CIV. P. 18a(b)(1). Nothing indicates Respondent neither knew nor reasonably should have known of any asserted ground before that date.

C. No stay is in effect; the mandamus filing does not divest this Court of authority.

15. The filing of a petition for writ of mandamus does not stay trial-court proceedings absent an order granting temporary relief. *See* TEX. R. APP. P. 52.10. No such order has issued. Undersigned counsel has confirmed the absence of any temporary-relief or stay order on the docket of the Fifth Court of Appeals in No. 05-26-00854-CV as of June 16, 2026..

D. The case has been tried and is ripe for entry of judgment.

16. The matter was tried on the merits, Petitioner presented evidence supporting the relief requested, and the proposed Final Decree of Divorce conforms to that evidence and the Court’s rulings. The decree is ready for the Court’s signature.

IV. NOTICE OF ENTITLEMENT TO FEES

17. Because the pending recusal motion is a tertiary recusal motion, upon its denial the judge hearing it “shall award reasonable and necessary attorney’s fees and costs to the party opposing the motion,” for which “[t]he party making the motion and the attorney for the party are jointly and severally liable.” TEX. CIV. PRAC. & REM. CODE § 30.016(c). Petitioner reserves and intends to pursue her right to such fees and costs.

V. PRAYER

18. Petitioner respectfully requests that the Court set this motion for submission or hearing at its earliest convenience, sign and enter the proposed *Final Decree of Divorce* submitted June 11, 2026 and attached to this motion as **Exhibit A**, and grant Petitioner all other relief to which she is entitled.

Respectfully submitted,

/s/ 

Jonathan D. Steele

Admitted Pro Hac Vice

State Bar No. 6308171

Beermann LLP

161 North Clark street, Suite 3000

Chicago, IL 60601

(312) 621-9700 |

jsteele@beermannlaw.com

ATTORNEY FOR PETITIONER

CERTIFICATE OF CONFERENCE

Respondent appears pro se. The undersigned conferred / attempted to confer with Respondent regarding the relief requested in this motion. Respondent is opposed, as reflected by his Emergency Objection to the Proposed Final Decree filed June 12, 2026.

/s/ Jonathan D. Steele

Jonathan D. Steele

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing was served in accordance with Rule 21a of the Texas Rules of Civil Procedure on June 16, 2026:

Respondent, Jason McKemie (pro se) via electronic filing manager.

/s/ Jonathan D. Steele

Jonathan D. Steele

NO. DF-24-18010

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DALLAS COUNTY, TEXAS

GWENDOLYN ULJASZ-MCKEMIE
AND
JASON MCKEMIE

FINAL DECREE OF DIVORCE

On **June 11, 2026**, the Court heard this cause.

1. Appearances

Petitioner, **GWENDOLYN ULJASZ-McKEMIE** ("Wife"), appeared in person and through her attorneys of record, **Jonathan D. Steele** and **Rebecca Lee Armstrong**, announced ready for trial, and proved up her case on **Petitioner's First Amended Petition for Divorce filed June 23, 2025**, which is the live pleading and supersedes all prior petitions, including the December 2024 original pleading.

Respondent, JASON EMORY McKEMIE ("Husband"), previously appeared and answered pro se. The Court finds this case was a contested case for notice purposes. Husband received timely and sufficient notice of the final trial setting in compliance with Texas Rule of Civil Procedure 245 and due process, including notice served at his email of record. Husband failed to appear for trial. The Court proceeded by post-answer default, received testimony and admitted exhibits, and finds that the relief granted below is supported by the pleadings and the evidence.

2. Record

A record of the testimony and evidence was duly made by the official court reporter for the 301st Judicial District Court, Dallas County, Texas.

3. Jurisdiction and Domicile

The Court finds that the pleadings of Petitioner are in due form and contain all the allegations, information, and prerequisites required by law. The Court, after receiving evidence, finds that it has jurisdiction of this cause and of all the parties and that at least sixty (60) days have elapsed since the date the suit was filed.

The Court further finds that, at the time this suit was filed, Petitioner and Respondent had been a domiciliary of Texas for the preceding six-month period and Respondent was a resident of **Dallas County**, Texas, for the preceding ninety-day period.

