

MANDAMUS RECORD / APPENDIX VOLUME 1

In re Jason McKemie, Relator

Original Proceeding from Cause No. DF-24-18010

301st Judicial District Court, Dallas County, Texas

This volume is submitted in support of Relator's Emergency Petition for Writ of Mandamus and Emergency Motion for Temporary Relief under Texas Rule of Appellate Procedure 52.10.

NOTICE: THIS DOCUMENT CONTAINS SENSITIVE DATA

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UNSWORN DECLARATION VERIFYING MANDAMUS RECORD

My name is Jason McKemie. My date of birth is April 8, 1976. My address is 539 W. Commerce St., Suite 2010, Dallas, Texas 75208.

I am the Relator in this mandamus proceeding and Respondent in trial-court Cause No. DF-24-18010.

I declare under penalty of perjury that the documents included in Relator's Mandamus Record / Appendix Volume 1 are true and correct copies of documents transmitted through eFileTexas, documents submitted in trial-court Cause No. DF-24-18010, documents received by email, proposed orders/decrees transmitted by counsel, screenshots or PDF prints from eFileTexas/re:SearchTX, SAPD records, healthcare/HSA/FSA records, and records in my possession or accessible to me.

Executed in Texas on June 12, 2026.

/s/ Jason McKemie

Jason McKemie

Submitted: Jun 12, 2026 8:31:59 AM

re:Search

Actions



GWENDOLYN ULJASZ MCKEMIE vs. JASON MCKEMIE

Submitted By
Judge

Jason McKemie
BROWN, MARY

Case # DF-24-18010

Envelope # 116062972

Filing Status	Filing Code	Filing Type	Filing Description	Client Ref #
Accepted	Objections - Misc	eFile and Serve	RESPONDENT'S EMERGENCY OBJECTION TO ...	

Submitted: Jun 11, 2026 1:46:24 PM

re:Search

Actions



GWENDOLYN ULJASZ MCKEMIE vs. JASON MCKEMIE

Submitted By
Judge

Jason McKemie
BROWN, MARY

Case # DF-24-18010

Envelope # 116030521

Filing Status	Filing Code	Filing Type	Filing Description	Client Ref #
Accepted	Miscellaneous Event	eFile and Serve	RESPONDEN'S SUPPLEMENTAL VERIFIED NO...	

Submitted: Jun 11, 2026 1:26:44 PM

re:Search

Actions



GWENDOLYN ULJASZ MCKEMIE vs. JASON MCKEMIE

Submitted By
Judge

Jason McKemie
BROWN, MARY

Case # DF-24-18010

Envelope # 116029052

Filing Status	Filing Code	Filing Type	Filing Description	Client Ref #
Accepted	Notice Of Filing	eFile and Serve	NOTICE OF NON-WAIVER OF SANCTIONS, CIV...	

Submitted: Jun 11, 2026 1:24:07 PM

re:Search

Actions



GWENDOLYN ULJASZ MCKEMIE vs. JASON MCKEMIE

Submitted By
Judge

Jason McKemie
BROWN, MARY

Case # DF-24-18010

Envelope # 116028891

Filing Status	Filing Code	Filing Type	Filing Description	Client Ref #
Accepted	Proposed Order/Judgment	eFile and Serve	ORDER ON RESPONDENT'S VERIFIED EMERG...	

Submitted: Jun 11, 2026 1:21:45 PM

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Actions



GWENDOLYN ULJASZ MCKEMIE vs. JASON MCKEMIE

Submitted By
Judge

Jason McKemie
BROWN, MARY

Case # DF-24-18010

Envelope # 116028734

Filing Status	Filing Code	Filing Type	Filing Description	Client Ref #
Accepted	Motion - Recuse	eFile and Serve	VERIFIED MOTION TO RECUSE AND REQUEST...	

Submitted: Jun 11, 2026 1:17:47 PM

re:Search

Actions



GWENDOLYN ULJASZ MCKEMIE vs. JASON MCKEMIE

Submitted By
Judge

Jason McKemie
BROWN, MARY

Case # DF-24-18010

Envelope # 116028476

Filing Status	Filing Code	Filing Type	Filing Description	Client Ref #
Accepted	Motion - Miscellaneous	eFile and Serve	VERIFIED EMERGENCY MOTION TO ABATE, S...	

DF-24-18010

NO. _____

IN THE MATTER OF
THE MARRIAGE OF

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IN THE DISTRICT COURT

GWENDOLYN ULIJASZ-MCKEMIE

301st JUDICIAL DISTRICT &

JASON MCKEMIE

DALLAS COUNTY, TEXAS

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**

TO THE HONORABLE COURT:

Respondent, **Jason McKemie**, files this **Verified Emergency Motion** before any final trial evidence is taken on June 11, 2026. From this point forward, Jason McKemie is referred to as Respondent.

This is not a request for delay. It is an emergency request to stop a final trial from being conducted after a manufactured collapse that has destroyed Respondent’s ability to appear, survive, present evidence, access healthcare, obtain surgery, use his trial materials, and reconstruct the marital estate.

The collapse is not sudden. It is the result of financial strangulation, healthcare obstruction, false QLE processing, litigation sabotage, evidence theft, hard-drive theft, stolen legal work product, stolen trial materials, stolen medications, source-record concealment, and a manufactured eviction that Respondent repeatedly warned the Court would be weaponized exactly this way.

EMERGENCY RELIEF REQUESTED

1. ABATE, STAY, OR CONTINUE the June 11, 2026 trial before any trial evidence is taken.
2. Conduct Respondent’s timely requested de novo/trial-readiness hearing before trial, with evidence and witness presentation on the specified issues.
3. Permit Respondent to appear remotely by Zoom, Webex, Teams, email link, telephone alternative, or any available Wi-Fi method if trial is not abated, stayed, or continued, because Respondent’s phone service is cut off and he is medically and financially unable to safely travel.

4. Do not treat Respondent's medical collapse, lack of transportation, no phone service, homelessness, no gas money, unsafe vehicle, lack of parking funds, broken laptop screen, hospitalization, inability to physically appear, or need to seek emergency medical care as waiver, abandonment, failure to prosecute, consent to trial, or consent to final orders.
5. Order that all proceedings occur on the record with a court reporter and that no off-record trial-readiness, de novo, recusal, healthcare, financial, or evidence-theft matters be resolved without a verbatim record.
6. Preserve healthcare and prevent any final order, trial event, or decree from terminating, impairing, waiving, or rewarding obstruction of Respondent's medical coverage, HSA, FSA, critical illness coverage, life insurance, AD&D, spouse AD&D, medication access, surgery access, or plan-administrator records.
7. Order immediate temporary support, litigation-expense funding, medical-access funding, transportation/communication funding, evidence-acquisition funding, and emergency survival relief necessary for Respondent to eat, obtain medication, restore phone communication, obtain safe transportation, preserve his vehicle, obtain records, obtain bodycam/video evidence, and participate meaningfully.
8. Authorize targeted third-party source-record subpoenas and written rulings for financial institutions, Accenture/Businessolver/Aetna/HSA-FSA administrators, landlord/lease-buyout records, SAPD/Dallas/constable records, U-Haul/payment records, Apple/device records, Blink/Google/Facebook/Dropbox/cloud-access records, and vendor/payment records.
9. Preserve all stolen hard drives, evidence repositories, legal work product, binders, paper files, printer, printer ink, litigation equipment, 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.
10. Order that 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 must be preserved away from Petitioner and her agents and returned to Respondent without access by Petitioner or her agents.
11. Deny in full any request by Petitioner or her counsel for fees, costs, protective expenses, vendor expenses, or sanctions against Respondent arising from this emergency. The delay is the product of Petitioner's concealment, noncompliance, theft, healthcare obstruction, and financial sabotage, not Respondent's bad faith.

THIS IS A MANUFACTURED COLLAPSE, NOT LATE NOTICE

Petitioner and her counsel will say this is late. That is false. Respondent has warned the Court for seventeen months that Petitioner was using false reports, protective-order narratives, healthcare obstruction, financial strangulation, discovery obstruction, housing sabotage, digital access, third-party vendors, and court process to destroy his ability to survive and defend himself.

The record already includes repeated requests for emergency financial relief, healthcare enforcement, HSA/FSA access, court reporter protection, source-record verification, subpoena authority, trial abatement, continuance, housing stability, due-process protection, and medical preservation. The record also shows the June 11, 2026 bench trial setting, prior inability-to-pay filings, prior emergency verified continuance/abatement filings, prior healthcare filings, prior discovery filings, prior court-reporter requests, and prior recusal history.

This filing is not late because Respondent slept on his rights. It is being filed under emergency physical collapse because the catastrophe Respondent warned about has now happened. Petitioner stole the evidence, stole the supplies, stole the printer, stole the hard drives, stole the legal work product, obstructed healthcare, kept the financial universe concealed, and now seeks final trial while Respondent is medically unstable, homeless, phoneless, bankrupt, without safe transportation, without a functioning laptop screen, without printer access, without trial materials, and without the source records necessary to divide the estate.

Respondent is currently bouncing between Houston, Dallas, and Bryan while living out of a vehicle with a broken laptop screen and no cell phone service, after repeated hospitalizations for congestive heart failure and after Petitioner obstructed access to healthcare. Respondent is attempting to obtain emergency medical care and will make the best available attempt to appear by Zoom or other remote means if the Court permits it.

PRE-LITIGATION WARNING, RETAINER FRAUD REPORTING, MEDICAL REHABILITATION FRAUD REPORTING, AND FINANCIAL AMBUSH

Beginning in August 2024, Respondent observed extreme behavioral changes in Petitioner, including extreme cruelty, threats, and repeated statements that Respondent was going to die. Respondent knew something was desperately wrong.

Respondent searched the marital residence and found documentation showing an extensive pattern of malicious litigation, false reporting, settlement conduct, and weaponized legal proceedings involving employers, former employers, and past romantic partners. Records concerning those matters, including employment-related settlements and disputes involving Petitioner's current employer and prior employers, have been submitted into the court record. Petitioner is on record denying or minimizing settlement-related matters involving Lines Bernstein, AIG, and Cognizant, despite documents in the court record showing otherwise.

Respondent also discovered documentation and evidence concerning malicious prosecution and malicious litigation conduct involving prior romantic partners, including Christopher McNally

and Jason Parro. Those matters are relevant because this case follows the same pattern: false narratives, police involvement, protective-order weaponization, financial strangulation, reputational destruction, healthcare interference, and litigation used as a method of control and destruction.

Before any protective-order proceeding was filed against him, Respondent called 911. Respondent told law enforcement that he feared for his safety and future because he had discovered extensive documentation showing a long pattern of malicious litigation and that Petitioner was going to file false police reports and a false protective order against him. Respondent asked that the warning be documented in the official record and told law enforcement that if officers were dispatched to his residence, they should be informed that he would not be armed.

Respondent then hired counsel. While Respondent was recovering from spinal surgery, counsel reviewed the documentation and advised Respondent that he was in serious danger and needed to transfer enough money to provide survival funds for approximately three months while recovering and preparing for the collapse counsel believed was coming.

On December 10, 2024, Respondent underwent spinal surgery. On December 11, 2024, Respondent paid a \$5,750 legal retainer to obtain counsel and protect himself. On December 12, 2024, on advice of counsel, Respondent transferred \$30,000 for survival funds while recovering from spinal surgery and purchased rehabilitation equipment and rehabilitation services necessary for spinal-surgery recovery.

Petitioner was notified of the transfer. She texted Respondent and asked whether the transfer was legitimate. Respondent confirmed that it was legitimate and told her not to touch it. Petitioner then reported the transactions as fraud, including the \$30,000 survival-funds transfer, the \$5,750 legal retainer, and Respondent's spinal-surgery rehabilitation equipment and rehabilitation services.

That fraud reporting stripped Respondent of counsel, survival funds, rehabilitation access, and medical recovery resources while Respondent was partially paralyzed, recovering from spinal surgery, without income, and financially dependent on access to marital resources.

At the same time, Petitioner was earning approximately \$125,000 per month, had siphoned approximately \$650,000 from marital accounts, and left Respondent burdened with approximately \$25,000 per month in marital-estate obligations with no income, no counsel, no survival funds, and no functional ability to pay for housing, food, medical care, transportation, litigation costs, evidence, or recovery. That was not ordinary financial stress. It was an orchestrated financial ambush.

FINANCIAL STRANGULATION AND CURRENT SURVIVAL COLLAPSE

Petitioner's financial strangulation has become absolute. Respondent is homeless, in bankruptcy, without phone service, without money for gas, without money for food, without money for medication, without money for parking, without money for printing, without a working printer,

without printer ink, without a functioning laptop screen, and without the hard drives, binders, paper files, and legal work product Petitioner stole.

Respondent has been living out of a vehicle and moving between Houston, Dallas, and Bryan under medical instability. Respondent's vehicle is in repossession status and unsafe. Respondent cannot safely drive four hours without phone service, gas money, headlights, parking funds, trial materials, evidence repositories, or medical stability.

Respondent's parents are now also in bankruptcy. Respondent understands their separate claims may belong in separate civil litigation, but the collapse of two generations is relevant to the severity, foreseeability, and scope of Petitioner's financial sabotage and to the Court's assessment of temporary relief, fee denial, sanctions, trial readiness, and due process.

HEALTHCARE OBSTRUCTION, FALSE QLE, SOURCE RECORDS, AND INABILITY TO STABILIZE IF TRIAL CONTINUES

Healthcare is not a collateral issue. It is a life-safety issue.

Petitioner has obstructed Respondent's access to healthcare since at least December 18, 2024. Respondent has been repeatedly hospitalized with congestive heart failure. Respondent has been without consistent access to heart medications and has suffered repeated medical deterioration while Petitioner represented compliance to the Court.

A signed healthcare order exists from December 17, 2025 which has never been complied with despite Petitioner's declarations. Petitioner has not functionally complied with that order. Petitioner has repeatedly represented compliance while functional access remained obstructed. Petitioner even presented a canceled HSA card while representing compliance. Respondent contests any representation that benefits, HSA access, FSA access, critical illness coverage, life insurance, AD&D, spouse AD&D, medication access, or surgery access has been functionally restored. Source records from the plan administrator and benefit vendors are required before the Court can credit any representation by Petitioner concerning healthcare compliance.

Respondent's healthcare was cut off through a false divorce-based QLE on October 31, 2025, despite the absence of any divorce decree. Respondent's HSA, FSA, critical illness coverage, life insurance, AD&D, spouse AD&D, and related benefits remain unresolved or nonfunctional. Respondent needs shoulder surgery, bicep repair, tendon repair, spine treatment, and ongoing heart-failure care.

Respondent recently spent four days hospitalized with a spinal injury and left the hospital against medical advice only to attempt to save survival items from the manufactured eviction. Respondent did not complete recommended rehabilitation. Respondent is now in the process of seeking readmission with heart palpitations, dizziness, shortness of breath, pain, and medical instability after months of healthcare obstruction and noncompliance with the healthcare order.

If trial proceeds today and final orders terminate or impair healthcare coverage, Respondent may lose the surgeries and medical care that Petitioner's healthcare obstruction already delayed. Final trial today would reward healthcare obstruction and place Respondent's survival at risk.

EVIDENCE THEFT, NOT A PROPERTY DISPUTE

Petitioner was not authorized to enter the residence. She was barred from entering and had been repeatedly identified as a risk for theft, destruction, manufactured allegations, law-enforcement escalation, and evidence sabotage.

This was theft. Petitioner unlawfully entered a residence she was barred from entering, stole Respondent's hard drives, stole Respondent's evidence repositories, stole Respondent's legal work product, stole Respondent's trial materials, stole Respondent's binders, stole Respondent's paper files, stole Respondent's printer, stole Respondent's printer ink, stole Respondent's medications, stole Respondent's device evidence, and destroyed Respondent's trial readiness.

Petitioner engineered an eviction through a concealed lease buyout with the landlord while she was the financial guarantor on the lease. Respondent left the residence only because of improper service and emergency court proceedings. Respondent would never have voluntarily left during an eviction without securing his hard drives, medications, paper files, evidence, trial materials, printer, music studio, and personal property.

Within minutes of Respondent leaving, Petitioner arrived at the residence despite living approximately five hours away. She had coordinated resources, a moving operation, and a 26-foot U-Haul. Two people entered the residence and disabled a 15-camera security system. Petitioner then entered and stole Respondent's hard drives, evidence repositories, legal work product, trial materials, paper files, binders, printer, printer ink, financial records, medical records, medications, device evidence, litigation equipment, livelihood hardware, and personal records.

Petitioner destroyed or stole the equipment necessary for Respondent's livelihood, including computer hardware and items already sold or committed to buyers. Respondent is now without the product, without the hardware, and facing refund obligations while in bankruptcy.

Respondent has video from Petitioner's own camera in which she states she has to "get more evidence." That statement directly supports Respondent's position that Petitioner entered to obtain, steal, control, destroy, manipulate, or manufacture evidence for use in these proceedings and related proceedings.

The opposing party stole the evidence needed to try the case against her.

After the writ/eviction activity was challenged because Respondent had not been properly served, the judge personally called the constable and directed that the activity stop. The constable entered the residence and told Petitioner to stop what she was doing and remove everything from her vehicle. Petitioner then fled the scene against the officer's orders.

Petitioner stole Respondent's Apple TV/device evidence and then used or attempted to use that stolen device to manufacture a false stalking/surveillance narrative with San Antonio Police Department. A device stolen from Respondent was turned into a false accusation against Respondent. Respondent's police reports and report numbers regarding the Dallas theft were stolen from his desk. Respondent has requested open records but has not had time to receive them before today's trial.

SOURCE FINANCIAL RECORDS AND HEALTHCARE RECORDS REMAIN UNAVAILABLE

The financial universe necessary for trial remains concealed. The estate cannot be reconstructed, valued, traced, characterized, divided, or tested without source financial records. Petitioner and her counsel burned months and produced virtually nothing of substance. The two pages produced contained the same transactions, same dates, and same amounts under different monthly headers, showing that one or both documents are false, altered, unreliable, or unusable without third-party source verification.

Respondent contests any representation by Petitioner concerning account values, transfers, compliance, healthcare restoration, HSA/FSA functionality, lease buyout, income, bonuses, equity, VEIP, or source-record completeness unless supported by institution-origin source records and plan-administrator records.

DE NOVO AND TRIAL-READINESS ISSUES MUST BE HEARD BEFORE TRIAL

Respondent timely requested de novo review and trial-readiness relief. Respondent objects to the Court treating de novo/trial-readiness issues as a brief pretrial argument immediately before a few-hour trial. Respondent requests an actual de novo/trial-readiness hearing before trial evidence begins, including the ability to present testimony and evidence on the specified issues.

The specified issues include stolen hard drives, stolen evidence repositories, stolen legal work product, stolen trial materials, unavailable source financial records, unresolved healthcare/QLE records, nonfunctional HSA/FSA access, pending surgery, repeated rejected or unresolved adequate-trial-time requests, lack of court reporter/transcripts, inability to present electronic evidence, homelessness, no phone service, no transportation, no trial materials, hospitalization, and physical impossibility of meaningful participation.

NO WAIVER

Respondent is not abandoning his case, refusing to appear, or consenting to final trial. Respondent is medically unstable, financially collapsed, without phone service, without trial materials, without evidence repositories, without source records, and without the ability to safely travel or present evidence. Any inability to appear physically or participate fully today is the

product of medical emergency, financial strangulation, evidence theft, healthcare obstruction, and transportation impossibility - not waiver.

Respondent preserves mandamus, appeal, de novo, recusal, due-process, discovery, healthcare, source-record, financial-relief, court-reporter, stolen-evidence, and trial-readiness complaints.

REQUEST

Respondent requests that the Court grant the relief requested above, abate, stay, or continue trial, preserve healthcare, preserve stolen evidence, prohibit Petitioner and her agents from accessing or benefiting from stolen evidence, authorize source-record subpoenas, permit remote appearance, deny all fee shifting against Respondent, and grant all other relief to which Respondent is entitled.

Respectfully submitted,

A handwritten signature in black ink that reads "Jason McKemie". The signature is written in a cursive, flowing style with a long horizontal stroke at the bottom.

Jason McKemie

539 W. Commerce St., Ste. 2010

Dallas, TX 75208

214-868-4901

jmckemie@mckemie.net

UNSWORN DECLARATION OF JASON MCKEMIE

My name is Jason McKemie. My date of birth is April 8, 1976. My address is 539 W. Commerce St., Ste. 2010, Dallas, Texas 75208.

I declare under penalty of perjury that the factual statements in this Verified Emergency Motion are true and correct based on my personal knowledge, documents, videos, audio, court filings, records reviewed by me, and matters stated on information and belief where the basis for that belief is identified.

