

NOTICE: THIS DOCUMENT CONTAINS SENSITIVE DATA

NO. DF-24-18010

IN THE MATTER OF
MARRIAGE OF

GWENDOLYN ULIJASZ-MCKEMIE
&
JASON MCKEMIE

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§

IN THE DISTRICT COURT THE

302nd JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

SUPPLEMENT TO MOTION TO COMPEL FINANCIAL DISCOVERY COMPLIANCE

NOTICE AND REQUEST FOR LEAVE TO SERVE TARGETED CUSTODIAN SUBPOENAS

TO THE HONORABLE JUDGE OF THE 302ND DISTRICT OF DALLAS COUNTY:

Appearing Pro Se, Respondent, **Jason McKemie** files this **Motion for Leave pursuant to Texas Rule of Civil Procedure 205.3**, respectfully requesting the Court's permission to serve a narrowly tailored subpoena outside the closed discovery window to obtain concealed financial records critical to the equitable resolution of this case.

I. DISCOVERY COLLAPSE AND FINANCIAL CONCEALMENT SCHEME

During the original discovery window, **Respondent requested full financial disclosures**, including all bank and credit card statements held by Petitioner, Gwen Uljasz-McKemie. Many gaps remain. In several instances, Petitioner produced only annual summaries rather than monthly statements—a tactic that fails to show account activity, obscures cash flow, and makes it impossible to reconcile transaction volume.

Whether this failure stems from an inability to understand the difference between a static year-end balance and actual account movement—or from a willful effort to conceal financial misconduct—the result is the same: key financial data remains hidden, and the discovery record is materially compromised.

II. JUSTIFICATION: RENTAL FRAUD, EVICTION MANIPULATION, SYSTEMIC OBSTRUCTION

Petitioner has repeatedly withheld, redacted, delayed, or scrambled financial disclosures—including bank records, credit card accounts, reimbursement documentation, and investment statements—despite direct and repeated discovery requests.

- **Credit Account Proliferation Designed to Conceal:**

Petitioner has produced at least eight (8) different Chase Sapphire credit card numbers. Several display identical balances and transaction patterns, while others were withheld entirely or provided only in part. This creates a false impression of account diversity while obscuring actual financial activity.

- **Chronological Tampering of Statements:**

Statements are presented out of sequence—bouncing between 2023 and 2025, across multiple card numbers, months, and even document types—making it impossible to reconstruct timelines, trace transfers, or audit rental reimbursement flows.

- **Suspected Rental Reimbursement Diversion:**

Petitioner informed Respondent that her rent is reimbursed by her employer, yet we have not been able to identify but a few ACH credit which would apply. Proper identification and income labeled as crucial in evaluating estate value and moving towards trial with fundamentally flawed accounting would not be prudent. Beyond any rental credits, we can't even find a single rental payment made by Petitioner, making this exercise even more violating both financial transparency expectations and discovery obligations.

- **Intentional Record Mixing to Obstruct Review:**

Credit card statements are commingled with unrelated leases, loan documents, and miscellaneous correspondence in a single PDF, creating artificial confusion and obstructing basic financial analysis. This is neither accidental nor consistent with good-faith disclosure.

- **Ongoing Harm from Systematic Obstruction:**

Petitioner's concealment tactics have directly impaired Respondent's ability to assess community assets, contest false claims, and obtain equitable relief. The cumulative effect is a distorted financial record and delayed accountability.

- **Partial and Withheld Credit Card Statements:**

Petitioner produced only partial statements for accounts ending in 9941, 3898, and 6893. These records do not extend through the present, despite multiple requests. She has entirely failed to produce any statements for accounts ending in 7496, 8627, 9259, and at least one account with redacted identifiers—rendering verification impossible without subpoena intervention.

- **Two Key Accounts Missing Entirely from Production:**

Petitioner has not denied the existence of these accounts; in fact, she has affirmatively acknowledged them, and their legitimacy has never been in dispute. In one instance, she provided only a screenshot of a login page, claiming the account remains “locked due to fraud”—a status that has allegedly persisted unchanged for over eight months.

Respondent has repeatedly informed Petitioner that any Chase branch can print current statements on demand, including for locked accounts. Her continued refusal to produce this information—despite repeated guidance on how to obtain it—demonstrates that further voluntary cooperation is unlikely. At this point, a subpoena is the only viable path to secure this documentation and ensure financial transparency.