4. Jury

A jury was waived, and all questions of fact and of law were submitted to the Court.

5. Findings on the Marriage

The Court finds that the parties were married on **June 22, 2024**.

The Court further finds that **no informal (common-law) marriage existed between the parties before the ceremonial marriage of June 22, 2024**, and that the community estate commenced June 22, 2024, and continues to entry of this Final Decree pursuant to Tex. Fam. Code § 3.003(a).

6. Divorce

IT IS ORDERED AND DECREED that **GWENDOLYN ULJASZ-McKEMIE**, Petitioner, and **JASON EMORY McKEMIE**, Respondent, are divorced and that the marriage between them is dissolved on the ground of insupportability, pursuant to Tex. Fam. Code § 6.001. The Court enters **no finding of fault** against either party.

7. Children of the Marriage

The Court finds that **no children were born or adopted of the marriage of the parties and that none is expected**.

8. Division of the Marital Estate

The Court finds that the parties have **entered into no agreement incident to divorce**, that Respondent has wholly made default, and that the division set forth below is therefore **ordered by the Court** as a just and right division of the parties' marital estate, having due regard for the rights of each party.

The Court further finds that the division of the community estate as set forth herein is just and right under the circumstances, including the short duration of the marriage, the disparity in earning capacity, the conduct of the parties, the debt-heavy and net-negative character of the community estate, and the fact that Wife serviced and paid down the community debt from her separate income.

The Court finds that the Accenture RSUs/restricted stock awarded below consist of Wife's separate-property component, calculated under Texas Family Code § 3.007(d)–(e), and any community-property component subject to division. The Court confirms Wife's separate-property component to Wife and awards Wife one hundred percent (100%) of any community-property component as part of the just-and-right division. The Court does not include Wife's separate-property component in the divisible community estate.

Except as expressly provided in this Decree or in a beneficiary designation executed after the date this Decree is signed, each party is divested of and shall have no right, title, claim, or beneficiary interest in any retirement account, IRA, brokerage account, HSA, employee-benefit plan, life-insurance policy, stock plan, deferred-compensation plan, or financial account awarded or confirmed to the other party.

A. Community Property Awarded to Wife

IT IS ORDERED AND DECREED that Wife, **GWENDOLYN ULJASZ-McKEMIE**, is awarded the following as her sole and separate property, and Husband is divested of all right, title, interest, and claim in and to that property:

W-1. The UBS Accenture VEIP/ESPP brokerage account ending in **x5313**, with an approximate value of **\$44,599.52**, together with all funds, securities, and accruals therein.

W-2. All Accenture Restricted Stock Units (RSUs), vested and unvested, granted to or held in the name of Wife, including the unvested shares, together with all rights to vesting, dividends, and proceeds thereof.

W-3. The Chase Checking account ending in **x9259** together with all funds on deposit therein.

W-4. The Accenture HSA account, together with all funds on deposit therein.

W-5. The BMW automobile, together with all keys, title documents, and equipment, subject to the indebtedness thereon as allocated below.

W-6. All clothing, jewelry, electronics, household furnishings, and other personal effects in Wife's possession or control.

W-7. Any and all Internet domain names registered to, held by, or otherwise in the possession or control of Husband that consist of, contain, or incorporate the name "Gwendolyn," "Gwen," or "Ulijasz," or any part, abbreviation, or variation thereof, together with all associated registrations, renewal rights, account credentials, and transfer authorization codes. Husband shall take all steps reasonably necessary to transfer each such domain name to Wife or her designee, including initiating and approving all registrar transfers and furnishing all required authorization codes, within thirty (30) days after the date this Decree is signed. Husband is enjoined from registering, renewing, transferring to a third party, monetizing, redirecting, publishing through, or otherwise using any domain name, social-media handle, email account, or online identifier using Wife's name or a confusingly similar variation.