Executed in Texas on June 11, 2026.



Jason McKemie

CERTIFICATE OF SERVICE

I certify that a true and correct copy of this filing was served on all counsel of record by e-service and/or email on June 11, 2026.



Jason McKemie

DF-24-18010

NO. _____

IN THE MATTER OF
THE MARRIAGE OF

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IN THE DISTRICT COURT

GWENDOLYN ULIJASZ-MCKEMIE

&

JASON MCKEMIE

301st JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

**RESPONDENT’S VERIFIED MOTION TO RECUSE AND REQUEST FOR
REFERRAL UNDER TEXAS RULE OF CIVIL PROCEDURE 18a**

TO THE HONORABLE COURT:

Respondent, **Jason McKemie**, files this Verified Motion to Recuse before any evidence has been offered at the June 11, 2026, trial setting, before any witness has been called, before any exhibit has been offered, before any testimony has been taken, and before any trial evidence has been received. This filing is made to invoke the recusal procedure before trial evidence begins and to prevent any false record that Respondent waited until trial was underway.

Respondent has repeatedly tried to give the Court the opportunity to cure structural defects before seeking recusal. That procedural structure is no longer workable. Trial is set today, the stolen evidence remains unavailable, healthcare remains unresolved, source records remain concealed, Respondent is medically and financially collapsed, and once trial evidence begins Respondent’s recusal rights and due-process objections may be materially impaired.

This Motion is not conditional. It is filed now because Respondent cannot safely wait until the Court begins trial mechanics. At prior trial settings, proceedings moved immediately toward witness calls and evidence. Respondent files before evidence is offered to preserve Rule 18a rights and prevent a false record that Respondent acquiesced in trial readiness.

TERTIARY RECUSAL RISK IS ACKNOWLEDGED UP FRONT

Respondent is fully aware that Petitioner and counsel will argue this is a third recusal and will attempt to characterize this Motion as delay. Respondent is also fully aware that Texas Civil Practice and Remedies Code Section 30.016 addresses tertiary recusal motions, permits a judge to continue presiding if recusal is declined, and creates fee/cost exposure if a tertiary recusal motion is denied. Respondent is not filing this Motion casually, tactically, or for delay.

Respondent has consistently sought to end this divorce through a fair, lawful, record-based process. Respondent has not delayed this case. Respondent has repeatedly requested the minimum structural conditions necessary for trial: source financial records, healthcare compliance, HSA/FSA access, court reporter protection, subpoena authority, de novo/trial-readiness review, adequate trial time, and preservation of evidence.

Petitioner and her counsel may seek fees and claim delay. That request should be denied in full. The delay in this case has been caused by Petitioner’s financial concealment, healthcare obstruction,

evidence theft, hard-drive theft, trial-material theft, false reporting, source-record concealment, and refusal to restore the conditions necessary for trial. Respondent is the party fighting to survive and obtain a fair trial; he is not the source of the obstruction.

Respondent files this Motion despite the known risk because the new evidence and current posture do not merely warrant recusal - they demand it. There is no possibility of fair trial when the opposing party violated mutual injunctions, unlawfully entered the residence, stole the hard drives, stole the evidence repositories, stole legal work product, stole trial materials, stole binders, stole paper, stole the printer, stole printer ink, stole medications, destroyed livelihood equipment, and is recorded saying she has to "get more evidence."

RELIEF REQUESTED

1. Recusal from further proceedings in this case, or immediate referral of this Motion to the Regional Presiding Judge or assigned judge for decision.
2. An order that no witness be called, no exhibit be offered, no testimony be taken, and no trial evidence be received until this Motion is decided or referred.
3. If the Court contends it may proceed despite this Motion, a clear statement of the legal basis and good cause on the record before any evidence is offered.
4. Preservation of Respondent's objections, including recusal, mandamus, de novo, due process, stolen-evidence, healthcare, discovery, source-record, financial-relief, trial-readiness, and appellate complaints.
5. Interim ancillary protection prohibiting Gwendolyn Laura Ulijasz, her counsel, experts, vendors, investigators, agents, contractors, and anyone acting with or for her from having 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.
6. Denial in full of any request by Petitioner or her counsel for attorney's fees, costs, sanctions, expenses, protective expenses, vendor costs, or any other fee shifting against Respondent.

THIS MOTION IS NOT BASED MERELY ON ADVERSE RULINGS

This Motion is not based merely on adverse rulings. It is based on the current record, the appearance of prejudgment, and new material developments since the prior recusal proceedings, including evidence theft, stolen hard drives, stolen trial materials, stolen legal work product, stolen binders, stolen printer and printer ink, stolen medications, continued source-record concealment, unresolved healthcare/QLE noncompliance, unresolved de novo/trial-readiness issues, and Respondent's present physical impossibility of meaningful trial participation.

A reasonable person could question impartiality where the case is forced to final trial despite known structural impossibility, stolen evidence repositories, stolen hard drives, stolen trial materials, unavailable source financial records, unresolved healthcare/QLE records, unresolved de novo/trial-readiness issues, rejected or unresolved adequate-trial-time requests, and Respondent's present inability to safely appear or present evidence.

NEW MATERIAL FACTS SINCE THE PRIOR RECUSAL PROCEEDINGS

Since the prior recusal proceedings, Petitioner unlawfully entered the residence in violation of mutual injunctions and stole Respondent's hard drives, evidence repositories, legal work product, binders, paper files, printer, printer ink, trial materials, financial records, medical records, medications, device evidence, litigation equipment, livelihood hardware, and materials necessary to try this case.

This was theft. Petitioner unlawfully entered a residence she was barred from entering, stole evidence, stole trial materials, stole legal work product, stole hard drives, stole medications, and destroyed Respondent's trial readiness in active litigation.

The stolen hard drives contained approximately 17 months of litigation work, evidence, videos, audio, financial analysis, source records, healthcare records, medical records, trial preparation, impeachment evidence, communications, and court materials.

Respondent has video from Petitioner's own camera in which she states she needs to "get more evidence." Respondent's position is that this statement directly supports that Petitioner entered to obtain, steal, control, destroy, manipulate, or manufacture evidence for use in these proceedings and related proceedings.

Respondent repeatedly warned that Petitioner could not be permitted to enter the residence because she would steal evidence, destroy property, manufacture allegations, and involve law enforcement. Those warnings proved accurate.

After the writ/eviction activity was challenged because Respondent had not been properly served, the judge personally called the constable and directed that the activity stop. The constable entered the residence and told Petitioner to stop what she was doing and remove everything from her vehicle. Petitioner then fled the scene against the officer's orders.

Petitioner stole Respondent's Apple TV/device evidence and then used or attempted to use that stolen device to manufacture a false stalking/surveillance narrative with San Antonio Police Department. A device stolen from Respondent was turned into a false accusation against Respondent.

Respondent's police reports and report numbers regarding the Dallas theft were also stolen from his desk. Respondent has requested open records but has not had time to receive them before today's trial.

FINANCIAL STRANGULATION, HEALTHCARE OBSTRUCTION, AND SURVIVAL COLLAPSE

Petitioner siphoned approximately \$650,000 from marital accounts, declared destitution, and left Respondent carrying approximately \$25,000 per month in marital-estate obligations while Petitioner earned approximately \$125,000 per month and Respondent had no income, no counsel, no access to survival funds, and was recovering from spinal surgery. Petitioner then committed perjury through false sworn statements suggesting financial helplessness, while concealing substantial resources and spending heavily on counsel, vendors, investigators, and third-party litigation support. Petitioner also brought her sister from out of state to commit coordinated aggravated perjury regarding abuse, stalking, and surveillance allegations directly contradicted by sworn declarations, text messages, security-camera footage, and records subpoenaed by law enforcement. The result was not a financial dispute; it was a coordinated financial ambush that shifted the marital-estate burden onto Respondent while Petitioner concealed assets, manufactured false narratives, and used the court process to disable Respondent's ability to survive and defend himself. Respondent is now homeless, in bankruptcy, living out of a vehicle, without phone service, without money for gas, food, medication, parking, printing, evidence, or trial preparation. Respondent's parents are also in bankruptcy. This collapse was engineered through financial strangulation, retainer fraud reporting, medical rehabilitation fraud reporting, healthcare obstruction, eviction manufacturing, source-record concealment, and evidence theft.

Respondent is medically unstable. Respondent has been repeatedly hospitalized with congestive heart failure. Respondent recently spent four days hospitalized with a spinal injury and left against medical advice only to attempt to save survival items from the manufactured eviction. Respondent is now seeking emergency medical care with heart palpitations, dizziness, shortness of breath, pain, and medical instability.

Petitioner has obstructed healthcare since at least December 18, 2024. A signed healthcare order exists from December 17, 2025, but Petitioner has not functionally complied. Respondent contests any representation that healthcare, HSA, FSA, critical illness coverage, life insurance, AD&D, spouse AD&D, medication access, or surgery access has been restored. Source records are required before the Court can credit any representation by Petitioner concerning healthcare compliance.

APPEARANCE OF PREJUDGMENT AND ABSENCE OF A FAIR PROCEDURAL PATHWAY

Proceeding to final trial under these conditions would convert evidence theft, healthcare obstruction, source-record concealment, financial strangulation, and physical impossibility into a final judgment.

The issue is not whether Respondent dislikes prior rulings. The issue is that the current record creates an appearance that the case will be forced to final adjudication regardless of whether the estate can be reconstructed, whether healthcare compliance has occurred, whether source records exist, whether stolen evidence is returned, and whether Respondent can meaningfully present evidence.

REQUEST FOR RULING BEFORE EVIDENCE

Respondent requests that this Motion be addressed before any evidence is offered. Respondent objects to any witness being called, any exhibit being offered, or any trial evidence being taken before this Motion is decided or referred.

If the Court proceeds despite this Motion, Respondent requests a clear ruling on the record and states that he appears, if at all, under objection and without waiving recusal, mandamus, de novo, due-process, healthcare, discovery, stolen-evidence, trial-readiness, financial-relief, court-reporter, or appellate complaints.

Respectfully submitted,

A handwritten signature in black ink that reads "Jason McKemie". The signature is written in a cursive style with a long horizontal line extending from the end of the name.

Jason McKemie

539 W. Commerce St., Ste. 2010

Dallas, TX 75208

214-868-4901

jmckemie@mckemie.net

UNSWORN DECLARATION OF JASON MCKEMIE

My name is Jason McKemie. My date of birth is April 8, 1976. My address is 539 W. Commerce St., Ste. 2010, Dallas, Texas 75208.

I declare under penalty of perjury that the factual statements in this Verified Motion to Recuse are true and correct based on my personal knowledge, documents, videos, audio, court filings, records reviewed by me, and matters stated on information and belief where the basis for that belief is identified.

Executed in Texas on June 11, 2026.



Jason McKemie

CERTIFICATE OF SERVICE

I certify that a true and correct copy of this filing was served on all counsel of record by e-service and/or email on June 11, 2026.



Jason McKemie

NO. _____

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

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

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.

JUDGE PRESIDING

DF-24-18010

NO. _____

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

**RESPONDENT'S NOTICE OF NON-WAIVER OF SANCTIONS, CONTEMPT, FEE
OBJECTIONS, CIVIL CLAIMS, ATTORNEY MISCONDUCT CLAIMS, AND OBJECTION
TO TREATING ENGINEERED COLLAPSE AS WAIVER**

TO THE HONORABLE COURT:

Respondent, Jason McKemie, files this Notice before final trial, final orders, or any ruling that could be used to suggest waiver, abandonment, merger, release, adjudication, or consent. From this point forward, Jason McKemie is referred to as Respondent.

Respondent does not waive sanctions, contempt, enforcement, fee objections, civil claims, attorney-misconduct complaints, disciplinary complaints, criminal referrals, mandamus, appellate complaints, or independent tort claims arising from the manufactured collapse created by Gwendolyn Laura Uljasz, her counsel, former counsel, agents, vendors, investigators, contractors, third-party actors, co-conspirators, and anyone acting with or for her.

NO WAIVER OF SANCTIONS, CONTEMPT, ENFORCEMENT, OR FEE OBJECTIONS

Respondent does not waive any request for sanctions, contempt, enforcement, fee shifting against Petitioner, discovery sanctions, evidentiary sanctions, attorney-fee recovery, referral, disqualification, disgorgement, or other relief against Petitioner, current counsel, former counsel, pro hac vice counsel, law firms, investigators, vendors, OSINT/cyber actors, reputation-management actors, landlord-side actors, movers, security personnel, U-Haul/payment proxies, benefit/HR/plan-administrator actors, and any co-conspirator or person acting with, for, at the direction of, or for the benefit of Petitioner.

Respondent objects to any award of fees, costs, expert expenses, vendor expenses, protective-order expenses, discovery expenses, travel expenses, pro hac vice expenses, or sanctions against Respondent. Any claim that Respondent caused delay is false. The delay was caused by Petitioner's fraud, perjury, concealment, discovery obstruction, source-record concealment, healthcare obstruction, financial sabotage, evidence theft, trial-material theft, hard-drive theft, legal-work-product theft, false reporting, manufactured eviction, and abuse of process.

Respondent expressly preserves and does not waive any claim, defense, objection, sanctions request, contempt request, enforcement request, fee objection, disciplinary complaint, criminal referral, mandamus issue, appellate issue, independent civil claim, or related remedy, including, without limitation, claims and remedies arising from:

1. False police reports, false reporting, false emergency-service reports, and manufactured law-enforcement narratives;

2. Fraudulent protective-order applications, false protective-order evidence, and abuse of protective-order process;
3. Fraudulent evidence submissions, fabricated evidence, altered evidence, false exhibits, and use or attempted use of stolen evidence;
4. Perjury, aggravated perjury, coordinated aggravated perjury, false sworn testimony, false declarations, and false representations to the Court;
5. Malicious prosecution, malicious use of process, and malicious continuation of proceedings, where legally available;
6. Abuse of process, litigation abuse, procedural sabotage, and use of court process to financially, medically, reputationally, and evidentially disable Respondent;
7. Insurance fraud, false QLE conduct, healthcare obstruction, benefit interference, HSA/FSA obstruction, life insurance/AD&D obstruction, critical-illness benefit obstruction, and ERISA/EBSA-related claims or referrals;
8. Theft, civil theft, Texas Theft Liability Act claims, conversion, and return/recovery of stolen property;
9. Evidence theft, hard-drive theft, legal-work-product theft, trial-material theft, theft of binders, paper files, printer, printer ink, litigation equipment, medications, medical records, financial records, device evidence, Apple TV/device evidence, and stolen supplies being used by Petitioner;
10. Destruction of evidence, spoliation, concealment of evidence, destruction of livelihood equipment, destruction of Respondent's music studio, destruction of computer-building hardware, and all spoliation-related remedies;
11. Civil conspiracy, aiding and abetting, concerted action, agency liability, vendor/contractor participation, third-party investigative participation, landlord-side participation, payment-proxy participation, mover/security participation, and John/Jane Doe co-conspirator liability;
12. Fraud, fraudulent inducement, fraudulent concealment, financial misrepresentation, false destitution claims, false compliance representations, false healthcare-compliance representations, and false source-record representations;
13. Tortious interference, employment interference, reputational interference, business interference, destruction of livelihood, interference with existing or prospective economic relationships, and interference with Respondent's ability to earn income;
14. Invasion of privacy, unauthorized digital access, unauthorized cloud access, unauthorized access to Blink, Google, Dropbox, Facebook, device-location systems, authentication systems, security-camera systems, and related digital accounts;

15. Financial sabotage, financial strangulation, concealment or dissipation of marital assets, source-record concealment, account wipeouts, disguised transfers, false characterization of equity/investment compensation, and obstruction of estate reconstruction;
16. Manufactured eviction, concealed lease buyout, landlord/lease-buyout concealment, eviction abuse, wrongful housing destabilization, and any related Dallas County, JP court, county court, bankruptcy, or civil remedies;
17. Attorney misconduct, counsel participation, former-counsel participation, current-counsel participation, pro hac vice counsel conduct, law-firm conduct, discovery obstruction, false representations, fee claims, sanctions exposure, disqualification, disgorgement, disciplinary complaints, and referrals where legally supported;
18. Sanctions, contempt, enforcement, adverse inferences, exclusion, evidentiary remedies, fee denial, fee shifting against Petitioner/counsel, discovery sanctions, Rule 13 sanctions, Chapter 10 sanctions, Rule 215 sanctions, and any other remedy supported by the record;
19. Criminal referrals, law-enforcement referrals, insurance-fraud referrals, benefits-fraud referrals, disciplinary referrals, and referrals concerning theft, evidence theft, false reporting, fraud, perjury, healthcare obstruction, and unlawful access;
20. Exemplary damages, statutory damages, actual damages, consequential damages, mental anguish damages where legally available, loss-of-use damages, lost-income damages, medical damages, survival-stabilization damages, attorney's fees, costs, and all other relief available under Texas law, federal law, equity, or the Court's inherent authority.

NO WAIVER OF INDEPENDENT CIVIL CLAIMS

Respondent does not waive independent civil claims against Gwendolyn Laura Ulijasz, Pamela Ulijasz Woodman, current counsel, former counsel, agents, vendors, contractors, investigators, movers, security personnel, landlord-side participants, benefit/HR actors, payment proxies, digital-access actors, law-enforcement-reporting participants, and John/Jane Doe co-conspirators.

These independent civil claims include, without limitation: theft, Texas Theft Liability Act claims, conversion, evidence theft, hard-drive theft, legal-work-product theft, trial-material theft, theft of binders, paper files, printer, printer ink, litigation equipment, medications, and device evidence, abuse of process, civil conspiracy, fraud, tortious interference, employment interference, invasion of privacy, unauthorized digital access, false reporting, malicious prosecution where legally available, healthcare obstruction, false QLE conduct, benefit interference, financial sabotage, manufactured eviction, landlord/lease-buyout concealment, destruction of livelihood, destruction of evidence, spoliation-related remedies, and exemplary damages where legally supported.

Respondent does not ask this Court to adjudicate those independent civil claims as part of the divorce property division. Respondent objects to any final divorce decree being used to imply that those claims have been divided, released, merged, waived, abandoned, tried, denied, or adjudicated.

NO WAIVER OF STOLEN-EVIDENCE CLAIMS

Respondent does not waive any claim, objection, sanction request, contempt request, exclusion request, preservation request, or civil claim arising from Petitioner's theft of Respondent's hard drives, evidence repositories, binders, paper files, legal work product, printer, printer ink, trial materials, medications, device evidence, Apple TV/device evidence, financial records, medical records, and litigation equipment.

This was theft. No softer label applies. Petitioner unlawfully entered a residence she was barred from entering, stole evidence, stole trial materials, stole legal work product, stole hard drives, stole Respondent's supplies, stole Respondent's printer, stole Respondent's printer ink, and is using Respondent's stolen property at her residence. Petitioner is recorded saying she had to "get more evidence."

Petitioner stole Respondent's Apple TV/device evidence and then used or attempted to use the stolen device to manufacture a false stalking/surveillance narrative with the San Antonio Police Department. A device stolen from Respondent was turned into a false accusation against Respondent.

HEALTHCARE, HSA/FSA, LIFE INSURANCE, AD&D, CRITICAL ILLNESS, & BENEFITS CLAIMS

Respondent does not waive any claim, enforcement request, contempt request, sanctions request, civil claim, federal benefits claim, ERISA/EBSA complaint, COBRA-related claim, HSA/FSA claim, make-whole claim, medical-harm claim, or appellate/mandamus complaint related to healthcare obstruction.

Petitioner obstructed healthcare access beginning no later than December 18, 2024. Petitioner cut off or obstructed medical insurance, HSA access, FSA access, critical illness coverage, life insurance, AD&D, spouse AD&D, and related benefits. Petitioner caused or participated in a false QLE process that cut off Respondent's healthcare on October 31, 2025, the same day she testified she would not obstruct healthcare. The healthcare order remains functionally noncomplied with.

NO WAIVER OF MANDAMUS, APPEAL, DE NOVO, RECUSAL, DUE PROCESS, OR COURT-REPORTER COMPLAINTS

Respondent does not waive mandamus, emergency appellate relief, appeal, de novo complaints, recusal complaints, due-process complaints, trial-readiness complaints, court-reporter complaints, discovery complaints, source-record complaints, healthcare complaints, stolen-evidence complaints, or complaints based on inadequate trial time.

Respondent objects to any final trial proceeding before de novo/trial-readiness issues are heard, source financial records are produced and verified, healthcare/QLE records are produced and verified, the signed healthcare order is functionally enforced, stolen hard drives and evidence repositories are preserved and returned without access or benefit to Petitioner or her agents, adequate trial time is provided, a court reporter is present, and Respondent's medical, financial, transportation, communication, and evidence-access collapse is addressed.