At least two Chase accounts listed in Respondent's original discovery request were omitted altogether. This is a direct violation of both the request and the Court's discovery expectations. These omissions have materially obstructed Respondent's ability to trace suspected concealed transactions, including reimbursements and cash withdrawals.

- **Respondent Was Severed from Counsel Mid-Discovery:**

Discovery was served in good faith. However, Petitioner's counsel filed a Motion to Withdraw citing non-payment, then disappeared during the court-approved discovery window—leaving Respondent unrepresented during a critical period.

- **Evidence of Shadow Representation During Withdrawal:**

While formally withdrawn, Petitioner's counsel continued operating behind the scenes. Petitioner looped Respondent into communications with attorney Will Cook, demonstrating that counsel remained active during the discovery window despite having formally exited the case. This reveals strategic manipulation of court timelines and coordinated concealment.

- **Coordinated Last-Minute Filing to Close Discovery:**

On the final night of discovery—at approximately 11:45 p.m.—Petitioner's counsel simultaneously filed a Notice of Appearance, blanket objections, and partial financial disclosures. These materials had clearly been prepared in advance while counsel was operating unofficially. By 12:00 a.m., counsel declared discovery closed and refused to participate further. No meaningful responses were ever submitted.

- **Coordinated Obstruction Undermined the Entire Process:**

Respondent asserts that the above actions were not coincidental or procedural missteps, but a calculated strategy to avoid the discovery process entirely through delay, concealment, and exploitation of procedural gaps.

- **Any outgoing or incoming deposits and rent-related payments.**

During the original discovery window, Respondent requested full financial disclosures, including all bank and credit card statements held by Petitioner, Gwen Ulijasz-McKemie. Many gaps remain. In several instances, Petitioner produced only annual summaries rather than monthly statements—a tactic that fails to show account activity, obscures cash flow, and makes it impossible to reconcile transaction volume.

- **Subpoena Relief Justified by Ongoing Obstruction**

Whether this failure stems from an inability to understand the difference between a static year-end balance and actual account movement—or from a willful effort to conceal financial misconduct—the result is the same: key financial data remains hidden, and the discovery record is materially compromised.

- **Scope of This Motion Is Narrow—But Discovery Remains Unresolved:**

Respondent is seeking limited account information here because it relates directly to a live claim of procedural fraud involving rental payments and potential concealment of assets. However, this narrow motion does not constitute an acknowledgment that proper discovery ever occurred. Respondent reserves the right to file a broader motion to reopen discovery under judicial supervision and full subpoena authority.

II. RELIEF REQUESTED

Respondent respectfully requests leave of Court under Texas Rule of Civil Procedure 205.3 to serve third-party subpoenas on JPMorgan Chase Bank, N.A. and Venmo, Inc., for the production of concealed financial records critical to equitable distribution of the marital estate. These records are narrowly tailored, time-bound, and designed to resolve key gaps in financial transparency resulting from Petitioner’s discovery misconduct.

A. Scope of Subpoena – Required Data

The subpoenas should compel the following:

1. **All Checking, Savings, Money Market, Credit, Investment, or Business Accounts**

- Identify and produce all accounts held solely or jointly by Petitioner from **September 1, 2023, to Present**, including:
 - Open and closed accounts
 - Accounts renamed, reassigned, reissued, or rolled over
 - Any account using Petitioner’s SSN and DOB, regardless of associated name:
 - SSN: xxx-xx-2457
 - DOB: xxxxx xx, 1978

2. **Account Statements**

- Monthly statements from September 1, 2023 through present
- All account activity from the closing date of most recent statement through production

- Explicit continuity mapping of any accounts that evolved via number reassignment, balance rollover, or relabeling

3. Transaction-Level Data

For all accounts identified:

- CSV or Excel format preferred
- Dates, descriptions, balances, memos
- Source/destination data for ACH, Zelle, wire transfers, check deposits

4. Peer-to-Peer Payments & Digital Wallets

- All transactions through Venmo, Zelle, Apple Pay, PayPal, Cash App, or other P2P platforms linked to accounts above

5. Credit Card Specifics

- All credit card accounts (Chase, Amex, Capital One, Etc.) issued or reissued to Petitioner since Sept 1, 2023
- Last four digits of each card
- Full transaction logs for all cards tied to Petitioner's SSN, regardless of account title