W-8. Wife's guitar, baptism cross, and sobriety coins/medallions, including any such items in Husband's possession or control. Husband shall cause all such items in his possession or control to be appropriately and securely packed and shipped to Wife, at his expense, via FedEx with tracking, addressed to **11703 Huebner Road, Suite 106, PMB 499, San Antonio, Texas 78230**, within thirty (30) days after the date this Decree is signed. If Husband contends that any such item is no longer in his possession or control, Husband shall, within seven days after this Decree is signed, serve on Wife's counsel a sworn declaration identifying the item, its last known location, the date and manner of loss/transfer/disposition, and all persons known to have information regarding the item.

W-9. Any and all other community assets in Wife's name, possession, or control not otherwise awarded herein.

B. Community Property Awarded to Husband

IT IS ORDERED AND DECREED that Husband, **JASON EMORY McKEMIE**, is awarded the following as his sole and separate property, and Wife is divested of all right, title, interest, and claim in and to that property:

H-1. Any and all bank, retirement, or investment accounts in his own name.

H-2. The 2018 Jaguar F-Pace automobile, together with all keys, title documents, and equipment, subject to any indebtedness thereon as allocated below.

H-3. All clothing, jewelry, electronics, household furnishings, and other personal effects in Husband's possession or control.

H-4. Any and all other community assets in Husband's name, possession, or control not otherwise awarded herein.

C. Confirmation of Wife's Separate Property

The Court finds **by clear and convincing evidence**, and **CONFIRMS** as the sole and separate property of Wife, **GWENDOLYN ULIJASZ-McKEMIE**, the following property, which Wife traced to pre-marital sources, and each of which is **SET ASIDE** to Wife as her sole and separate property:

S-1. The **AIG 401(k) Plan**, valued at **\$121,271.77** at the date of marriage and traced gap-free to its current value.

S-2. The **Ameriprise Traditional IRA** account ending in **7988**, traced to pre-marital E*TRADE and the pre-marital Cognizant 401(k).

S-3. The **Ameriprise Roth IRA** account ending in **6811**, traced to pre-marital E*TRADE Roth IRA and the pre-marital Cognizant 401(k) rollover. The combined Ameriprise corpus of **\$449,000.53**, as reflected on the refreshed May 31, 2025 statements adopted by the Court, traces in full to pre-marital sources in Wife's name.

S-4. The **Advantigen Biosciences LLC** membership units, confirmed as Wife's pre-marital separate property by clear and convincing evidence of inception of title. The Court makes **no finding as to the current value** of these units, the record containing no current valuation; **the membership units themselves**, whatever their value, are set aside to Wife as her separate property.

S-5. Any and all other property shown by clear and convincing evidence to be Wife's separate estate, having been owned or claimed by her before the marriage, or acquired during the marriage by gift, devise, or descent.

The Court finds that the refreshed (May 31, 2025) statement values recited above are the values the Court adopts; any prior working or posture figure for Wife's separate estate is superseded by these findings.

D. Debts to be Paid by Husband

IT IS ORDERED AND DECREED that Husband, **JASON EMORY McKEMIE**, shall pay, as a part of the division of the estate of the parties, and shall indemnify and hold Wife and her property harmless from any failure to so discharge, the following debts and obligations:

HD-1. All credit-card, charge, and consumer-credit accounts titled in Husband's name or incurred by Husband, **excluding the debts identified in Section 8.F below except for Husband's one-half share of those debts.**

HD-2. Any indebtedness secured by the 2018 Jaguar F-Pace automobile awarded to Husband in Section 8.B, if any such indebtedness exists.

HD-3. Any and all other debts, charges, liabilities, and obligations incurred solely by Husband from and after the date of marriage, except as expressly provided otherwise herein.

E. Debts to be Paid by Wife

IT IS ORDERED AND DECREED that Wife, **GWENDOLYN ULJASZ-McKEMIE**, shall pay, as a part of the division of the estate of the parties, and shall indemnify and hold Husband and his property harmless from any failure to so discharge, the following debts and obligations:

WD-1. The American Express account ending in **x7006**.

WD-2. The indebtedness secured by the BMW awarded to her above.

WD-3. Any and all other debts, charges, liabilities, and obligations incurred solely by Wife from and after the date of marriage, except as expressly provided otherwise herein.