REQUEST

Respondent requests that this Notice be made part of the record before any trial evidence is received. Respondent further requests that no final trial, final decree, final property division, fee award, sanctions award, or order be used to imply waiver, release, merger, adjudication, abandonment, consent, or denial of Respondent's independent civil claims, sanctions requests, contempt requests, attorney-misconduct complaints, criminal referrals, disciplinary complaints, healthcare claims, stolen-evidence claims, mandamus complaints, appellate complaints, or claims arising from the collapse Petitioner engineered.

Respectfully Submitted,

A handwritten signature in black ink that reads "Jason McKemie". The signature is written in a cursive style with a long horizontal line underneath the name.

Jason McKemie

539 W. Commerce St., Ste. 2010

Dallas, TX 75208

214-868-4901

jmckemie@mckemie.net

UNSWORN DECLARATION OF JASON MCKEMIE

My name is Jason McKemie. My date of birth is April 8, 1976. My address is 539 W. Commerce St., Ste. 2010, Dallas, Texas 75208.

I declare under penalty of perjury that the factual statements in this Notice are true and correct based on my personal knowledge, documents, videos, audio, court filings, records reviewed by me, and matters stated on information and belief where the basis for that belief is identified.

Executed in Texas on June 11, 2026.



Jason McKemie

CERTIFICATE OF SERVICE

I certify that a true and correct copy of this filing was served on all counsel of record by e-service and/or email on June 11, 2026.



Jason McKemie

DF-24-18010

NO. _____

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

**RESPONDENT’S SUPPLEMENTAL VERIFIED NOTICE OF CURRENT MEDICAL EMERGENCY,
INABILITY TO SAFELY APPEAR AFTER TRIAL SETTING, REQUEST TO HALT PROCEEDINGS,
REQUEST FOR REMOTE APPEARANCE, AND NON-WAIVER OF ALL OBJECTIONS**

TO THE HONORABLE COURT:

Respondent, Jason McKemie, files this Supplemental Verified Notice after the June 11, 2026 1:30 p.m. trial setting because Respondent is medically unable to safely appear in person and this Court must immediately halt any trial proceeding, evidence presentation, default-type action, prove-up, final order, decree, rendition, or adverse ruling in Respondent’s absence.

This Notice supplements Respondent’s emergency filings already submitted today, including Respondent’s Verified Emergency Motion to Abate, Stay, or Continue Trial, Respondent’s Verified Motion to Recuse, Respondent’s Proposed Order, and Respondent’s Notice of Non-Waiver.

I. CURRENT MEDICAL EMERGENCY AND INABILITY TO SAFELY APPEAR

Respondent has congestive heart failure. Respondent has repeatedly informed this Court that Petitioner has obstructed Respondent’s healthcare access and that the obstruction has created direct medical risk.

Respondent has been repeatedly hospitalized for congestive-heart-failure symptoms and related medical complications. The Court has already received substantial medical documentation and physician notes regarding Respondent’s medical condition, medical instability, repeated hospitalization, need for continued healthcare access, and risk created by interrupted healthcare.

Respondent is currently experiencing symptoms requiring emergency medical evaluation, including shortness of breath, dizziness, heart palpitations, severe pain, physical instability, and inability to safely travel.

Respondent attempted to travel from Houston toward Dallas for the June 11, 2026 trial setting. Respondent could not safely complete that travel because of his medical condition, lack of gas resources, disconnected phone service, unsafe vehicle condition, and worsening congestive-heart-failure symptoms.

Respondent was involved in a car wreck last week. Respondent's vehicle is unsafe for extended travel. Respondent is also currently living in his vehicle, without stable housing, without working phone service, and without the ability to call for emergency help if his condition worsens during travel.

Respondent has diverted from attempting to travel to Dallas and is presently in or near Bryan, Texas, where Respondent is being taken for emergency medical evaluation and/or hospital treatment for congestive-heart-failure symptoms.

Respondent cannot safely drive to Dallas under these circumstances. This is not voluntary nonappearance. This is not delay. This is not abandonment. This is medical incapacity.

II. TRANSPORTATION, COMMUNICATION, AND SAFETY IMPOSSIBILITY

Respondent is currently living in his vehicle. Respondent's phone service has been disconnected. Respondent lacks sufficient gas resources to safely complete travel to Dallas. Respondent's vehicle is unsafe after a recent wreck.

Respondent cannot safely drive several hours to Dallas while experiencing congestive-heart-failure symptoms, without working phone service, without the ability to call for emergency help, without sufficient gas resources, and in an unsafe vehicle after a recent wreck.

Respondent's inability to appear in person is not waiver, abandonment, failure to prosecute, delay, or consent to trial. It is the direct result of medical emergency, financial collapse, unsafe transportation, disconnected communication, and the healthcare obstruction Respondent has repeatedly brought before this Court.

III. RESPONDENT IS NOT REFUSING TO APPEAR AND IS NOT ABANDONING THE CASE

Respondent is not refusing to appear.

Respondent is not abandoning his case.

Respondent is not consenting to trial.

Respondent is not consenting to evidence being taken in his absence.

Respondent is not consenting to final orders.

Respondent is not waiving recusal, mandamus, appellate rights, due process, de novo/trial-readiness issues, healthcare objections, stolen-evidence objections, discovery objections, source-record objections, court-reporter objections, or financial-relief objections.

Respondent requests immediate remote-access information by email so Respondent may make every possible effort to appear remotely by Zoom, Webex, Teams, telephone alternative, email link, or any available Wi-Fi method from the hospital, emergency-care setting, or available internet connection.

Respondent's phone service is disconnected. Respondent requests that all remote-access information be sent by email to jmckemie@mckemie.net.

IV. TRIAL SHOULD NOT PROCEED IN RESPONDENT'S ABSENCE

Respondent objects to any trial proceeding, evidence presentation, witness testimony, exhibit admission, default-type action, prove-up, final order, decree, rendition, or adverse ruling in Respondent's absence.

Respondent's absence from the courtroom is caused by medical incapacity, congestive-heart-failure symptoms, repeated hospitalization, homelessness, disconnected phone service, lack of gas resources, unsafe transportation after a recent wreck, broken laptop screen, lack of evidence, stolen hard drives, stolen evidence repositories, stolen trial materials, stolen printer, stolen printer ink, stolen binders, stolen medications, and the manufactured collapse already described in Respondent's emergency filings.

Respondent requests that the Court immediately halt any proceeding and rule on:

1. Respondent's Verified Motion to Recuse;
2. Respondent's Verified Emergency Motion to Abate, Stay, or Continue Trial;
3. Respondent's request for remote appearance;
4. Respondent's request for court reporter;
5. Respondent's request that medical incapacity not be treated as waiver;
6. Respondent's request for healthcare preservation;
7. Respondent's request for de novo/trial-readiness hearing before trial;
8. Respondent's request for protection of stolen hard drives, stolen evidence repositories, stolen legal work product, stolen trial materials, stolen printer, stolen printer ink, stolen binders, stolen medications, and stolen device evidence;
9. Respondent's request that no evidence be taken and no final order be signed while Respondent is medically incapacitated and while recusal, healthcare, stolen-evidence, source-record, and trial-readiness issues remain unresolved.

V. HEALTHCARE OBSTRUCTION IS PART OF THE MEDICAL EMERGENCY

Respondent's current medical emergency cannot be separated from Petitioner's healthcare obstruction.

Respondent has repeatedly informed this Court that Petitioner obstructed Respondent's healthcare access, including medical coverage, HSA access, FSA access, medication access, surgery access, and related benefits.

Petitioner obstructed Respondent's healthcare access beginning no later than December 18, 2024.

Petitioner caused or participated in a false divorce-based QLE that cut off Respondent's healthcare on October 31, 2025, despite no divorce decree existing on that date.

Petitioner has repeatedly represented compliance while Respondent contests functional compliance and demands source records. The Court should not rely on Petitioner's representations regarding healthcare compliance without source records from the plan administrator, employer, third-party administrators, HSA/FSA administrators, call records, audit trails, QLE submission records, validation records, reversal workflow records, and benefit-functionality records.

Respondent's HSA, FSA, critical care, life insurance, AD&D, spouse AD&D, medication access, and surgery access remain disputed and require source-record verification.

Respondent still needs surgery and medical care. Trial today may terminate or impair healthcare coverage before Respondent receives surgeries and treatment delayed by Petitioner's healthcare obstruction.

The Court should not proceed to final trial while healthcare compliance remains unresolved and while Respondent is being taken for emergency medical evaluation and/or hospital treatment for congestive-heart-failure symptoms.

VI. REQUEST FOR IMMEDIATE RELIEF

Respondent requests that the Court immediately:

1. Halt any trial proceeding currently underway;
2. Do not take evidence in Respondent's absence;
3. Do not hear witnesses in Respondent's absence;
4. Do not admit exhibits in Respondent's absence;
5. Do not conduct a prove-up in Respondent's absence;
6. Do not sign final orders in Respondent's absence;
7. Do not treat Respondent's medical incapacity as waiver, abandonment, failure to prosecute, consent to trial, or consent to final orders;

8. Provide remote appearance information immediately by email;
9. Rule on Respondent's recusal motion before evidence is received;
10. Rule on Respondent's emergency motion to abate, stay, or continue trial;
11. Preserve all mandamus, appellate, recusal, due-process, healthcare, stolen-evidence, discovery, source-record, court-reporter, de novo, financial-relief, and trial-readiness objections.

Respondent further requests any other relief to which Respondent is entitled.

Respectfully submitted,

A handwritten signature in black ink that reads "Jason McKemie". The signature is written in a cursive style with a long horizontal stroke underlining the name.

Jason McKemie

539 W. Commerce St., Ste. 2010

Dallas, TX 75208

214-868-4901

jmckemie@mckemie.net

UNSWORN DECLARATION OF JASON MCKEMIE

My name is Jason McKemie. My date of birth is April 8, 1976. My address is 539 W. Commerce St., Ste. 2010, Dallas, Texas 75208.

I declare under penalty of perjury that the factual statements in this Supplemental Verified Notice are true and correct based on my personal knowledge.

I have congestive heart failure. I have been repeatedly hospitalized for congestive-heart-failure symptoms and related medical complications. I have repeatedly informed the Court that my healthcare has been obstructed and that the obstruction has created direct medical risk. The Court has received medical documentation and physician notes regarding my medical condition, repeated hospitalization, and need for continued healthcare access.

I am currently living in my vehicle. My phone service has been disconnected. I was involved in a car wreck last week, and my vehicle is unsafe for extended travel. I attempted to travel from Houston toward Dallas for the June 11, 2026 trial setting, but I could not safely complete the trip because of my medical condition, lack of gas resources, disconnected phone service, unsafe vehicle condition, and worsening symptoms.

I diverted from attempting to travel to Dallas and am presently in or near Bryan, Texas, where I am being taken for emergency medical evaluation and/or hospital treatment for congestive-heart-failure symptoms.

I am currently experiencing shortness of breath, dizziness, heart palpitations, severe pain, and physical instability. I cannot safely drive to Dallas under these conditions.

My inability to physically appear is medical incapacity. It is not waiver, abandonment, delay, failure to prosecute, consent to trial, consent to evidence being taken in my absence, or consent to final orders.

Respectfully Submitted,

A handwritten signature in black ink that reads "Jason McKemie". The signature is written in a cursive, flowing style with a long horizontal line underneath the name.

Jason McKemie

539 W. Commerce St., Ste. 2010

Dallas, TX 75208

214-868-4901

jmckemie@mckemie.net

CERTIFICATE OF SERVICE

I certify that a true and correct copy of this filing was served on all counsel of record by e-service and/or email on June 11, 2026.



Jason McKemie

Subject: Ulijasz
Date: Thursday, June 11, 2026 at 4:28:31 PM Central Daylight Time
From: Jonathan Steele <jsteele@beermannlaw.com>
To: cnicholson@dallascounty.org <cnicholson@dallascounty.org>, Catherine.Nicholson@dallascounty.org <Catherine.Nicholson@dallascounty.org>
CC: Jason McKemie <jmckemie@mckemie.net>, Terra Aguirre <terra@armstronglawtexas.com>, lauren <lauren@armstronglawtexas.com>, rebecca <rebecca@armstronglawtexas.com>, Sara A. Boucher <saboucher@beermannlaw.com>, Rosa Gutierrez <rgutierrez@beermannlaw.com>
Attachments: 01_bm_general__2026_signature_4b31f9bd-27cd-41f8-a6f5-eb6d1384389a.png, Final Decree of Divorce.pdf, Final Decree of Divorce.docx

Attached is a proposed judgment in conformance with this afternoon’s court appearance. Please confirm receipt and entry.

Jonathan D. Steele | Divorce and Family Law Partner
 161 N Clark St., Suite 3000 | Chicago, IL 60601
 Tel: 312.621.9700 | Fax: 312.621.0909
 Mobile: 872.888.6069

2275 Half Day Rd., Suite 350 | Bannockburn, IL 60015
 Tel: 847.681.9600 | Fax: 847.681.0909
jsteele@beermannlaw.com | www.beermannlaw.com

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Jonathan Steele | Divorce and Family Law Partner
 161 N Clark St., Suite 3000 | Chicago, IL 60601
 Tel: 312.621.9700 | Fax: 312.621.0909
 2275 Half Day Rd., Suite 350 | Bannockburn, IL 60015
 Tel: 847.681.9600 | Fax: 847.681.0909

jsteele@beermannlaw.com | www.beermannlaw.com



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Subject: Ulijasz
Date: Thursday, June 11, 2026 at 4:28:31 PM Central Daylight Time
From: Jonathan Steele <jsteele@beermannlaw.com>
To: cnicholson@dallascounty.org <cnicholson@dallascounty.org>, Catherine.Nicholson@dallascounty.org <Catherine.Nicholson@dallascounty.org>
CC: Jason McKemie <jmckemie@mckemie.net>, Terra Aguirre <terra@armstronglawtexas.com>, lauren <lauren@armstronglawtexas.com>, rebecca <rebecca@armstronglawtexas.com>, Sara A. Boucher <saboucher@beermannlaw.com>, Rosa Gutierrez <rgutierrez@beermannlaw.com>
Attachments: 01_bm_general__2026_signature_4b31f9bd-27cd-41f8-a6f5-eb6d1384389a.png, Final Decree of Divorce.pdf, Final Decree of Divorce.docx

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Jonathan D. Steele | Divorce and Family Law Partner
 161 N Clark St., Suite 3000 | Chicago, IL 60601
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DF-24-18010

NO. _____

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

**JASON MCKEMIE’S REQUEST FOR DE NOVO HEARING;
OBJECTIONS TO ASSOCIATE JUDGE’S REPORT;
REQUEST TO STAY ENTRY AND EFFECT OF REPORT PENDING DE NOVO REVIEW;
REQUEST FOR EMERGENCY SETTING BEFORE REFERRING COURT;
AND REQUEST FOR ADEQUATE EVIDENTIARY TIME, COURT REPORTER,
EXHIBIT ADMISSION, WITNESS TESTIMONY, AND WRITTEN RULINGS**

TO THE HONORABLE JUDGE OF SAID COURT:

Respondent, **Jason McKemie**, files this Request for **De Novo Hearing** under **Texas Family Code § 201.015** and objects to the Associate Judge’s June 1, 2026, Report.

This request is timely. The hearing occurred on June 1, 2026. Jason received notice of the substance of the Associate Judge’s Report on June 1, 2026, and an e-served copy of the signed/entered report was received through the clerk thereafter. This filing is submitted on **June 4, 2026**, within the third working day under **Texas Family Code § 201.015**.

This is not a motion for reconsideration. This is Jason McKemie’s statutory request for a fresh evidentiary hearing before the referring **District Judge, Hon. Ashley Wysocki**.

I. REQUEST FOR DE NOVO HEARING

Jason McKemie, Respondent, requests a De Novo hearing before the referring District Judge on every adverse, denied, refused, unaddressed, unclear, or implied ruling contained in, arising from, or reflected by the June 1, 2026 Associate Judge’s Report.

The Associate Judge’s Report denied Jason McKemie’s **Motion for Enforcement, Sanctions, Continuance, and Leave to Issue Third-Party Subpoenas** in all respects, while declining to consider the continuance request. That ruling cannot stand without de novo review because the hearing did not reach the merits of the source-record, trial-readiness, healthcare,

evidence-theft, protective-order, and sanctions issues.

II. SPECIFIC ISSUES PRESENTED FOR DE NOVO REVIEW

Under Texas Family Code § 201.015(b), Jason specifically requests de novo review of the following issues:

1. The denial of Respondent, **Jason McKemie's**, Motion for Enforcement, Sanctions, Continuance, and Leave to Issue Third-Party Subpoenas.
2. The refusal or failure to consider Jason's continuance / abatement request despite the **June 11, 2026**, trial setting and the unresolved source-record, discovery, healthcare, stolen-evidence, and trial-readiness defects.
3. The denial of leave to issue third-party subpoenas for financial source records, including but not limited to bank records, credit-card records, payment-source records, overpayment/refund records, replacement-card/account-lineage records, payroll records, Accenture records, VEIP/equity records, myHoldings records, RSU records, bonus worksheets, tax transcripts, loan-funding records, GLU Distribution LLC records, San Antonio lease/reimbursement records, rent ledgers, QLE/benefits records, HSA/FSA records, healthcare reinstatement records, landlord records, legal-retainer records, third-party contractor records, and vendor/payment records.
4. The denial or failure to grant discovery enforcement, source-record verification, sworn account/month/source-record certification, Rule 191.3 counsel certification review, and compliance mechanisms necessary to reconstruct the marital estate.
5. The denial or failure to grant relief concerning Petitioner's incomplete, non-continuous, non-source-verifiable financial production.
6. The denial or failure to address the fact that Bates ranges, production indexes, screenshots, summaries, redacted statements, annual snapshots, isolated account pages, and counsel affidavits are not substitutes for complete, continuous, institution-origin source records.
7. The denial or failure to address the VEIP / equity / "extra tax withholding" issue, including whether elective equity investment, RSU share withholding, employer match, payroll deductions, taxable RSU events, or deferred/equity compensation were concealed, mislabeled, or treated as tax withholding to distort the marital estate.
8. The denial or failure to address unsupported loan claims, including family-loan claims, LightStream, SoFi, alleged cyber/security/vendor obligations, and any claimed debt

lacking traceable funding, account entry, repayment history, and community-purpose proof.

9. The denial or failure to address sanctions, show-cause relief, adverse inferences, fee shifting against Petitioner and responsible counsel, counsel certification, forensic accounting from third-party financial source records, estate reconstitution under Texas Family Code § 7.009, and disproportionate division under Texas Family Code § 7.001.
10. The denial or failure to enforce healthcare, HSA/FSA, prescription, reimbursement, benefits-card, benefits-portal, QLE, COBRA, and healthcare-reinstatement relief.
11. The denial or failure to address Petitioner's healthcare interference, including blocked benefits access, QLE/benefits issues, HSA/FSA functionality, medical reimbursement control, and administrator access.
12. The denial or failure to address April 16, 2026 evidence theft, stolen hard drives, stolen evidence repositories, stolen devices, stolen litigation files, stolen financial records, stolen trial-preparation materials, stolen medical/legal records, stolen professional records, stolen electronics, stolen music/studio equipment, stolen medication, stolen safes/briefcases, and the resulting chain-of-custody crisis.
13. The denial or failure to order categorical non-access, non-use, and non-benefit relief concerning Jason McKemie's stolen hard drives, evidence repositories, source files, litigation materials, and derivative materials.
14. The denial or failure to order preservation of all external chain-of-custody evidence concerning the April 16 theft, including communications, photographs, videos, inventories, booking records, dispatch records, payment records, location records, storage records, possession records, vendor records, mover records, security records, landlord records, constable-related records, and records identifying where Jason's stolen property went.
15. The denial or failure to order return of Jason McKemie's stolen evidence repositories and stolen property.
16. The denial or failure to address Petitioner's Counter-Motion for Protective Order in full, including the need to deny any protective order that blocks third-party source-record verification.
17. The denial, grant, implied grant, carry-forward, reservation, or failure to reject Petitioner's request for attorney's fees, costs, protective expenses, expert/vendor expenses, discovery expenses, or any cost shifting against Jason McKemie. Jason specifically requests that all such fee/protective-expense/cost-shifting requests by

Petitioner be denied in full, with no later prove-up, no reserved entitlement, and no cost shifting against Jason.