6. Account Continuity Lineage

- Identify any sequential accounts used to rotate, rename, or obscure activity
- Detail origin/destination of carryover balances and cash infusions across accounts

7. Significant Transfers and Advances

- Identify all credit card cash advances or balance transfers exceeding \$5,000
- Identify payee/recipient and associated metadata (e.g., ATM withdrawal locations)

B. To properly trace concealed transactions and determine the continuity of these accounts, Respondent requests that Chase be compelled to:

- 1. Identify all checking, savings, money market, credit card, and investment accounts** held in Petitioner's name (or jointly with Respondent) from **September 1, 2023, through the present**—including all **closed, renamed, reassigned, or transferred accounts**.
- 2. Provide transaction-level data** (machine-readable format preferred, such as Excel or CSV) for each account, including:

- Transaction dates, descriptions, amounts, balances
 - Source/destination metadata for all ACH, Zelle, wire transfers
 - Any memo fields or classification codes available
3. **Reconstruct account lineage**, where applicable, by identifying:
- Whether newer account numbers are continuations or replacements of older accounts
 - Dates of account openings, closures, or transfers
 - Any internal records showing movement of balances between accounts under different identifiers
4. **Produce records related to any cash advances, credit card balance transfers, or significant deposits**, including:
- Explanation of any advances exceeding \$2,000
 - Payee or recipient if advances were transferred to third parties
 - Transaction metadata, including ATM withdrawal locations if applicable

III. WHY THIS IS NECESSARY?

Petitioner has repeatedly withheld or scrambled financial data to disrupt accountability. Without a complete account lineage and access to transaction-level records, Respondent cannot:

- Trace reimbursements
- Validate rent payments
- Confirm cash movement during the period of alleged concealment
- Protect his due process rights in this divorce action

This request is narrowly tailored, time-bound, and directly relevant to **live allegations of financial misconduct**, including the suspected misuse of Chase accounts to facilitate undisclosed rent payments, dual-payment schemes, and post-separation asset dissipation.

III. LEGAL BASIS

Under Texas Rule of Civil Procedure 205.3, discovery may be served on a nonparty after the discovery period ends, provided the Court grants leave. Where there is evidence of financial concealment or discovery obstruction, courts routinely grant such relief to ensure transparency and fairness in marital estate division.

Respondent asserts that this request is not intended to reopen discovery in full, but to allow targeted inspection of omitted financial evidence that has direct bearing on current property disputes, potential fraud, and pending eviction coordination.

This subpoena is narrowly tailored to obtain concealed accounts and financial continuity data necessary for equitable distribution and to prevent irreversible harm from asset dissipation.

See Tex. R. Civ. P. 205.3(b); see also *In re Weekley Homes, L.P.*, 295 S.W.3d 309 (Tex. 2009) (discovery rights include access to relevant financial information, even where objections or procedural limitations exist).

VI. JUSTIFICATION: RENTAL FRAUD, EVICTION MANIPULATION, AND IMPACT ON PROPERTY RIGHTS

Respondent is currently facing imminent eviction from the marital residence — despite not being a financially obligated party on the lease. The residence was leased solely in Petitioner’s name in February 2024. Respondent explicitly refused to co-sign or obligate himself financially, as he was working full-time on a non-salaried startup venture encouraged by Petitioner. He had no fixed income and made clear at the time that he could not assume legal responsibility for a \$5,000/month lease.

Despite this, the January 7 ruling improperly assigned 100% financial responsibility for the residence to Respondent. This ruling is not contractually enforceable, and it was obtained through perjury and falsified evidence. Petitioner submitted misleading financial disclosures, including false declarations of destitution and redacted bank statements — omitting over \$420,000 in marital income earned in the months preceding the hearing.

Respondent paid \$5,000/month in rent from January through May 2025. However, due to recurring hospitalization from a staph infection and physical collapse, he was unable to pay June, July, or August. An initial eviction attempt failed due to improper service. Respondent now faces a second eviction — and this time, Petitioner’s name has been removed from the notice, despite being the only financial guarantor on the lease.

Respondent believes this was intentional. Based on Petitioner’s prior concealment of accounts and manipulation of financial records, it is suspected that she covertly paid the arrears to the landlord while instructing him to proceed with eviction filings under Respondent’s name alone. This would effectively:

- Remove Respondent from the property without court oversight,
- Render him homeless during active litigation,
- And allow Petitioner to reclaim the residence while evading the consequences of her prior perjury.