F. Debts Divided Equally Between the Parties

IT IS ORDERED AND DECREED that, notwithstanding any other provision of this Decree, the following community debts shall be divided equally between the parties, with each party ordered to pay fifty percent (50%) of the outstanding balance of each such debt, together with the interest, fees, and charges attributable to that party's one-half share, within 30 days of entry of this Judgment, and each party shall indemnify and hold the other party and his or her property harmless from any failure to pay his or her one-half share:

JD-1. The SoFi loan, with an approximate outstanding balance of **\$10,000**.

JD-2. The Chase credit card account, with an approximate outstanding balance of **\$50,000**.

JD-3. The Citibank account, with an approximate outstanding balance of **\$15,000**.

G. Mutual Indemnification

IT IS ORDERED AND DECREED that each party shall indemnify and hold the other party and his or her property harmless from any failure to discharge any debt, charge, liability, or obligation assigned to that party under this Decree. If either party fails to discharge a debt assigned to him or her and the other party is required to pay any portion thereof, the defaulting party shall reimburse the paying party for all sums so paid, together with reasonable attorney's fees, costs, and post-judgment interest. Nothing in this Decree modifies the rights of the Chapter 7 trustee in *In re McKemie*, N.D. Tex. No. 26-30161-MVL-7.

9. Attorney's Fees

IT IS ORDERED AND DECREED that each party shall be responsible for his or her own attorney's fees and costs incurred in this proceeding.

10. Change of Name

The Court finds that Petitioner specifically requested this name change and that GWENDOLYN LAURA ULIJASZ is a name previously used by Petitioner. IT IS ORDERED AND DECREED that the name of Petitioner, **GWENDOLYN ULIJASZ-McKEMIE**, is changed to **GWENDOLYN LAURA ULIJASZ**.

11. Court-Ordered Documents; Execution of Instruments; Turnover

IT IS ORDERED AND DECREED that each party shall, at the request of the other party or the other party's counsel, execute, acknowledge, and deliver any deed, title, assignment, release, qualified domestic relations order (QDRO), or other instrument, and shall perform any act, reasonably necessary to effectuate and carry out the terms of this Decree, including the division and transfer of the retirement, brokerage, and financial accounts awarded herein.

IT IS FURTHER ORDERED AND DECREED that each party shall surrender and turn over to the other party, within **thirty (30) days** after the date this Decree is signed, all property awarded to the other party under this Decree that is in his or her possession or subject to his or her control, together with all keys, titles, statements, and documents of ownership.

If a party fails to comply within the time specified, the Court may, on motion, appoint the District Clerk or a constable to execute any necessary instrument on that party's behalf, and such execution shall be valid as if executed by the party.

12. Discharge from Duty to Preserve Discovery

IT IS ORDERED AND DECREED that the parties are discharged from the requirement of keeping and storing the documents produced in this case in accordance with Rule 191.4(d) of the Texas Rules of Civil Procedure.

Notwithstanding any discharge from Texas Rule of Civil Procedure 191.4(d), each party shall preserve all documents, financial records, account statements, transfer records, domain-registration records, communications, shipment records, exhibits, and other materials reasonably necessary to enforce this Decree, respond to any appeal, restricted appeal, motion for new trial, bankruptcy trustee request, creditor claim, tax filing, or enforcement proceeding.

13. Costs

IT IS ORDERED AND DECREED that costs of court are taxed against the party who incurred them.

14. Denial of Respondent's Counterpetition and Affirmative Relief

IT IS ORDERED AND DECREED that Respondent, **JASON EMORY McKEMIE**, having failed to appear, prosecute, or proceed at trial, all relief requested in Respondent's Original Counterpetition for Divorce, his First Amended Counterpetition for Divorce, and any other pleading or request for affirmative relief filed by Respondent is in all respects **DENIED**.

15. Finality

This judgment finally disposes of all claims and all parties, is appealable, and is a final judgment. **All relief requested in this case and not expressly granted in this Decree is DENIED.**

SIGNED this ____ day of _____, 2026.

JUDGE PRESIDING

APPROVED AND ENTRY REQUESTED:

_____/s/_____

Jonathan D. Steele
Beermann LLP
(admitted pro hac vice)