18. The denial or failure to address witness-protection issues involving Christopher McNally and Jonathan Drake Steele.
19. The denial or failure to address trial-readiness defects created by incomplete financial production, blocked source-record subpoenas, missing/stolen evidence repositories, unresolved healthcare access, lack of functional litigation infrastructure, and unresolved witness-protection issues.
20. Any finding, conclusion, recommendation, refusal, or omission that permits the June 11, 2026 trial to proceed before the District Judge conducts de novo review and before source-record verification, stolen-evidence relief, healthcare enforcement, and trial-readiness defects are resolved.
21. Any finding, conclusion, recommendation, refusal, or omission that treats the June 1 hearing as a merits adjudication.
22. Any finding, conclusion, recommendation, refusal, or omission that treats Jason's failure to admit exhibits during the compressed hearing as a merits failure.
23. Any finding, conclusion, recommendation, refusal, or omission that treats Petitioner's production index, Bates range, counsel affidavit, or prior production references as proof of complete financial compliance.
24. Any finding, conclusion, recommendation, refusal, or omission that denies Jason's requested written rulings identifying whether each denial was based on lack of evidence, lack of legal authority, procedural defect, timing, scope, jurisdiction, mootness, prior ruling, or another stated ground.

III. WHY DE NOVO REVIEW IS REQUIRED

The June 1 hearing did not produce a fair merits record.

Jason was delayed by an accident/travel emergency on the way to court and appeared under compressed conditions. The hearing time was then cut short. Jason was given only a severely limited opportunity to present issues that involve seventeen months of financial concealment, discovery obstruction, source-record nonproduction, healthcare interference, stolen evidence repositories, missing trial materials, third-party subpoena necessity, sanctions, and trial-readiness defects.

Jason did not understand in real time that he needed to call himself as a witness immediately. That issue consumed approximately fifteen minutes of the limited time available. Petitioner's counsel then repeatedly objected "hearsay" when Jason attempted to read or identify prior written positions, sworn statements, court-filed materials, pleadings, production records, and prior representations. Jason was unable to overcome those objections in the compressed setting.

As a result:

1. No meaningful exhibit record was admitted.
2. No Rule 1006 summary chart was admitted and tested.
3. No complete production-gap chart was admitted and tested.
4. No source-record deficiency chart was admitted and tested.
5. No witness testimony was fully developed.
6. No complete offer of proof was made.
7. No merits adjudication occurred on the actual source-record issues.
8. No merits adjudication occurred on the stolen-evidence issues.
9. No merits adjudication occurred on the healthcare/HSA/FSA issues.
- 10.No merits adjudication occurred on the witness-protection issues.
- 11.No merits adjudication occurred on the trial-readiness issues.
- 12.No merits adjudication occurred on the sanctions/counsel-certification issues.
- 13.No merits adjudication occurred on whether Petitioner's protective order seeks protection from improper discovery or protection from verification.

The Associate Judge's denial therefore rests on a procedurally incomplete presentation, not on a full evidentiary determination of the merits.

Texas Family Code § 201.015 exists for this exact reason: the District Judge must conduct a fresh hearing on the specified issues and permit the parties to present witnesses and evidence.

IV. THE DISTRICT JUDGE MUST HEAR EVIDENCE, NOT MERELY REVIEW THE REPORT

Jason requests a full evidentiary de novo hearing.

At the de novo hearing, Jason requests permission to present:

1. Jason McKemie's sworn testimony;
2. authenticated court-filed pleadings, reports, orders, notices, and prior filings;
3. Petitioner's sworn financial materials;
4. Jonathan Drake Steele's affidavit and fee/protective-expense request;
5. production indexes and Bates logs;
6. Rule 1006 source-record summary charts;
7. missing-statement and account-continuity charts;
8. VEIP/equity/payroll/Accenture compensation records;
9. HSA/FSA/healthcare/QLE/benefits records;
10. April 16 theft and chain-of-custody evidence;
11. records identifying missing/stolen hard drives, devices, litigation records, trial materials, financial records, and evidence repositories;
12. prior notices and motions showing repeated requests for discovery enforcement, subpoena authority, source-record verification, healthcare enforcement, trial abatement, and written rulings;
13. testimony and records concerning trial-readiness collapse;
14. any other evidence necessary to determine the specified issues.

Jason also requests a court reporter, an official verbatim record for the de novo hearing and all related proceedings.

V. NO ORDER SHOULD BE ENTERED ON THE ASSOCIATE JUDGE'S REPORT BEFORE DE NOVO REVIEW

Jason objects to entry of any order reducing the Associate Judge's Report into an enforceable order before the referring District Judge conducts de novo review.

Jason further objects to any proposed order submitted by Petitioner, Petitioner's counsel, or any person acting for Petitioner that:

1. expands the Associate Judge's Report;
2. adds findings not made at the hearing;
3. converts the denial into a trial-readiness finding;
4. grants or preserves Petitioner's protective order;
5. grants or preserves Petitioner's fees, costs, protective expenses, vendor expenses, expert expenses, or cost-shifting requests;
6. blocks third-party source-record verification;
7. restricts Jason's ability to obtain financial source records;
8. restricts Jason's ability to obtain QLE/benefits/HSA/FSA/healthcare source records;
9. restricts Jason's ability to obtain April 16 chain-of-custody records;
10. allows Petitioner, counsel, experts, vendors, contractors, agents, or anyone acting for her to access, use, inspect, image, copy, review, disclose, rely upon, or benefit from Jason's stolen hard drives, evidence repositories, source files, litigation materials, or derivative materials;
11. permits trial to proceed before de novo review and before the District Judge resolves trial-readiness defects.

VI. REQUEST TO CONTINUE OR ABATE JUNE 11, 2026, TRIAL PENDING DE NOVO REVIEW

Trial is presently set for **June 11, 2026**.

The District Judge cannot conduct meaningful de novo review after trial has already occurred. The denial of subpoena leave, refusal to consider continuance, failure to decide source-record verification, failure to address stolen evidence, failure to enforce healthcare, and failure to address trial-readiness defects directly affect whether trial can proceed at all.

Jason therefore requests that the Court immediately continue or abate the June 11, 2026 trial setting until:

1. the District Judge conducts the de novo hearing;
2. the Court makes written rulings on each specified issue;
3. third-party source-record subpoenas are authorized and returned;
4. healthcare/HSA/FSA/QLE/benefits issues are enforced;
5. stolen-evidence non-access, non-use, preservation, and return relief is entered;
6. Petitioner's protective-order and fee/protective-expense requests are denied in full;
7. the Court determines whether the marital estate can be reconstructed from complete, continuous, source-verifiable records.

Proceeding to trial before de novo review would convert a compressed, non-merits associate-judge hearing into a final trial advantage for Petitioner.

VII. REQUESTED DE NOVO RELIEF

Jason McKemie respectfully requests that the District Judge, after de novo hearing:

1. **VACATE, REJECT, OR DECLINE TO ADOPT** the June 1, 2026, Associate Judge's Report to the extent it denies Jason McKemie's requested relief;
2. **SET** this matter for an emergency de novo hearing before the referring District Judge before the June 11, 2026, trial setting, or continue/abate the June 11, 2026, trial setting until de novo review is completed;
3. **ORDER** that no order reducing the Associate Judge's Report shall be signed, entered, enforced, or used as a trial-readiness ruling before de novo review;
4. **GRANT** leave to issue third-party subpoenas and nonparty discovery for financial source records, account-continuity records, payroll/equity records, tax records, loan-funding records, VEIP/myHoldings/RSU records, HSA/FSA/QLE/benefits records, healthcare records, lease/rent/reimbursement records, vendor/payment records, legal-retainer records, and April 16 chain-of-custody records;
5. **MODIFY** discovery deadlines for the limited purpose of third-party source-record verification and related follow-up;

6. **CONTINUE or ABATE** the June 11, 2026, trial setting until the marital estate can be reconstructed from complete, continuous, source-verifiable records;
7. **DENY** Petitioner's Counter-Motion for Protective Order in full to the extent it blocks, restricts, burdens, delays, chills, or prevents source-record verification;
8. **DENY** Petitioner's request for attorney's fees, court costs, protective expenses, expert/vendor expenses, discovery expenses, or any cost shifting against Jason McKemie in full, with no later prove-up, no reserved entitlement, and no cost shifting;
9. **ORDER** Petitioner, Jonathan Drake Steele, Rebecca L. Armstrong, Sullivan & Cook, and any attorney who certified, sponsored, presented, defended, relied upon, or attempted to shield Petitioner's financial production to appear and show cause why sanctions should not issue;
10. **ORDER** sworn Rule 191.3 certification identifying every account, every missing statement month, every incomplete record, every replacement account/card number, every source record reviewed, every non-source record relied upon, and the factual basis for any representation of completeness;
11. **APPOINT** a court-appointed forensic accountant to reconstruct the estate from third-party financial source records and non-stolen financial records only. Nothing in this request permits Petitioner, counsel, experts, vendors, agents, or anyone acting for her to access, inspect, image, copy, use, or benefit from Jason McKemie's stolen hard drives, evidence repositories, source files, litigation materials, or derivative materials;
12. **ORDER** that Petitioner, her counsel, experts, vendors, contractors, movers, security personnel, investigators, consultants, agents, and anyone acting for her shall have no access to, no use of, and no benefit from Jason McKemie's stolen hard drives, evidence repositories, litigation files, digital storage devices, source files, or derivative materials;
13. **ORDER** preservation of all external April 16 chain-of-custody evidence, including communications, photographs, videos, inventories, booking records, dispatch records, payment records, location records, storage records, possession records, mover records, vendor records, security records, landlord records, and records concerning stolen hard drives, devices, GPUs, network storage, music studio equipment, medication, financial records, litigation records, safes, briefcases, and other stolen property;
14. **ORDER** return of Jason McKemie's stolen evidence repositories and stolen property;
15. **ENFORCE** healthcare, HSA/FSA, QLE, benefits, pharmacy, reimbursement, prescription, benefits-card, administrator-access, and healthcare-reinstatement relief;

16. **PRESERVE and SET FOR HEARING** Jason McKemie's requests for fraud-on-the-community findings, fraud-upon-the-Court findings, estate reconstitution under Texas Family Code § 7.009, disproportionate division under Texas Family Code § 7.001, adverse inferences, reimbursement, add-backs, fee shifting against Petitioner and responsible counsel, sanctions, healthcare enforcement, stabilization relief, and April 16 theft remedies;
17. **REQUIRE** written rulings on every item granted, denied, or otherwise decided, identifying whether any denial is based on lack of evidence, lack of legal authority, procedural defect, timing, scope, jurisdiction, mootness, prior ruling, or another stated ground;
18. **GRANT** all other relief to which Jason McKemie is entitled.
19. Jason further requests that the District Judge conduct de novo review of the sanctions, show-cause, counsel-certification, fee-shifting, protective-order abuse, and source-record verification issues to the extent those issues were raised by Petitioner's response, Petitioner's Counter-Motion for Protective Order, Jonathan Drake Steele's affidavit, Jason's reply filed before the June 1, 2026 hearing, the June 1 hearing record, or the Associate Judge's denial, refusal, failure to hear, failure to consider, or failure to rule.
20. Jason further requests that, after de novo review, the District Judge reject, modify, or decline to adopt any portion of the Associate Judge's Report that denies, refuses, omits, or fails to reach Jason's sanctions, show-cause, counsel-certification, source-record verification, protective-order abuse, fee-shifting, healthcare-enforcement, stolen-evidence, and trial-readiness relief; deny Petitioner's Counter-Motion for Protective Order in full to the extent it blocks, restricts, delays, burdens, chills, or prevents third-party source-record verification; deny Petitioner's request for attorney's fees, court costs, protective expenses, expert/vendor expenses, discovery expenses, or any cost shifting against Jason McKemie in full, with no later prove-up, no reserved entitlement, and no cost shifting; order Petitioner, Jonathan Drake Steele, Rebecca L. Armstrong, Sullivan & Cook, and any attorney who certified, sponsored, presented, defended, relied upon, or attempted to shield materially incomplete financial production to appear and show cause why sanctions should not issue; order sworn counsel certification at the account/month/source-record level; authorize third-party source-record subpoenas and limited post-cutoff discovery necessary to test Petitioner's production, sworn financial disclosures, claimed debts, payroll/equity records, healthcare/HSA/FSA/QLE records, lease/rent records, vendor/payment records, and April 16 external chain-of-custody records; set any issue the Court determines was not reached by the Associate Judge's Report for separate emergency

hearing before the June 11, 2026 trial setting; and require written rulings identifying whether each item is granted, denied, deferred for separate setting, or not reached.

21. Jason does not ask the Court to treat this de novo request as a newly filed omnibus sanctions motion. Jason requests de novo review of the sanctions, show-cause, counsel-certification, fee-shifting, protective-order abuse, and source-record verification issues to the extent those issues were already raised by the filings and hearing record before or at the June 1, 2026, hearing. To the extent the Court determines that any sanctions, counsel-certification, witness-protection, healthcare-enforcement, source-record verification, or trial-readiness issue was not reached by the Associate Judge's Report, Jason requests that the Court set those issues for a separate emergency evidentiary hearing before the June 11, 2026 trial setting. Jason does not waive those issues by requesting de novo review.

VIII. UNSWORN DECLARATION OF JASON MCKEMIE

My name is **Jason McKemie**. My date of birth is **April 8, 1976**. My address is **539 W. Commerce St., Suite 2010, Dallas, Texas 75208**.

I declare under penalty of perjury that the following is true and correct:

1. I appeared at the June 1, 2026, hearing before Associate Judge Stacy Dunlop.
2. I was delayed on the way to court by an accident/travel emergency and appeared under compressed conditions.
3. I notified the Court in advance of the incident and advised that I would be approximately one hour late because I had to complete a tire change following the incident. The clerk told me to proceed to the hearing, and I relied on that instruction.
4. When I realized how little time I was being allotted, I asked whether the incident that day had reduced the time available for my presentation. I was told my time had been reduced from one hour to only forty minutes. I informed the Court that, had I been advised of that reduction in advance, my decision to proceed would have been different and I would have sought another alternative. Once the proceeding had begun, no other meaningful option was provided.
5. The screen on my laptop was damaged while I was en route to the hearing. I did not learn the full extent of the damage until I was already present for the proceeding. The damage materially impaired my ability to display, locate, organize, share, and present the exhibits and evidence I had prepared for the hearing.

6. I was not provided the full amount of time originally allotted to present evidence and argument concerning enforcement, sanctions, continuance, third-party subpoena leave, source-record verification, healthcare enforcement, trial-readiness defects, stolen evidence repositories, and Petitioner's protective-order and fee/protective-expense requests.
7. When I attempted to present evidence concerning written email communications between me and Petitioner's former counsel, Petitioner's counsel repeatedly objected on hearsay grounds, even though I was attempting to identify, authenticate, and present opposing counsel's own written communications and prior representations. I did not understand in real time that I needed to immediately call myself as a witness to lay the foundation for those materials, and that issue consumed approximately fifteen minutes of the limited time available.
8. Petitioner's counsel repeatedly objected "hearsay" when I attempted to read, identify, or present prior written positions, sworn statements, court-filed materials, pleadings, records, email communications, and prior representations relevant to the issues noticed for hearing.
9. Because of the compressed time, the damaged laptop screen, the inability to display digitally prepared materials, and repeated objections, I was unable to admit the exhibits necessary to prove the source-record defects, stolen-evidence issues, healthcare issues, trial-readiness defects, sanctions issues, and counsel-certification issues.
10. No meaningful exhibit record was admitted.
11. The merits of the underlying issues were not heard.
12. The denial of my motion therefore did not result from a full evidentiary determination of the merits.
13. I request a de novo hearing so the District Judge can hear evidence, admit exhibits, hear witness testimony, decide the specified issues on the merits, and enter written rulings.
14. I was also unable to present critical evidence necessary for the Court to evaluate due process, trial readiness, source-record verification, stolen evidence, healthcare enforcement, and the prejudice created by forcing this case toward trial without complete records.
15. Opposing counsel repeatedly demanded "yes or no" answers to questions asking whether I had presented evidence about events or issues not noticed for that

particular hearing. That questioning created an incomplete and misleading record, because the evidence exists; it simply was not noticed, reached, admitted, or fully presented at that hearing.

16. I request denial of Petitioner's protective order, denial of all fees, costs, protective expenses, and cost shifting against me, authorization of third-party subpoenas, sworn counsel certification, trial continuance or abatement, healthcare enforcement, stolen-evidence non-access, non-use, preservation, and return relief, and a sanctions/show-cause hearing.
17. Due to the broken laptop screen, my inability to output to an external projector, and my inability to share digitally prepared evidence as planned, my ability to present and submit evidence was significantly impaired.

Executed in **Brazos County, Texas** on **June 4, 2026**.

Respectfully Submitted,



Jason McKemie

539 W. Commerce St., Suite 2010
Dallas, Texas 75208
214-868-4901
jmckemie@mckemie.net

CERTIFICATE OF SERVICE

I certify that a true and correct copy of this filing and all attached exhibits was served on all counsel of record and/or parties entitled to notice through the Texas e-filing service provider and/or email in accordance with the Texas Rules of Civil Procedure on **June 4, 2026**.



Jason McKemie

**U.S. DEPARTMENT OF LABOR
EMPLOYEE BENEFITS SECURITY ADMINISTRATION**

COMPLAINT REGARDING ACCENTURE US GROUP HEALTH PLAN

Complainant:

Jason McKemie
539 W. Commerce St., Ste. 2010
Dallas, TX 75208
214-868-4901
jmckemie@mckemie.net

Plan at Issue:

Accenture US Group Health Plan

Employer / Plan Administrator:

Accenture LLP

Relevant Third-Party Administrators / Vendors:

Businessolver, Inc.; Aetna; HSA/FSA administrators and related benefit vendors.

I. INTRODUCTION

EBSA COMPLAINT – FALSE QLE TERMINATION / FAILURE TO RESTORE BENEFITS / REFUSAL TO PRODUCE RECORD

Jason McKemie submits this complaint to the U.S. Department of Labor, Employee Benefits Security Administration, regarding the Accenture US Group Health Plan's processing, enforcement, and attempted concealment of a false divorce-based qualifying life event ("QLE") that terminated his dependent healthcare coverage effective October 31, 2025, despite the absence of any divorce decree on that date.

This complaint concerns an improper eligibility termination, failure to restore functional benefits, and refusal to produce the administrative record required for full and fair review under ERISA.

This was not a clerical error. It was a breakdown in plan administration with direct medical, financial, procedural, and fiduciary consequences. The Plan processed and operationalized a divorce-based termination without verifying a valid decree, allowed coverage to terminate, issued a COBRA notice identifying "divorce" as the qualifying event, ignored direct notice that the event was false, failed to provide any beneficiary-accessible corrective mechanism, later admitted the QLE was erroneous, and has refused to produce the underlying administrative record necessary to determine what was submitted, what was accepted, who accepted it, and why safeguards failed.

The COBRA notice dated November 11, 2025, states that coverage ended October 31, 2025, due to "Divorce," with COBRA eligibility effective November 1, 2025. No such divorce existed.

The Participant has simultaneously asserted that she "does not control eligibility determinations" and that restoration of benefits is an "impossibility," while denying any involvement in:

- the removal of health insurance,
- any lapse or non-continuity of coverage,
- or continued restriction of HSA access.

These positions directly conflict with the Plan's later admission that the QLE was implemented in error and that no qualifying event occurred.

Despite admitting error, the Plan and its counsel have refused to produce:

- the QLE submission,
- any attestation of divorce,
- any uploaded or referenced decree,
- validation records,
- audit trails,
- call recordings or notes,
- or any reversal workflow documentation.

At the same time, Accenture has taken the position that it will not intervene with or restore HSA, FSA, or other waived benefits, asserting that:

- access to HSA/FSA accounts depends solely on participant authorization,
- waived benefits cannot be reinstated,
- and no obligation exists to restore access or functionality.

As a result, critical benefits remain unavailable or non-functional, including:

- Spouse Critical Illness - waived;
- HSA benefits:
 - 2025 funds lost due to obstruction;
 - 2026 benefits remain obstructed and effectively defunded;
- HSA access: designated "active" but non-functional, with no usable card or access mechanism;
- January 20, 2026 hearing: Participant presented a previously cancelled card while representing full compliance;
- FSA benefits:
 - 2025 funds lost due to obstruction;
 - 2026 benefits waived;
- Optional Life Insurance (spouse beneficiary) - waived;
- Accidental Death & Dismemberment (AD&D) - waived;
- Spouse AD&D - waived.

The Plan's position attempts to create a legal fiction where:

- the QLE was erroneous,
- coverage was "restored without a gap,"
- no adverse benefit determination exists, while
- functional access to benefits remains obstructed, and
- the administrative record explaining the event is withheld.