Respondent respectfully asserts that Petitioner’s ongoing concealment of account activity, underreporting of income, and misrepresentation of liabilities form a clear pattern of financial misconduct that materially prejudices the division of the marital estate and obstructs Respondent’s right to due process.

This pattern is substantiated by the following:

- Petitioner’s name has been removed from active eviction proceedings despite being the sole financial guarantor on the lease for the Dallas marital residence
- Petitioner’s sworn testimony on January 7, 2025, that she could not afford more than \$3,800/month in rent at her San Antonio residence, despite a verified compensation package exceeding \$1.46 million annually
- Her concealed \$10,000/month contributions to the Accenture Voluntary Equity Investment Program (VEIP), which began after the standing and temporary orders were in effect
- Her failure to disclose that her San Antonio housing costs were reimbursed by her employer
- The complete absence of San Antonio rent payments or Sullivan & Cook legal payments from the Chase accounts she produced—despite discovery responses claiming legal expenditures of up to \$480,000
- Confirmed documentation showing Petitioner maintains multiple undisclosed Chase accounts, including accounts with overlapping identifiers and activity consistent with deliberate account rotation to evade traceability.

VII. MISSING TRANSACTIONS FOR MAJOR PURCHASES: RENT AND LEGAL FEES

Respondent notes that Petitioner has failed to produce any account statements showing **monthly rent payments** or **legal fee disbursements**, despite clear confirmation from Sullivan & Cook that they operate on a **biweekly billing cycle**. These omissions are not accidental—they are part of a broader and demonstrable strategy of concealment and misrepresentation within the financial record.

VIII. FINANCIAL STRANGULATION AND EVICTION COORDINATION

This conduct has escalated to immediate and measurable harm. Respondent is currently facing **eviction from a residence for which he holds no legal or financial obligation**—a lease executed solely in Petitioner’s name. Respondent has strong reason to believe that Petitioner is **covertly paying rent off-record** while simultaneously encouraging the landlord to pursue eviction against Respondent.

This campaign appears calculated to:

- Strip Respondent of housing without court oversight,

- Obstruct Respondent's access to the court,
- And skew the final division of marital property in Petitioner's favor.

Respondent was previously served with an eviction notice, which was dismissed due to improper service. However, a second notice was issued with **Petitioner's name intentionally omitted**, despite her being the **sole financial guarantor** on the lease. No lease amendment has been filed. The landlord is now seeking a judgment against a **non-obligated party** while concealing the obligated party from the proceeding—a tactic that may result in **double payment** and permanent displacement of Respondent.

This eviction scheme is not an isolated incident—it is the continuation of a broader campaign of **financial entrapment, medical obstruction, and procedural sabotage**. Through a coordinated pattern of **perjury, aggravated perjury, and fraudulent financial disclosures**, Petitioner has transferred the **entire burden of the marital estate—approximately \$25,000 per month—onto Respondent**, during a period in which he was medically incapacitated and unable to work due to spinal surgery.

IX. PROCEDURAL IDENTITY THEFT

These tactics trace back to December 11, 2024, when Respondent retained legal counsel in anticipation of filing for divorce. Petitioner, upon being notified of the retainer charge, **falsely reported it as fraud** and withheld reinstatement until her attorneys were positioned to file a **protective order based on fabricated allegations**. This maneuver deprived Respondent of access to legal counsel at a critical juncture and allowed Petitioner to seize procedural control by filing first—constructing a false narrative as the foundation of this case.

X. MASSIVE MARITAL ASSET DEPLETION

At the time of filing, Petitioner had already diverted **\$422,000** to concealed accounts and had withdrawn approximately **\$90,000** from a joint Ameriprise account. Simultaneously, she instructed Respondent to incur personal credit card debt for shared household expenses while presenting a false narrative of a temporary “cash crunch.” Petitioner submitted **manipulated bank screenshots** to justify the financial disparity and conceal her liquidity.

On December 13, 2024—just two days after Respondent underwent invasive spinal surgery—Petitioner abruptly vacated the residence, leaving Respondent partially immobilized, financially isolated, and solely responsible for the \$25,000/month cost of maintaining the marital estate. The January 7 rulings cemented this imbalance, relying on what Respondent alleges was **fraudulent testimony and fabricated financial disclosures**, including from Petitioner's sister, Pam Woodman.

