

NO. \_\_\_\_\_

IN THE MATTER OF	§	IN THE DISTRICT COURT
THE MARRIAGE OF	§	
	§	
<b>GWENDOLYN ULIJASZ-MCKEMIE</b>	§	<b>301<sup>st</sup></b> JUDICIAL DISTRICT &
	§	
<b>JASON MCKEMIE</b>	§	DALLAS COUNTY, TEXAS

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**PROPOSED ORDER ON RESPONDENT'S VERIFIED EMERGENCY MOTION  
TO ABATE, STAY, OR CONTINUE TRIAL AND REQUEST FOR PROTECTION  
OF HEALTHCARE, RECORD, AND STOLEN EVIDENCE**

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On this date, the Court considered Respondent, Jason McKemie's, *Verified Emergency Motion to Abate, Stay, or Continue Trial; Request for Remote Appearance; Request for De Novo Trial-Readiness Hearing; Request for Healthcare Preservation, Temporary Financial Relief, Court Reporter, Non-Waiver, and Protection of Stolen Evidence*. After considering the Motion, pleadings, verified declaration, argument, and record, the Court ORDERS:

1. The June 11, 2026 trial is ABATED, STAYED, and CONTINUED pending further order of this Court.
2. No trial evidence shall be taken, no witness shall be called, no exhibit shall be offered, and no final orders shall be signed until the Court conducts and rules on trial readiness, de novo issues, healthcare compliance, source-record verification, stolen evidence preservation, and Respondent's ability to meaningfully participate.
3. Respondent's inability to physically appear caused by medical collapse, difficulty breathing, hospitalization, homelessness, no phone service, no gas money, unsafe transportation, no parking funds, broken laptop screen, stolen trial materials, stolen hard drives, and stolen evidence repositories shall not be treated as waiver, abandonment, failure to prosecute, consent to trial, or consent to final orders.
4. All proceedings shall be on the record with a court reporter.
5. If any interim hearing proceeds before the continued trial setting, Respondent may appear remotely by Zoom, Webex, Teams, email link, telephone alternative, or any available Wi-Fi method.
6. The Court preserves the status quo and ORDERS that no final order, trial event, or decree shall terminate, impair, waive, or reward obstruction of Respondent's healthcare, HSA, FSA, critical illness coverage, life insurance, AD&D, spouse AD&D, medication access, surgery access, or plan-administrator records before healthcare compliance is resolved.
7. Gwendolyn Laura Uljasz shall provide verified plan-administrator confirmation and functional restoration information for all healthcare, HSA, FSA, critical illness, life insurance, AD&D, spouse AD&D, and related benefit categories at issue, including the QLE submission, attestation, audit

trail, validation records, call notes, call recordings, and reversal workflow records, subject to further Court order.

8. Respondent is authorized to seek targeted third-party source records from financial institutions, Accenture, Businessolver, Aetna, HSA/FSA administrators, landlord/lease-buyout custodians, SAPD, Dallas/constable custodians, U-Haul/payment custodians, Apple/device custodians, Blink/Google/Facebook/Dropbox/cloud custodians, and vendor/payment custodians necessary to reconstruct the estate and preserve evidence.
9. All stolen hard drives, evidence repositories, legal work product, binders, paper files, printer, printer ink, litigation equipment, medications, financial records, medical records, device evidence, Apple TV/device evidence, SAPD records, Dallas records, constable records, U-Haul/payment records, third-party payment records, security-camera footage, text messages, audio, video, cloud logs, and external chain-of-custody records shall be preserved.
10. Gwendolyn Laura Ulijasz, her counsel, experts, vendors, investigators, agents, contractors, and anyone acting with or for her shall not have any access to, contact with, use of, control over, disclosure of, alteration of, deletion of, reliance upon, or benefit from Respondent's stolen hard drives, evidence repositories, legal work product, binders, paper files, financial records, medical records, trial materials, printer, printer ink, litigation equipment, medications, or device evidence. Those materials shall be preserved away from Petitioner and her agents and returned to Respondent without access by Petitioner or her agents.
11. Petitioner's requests for fees, costs, protective expenses, vendor expenses, sanctions, or any cost shifting against Respondent arising from this emergency are DENIED IN FULL.
12. All mandamus, appellate, de novo, due-process, healthcare, discovery, stolen-evidence, financial-relief, trial-readiness, court-reporter, and recusal complaints are preserved.

SIGNED on \_\_\_\_\_, 2026.

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JUDGE PRESIDING