This "no gap" position ignores the reality that coverage interruption prevented access to care entirely—canceled procedures, denied imaging, and inability to obtain treatment—not merely unpaid claims.

EBSA review is required because the Plan is attempting to have it both ways: admitting the QLE was improper while refusing to produce the administrative record, disclaiming responsibility for downstream benefit access, and leaving the beneficiary without functional coverage despite a purported reversal.

II. SUMMARY OF CORE FAILURE

The core failure is straightforward:

1. Gwendolyn Ulijasz was the employee account holder under the Accenture US Group Health Plan.
2. On October 31, 2025, a divorce-based QLE was submitted or processed effective that same date.
3. No divorce decree existed on October 31, 2025.
4. The COBRA notice dated November 11, 2025 treated Jason McKemie as having lost active coverage effective October 31, 2025 due to divorce.
5. Plan personnel later confirmed that for a divorce-based event, the operative event date is the date the judge signs the divorce decree, and that a divorce decree is required.
6. Plan personnel also confirmed that the life event had already been processed and that the required documentation had not yet been received.
7. Plan personnel described the process as system-driven: the system automatically applies the coverage change when the life event is entered, and if required documentation is not received within the stated period, coverage is supposed to reverse and reinstate.

8. Jason McKemie called during that window and directly reported that no divorce had occurred and that the termination was false and harmful.
9. No effective suspension, investigation, manual review, escalation, or beneficiary-accessible correction occurred.
10. The Plan later admitted the QLE was implemented in error and that no COBRA qualifying event occurred.
11. The Plan nevertheless refused to provide the QLE submission and related processing records.
12. Functional access to benefits, HSA/FSA pathways, ancillary benefits, claims integrity, and medical access were not fully restored.

This is a terminate-first, verify-later system with no effective protection against abuse and no reliable cure once harm begins.

III. STATEMENT OF FACTS

A. Preexisting healthcare obstruction

Beginning no later than December 18, 2024, Gwendolyn Ulijasz obstructed Jason McKemie's access to healthcare financing by deactivating or rendering unusable the HSA-linked card and controlling the replacement/access pathway. Jason's counterpetitions alleged that Gwendolyn stated she was "shutting off healthcare and all other marital accounts," deactivated the HSA-linked card, and left him without access to the replacement. At the same time, Gwendolyn's own TRO papers sought restraints against changing health insurance and terminating or limiting charge cards, creating a clean contradiction between the protections she sought for herself and the healthcare/card access she cut off from Jason.

The HSA access problem continued into 2025 and 2026. The HSA administrator later confirmed that Jason could not freely activate or access the HSA card without employee account-holder authorization, even though he was the dependent needing immediate medical access.

B. October 31, 2025 hearing and same-day false QLE

On October 31, 2025, during a temporary-orders hearing, Jason McKemie informed the court that Gwendolyn Ulijasz had obstructed access to the HSA card and had functionally interfered with his healthcare access. He presented physician letters establishing serious medical risk and the need for uninterrupted medication and treatment access.

At that hearing, Gwendolyn Ulijasz denied obstructing access to treatment or benefits. She represented that Jason had access to all benefits, that she had not touched his healthcare benefits, and that she would not touch his healthcare benefits.

Later that same day, a divorce-based QLE was submitted or processed effective October 31, 2025. No judge had signed a divorce decree on that date. No final divorce decree existed. Trial had not occurred.

Accenture was not operating in a vacuum. Accenture had already received notice that the parties were involved in a hostile and highly disputed domestic conflict. Those prior materials are not offered for the truth of any one-sided accusations made by Gwendolyn Ulijasz; Jason McKemie denies those accusations in full and has independent evidence disproving them. They are offered solely to show Accenture's notice that this was a hostile, disputed domestic context. Under those circumstances, any divorce-based qualifying life event and any purported supporting decree warranted heightened scrutiny and actual decree verification before dependent healthcare coverage was cut off.

Instead, the Plan accepted a same-day report, representation, attestation, or other affirmation of divorce finalization and allowed the system to terminate dependent coverage before a valid decree was verified.

C. COBRA notice confirms operational termination

The COBRA notice dated November 11, 2025 states that Jason McKemie's active coverage ended on October 31, 2025 due to **Divorce**, and that COBRA continuation coverage, if elected, would be effective November 1, 2025.

That notice converted the false divorce event into real-world benefits consequences. It did not merely reflect an internal note. It treated Jason as a qualified beneficiary who had lost active coverage.

D. Kimberly call – direct admissions regarding process and lack of documentation

On November 24, 2025, Jason McKemie called the Accenture Benefits Service Center and spoke with a representative identified as Kimberly.

During that recorded call, Kimberly confirmed, in substance:

1. A divorce decree is required for a divorce-based life event.
2. For divorce, the event date is the final divorce date, meaning the date the judge signs the divorce decree.
3. The life event had already been processed.
4. The required documentation had not yet been received.
5. The system automatically applies the coverage change when the life event is entered.
6. If documentation is not provided within the stated period, the change is reversed and coverage goes back into effect.
7. Jason was coded in the system as an ex-spouse.

8. The COBRA packet date reflected the date the Plan was advised of finalization.
9. All calls are recorded and documented.

This call establishes the Plan's own framework: absent decree validation, the termination was supposed to unwind and reinstate. It did not. Under Accenture's own stated process, the Plan must identify and produce what it accepted as sufficient to prevent reinstatement, or explain why its represented reversal control did not operate.

Accenture does not get to hide behind a verification rule and then withhold the verification file.

E. Actual notice before the documentation/reversal window expired

Jason did not passively wait for the system to injure him. He called and told the Plan's administrative chain that the divorce event was false, that no divorce had occurred, and that the coverage termination was causing immediate harm.

That notice was given while the documentation/reversal process was still live. The Plan's own representative had explained that documentation was still pending and that the change would reverse if documentation was not received. The affected beneficiary therefore gave the Plan direct notice of falsity before the window closed.

No meaningful escalation occurred.

No manual hold was placed.

No beneficiary-accessible investigation was opened.

No temporary restoration occurred.

No protective intervention was offered.

The machine kept running.

F. Allison call – employee-controlled gatekeeping

On November 28, 2025, after an emergency room reported that no active insurance coverage was showing, Jason called again and asked whether his coverage was active, pending termination, or terminated.

The representative identified as Allison refused to provide even basic status information without authorization from Gwendolyn Ulijasz, the employee account holder. She also refused to transfer Jason to benefits appeals or dependent services absent that same employee authorization.

That call proves the Plan's gatekeeping failure. Jason was the affected beneficiary facing active medical harm, yet the Plan refused to confirm his own coverage status or route him to a

review/correction pathway without authorization from the very employee whose reported divorce event had triggered the dispute.

That is not a reasonable claims procedure. It is a locked door.

G. Signed December 17, 2025 healthcare order and continued noncompliance

On December 17, 2025, a healthcare reinstatement order was signed in the divorce proceeding. The order found that immediate relief was necessary to prevent medical harm and required Gwendolyn Ulijasz to choose and complete one of two compliance paths within twenty-four hours:

1. Employer reinstatement of Jason's dependent healthcare coverage, including written proof coverage was active and information necessary to fill prescriptions, plus information sufficient to access and use HSA and FSA benefits without obstruction; or
2. COBRA funding, including immediate COBRA activation funding and a larger coverage-preservation amount including HSA/FSA replacement amounts.

The order also prohibited interference with Jason's access to healthcare coverage, prescriptions, or medical care pending further order.

As of January 1, 2026, Jason filed notice that the order had not been satisfied. No employer-sponsored reinstatement path had been completed, no COBRA funding had been provided, no HSA credentials, debit card, or access information had been provided, no FSA remediation had occurred, and coverage remained inactive or unusable in practice.

The medical consequences were severe: medication interruption, unmanaged pain, delayed surgery, over \$30,000 in medical billing, more than \$5,000 in prescribed medications awaiting pickup, CHF-related fluid retention and rapid weight gain, and lost dental/vision access.

H. Functional denial despite nominal reinstatement

The Plan later claimed that medical and prescription coverage had been reinstated retroactive to October 31, 2025 and that no current lapse existed. But nominal eligibility is not functional coverage.

Jason continued to experience:

1. denied claims and/or claims rebilled at uninsured rates;
2. an emergency claim of approximately \$28,500;
3. an MRI denial dated January 14, 2026;
4. ongoing unpaid balances;
5. blocked HSA access;

6. repeated HSA card disablement or lost/stolen coding;
7. inability to obtain a PIN or independent access;
8. inactive FSA access;
9. failure to restore life, AD&D, critical illness, and other ancillary benefits;
10. medication interruption;
11. repeated ER visits; and
12. CHF-related medical instability.

Paper reinstatement is not a cure when the beneficiary still cannot use benefits in the real world.

I. Written ERISA notices and cooperative attempts to resolve

Jason sent repeated ERISA requests, preservation notices, and demands for functional restoration and the complete administrative record. The file set shows multiple January and February ERISA timeline notices, including requests for plan documents, recorded calls, full administrative records, immediate cure, and litigation hold notices.

On February 3, 2026, Jason sent USBenefits, Businessolver, Wynn E. Pott, and related parties a written notice stating that he was not seeking to punish anyone or manufacture litigation. He requested immediate functional access to benefits, restoration of prior elections terminated by the improper or unvalidated QLE, access to medically necessary treatment, and production of the complete administrative record so the benefits dispute and underlying divorce proceedings could be resolved.

That was an off-ramp.

The Plan rejected it.

J. February 18, 2026 Plan response

On February 18, 2026, the Accenture US Group Health Plan responded. The Plan admitted that the QLE was implemented in error and that no COBRA qualifying event occurred. But the Plan also asserted that it was not required under ERISA to provide additional information or documents related to the QLE or subsequent COBRA notices.

The Plan claimed no adverse benefit determination remained, claimed no specific denied claim had been identified, and required Jason to provide claim-by-claim details before reviewing downstream harm. It also attempted to narrow ERISA § 104(b)(4) to governing plan documents and refused to produce internal administrative records, system logs, audit trails, or third-party operational materials.

That response is central to this complaint: the Plan admitted the trigger was wrong while refusing to produce the trigger file.

K. March 24, 2026 Littler refusal

On March 24, 2026, Accenture's counsel, Littler Mendelson, responded to Jason's February 23 and March 9 correspondence.

Littler refused to change the administrative point of contact, refused restoration-related requests involving HSA/FSA/ancillary benefits, stated that access to HSA/FSA accounts depended on the employee account holder, and expressly stated that the Plan would not provide records related to the QLE submission or other requested processing records.

That refusal makes the EBSA issue unavoidable. Accenture and the Plan are withholding the only records that can show:

1. who submitted the QLE;
2. when it was submitted;
3. what representation or attestation was made;
4. whether any decree or purported decree was uploaded;
5. what validation occurred;
6. who reviewed or accepted the submission;
7. why Jason was coded as an ex-spouse;
8. why COBRA was generated;
9. whether the promised reversal was triggered;
10. why functional access was not restored; and
11. why downstream claim/access failures continued.

IV. ISSUES PRESENTED FOR EBSA REVIEW

1. Whether the Plan failed to maintain reasonable claims and eligibility procedures by allowing a divorce-based QLE to terminate dependent coverage before actual decree verification.
2. Whether the Plan's same-day divorce-QLE procedure is structurally unsafe in hostile domestic matters because it gives one employee account holder practical power to cut off dependent healthcare through a report, representation, attestation, or portal entry before verification.
3. Whether the Plan failed to provide full and fair review under ERISA § 503 after Jason directly disputed the QLE, reported medical harm, and requested the complete administrative record.

4. Whether the Plan violated DOL claims-procedure regulations by withholding recordings, transcripts, call notes, audit trails, QLE records, and other materials generated, considered, or relied upon in the benefit determination.
5. Whether the Plan improperly denied the existence of an adverse benefit determination despite COBRA generation, ex-spouse coding, claim denials, uninsured rebilling, and functional loss of access.
6. Whether the Plan's reliance on employee-controlled access mechanisms after notice of hostility, medical risk, and access failure constituted imprudent fiduciary administration.
7. Whether the Plan failed to cure an acknowledged eligibility error by restoring paper eligibility but not functional access, claims integrity, HSA/FSA usability, or ancillary benefits.
8. Whether the Plan's refusal to produce the QLE submission and verification record constitutes obstruction of meaningful administrative review.
9. Whether Accenture LLP and/or responsible Plan fiduciaries breached fiduciary duties under ERISA § 404 by failing to act prudently and solely in the interest of the beneficiary after actual notice of false QLE processing, medical harm, and nonfunctional access pathways.
10. Whether EBSA should require corrective policy changes to prevent recurrence.

V. ERISA VIOLATIONS AND REGULATORY FAILURES

1. Failure to maintain reasonable QLE verification procedures

The Plan's own representative described a multi-step process for divorce-based QLEs: initial QLE report, further representation or attestation of divorce finalization, and decree-based validation. This case shows failure at every level.

A same-day report of divorce finalization was enough to trigger immediate termination of dependent coverage even though no valid divorce decree had been verified when coverage was cut off. The Plan then failed to operate the back-end safeguard it described to Jason: reinstatement if the required documentation was not received and validated.

The failure here was not limited to the absence of decree verification at the moment of termination. The Plan's own explanation described layered checks and balances. Every layer failed.

2. Failure to respond after actual notice of falsity

Jason called the Plan and reported that no divorce had occurred. He did so before the documentation/reversal window expired. That was actual notice.

HSA - Gwen Demands Receipt Uploads, hung up on operator when asked for Credentials, operator confirms Only 1 Login per HSA, Gwen ordered new card gave me disconnect old at hearing, no bal avail despite testimony, >2months no Meds. >\$36k Bills so Far

2026-01-08 18:56:23

00:00:03 HSA Administrator

Your call will be recorded for quality assurance and training purposes.

00:00:16 HSA Administrator

Hello, thank you for calling PyraTrain National. This is Sian. To better assist, can I please have the townholder's first and last name?

00:00:25 Jason McKemie

It's Jason Mckimmy.

00:00:31 HSA Administrator

Thank you. And correct me if I'm wrong, is the first name spelled S-J-A-S-O-N.

00:00:40 Jason McKemie

It is. And the last name is...

00:00:43 HSA Administrator

Thank you.

00:00:43 Jason McKemie

Last name is Mckimmy, M-C-K-E-M-I-E.

00:00:52 HSA Administrator

Thank you. Can I also please have this code?

00:00:58 Jason McKemie

The one that the HSA card is registered to is, seven, eight, two, three, zero. Thank

you. Are you the account holder? That's, my wife is actually.

00:01:14 HSA Administrator

But your name is Jason McKinney, correct? Correct. Thank you so much, Mr. McKinney. But can I also please have the account holder person locked in so that I can

00:01:28 Jason McKemie

Hang up the account? Sure. It's Gwendolyn, G-W-E-N-D-O-L-Y-N, Ula Jazz, U-L-I-J-A-S-Z.

00:01:45 HSA Administrator

Thank you. And the zip code is seven, eight, two, three, zero, correct? That's correct. Thank you. And so, is the account holder an active participant of the plan? Is the account holder an active participant of the plan.

00:02:08 Jason McKemie

Yes. I have the card with me.

00:02:12 HSA Administrator

Thank you. I'm going to try to pull it up.

00:02:19 HSA Administrator

One moment.

00:02:34 Jason McKemie

Do you need her phone number? Would that help? Or her date of birth? Or her social? Anything like that.

00:02:42 HSA Administrator

I'll try it here first. And you said this is for a health savings account, right? Or HSA? Correct, that is correct. Thank you. I was now able to pull it up. Thank you so much for waiting for me. Before I proceed, sir, can you confirm if the account holder is available right now to get a verbal authorization?

00:03:19 Jason McKemie

We can definitely bridge her in. She's not here with me right now, but we're both authenticated within the account and I am covered under her plan. We've always had the same credentials on the cards. She gave me the card, so we can bridge her in.

00:03:44 HSA Administrator

Sir, with regards to that case, I can definitely help you and provide any information you need about the account. However, it will be a process we have to go through on the account. I need to get verbal authorization. Before I proceed with the verification process, sir, may I know the reason why you're calling?

00:04:13 Jason McKemie

I was trying to activate the card. I was trying to link it up with Apple Pay, but it wasn't adding to my account.

00:04:24 HSA Administrator

I can definitely help you with that. I guess there's an activation of the card and adding Apple Pay to the account, which will be a process. We have to get a verbal authorization from her, Mr. McKinney. We can do a three-way call. Allow me, I can go ahead and call her. May I know what her best phone number is?

00:04:55 Jason McKemie

It's here, I've got it right here. Let's see. It just changed recently. There's a couple here. Try her at 210-278-6377. And then the second number you can try her at, if you don't get her there, would be 946-479-3935.

00:05:38 Jason McKemie

And we are going through a divorce at this time. I am covered through her plan, so I'll just let you talk to her. I am authenticated to use this card. I'm supposed to be getting a card with my own name on it. She was saying there's some issue with that. Is there a problem issuing a second card in my name?

00:06:03 HSA Administrator

No sir, actually, if requested, we will definitely send you a card.

00:06:12 Jason McKemie

Since we have the card, I just have an official document from her that a card was already requested, like it's 25 days ago. Okay, I see. I can go ahead and check.

00:06:28 HSA Administrator

If there's an update on that one, please provide me with the full address associated with the account.

00:06:34 Jason McKemie

539, West Commerce.

00:06:39 HSA Administrator

Sorry, sir. That is not actually the one that we have here on file.

00:06:49 Jason McKemie

For me? You might have 5609 Lafoy.

00:06:56 HSA Administrator

Hold on one second for me.

00:06:58 Jason McKemie

Are you talking about for me or for her?

00:07:02 HSA Administrator

It's her address, the one that's on the file.

00:07:05 Jason McKemie

I thought you were asking for me because we're both covered under the plan. The main ones are 11703 Huebner Road. It's either that one or 12802 Kings Forest Street.

00:07:31 HSA Administrator

The first one that you provided to me.

00:07:34 Jason McKemie

Huebner Road. That's Suite 106, San Antonio, 78230.

00:07:42 HSA Administrator

Thank you. So after the suite number, there's another information in here on the address. Could you provide that one to me as well? What's that? After the suite number, there's another information on the address.

00:08:00 Jason McKemie

San Antonio, Texas. Suite number PMB 106, San Antonio, 78230.

00:08:15 HSA Administrator

Zero, there is a suite number which is correct, the 106 and then PMB but there's.

00:08:23 Jason McKemie

Another number in here after the PMB, well it's a private mailbox. Everything else is the 106. Oh yeah, you do. Hold on here. I got it. Here I got it.

00:08:41 HSA Administrator

Time four nine thank you so much for that information and sir what's the last four digits of the account holder last four digits of the Social of miss julie jazz

00:09:02 Jason McKemie

Hold on, it's that is let's see here two four five seven.

00:09:15 HSA Administrator

And what's the last four digits of the card, sir?

00:09:21 Jason McKemie

That is 5379.

00:09:28 HSA Administrator

Is that the one you have right now?

00:09:33 Jason McKemie

5379. That's correct. It's the last four.

00:09:40 HSA Administrator

Hold on one second for me. Is there more than one? I'm actually sure that's not the one associated here on the account, probably because there was a card order before. That's why that's not the one that's updated here. This is the one that we sent out updated, or about 25 days ago that the account holder requested.

00:10:13 Jason McKemie

So wait, hold on. You said that you ordered. There was a card order 25 days ago.

00:10:23 HSA Administrator

The days, I cannot confirm that. But since the card you have or the card you provided to me does not match what we have here on file, and you stated there was a requested card order, probably the one associated with this account already is the one we sent out for the requested card.

00:10:52 Jason McKemie

So I think what might have happened, all of our HSA cards have always worked the same. We've had it like this; it doesn't matter if it's my name or her name on it. It's always the same card credentials, the same zip code and the same pin. So it doesn't really matter which card she used. She was supposed to produce it at the court yesterday. If she hadn't ordered that in time, I think she brought the card that she had because she had to comply with the court order. This is supposed to be a working card for me right now because I'm actually having surgery.

00:11:37 Jason McKemie

So I don't know if you need to call her. I need to get a card mailed to me ASAP because I need it for a procedure.

00:11:51 HSA Administrator

So no worries. Here's what we'll do. We will call the account holder to ask her about it and then get a verbal authorization so that I can freely provide you with information about the account. All of the information I'm providing right now is general information since I cannot fully authenticate the account first. We will try to call her using the best number you provided to me earlier. But just in case we get disconnected, what will be your best call book number for me to call?

00:12:30 Jason McKemie

214-868-4901.