XI. REPEATED AND PREDICTABLE PATTERN OF ABUSE

This pattern is not unique to the current case. Petitioner has a **documented history of similar conduct across three prior marriages**, each of which resulted in severe financial and psychological harm to her partners. Her most recent common-law relationship also included **protective orders, stalking claims, and forced eviction**—mirroring the same tactics now being deployed in this case.

XII. THE PROCEDURAL TRAP DOOR

This case has become a procedural trap. Because Petitioner embedded **criminal allegations** in her original petition for annulment, any attempt by Respondent to contest the January 7 rulings (including the denial of spousal support and legal fees) would risk **reintroducing prejudicial allegations** and exposing Respondent to further criminal liability.

As one of Respondent's former attorneys stated, "**contesting the spousal support rulings would be legal suicide.**" Petitioner, a highly litigious individual who has spent **over \$100,000 per year on litigation**, has created a situation in which all marital debt and litigation costs have been shifted to Respondent. Through fraudulent filings, manipulated discovery, denial of medical access, and repeated due process violations, Petitioner has engineered a procedural framework designed to **block correction, suppress relief, and break Respondent completely.**

Respondent has filed over **twenty motions**, including **five emergency motions**, and has made **twenty-two separate visits** to district and associate courtrooms seeking economic hardship relief—none of which have resulted in judicial protection.

XIII. REQUEST FOR RELIEF

For these reasons, Respondent respectfully requests that this Court approve the pending **subpoena to JPMorgan Chase Bank**. This subpoena is narrowly crafted to:

- Identify concealed accounts,
- Reconstruct financial lineage,
- And verify or rebut the suspected misuse of account structures to facilitate ongoing financial abuse and evidentiary obstruction.

Without this relief, Respondent is unable to ensure fair property division or defend against continued concealment of assets and procedural sabotage.

XIV. RESERVATION OF RIGHTS

Respondent further reserves all rights to **seek full and fair remedy** through all available procedural, evidentiary, and equitable means, including the right to reopen discovery, pursue sanctions, or initiate separate legal action based on any misconduct uncovered through this subpoena or previously concealed by Petitioner.

V. PRAYER

Respondent respectfully prays that the Court grant this Motion for Leave and permit the issuance of third-party subpoenas to **JPMorgan Chase Bank, N.A. and Venmo, Inc.** for the above-described financial account records. Respondent further reserves the right to seek full reopening of discovery based on documented obstruction, shadow legal coordination, and systemic concealment of evidence.

To properly trace concealed transactions and determine the continuity of these accounts,

This subpoena is narrowly tailored to obtain concealed accounts and financial continuity data necessary for equitable distribution and to prevent irreversible harm from asset dissipation.

Respondent requests that Chase be compelled to:

1. **Identify all checking, savings, money market, credit card, and investment accounts** held in Petitioner's name (or jointly with Respondent) from **September 1, 2023, through the present**—including all **closed, renamed, reassigned, or transferred accounts**.
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 - Transaction dates, descriptions, amounts, balances
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3. **Reconstruct account lineage**, where applicable, by identifying:
 - Whether newer account numbers are continuations or replacements of older accounts
 - Dates of account openings, closures, or transfers
 - Any internal records showing movement of balances between accounts under different identifiers
4. **Identify and Produce records related to any cash advances, credit card balance transfers, or significant deposits**, including:
 - Explanation of any advances exceeding \$999

- Payee or recipient if advances were transferred to third parties
 - Transaction metadata, including ATM withdrawal locations if applicable
5. Identify and produce and all accounts associated with **Security Number xxx-xx-2457** and **Date of Birth xxxx xx, 1978**, regardless of the name utilized.

Respectfully submitted,



Jason McKemie

Pro Se Respondent

539 W Commerce St, Suite #2010

Dallas, TX 75208

(214) 868-4901

jmckemie@mckemie.net

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Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Jason McKemie		jmkemie@mckemie.net	12/26/2025 11:48:54 PM	SENT
Gwendolyn Ulijasz		gulijasz@gmail.com	12/26/2025 11:48:54 PM	SENT
JASON EMORYMCKEMIE		jason@callvital.com	12/26/2025 11:48:54 PM	SENT