00:12:35 HSA Administrator

I got 214-868-4901, correct? That's correct. Thank you so much. So I just placed the call on hold, sir. I'll just go ahead and dial this. I might place it for 30 seconds or one minute, and then I'll merge the call once I got through.

00:12:57 Jason McKemie

It's okay. If you find out what you need, that's fine. That's great. That sounds good.

Talk to you soon. I'll be right here.

00:13:04 HSA Administrator

Thank you so much, and please stay on the line. Hello. Hi, ma'am. This is Bien from Inspire Financial. I'm looking to Randalin Julichas.

00:13:40 HSA Administrator

Hi, this is she. Hi ma'am, I have your access here on the other line, Mr. Jason McKinney, and we are here trying to process your financial account information. I am calling because we wanted to get a verbal authorization from you. Are you free today? What is the authorization for?

00:14:18 HSA Administrator

Sorry. Mr. McKemie is calling in, trying to activate the card and add his Apple Pay to your HSA. We are here trying to validate what card is associated with the account. We wanted to get a verbal authorization from you before we process this. You can go ahead. Please remind him that everything requires a receipt and it must be uploaded in your portal. So he is actually on the other line, ma'am.

00:14:54 Jason McKemie

So I just need the portal web address and the password and that'll be done. As soon as I receive that password, I will begin uploading those receipts. But thank you. No, I don't have a password. You got to do this on your own. Yeah, there's only one account holder, so you will need to provide me the account password so I can access it. So, tell me this, are there two passwords for this system, or is there only one predominant account holder, is there only one account holder password, like with MetLife?

00:15:30 Jason McKemie

I'm so sorry about that. I need to know, can I set up a separate account other than hers? I just don't want to get into this game where she tells me to upload receipts, but won't give me a password to log in and submit receipts. That was the old game.

00:15:50 HSA Administrator

Generally, if she has a health savings account, only she has the passcode. But no need to worry, you don't need to submit any documents at all. All you have to do is keep the documentation just in case the IRS does a random audit. But sir, sorry for what you're going through. I will try to ask her for the last four digits of the card. Probably she actually has it. Hopefully she will answer. So I wasn't able to get her. I'm so sorry about that. But since I already got a verbal authorization from her regarding your account, I just need to tell you that your card is not a working card.

00:16:26 HSA Administrator

I just need one more thing. I read needed the last four digits associated with the account. But since you don't have it with you, the other option is to provide me with the effective date of the account. I just need the month and the year.

00:16:44 Jason McKemie

The card I have.

00:16:48 HSA Administrator

The HSA of the account holder.

00:16:52 Jason McKemie

I don't have the card that she has. I have the card that I read off to you earlier.

00:17:04 HSA Administrator

Mm-hmm.

00:17:06 Jason McKemie

So are you telling me to read...

00:17:08 HSA Administrator

Mm-hmm.

00:17:11 Jason McKemie

So what are you asking me for? I'm just curious because the card I have is in 5379, and that's the one she presented to the court as the active card right now.

00:17:26 HSA Administrator

Sir, here's what happened. You stated that there was a card order.

00:17:36 Jason McKemie

25 days ago. I said that there was supposed to be a card. I don't have any clue whether a card was ordered or not.

00:17:49 HSA Administrator

I will be very honest with you in this case. Your call wasn't fully verified yet because I haven't caught the last four digits of the Inspire Financial Debit Card associated with the account. So I am very careful to provide any account information yet until I verify this, even if we already got a verbal authorization from the account holder, because it's part of our verification process for security purposes.

00:18:26 HSA Administrator

Did she hang up the phone? Do you want me to call her back?

00:18:33 Jason McKemie

I want you to call her back. We need to get that card number.

00:18:38 HSA Administrator

So I'm sorry about that. I'll try to call her back. Just give me one moment.

00:19:29 HSA Administrator

Sorry sir, I was already routed to a voicemail when I dialed her number 210-278-6377. Let me just go ahead and try 946-479-3935. Thank you.

00:20:33 HSA Administrator

Hello sir, I actually tried to dial 946-479-3935, but it says here bad number, so it doesn't ring.

00:20:47 Jason McKemie

She's not getting it to the phone now. She's not going to answer it, so I'll just have to go back to the court tomorrow. It's okay. I'm sorry we had to go through that. I know it's not fun, but just to validate, there's only one login for the HSA card, right? Like one username and password? Is that correct? Or do we each get our own usernames and passwords?

00:21:22 Jason McKemie

Via online, sir? Online account? Correct.

00:21:28 HSA Administrator

So if there is a one account only.

00:21:33 Jason McKemie

It's always the same. That's the problem we always get into: she demands that I upload receipts to it, and I'm like, well, I just need the login credentials, and I'm more than happy to do that, but she won't ever give me the password. So it's like a catch-22, and she just, it's her favorite game to play. I'll just keep calling.

00:22:05 Jason McKemie

Keep going. Thanks.

00:22:06 HSA Administrator

I really do apologize for that one, sir. But just in case you will call back next time. She authenticated me.

00:22:17 Jason McKemie

She authenticated me. Can I get a card that works? I'm having surgery. I need to get a card.

00:22:25 HSA Administrator

But with regards to that one, sir, we need to authenticate it first. Here's the thing. If you can just provide me with the effective date of the account with the month and the year, we can proceed or any one of the last three recent transactions that she had on the account. I just need the date and the amount.

00:22:47 Jason McKemie

The last transaction was \$41. It was at CVS. I believe that was in May.

00:22:56 HSA Administrator

Okay.

00:23:02 HSA Administrator

Can you verbally say to me, sir, what the exact date of this?

00:23:06 Jason McKemie

You've got to be kidding me. I don't remember what exact date it was. You've got to be kidding me. That was like May 18th. You've got to be joking. You know how long ago that was? Remember a CBS visit from half a year ago? Are you kidding? I don't remember the exact day of the month I went to CBS seven, eight months ago.

00:23:39 Jason McKemie

But I can tell you, it was \$41 and something since, and it was done in May of 25, and the card started in September or October of 2024. If that's not enough to authenticate this card, I don't know what else to do.

00:24:11 HSA Administrator

Let's see. So for the effective date of the account, the year was correct, but the month isn't. I checked the 2025 transaction and wasn't able to see the \$41 here on our system.

00:24:32 Jason McKemie

The only HSA purchased... Purchase made in 2025 was a \$41 charge. I've got the statements at home. That's the only charge on the entire HSA for the year. And then what month? July, August. I thought it was September of 24.

00:25:07 Jason McKemie

If it wasn't September, then it would have been August.

00:25:15 HSA Administrator

It's not the one here on our end.

00:25:20 Jason McKemie

Are you talking about starting the card or are you talking about when she started at Accenture.

00:25:28 HSA Administrator

When was the HSA effective or started?

00:25:34 Jason McKemie

I'm so sorry. I thought you were asking when she started at Accenture. This is valid through 1130. I don't know when she started. I figured you would have got it at the beginning of the year. It probably would have been December or January. I actually don't know when she got it.

00:26:08 HSA Administrator

I understand that, sir. Here's what we can do. How about I get a court order and send it over to you?

00:26:18 Jason McKemie

I got a copy of a court order where she has said that she's ordered me a card. Is there something you can do with that?

00:26:27 HSA Administrator

Let me just go ahead and verify that one here on our end. This is actually my first time encountering that letter, but let me just go ahead and verify if we can add it on the account. Let me just go ahead and check out. One second, sir. I'll just place a call on hold. No problem, five minutes. I just verified. You've been really great by the way. I want you.

00:26:53 Jason McKemie

To know that you really have been great, thank you so much for that.

00:27:00 HSA Administrator

Notice I'll get back to you as soon as I can. Please stand away from me. Thanks. Thank you.

00:27:47 Jason McKemie

So send me a non-working number. Would you remember my name?

00:28:27 Jason McKemie

Thank you. We'll be right back.

00:30:25 Jason McKemie

I need 5,000 winners. I want winners.

00:31:06 HSA Administrator

Thank you so much for patiently waiting. I actually tried to double check it here on our system. Is there any way that you can upload a documentation about the court documents? The only thing that we can do is for her to submit authorization to release personal information on the account as well as provide you with the last four digits of the active card.

00:31:35 Jason McKemie

Associated on the account, but I don't have that card anyway, so it's not going to help me. You see, she lives five hours away from me, so she brought this to be compliant with the court. And because I was having a procedure done and my health care is covered under her. It just got turned back on now. Were you seeing like a disruption in service for me? Perhaps where I was on the account but not on the account.

00:32:11 HSA Administrator

Yes. Technically, you are her dependent. But every call, we really have to authenticate everything here in our end. The one that's active, the one that's on the file before we were able to proceed. We were able to get a verbal authorization. If

you wanted to know everything on the account and the process, we can do that. But the only problem is that the one that you provided to me, the last four digits of the card, it's not the one that's associated anymore on the account. We have to get the one that's associated.

00:32:53 Jason McKemie

That's just it. She's going to have a card. She is going to possess a card. I am going to possess a card. I don't want her card numbers. I need my own card. That's separate from hers. Do you see what I'm saying? She could give you those card numbers, but I do not have that card. I can't. She's five hours away, and I need my own card.

00:33:25 Jason McKemie

I just don't see how that's going to help us.

00:33:29 HSA Administrator

I understand. Hold on one second for me. I'll try my very best to help you get your own card.

00:35:04 Jason McKemie

Thank you.

00:35:29 HSA Administrator

Hello, Mr. McKinney. I'm so sorry for the silence. I actually did try to double check it here, but the only thing is that the account holder should be the one to order a card for you. So technically, if you are the dependent, we will provide you one. We can also send it to the address where you live. It's just that the account holder should be the one to order that card for the account.

00:35:58 Jason McKemie

Good luck with that happening. It's taken me months to get to this point. From what you're telling me, she drove into Dallas, met with our judge in person yesterday and handed over the old card while keeping the new card. You just have to think about that. From that perspective, the way I see it, there's a plan that y'all have under my name.

00:36:31 Jason McKemie

I have access to the HSA account. I'm covered under Accenture's health care plan right now. If you're going to bar me from using it, then I'll just have to go a legal route to get a card from you. Because she's not giving me a card. I haven't been able to use health insurance since October 31st. So if you're going to have to figure out a way or I'll just have to send a court order over.

00:37:03 HSA Administrator

I don't really understand, sir. Here's the process. For security purposes, we are following the people's guidelines.

00:37:12 Jason McKemie

I understand. But that doesn't trump a court order. You can't turn down a court order for that. I'll send it to you. I'll get it sent to your legal department.

00:37:30 HSA Administrator

Sir, I totally understand. No worries. Since this call is recorded, feel free to do it. But sir, here's what I can advise you: try your best to contact her.

00:37:47 Jason McKemie

That's just it. I can't, we can only contact each other through the court. That's why I allowed you to contact her. We don't communicate because there are things that happen where it is not safe for me to communicate with her.

00:38:19 Jason McKemie

Communicate with her.

00:38:20 HSA Administrator

I understand. But since she is the primary account holder, we did a verbal authorization from her, but we still have to fully authenticate the account.

00:38:33 Jason McKemie

There's no doubt that it's her. You're asking for her a card number, and I'm saying that card number doesn't help me. I need my own card issued, which she said she had already ordered, but it doesn't sound like you're seeing one in your system. It sounds like what she did was she replaced her card and gave me the old dead one.

00:39:01 HSA Administrator

Sir, we can order a card for the dependent. Technically, on the account, it's going to have a card for the account holder and a card for the dependent. It just so happened that it cannot provide any account specifics right now, especially about the status of the card order, because the account was not yet fully authenticated.

00:39:25 Jason McKemie

I understand. Can you mail me the card? We live five hours away. She's not going to give it to me.

00:39:33 HSA Administrator

With regards to that one, we really have to get the last four digits of the card from the account holder before we order you a new card, activate it and link your Apple Pay.

00:39:49 Jason McKemie

I'll get a court order and it'll serve her first. So don't worry.

00:39:56 HSA Administrator

I understand, sir. But that's what I will advise her. Or you can just ask for the

effective date of that count or any contentions that she can give you so that you can authenticate here. Once you call back, we can do a verbal authorization again.

00:40:18 Jason McKemie

So I actually have the records for the HSA card. So you're saying if I can just get you when this card was established, that it's good enough?

00:40:32 HSA Administrator

So the effective date I needed is the HSA effective date of that account holder or any one of the last three recent transactions she had on the account.

00:40:47 Jason McKemie

She testified that there was only one transaction. She provided receipts showing there was only a \$41 charge and that all funds were available on the card yesterday.

00:41:00 HSA Administrator

Mm-hmm.

00:41:01 Jason McKemie

Is that.

00:41:02 HSA Administrator

Sir. Technically

00:41:07 Jason McKemie

Let me go up and get. Here, I can walk up and. I've got some records. Let me go see what the records that I have are.

00:41:18 HSA Administrator

Let me see what the records that I have are. But I'm here to verify, sir, that I was able to see any debit card purchase amounting to \$41 in the month of May.

00:41:33 Jason McKemie

Here. I'm walking upstairs. I've got all the files up there, so let me go up and look.

00:41:43 HSA Administrator

Sir.

00:41:44 Jason McKemie

You've been patient. Thanks. It's just frustrating.

00:41:51 HSA Administrator

You can just take your time. I'll be here on the line. Just call my attention once you have the information.

00:41:57 Jason McKemie

Let me see here. Where would that be? That is one to be. I'm going to put you on speaker real quick.

00:42:09 Jason McKemie

Okay.

00:42:32 HSA Administrator

I think we gotten it hear. Let's see.

00:42:49 Jason McKemie

So we've gotten ESA card. Can you hear me? So this ESA card account opening balance was \$60.72. That was May 1st, 2025. That doesn't make sense. There was like \$6,000 on it.

00:43:22 Jason McKemie

Withdrawals of \$368.54. Withdrawal of \$44.35. This is debit card ending in 9602.

00:43:47 HSA Administrator

602, let me just go ahead and pull that up.

00:43:59 HSA Administrator

Sorry, that card is not the one associated with the account anymore.

00:44:05 Jason McKemie

I'm just going down the statements that I have.

00:44:10 HSA Administrator

Go ahead.

00:44:27 Jason McKemie

So there was, in 2025, we allocated \$6,000 onto that card. Where did those funds go?

00:44:39 Jason McKemie

Funds go.

00:44:49 HSA Administrator

Sir, may I know what the date is on that so I can check?

00:44:54 Jason McKemie

Let me go back to that statement. That statement is, this is a met life chipped card from 5-1-2025 to 5-31-2025.

00:45:15 Jason McKemie

5-1-2025.

00:45:24 Jason McKemie

Let's see what else.

00:45:33 HSA Administrator

As per checking here, sir, there is no transaction on that amount on May 1st, 2025.

00:45:51 Jason McKemie

I wish there was a way to email this to you. It says employ number ending in 0342. Debit card ending in 9602. It just says opening balance \$60.72. Ending balance \$16.37. But it doesn't show transactions.

00:46:25 HSA Administrator

I see. But the one that I needed, sir, is the transaction on the account. The recent one.

00:46:36 Jason McKemie

If you're talking about the card she has, she lives five hours away from me. I have never seen nor touched that card. I do not have statements for that card. If you're still talking about the card that she has, there's no possible way I would have any information on it because she just ordered it. She must have just gotten it. I just don't have that.

00:47:13 Jason McKemie

I don't have statements from a card she received last week.

00:47:22 HSA Administrator

Sorry, totally understand. The recent transaction I'm talking about can only be a debit card transaction. Any debit card transaction, a payment or withdrawal or contribution on that account, it can be the transaction here or recent transaction on the account. It's just that I needed the date and the amount for me to fully authenticate it.

00:47:52 HSA Administrator

Even if you don't have the card with you, the one that's active on the account.

00:47:57 Jason McKemie

That's the problem. She testified that she ordered a new card for me, but it looks like she kept that for herself and gave me the terminated card.

00:48:15 HSA Administrator

With regard to that information, I can't verify it yet, but the only thing I can provide is that the one you provided to me wasn't the one associated with the account.

00:48:26 Jason McKemie

It's fine. I'll call back tomorrow. Thank you.

00:48:32 HSA Administrator

You're welcome, but before I let you go, sir, is there any more questions that I can check for you?

00:48:38 Jason McKemie

That's all. Thank you.

00:48:41 HSA Administrator

Thank you, Isabelle, for taking the time to call Inspire Financial. Enjoy the rest of your day.



San Antonio Police Department

Report # SAPD26106749 - Offense/Incident Report Cover Sheet

Table with 3 columns: REPORT DATE / TIME, DISTRICT / SECTION / SUBSTATION / SCHOOL DISTRICT / COUNCIL DISTRICT, EVENT START DATE / TIME - EVENT END DATE / TIME

INCIDENT

OFFENSE CODE
INFORMATION REPORT

OFFENSE LOCATION
12802 KINGS FOREST ST, SAN ANTONIO, TX 78230

INVOLVED PERSONS

Table with 6 columns: INVOLVEMENT, NAME, HOME ADDRESS, DOB / ESTIMATED AGE RANGE, RACE, SEX. Contains two rows for R-1 and O-1.

NARRATIVE

I was dispatched to the Prue substation for a report of a forgery. I contacted R-1 who stated that she and O-1 are divorcing and she feels he may have committed fraud. R-1 advised me that she moved to San Antonio, from Dallas, Tx, after she and O-1 separated. R-1 showed me transcripts of two phone calls made by O-1 to her HSA bank that rev status. O-1 provided the agent with some of R-1's personal information to verify the account. R-1 said she feels that O-1 was attempting to impersonate her. I stated to R-1 that it didn't appear he attempting to impersonate her and he's listed as an authorized user on the account. It appeared he was attempting to verify the status of his HSA bank card that he's authorized to possess. On the transcript it also revealed an automated phone call O-1 made in an attempt to activate a new card that was issued to him from the same account.

I again stated to R-1 that it didn't appear that he was attempting to defraud the bank. R-1 stated that O-1 found out where she lived and drove to her residence here in San Antonio. R-1 said that O-1 placed several garbage bags of assorted items and papers on her front lawn after claiming the property belonged to her. R-1 said she went through the contents of one of the bags and came across two letters that were apparently written by O-1's doctor that addressed his medical conditions and his need for continued, uninterrupted medical treatment. It was written in one of the letters that O-1 was having problems refilling his prescription medications. It was revealed in the phone transcripts that O-1's HSA bank card was inactive and a new card was being sent to him. One of the letters was addressed to a court, but it didn't state the name of the court.

R-1 said she noticed what she thought were some inaccuracies between the two letters, such the addresses from the doctor's office was different on each letter and on one of the letters, the doctors fist name was spelled incorrectly. I advised R-1 that those inaccuracies were not enough evidence that the letters were fraudulent. R-1 said she telephoned the doctor's office and spoke with a receptionist. R-1 said she advised the receptionist of her concerns and was told by the receptionist that they don't write such letters. I also advised R-1 that I couldn't conclude that the letters were fraudulent since she never confirmed the validity of the letters with doctor himself. I also stated to R-1 that there was no evidence, as of yet, that the letters were ever presented to the court on O-1's behalf. I stated to R-1 that if the letters were fraudulent, she would not be considered a victim, as there was no evidence that O-1 attempted to defraud her or the court. I advised R-1 that there didn't appear to be any evidence of criminal intent, in this case.

R-1 said that she initially called the Dallas Police Dept. to make the report, but was referred to SAPD since the letters were discovered here in San Antonio. I advised R-1 that in some cases, SAPD could take an initial report for an event that occurred outside SAPD jurisdiction, but reported here, such as a sexual assault. R-1 then proceeded to tell me that she was drugged and raped by O-1 sometime in 2024. I asked R-1 if she wished to make a sexual assault report and she stated she didn't wish to make a report on the sexual assault. I provided R-1 with the report's case number and advised her call police if she discovered any other information that would constitute a crime where she was victimized. DMEA.

Table with 2 columns: REPORTING OFFICER SIGNATURE / DATE, SUPERVISOR SIGNATURE / DATE. Includes names MARIO BAKER #2086 and PAUL HAMMOND #3112.



San Antonio Police Department

Report # SAPD26108224 - Offense/Incident Report Cover Sheet

Table with 3 columns: REPORT DATE / TIME, DISTRICT / SECTION / SUBSTATION / SCHOOL DISTRICT / COUNCIL DISTRICT, EVENT START DATE / TIME - EVENT END DATE / TIME

INCIDENT

OFFENSE CODE INFORMATION REPORT

OFFENSE LOCATION 12802 KINGS FOREST ST, SAN ANTONIO, TX 78230

INVOLVED PERSONS

Table with 6 columns: INVOLVEMENT, NAME, HOME ADDRESS, DOB / ESTIMATED AGE RANGE, RACE, SEX. Rows include SB-1, R-1, and O-1.

INVOLVED PROPERTY

Table with 3 columns: STATUS, ITEM CATEGORY, DESCRIPTION. Rows include Found Other SILVER CASE WITH DRUG PARAPHERNALIA INSIDE and Found Narcotics marijuana.

NARRATIVE

I was dispatched to the above address for a Narcotic Laws. I arrived on scene and made contact with O1.

O1 stated R1 has been dealing with SB1 since last year (reference SAPD-2025-0288323, SAPD25041335, SAPD24277190, SAPD25002158). O1 stated R1 and SB1 are currently going through separation. O1 reported SB1 was evicted from his residence and told the movers that he did not want the remaining bags of his belongings on the front yard (thus abandoning the property).

I later made contact with R1 who was frustrated with the lack of progress of her previous reports (Listed). R1 gave me a broken "Tile" tracker which was in SB1's abandoned belongs that was shipped to her residence. While I was speaking to R1, an "Air Tag" began to ring inside one of the bags O1 was placing in a pickup truck to be taken to the dump. R1 gave me this tracker as well.

SB1's abandoned property was taken to the property room and placed under the listed barcodes. I gave R1 the SAPD case number for her records.

BWC/MVR

Table with 2 columns: REPORTING OFFICER SIGNATURE / DATE, SUPERVISOR SIGNATURE / DATE. Includes Drew Gonzales and Bernardo Torres.

Incident Detail Report

Data Source: Data Warehouse
Incident Status: Closed
Incident number: SAPD-2025-0288323
Case Numbers:
Incident Date: 3/1/2025 20:04:55
Report Generated: 2/10/2026 10:43:20

Incident Information

Incident Type:	Routine	Alarm Level:	
Priority:	07	Problem:	Miscellaneous
Determinant:		Agency:	SAPD
Base Response#:		Jurisdiction:	SAPD
Confirmation#:		Division:	PRUE
Taken By:	BALOUN, DAVID	Battalion:	PRUE
Response Area:	7220	Response Plan:	7220 Routine
Disposition:	N10-Rec STL Veh or Add Info	Command Ch:	
Cancel Reason:	CR-Cancel Request for Service	Primary TAC:	
Incident Status:	Closed	Secondary TAC:	
Certification:		Delay Reason (if any):	
Longitude:	98559455	Latitude:	29558872

Incident Location

Location Name:		County:	BEXAR
Address:	12802 Kings Forest	Location Type:	
Apartment:		Cross Street:	PARK GATE DR/PARK CORNER DR
Building:		Map Reference:	549C1
City, State, Zip:	SAN ANTONIO TX 78230		

Call Receipt

Caller Name:	ULIJASZ, GWENDOLYN	Call Back Phone:	
Method Received:	Non Emergency	Caller Location:	
Caller Type:	Yes	Caller Location Phone:	
Caller Address:		Caller Apartment:	
Caller Building:		Caller County:	
Caller City, State, Zip:			

Time Stamps

Description	Date	Time	User	Description	Time
Phone Pickup	3/1/2025	20:03:43		Received to In Queue	00:00:04
1st Key Stroke	3/1/2025	20:03:47		Call Taking	00:00:08
In Waiting Queue	3/1/2025	20:04:59		In Queue to 1st Assign	00:01:42.8
Call Taking Complete	3/1/2025	20:05:03	BALOUN, DAVID	Call Received to 1st Assign	00:02:58.8
1st Unit Assigned	3/1/2025	20:06:41		Assigned to 1st Enroute	00:00:01.9
1st Unit Enroute	3/1/2025	20:06:43		Enroute to 1st Arrived	
1st Unit Arrived				Incident Duration	00:08:30
Closed	3/1/2025	20:12:13	FALCON, LISA		

Resources Assigned

Unit	Primary Flag	Assigned	Disposition	Enroute	Staged	Arrived	At Patient	Delay Avail	Complete	Odm. Enroute	Odm. Arrived	Cancel Reason
7230B	Y	20:06:41	N10-Rec STL Veh or Add Info	20:06:43					20:12:13			CR- Cancel Request for Service

Personnel Assigned

Unit	Name
7230B	BENAVIDES, CRISTIAN A (1191) ()

Caution Notes

No Caution Notes found

Pre-Scheduled Information

No Pre-Scheduled Information

Transports

No Transports Information

Transport Legs

No Transports Information

Comments

Date	Time	User	Type	Conf.	Comments
3/1/2025	20:05:00	[Redacted]	Response		REF SAPD-2025-0287915 C REQ OFFICERS BACK TO LOC, JUST FOUND ANOTHER AIRTAG.....
3/1/2025	20:12:13	[Redacted]	Response		LINK: [SAPD-2025-0288323] to [SAPD-2025-0287915] because [SAPD-2025-0288323] appends to [SAPD-2025-0287915]
3/1/2025	20:12:22	[Redacted]	Response		ULIJASZ, GWENDOLYN [Redacted] [Shared]

Address Changes

No Address Changes

Priority Changes

No Priority Changes

Alarm Level Changes

No Alarm Level Changes

Activity Log

Date	Time	Radio	Activity	Location	Log Entry	User
3/1/2025	20:04:56		Problem Nature		Incident problem nature changed from <Blank> to Miscellaneous	[Redacted]
3/1/2025	20:05:00		Read Comment	12802 Kings Forest	Comment for Incident 533 was marked as read.	[Redacted]
3/1/2025	20:05:03		UserAction		User clicked Exit/Save	[Redacted]
3/1/2025	20:05:55		Read Incident		Incident 533 was Marked as Read.	[Redacted]
3/1/2025	20:05:55		Read Comment		Comment for Incident 533 was Marked as Read.	[Redacted]
3/1/2025	20:06:04		UserAction		User clicked Exit/Save	[Redacted]
3/1/2025	20:06:41	7230B	DISP	IH 10 WPVT ST AT TEXANA DR		[Redacted]
3/1/2025	20:06:43	7230B	RESP	12802 Kings Forest	Responding From = IH 10 WPVT ST AT TEXANA DR.	7763
3/1/2025	20:06:50	7230B	Route Deviation	IH 10 WIH 10 W ACCESS RD	Unit 7230B deviated from original driving directions route	7763
3/1/2025	20:10:08		UserAction		User clicked Exit/Save	[Redacted]
3/1/2025	20:12:13	7230B	Disposition	12802 Kings Forest	N10-Rec STL Veh or Add Info	[Redacted]
3/1/2025	20:12:13	7230B	AVAIL	12802 Kings Forest	Unit Cleared From Incident SAPD-2025-0288323	[Redacted]
3/1/2025	20:12:13	7230B	Response Closed	12802 Kings Forest	Response Disposition: N10-Rec ST Veh or Add Info	[Redacted]
3/1/2025	20:12:13		Read Comment	12802 Kings Forest	Comment for Incident 533 was marked as read.	[Redacted]
3/1/2025	20:12:13		Linked Incident	12802 Kings Forest	Incident link created from [SAPD] Inc # [SAPD-2025-0287915]	[Redacted]
3/1/2025	20:12:13		Append Incident	12802 Kings Forest	Incident closed, Appended to Inc [SAPD-2025-0287915]	[Redacted]
3/1/2025	20:12:14		Read Comment		Comment for Incident 533 was Marked as Read.	[Redacted]
3/1/2025	20:12:23		Read Comment	12802 Kings Forest	Comment for Incident 533 was marked as read.	[Redacted]
3/1/2025	20:12:29		UserAction		User clicked Exit/Save	[Redacted]
3/25/2025	20:30:34		UserAction		User clicked Exit/Save	[Redacted]

Edit Log

Date	Time	Field	Changed From	Changed To	Reason	Table	Workstation	User
3/1/2025	20:03:43	Agency Name		SAPD	(Response Viewer)	Incident	[Redacted]	[Redacted]
3/1/2025	20:03:53	Address	(Blank)	12802 KINGS	New Entry	Response_Master_Incident	[Redacted]	[Redacted]
3/1/2025	20:03:53	Jurisdiction		SAPD	(Response Viewer)	Response_Master_Incident	[Redacted]	[Redacted]

3/1/202520:03:53	Division		PRUE	(Response Viewer)	Response_Master_Incident
3/1/202520:03:53	Battalion		PRUE	(Response Viewer)	Response_Master_Incident
3/1/202520:03:53	Response_Area		7220	(Response Viewer)	Response_Master_Incident
3/1/202520:03:53	ResponsePlanType0		0	(Response Viewer)	Response_Master_Incident
3/1/202520:03:53	Address	12802 KINGS	12802 KINGS FOREST	Entry Selected/Returned from GeoLocator	Response_Master_Incident
3/1/202520:03:53	City		SAN ANTONIO	Updated City	Response_Master_Incident
3/1/202520:03:53	Latitude	0	29558872	Entry Selected/Returned from GeoLocator	Response_Master_Incident
3/1/202520:03:53	Longitude	0	98559455	Entry Selected/Returned from GeoLocator	Response_Master_Incident
3/1/202520:03:53	PSAP		SAN ANTONIO: 210-207-7273	(Response Viewer)	Incident
3/1/202520:03:53	COUNCIL DISTRICT		8	(Response Viewer)	Incident
3/1/202520:04:06	Caller_Name		ULIJASZ, GWENDOLYN	(Response Viewer)	Response_Master_Incident
3/1/202520:04:16	Call_Back_Phone		[REDACTED]	(Response Viewer)	Response_Master_Incident
3/1/202520:04:16	Call Back Phone		[REDACTED]	(Response Viewer)	Incident
3/1/202520:04:53	Caller_Type		Yes	(Response Viewer)	Response_Master_Incident
3/1/202520:04:55	MethodOfCallRcvd		Non Emergency	(Response Viewer)	Response_Master_Incident
3/1/202520:04:56	Problem		Miscellaneous	(Response Viewer)	Response_Master_Incident
3/1/202520:04:56	Response_Plan		7220 Routine	(Response Viewer)	Response_Master_Incident
3/1/202520:04:56	DispatchLevel		Default Police	(Response Viewer)	Response_Master_Incident
3/1/202520:04:56	ResponsePlanType0		1	(Response Viewer)	Response_Master_Incident
3/1/202520:04:56	Priority_Description		07		Response_Master_Incident
3/1/202520:04:56	Priority_Number	0	7		Response_Master_Incident
3/1/202520:04:56	Incident_Type		Routine	(Response Viewer)	Response_Master_Incident
3/1/202520:04:59	PSAP		SAN ANTONIO: 210-207-7273	(Response Viewer)	Incident
3/1/202520:04:59	COUNCIL DISTRICT		8	(Response Viewer)	Incident
3/1/202520:05:00	Unread Comment	False	True	(Response Viewer)	Incident
3/1/202520:05:00	Pickup_Map_Info		549C1		Response_Transports
3/1/202520:05:00	Map_Info		549C1		Response_Master_Incident
3/1/202520:05:00	ACCESS CODE		NA	Polygon Lookup	Response_User_Data_Field
3/1/202520:05:55	Read Call	False	True	(Response Viewer)	Response_Master_Incident
3/1/202520:05:55	Read Comment	False	True	(Response Viewer)	Response_Master_Incident
3/1/202520:12:13	Unread Comment	False	True	(Response Viewer)	Incident
3/1/202520:12:14	Read Comment	False	True	(Response Viewer)	Response_Master_Incident
3/1/202520:12:23	Unread Comment	False	True	(Response Viewer)	Incident

Custom Time Stamps
No Custom Time Stamps

Custom Data Fields

Description

PSAP

COUNCIL DISTRICT

PSAP

COUNCIL DISTRICT

ACCESS CODE

Attachments

No Attachment

Data

SAN ANTONIO: 210-207-7273

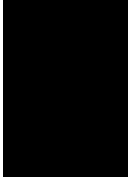
8

SAN ANTONIO: 210-207-7273

8

NA

User



NO. _____

JASON EMORY MCKEMIE
APPLICANT

§
§
§

IN THE DISTRICT COURTS
_____ **JUDICIAL DISTRICT**

GWENDOLYN LAURA ULIJASZ
PETITIONER/ONE RESTRAINED
TEXAS

§
§

DALLAS COUNTY,

PHOTO EXHIBIT W | WRIT AFTERMATH



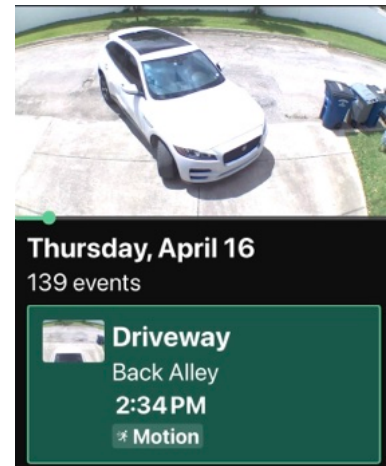
I. PRIOR COURT HISTORY AND NOTICE REGARDING PETITIONER'S ACCESS TO THE RESIDENCE

Petitioner repeatedly requested access to the marital residence through pleadings and during court hearings. On January 6, 2026, during a motion-to-compel hearing, Judge Abendroth initially approved access over Applicant's objections. After reviewing the history, however, the Court stated that Petitioner had already been given more than enough time to retrieve her property and that further personal access was no longer permitted.

Applicant filed repeated objections explaining that Petitioner's prior entries into the residence had resulted in property damage, disorder inside the home, unsupported allegations, planted items, and tracking devices, including three AirTags placed on Applicant's personal property. Applicant did not

object to Petitioner receiving any remaining belongings. Applicant objected to Petitioner personally entering the residence or receiving property directly from Applicant.

Applicant repeatedly stated that any remaining property transfer had to occur through a neutral third party because direct contact or direct transfer created an unacceptable risk of false allegations, planted evidence, property destruction, or further escalation. Petitioner was therefore on notice, both from the hearing record and filed objections, that she was not permitted to personally re-enter the residence and that any remaining retrieval had to occur through a neutral process.



II. TIMELINE OF KNOWN APRIL 16, 2026, EVENTS

- 2:37 p.m.** – Applicant left the residence to go to court after identifying defective service and attempting to stop the writ. Applicant closed the garage before leaving.
- 2:39 p.m.** – Petitioner’s security personnel backed into the rear driveway. The garage was opened from inside.
- 2:39 p.m.** – Security cameras began being disabled, including cameras being ripped from walls. Fifteen cameras on one system were disabled before Petitioner arrived.
- 2:46 p.m.** – Petitioner arrived by Uber with luggage, consistent with travel from San Antonio. A constable asked who she was and why she was present. Petitioner presented an outdated driver’s license bearing the residence address and Applicant’s last name. She represented that she currently lived at the residence, had a right to be there, and had a right to remove property. Those representations were false.
- 2:47pm** – Shows ID to Constable Tometillo with 5609 Address and Applicants last name
- 2:57 p.m.** – Petitioner was captured on video speaking by phone with multiple outside resources. She stated that Applicant was at the courthouse, that he would likely return, and that she needed to hurry and “grab more of this evidence.” The video clip then stopped.
- 3:23 p.m.** – The remaining security camera system was discovered and disabled. The internet went down at the same time.
- 5:30 p.m.** – Applicant left the courthouse and spoke with the constable. The constable stated that Petitioner had been inside boxing items from the attic, that he told her to stop and unload the SUV, and that Petitioner then got into the SUV and left with her security guards. When Applicant asked why the constable could not recover the property, the constable stated that he did not have authority to chase her.

Evening of April 16 through approximately 4:00 a.m. – Applicant worked to recover and secure property that had been left outside, damaged, discarded, commingled with trash, or made inaccessible.

Approximately 7:00 a.m. the following morning – After sleeping outside in a lawn chair from physical exhaustion to watch the property, Applicant woke to the same blue Lexus sports sedan stopped approximately 15 to 20 feet away, with the driver photographing Applicant through an open window using a DSLR camera.

III. COORDINATED ENTRY AND DISABLEMENT OF SURVEILLANCE

April 16, 2026 was not an ordinary writ execution. It was a coordinated evidence grab, asset seizure, property destruction event, and survival destabilization campaign.

At approximately 2:37 p.m., Applicant left the residence to go to court after identifying defective service and attempting to stop the writ. Applicant closed the garage before leaving. Within minutes, Petitioner’s security personnel backed into the rear driveway, the garage was opened from inside, and the security cameras began being disabled.

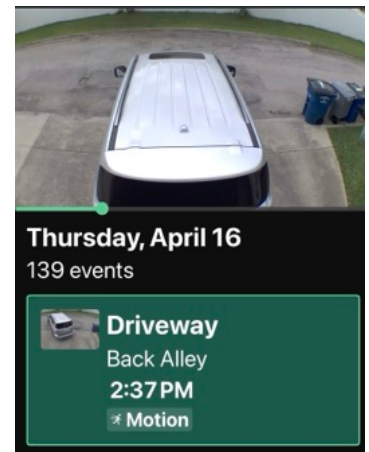
Applicant had two separate security camera systems. Fifteen cameras on one system were disabled before Petitioner arrived. The second system survived until approximately 3:23 p.m., when it was discovered and disabled. The internet went down at the same time.

The speed of the entry, the immediate disabling of cameras, the precision with which the camera locations were identified, and the timing of Petitioner’s arrival minutes after Applicant was forced to leave for court establish that this was not spontaneous, incidental, or ordinary. It was coordinated in advance.

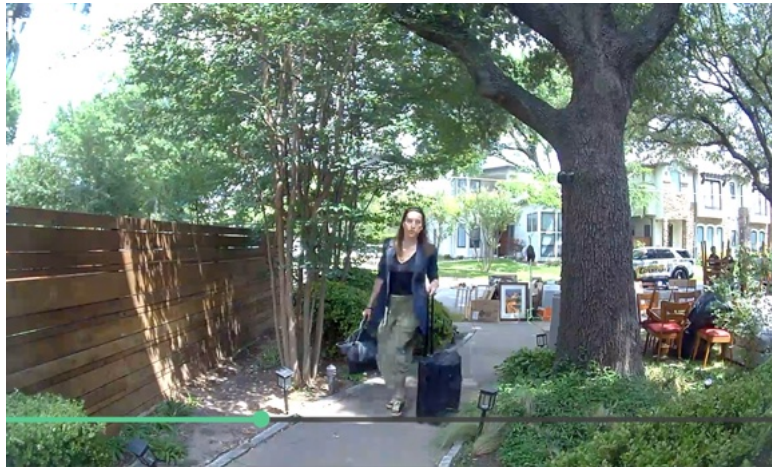
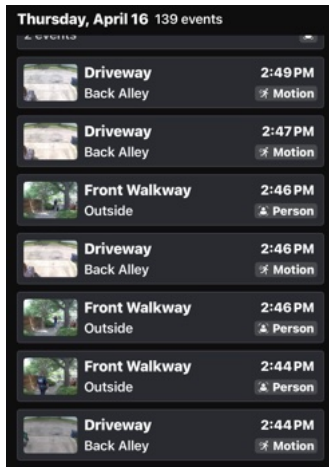
IV. PETITIONER’S FALSE ACCESS REPRESENTATION AND USE OF OUTDATED IDENTIFICATION

At approximately 2:46 p.m., Petitioner arrived by Uber with luggage. A constable asked who she was and why she was present. Petitioner presented an outdated driver’s license bearing the residence address and Applicant’s last name. She represented that she currently lived at the residence, had a right to be there, and had a right to remove property.

Those representations were false. Petitioner changed her name in December 2024 and had lived in San Antonio since leaving the residence. She used an outdated license to misrepresent current residence, marital identity, access authority, and removal authority.



2:46PM ARRIVAL FROM SAN ANTONIO VIA UBER

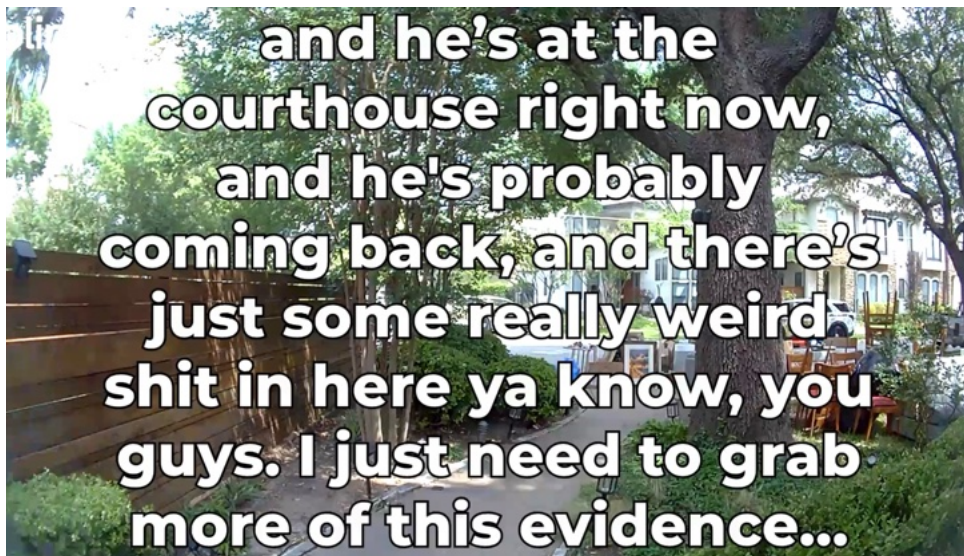


Petitioner had already been denied further unrestricted personal access through prior court proceedings. She also had notice from Applicant's repeated filed objections that any remaining property transfer had to occur through a neutral process. Her use of outdated identification was not harmless. It was used to create the appearance of authority at the precise moment her physical entry and removal of property were being challenged.

V. PETITIONER'S RECORDED STATEMENT ABOUT "EVIDENCE"

At approximately 2:57 p.m., Petitioner was captured on video speaking by phone with multiple outside resources. She stated that Applicant was at the courthouse, that he would probably return, and that she needed to hurry and "grab more of this evidence." The clip then stopped.

That statement matters. Petitioner did not describe the activity as retrieving ordinary personal items. She described it as grabbing evidence while Applicant was away at court. That statement is consistent with the timing, the disabled cameras, the third-party coordination, the removal of hard drives and litigation materials, and the destruction or concealment of property necessary for Applicant's survival and litigation access.



VI. REMOVAL, DESTRUCTION, AND MISCLASSIFICATION OF PROPERTY

Once inside, Petitioner took control of the packing and removal process. Property was divided into “keep” and “dispose” categories. In practice, “dispose” became Applicant’s property.

Items necessary for survival, litigation, medical access, identity, and daily functioning were removed, damaged, destroyed, discarded, or left behind in a condition designed to make retrieval nearly impossible. This included medications, auto-injectors, hard drives, litigation files, tax records, passport, identification materials, clothing, underwear, socks, financial records, cash, studio equipment, electronics, and professional property.

The recovered bags contained unrelated property from multiple rooms mixed with trash, liquids, food, broken debris, electronics, legal papers, photographs, books, kitchen items, bathroom items, and fragile property. Purchased small, medium, and large moving boxes were not used. Instead, wardrobe boxes were loaded with non-wardrobe items, including electronics, glass, breakable items, and heavy equipment. Several boxes exceeded reasonable load capacity and could not be safely moved.

This was not ordinary packing. The handling pattern caused foreseeable destruction. Fragile items were placed beneath heavy items. Glassware and family property were broken. Applicant’s great-grandmother’s approximately 150-year-old crystal was lost, destroyed, or removed. Items were ripped from walls rather than dismantled, leaving structural damage and exposed wires. Power and data cables were separated from equipment, rendering remaining systems unusable and increasing restoration costs.

Applicant’s music studio and professional equipment were gutted. Critical equipment was removed. Cables and remaining components were left disconnected and unusable. The loss included professional, creative, litigation-related, and personal property central to Applicant’s livelihood and evidence preservation.

VII. APPLICANT WAS FORCED TO LEAVE ESSENTIAL PROPERTY BEHIND

When Applicant left, he told the constable that he needed to retrieve his hard drives, medication, checkbook, and papers near his printer. He was told there was no time and that he had to leave immediately if he wanted any chance to stop the writ.

No reasonable person would voluntarily leave behind medication, identification, litigation files, passport, tax records, cash, hard drives, and property needed for basic survival unless forced to do so. Applicant was forced to leave because the defective service created the exact emergency that required him to go to the courthouse immediately.

Petitioner knew Applicant would leave. The timing of her arrival and the immediate entry by her security personnel confirm that the court emergency was used as the operational window for entry, camera disablement, property removal, and evidence seizure.

VIII. CONSTABLE STATEMENT AND PETITIONER LEAVING WITH PROPERTY

When Applicant left the courthouse around 5:30 p.m., he spoke with the constable. The constable stated that Petitioner had been inside boxing items from the attic and that he told her to stop and unload the SUV. The constable stated that Petitioner then got into the SUV and left with her security guards.

When Applicant asked why the constable could not recover the property, the constable stated that he did not have authority to chase her.

This confirms that Petitioner personally removed property from the residence despite prior notice that her personal entry and direct property removal created unacceptable risk and were not permitted through any neutral process.

IX. ALL MY SONS, CONCEALED THIRD-PARTY PAYMENT, AND PETITIONER'S EFFORT TO KEEP HER NAME OFF THE MOVE

When Applicant returned to the residence, a 26-foot All My Sons moving truck was in front of the residence and unloading had begun. Applicant contacted the moving company manager and told him that the property on the truck was Applicant's property, that Applicant had a shoulder injury, and that Applicant needed assistance returning the property inside.

The manager stated that All My Sons had only been contracted to move items from the front lawn to the truck. When Applicant offered to modify the contract and ensure payment, the manager stated that he could not bill Petitioner because the card on file was not hers. He identified the cardholder as Merritt McClayton Rahilly, one of Petitioner's close friends in Chicago.

The manager also stated that Petitioner was explicit that she did not want her name associated with the move.

That fact is not neutral. It corroborates concealed third-party financing, identity concealment, and coordinated removal of Applicant's property through a third party. A 26-foot moving truck booked under Petitioner's close friend's name, combined with Petitioner's express instruction that her name not be associated with the move, confirms planning, concealment, and consciousness of wrongdoing.

X. THE PROPERTY WAS NEVER ABANDONED

The property was never abandoned. Applicant remained at or near the residence. A friend arrived shortly after Applicant returned to assist. Applicant worked through the night to recover and secure what remained.

A blue Lexus sports sedan repeatedly circled the residence during the recovery effort. Applicant's friend noticed the vehicle without prompting. Applicant has observed the same individual intermittently since these proceedings began in December 2024.

It took approximately 36 hours to bring the property back inside. By approximately 4:00 a.m., Applicant was physically exhausted and slept outside in a lawn chair to watch the property. At approximately 7:00 a.m., Applicant woke to the same blue Lexus stopped approximately 15 to 20 feet away, with the driver photographing Applicant through an open window using a DSLR camera.

This was continued surveillance during physical vulnerability, not ordinary neighborhood activity.

XI. BROADER FINANCIAL, LEASE, HEALTHCARE, AND LITIGATION CONTEXT

The April 16 event occurred after months of financial, resource, healthcare, and litigation obstruction.

This coordinated clean-out followed the illegal modification of a Texas state lease through a lease buyout modification that was concealed until Applicant showed contradictions that forced its disclosure during the October 31, 2025 hearing. Petitioner was listed on the lease application as the sole financial guarantor, and only her credit was evaluated for the lease.

Petitioner misrepresented the financial arrangements made with Applicant, produced misleading financial statements, and claimed destitution while Applicant was left with the entire financial burden of the marital residence during recovery from spinal surgery and without income.

Rent was either satisfied, or at least partially satisfied, through the forfeiture of Applicant's \$4,999 rent deposit by Petitioner without Applicant's knowledge or consent. That deposit was offered so the landlord would join a call with Petitioner, or with Ethan Scroggins on Petitioner's behalf, to hear an offer that would keep the landlord "out of the crossfire." Related correspondence misrepresented court findings, recast Petitioner as an innocent abused victim, and attempted to buy her name off a lease for which she was the sole financial guarantor.

This was the culmination of a four-month coordinated financial ambush designed to leave Applicant desperate, without income, cut off from marital assets, without practical means of survival, and without adequate access to counsel.

For 16 months, Applicant has fought for survival through more than 110 pleadings and thousands of pages while facing continuing financial, medical, and litigation obstruction. The damage now extends beyond the case itself. Applicant's parents are being forced to sell their retirement home after long-term care needs escalated for Applicant's father following approximately \$50,000 loaned to Applicant beginning in December 2024 to defend against Petitioner's false protective order application—an application Applicant warned 911 about seven days before it was filed.

Petitioner has stated that Applicant would never see inside her bank accounts and that he "will die trying" in connection with third-party subpoena rights.

XII. FIREARM ACQUISITION AND SAFETY RISK

Open records recently produced a police report confirming Petitioner's acquisition of a firearm. Petitioner stated that she needed the firearm in connection with a property dispute at Public Storage on the exact same date as the first bench trial in the 254th District Court. The report states that Petitioner was not licensed for that firearm.

The firearm issue is directly relevant to this request for protective relief and to the requested Rule 204 psychological examination. Petitioner's acquisition of a firearm in connection with a property dispute involving community assets, while simultaneously engaging in escalating property interference, false reporting, financial obstruction, litigation obstruction, and coordinated entry into the marital residence, presents a serious and immediate safety concern.

XIII. PETITIONER'S FINANCIAL CAPACITY AND THE INFERENCE CREATED BY THE SCALE OF THE OPERATION

Petitioner makes approximately \$1.5 million per year, averaging more than \$125,000 per month. This is not an ambiguous number and it is not speculation. Her compensation contract is highly detailed and itemized. It provides precise values and ranges for each compensation element, and her own handwritten notes corroborate those numbers.

Petitioner's time is valuable. Her decision to travel from San Antonio, arrive within minutes of Applicant's departure, coordinate multiple third-party resources, use security personnel, use an outdated license, disable surveillance, conceal the moving arrangement through a close friend's payment card, and personally participate in the removal of property confirms that the purpose was significant.

The reason was evidence, control, and destabilization.

XIV. CONCLUSION

April 16 was not a move. It was not an ordinary writ execution. It was not a normal property retrieval.

It was a coordinated entry, evidence seizure, property destruction event, and survival destabilization campaign.

Applicant had warned the family court repeatedly that Petitioner would use a manufactured eviction, forced absence, or controlled access to seize evidence, destroy property, restrict access to marital resources, and further destabilize him. That is exactly what occurred.

Within minutes of Applicant's compelled departure, Petitioner's security personnel entered, cameras were disabled, Petitioner arrived with outdated identification, property was separated and removed, litigation evidence was taken, critical survival items were removed or made inaccessible, and third-party resources were used to conceal Petitioner's role in the move.



APRIL 16TH / WRIT DESTRUCTION

High-value items were left in residence while other property was removed or destroyed, reflecting selective and non-standard handling.

Bazaar_ED3EFD84-CBAB9726BBCAC.JPEG



APRIL 16TH / WRIT DESTRUCTION

After providing an invalid ID, Petitioner took control of the property removal; including exclusive choice over everything she desired to keep, of what was disposed, and of what Respondent would be permitted to have after the writ concluded.

IMG_1859.jpg



APRIL 16TH / WRIT DESTRUCTION

Elliptical machine abandoned.

IMG_1896.jpg



APRIL 16TH / WRIT DESTRUCTION

Applicant's hand made sports coats & suits were found inside a wardrobe box with lawn tools and potted plants tossed on top of them. They were crumpled up in the bottom of the box, with the protective bag open or removed to expose those items to dirt, greaser,

IMG_1896.jpg of 19



APRIL 16TH / WRIT DESTRUCTION

Closet cleared of all items except Applicant's everyday clothing, which was left behind while other property was removed—depriving him of access to essential daily items. Suits were removed from garment bags, thrown into boxes, and covered with dirt from potted plants.

IMG_1937.jpg



APRIL 16TH / WRIT DESTRUCTION

Electronics and heavy items were placed into wardrobe boxes, creating excessive weight and foreseeable damage. Several wardrobe boxes appeared to be "loaded in place," with glass and breakable items at the bottom and heavier equipment stacked on top, mostly electronics. None of the wardrobe boxes were used for their intended purpose. Of the approximately 60 S/M/L boxes Respondent had purchased for moving, none were used. Those new boxes were instead thrown onto into the same mound as the bags full of the items they intended to preserve.

IMG_1873.jpg



APRIL 16TH / WRIT DESTRUCTION

Glassware, clothing, and household items commingled in trash bags and discarded in piles; fragile items broken.

A large pile in the front of the residence was over 5 ft tall, with significant property damage to the items on the bottom due to weight and the impact of the items tossed into the piles.

IMG_1884.jpg



APRIL 16 WRIT DESTRUCTION

APRIL 16 WRIT DESTRUCTION ALL MY SONS / THIRD-PARTY PAYMENT

When Applicant returned after the writ was stopped, a 26-foot "All My Sons" moving truck was unloading his property. Applicant spoke with the booking manager, who stated the movers were contracted only to move property from the lawn to the truck and could not bill Gwendolyn Ulijasz because they did not have her payment information. The booking manager identified the payment source as Merritt McClayton Rahilly, Gwendolyn's close friend, and stated that Gwendolyn was explicit that she did not want her name associated with the move in any way. This corroborates concealed third-party financing and coordinated removal of Applicant's property.

IMG_1882.jpg

Throughout every room of the house, everything was packed, with the exception of anything critical for day-to-day survival. Those items were identified as not needing packing. These included things such as Files, Passport, Clothes, Underwear, Socks, Shoes, Computer Monitor, Power and Data Cables for Computers all were to remain within the residence.

IMG_1882.jpg



My only pair of prescription glasses were destroyed and found in the trash. I have been unable to get replacements due to HSA access obstruction.

IMG_1938.jpg

APRIL 16TH / WRIT DESTRUCTION

It took approximately 36 hours to bring the property back inside. During that time, a blue Lexus sports sedan with no front plate repeatedly circled the residence. I slept outside for approximately four hours to watch the property and woke to the same driver photographing me beside the unmoved boxes and sofa. I have observed this individual intermittently since December 2024 and believe he is associated with Jetty Partners, a firm employed by my estranged spouse.

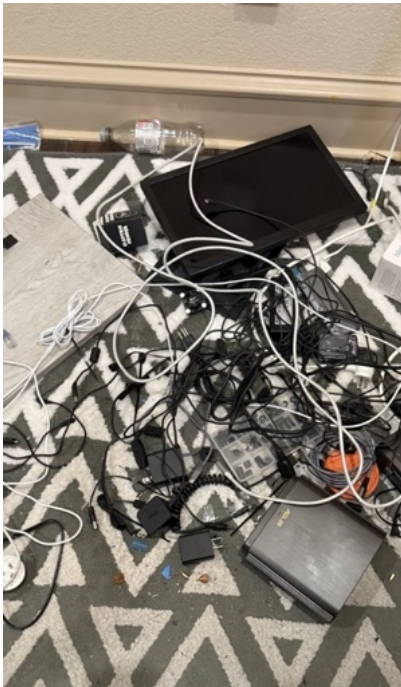


There was no attempt to unscrew anything from walls. Large holes were present where items were ripped off walls including security cameras where the only thing remaining was wires protruding from the wall where they once were. IMG_1935.2.jpg



APRIL 16 / WRIT AFTERMATH

The recovered bags contained unrelated property from multiple rooms mixed with trash, liquids, food, broken debris, electronics, legal papers, photographs, books, kitchen items, and bathroom items. The purchased S/M/L boxes were not used. Instead, wardrobe boxes were packed with non-wardrobe items after my clothing was identified to constables as property to remain in the residence. Fragile items were placed beneath heavy items, including large power supplies, crushing property below, including my great-grandmother's crystal. Several boxes exceeded their load capacity and could not be safely moved.



APRIL 16 / WRIT AFTERMATH

Power and data cables separated and left behind, rendering remaining equipment unusable and increasing restoration cost.

IMG_2078.jpg

IMG_2073.jpg



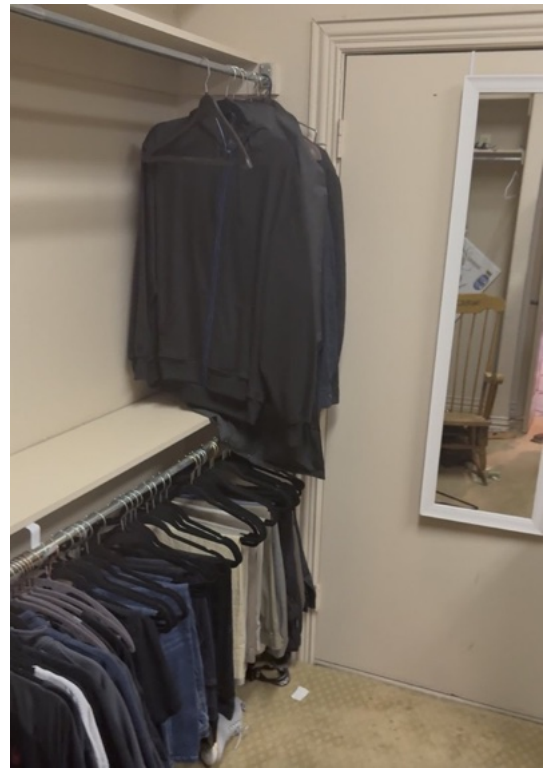
APRIL 16 / WRIT AFTERMATH

Items forcibly removed from walls without dismounting, causing obvious structural and property damage.

IMG_2070.jpg



APRIL 16 / WRIT AFTERMATH
Applicant's safe remained sitting on a closet shelf.
IMG_2197.jpg



APRIL 16 / WRIT AFTERMATH
Applicant's clothes were left in residence after completion of writ. The only clothes moved out were handmade blazers and suits found in bottom of wardrobe box with potted plants thrown on top of them, covering them in dirt and debris.

IMG_2198.jpg



APRIL 16 / WRIT AFTERMATH
Family Crystal & China Lost.
IMG_9471635E-B99D-43B8-8504-9E01D9209CFE.JPEG



APRIL 16 / WRIT AFTERMATH
File cabinet still in residence. Drawers remained full including Passport and Tax Info which would have been rendered unrecoverable.
IMG_D6A38F2B-2BA4-4DAD-A005-209B2EA207D8.JPEG



APRIL 16 / WRIT AFTERMATH
Shoe rack remained hanging inside closet. Desk with aftermarket 72" solid wood tabletop left in residence as well.

DJDESKWRIT.JPEG



APRIL 16 / WRIT AFTERMATH

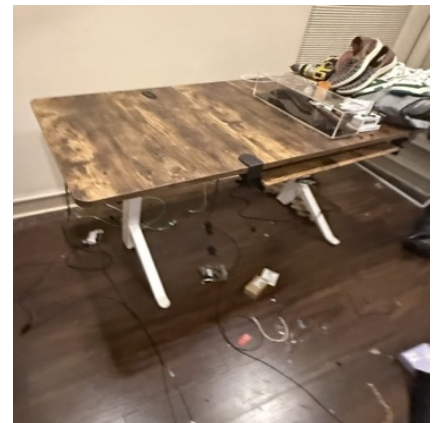
A Photograph taken shortly after our move when I began putting the studio together. Later additions included a dedicated M2 MacBook Pro, Pioneer CDJ3k & DJS1k, IK Multimedia ARC Studio Room Correction System, KRK S8 Subwoofer, Custom Marble Sub Platform on top of ISO Acoustics Sub Platform, (2) Panamax M4315PRO Power Conditioner's with BluBolt, OneAC CB115, Custom Grounding Cabling with Distribution Blocks & Cabling, and an ISO-Acoustics Subwoofer Platform Base among other



APRIL 16 / WRIT AFTERMATH

Cabling left disconnected and unusable following removal of associated equipment, evidencing disruption of functional systems.

WALLCABLE1.JPEG



APRIL 16 / WRIT AFTERMATH

Critical equipment removed; only disconnected cabling remains, evidencing selective removal and system disruption.

GUTTED2.JPEG

THEFT AND DESTRUCTION

PERSONAL PROPERTY AND LIVELIHOOD

The items depicted on these pages reflect property either removed from the residence or destroyed during the April 16, 2026, property seizure event. The KRK S8 subwoofer and ATTO ThunderLink adapter referenced herein were later recovered in non-functional condition and appear to have been electrically damaged or “fried.” All other items depicted in these photographs remain missing.

ATTO THUNDERLINK ADAPTOR (DESTROYED)



FOUND STRIPPED OF GPU



KRK S8 SUBWOOFER (DESTROYED)





Multiple GPU's, a Custom Configured Minisforum N5 Pro Network Attached Storage with Integrated AI Computer Running Ubuntu with an External eGPU RTX GeForce 4070 Ti Super OC via OcuLink, Running OpenClaw w/ a Host of Agents for Legal Document Creation, Multiple SSD's + Enclosures, 10G Fiber, Switch, & More...







PAST STALKING EFFORTS ELEVATED CONCERNS: AIRTAGS DISCOVERED ON RESPONDENT'S BELONGINGS AFTER MULTIPLE TRIPS TO THE MARITAL RESIDENCE ON PRIOR VISITS IN DECEMBER OF 2024

