

NO. DF-24-18010

IN THE MATTER OF	§	IN THE DISTRICT COURT
THE MARRIAGE OF	§	
	§	
GWENDOLYN ULIJASZ-MCKEMIE	§	254TH JUDICIAL DISTRICT
AND	§	
JASON MCKEMIE	§	DALLAS COUNTY, TEXAS

**PETITIONER’S AMENDED REQUEST FOR EMERGENCY EX PARTE
TEMPORARY RESTRAINING ORDER**

This *Amended Request for Emergency Ex Parte Temporary Restraining Order* is brought by Gwendolyn Ulijasz-McKemie, who shows in support:

1. *Request for Ex Parte Temporary Restraining Order*

Gwendolyn Ulijasz-McKemie requests the Court to dispense with the issuance of a bond and requests that Jason McKemie be temporarily restrained immediately, without hearing, after notice and hearing be temporarily enjoined, pending further order of this Court, from:

1. Intentionally communicating with Petitioner in person or in any other manner, including by telephone or another electronic voice transmission, video chat, in writing, or electronic messaging, by use of vulgar, profane, obscene, or indecent language or in a coarse or offensive manner, with intent to annoy or alarm Petitioner.
2. Threatening Petitioner in person or in any other manner, including by telephone or another electronic voice transmission, video chat, in writing, or electronic messaging, to take unlawful action against any person, intending by this action to annoy or alarm Petitioner.
3. Placing a telephone call, anonymously, at any unreasonable hour, in an offensive and repetitious manner, or without a legitimate purpose of communication with the intent to annoy or alarm Petitioner.
4. Intentionally, knowingly, or recklessly causing bodily injury to Petitioner.
5. Threatening Petitioner with imminent bodily injury.
6. Intentionally, knowingly, or recklessly destroying, removing, concealing, encumbering, transferring, or otherwise harming or reducing the value of the property of one or both of the parties with intent to obstruct the authority of the Court to order a division of the estate of the parties in a manner that the Court deems just and right, having due regard for the rights of each party.
7. Intentionally falsifying a writing or record, including an electronic record, relating to the property of either party.
8. Intentionally misrepresenting or refusing to disclose to Petitioner or to the Court, on proper request, the existence, amount, or location of any tangible or intellectual

- property of one or both of the parties, including electronically stored or recorded information.
9. Intentionally or knowingly damaging or destroying the tangible or intellectual property of one or both of the parties, including electronically stored or recorded information.
 10. Intentionally or knowingly tampering with or deleting the tangible or intellectual property of one or both of the parties, including electronically stored or recorded information, and causing pecuniary loss or substantial inconvenience to Petitioner.
 11. Selling, transferring, assigning, mortgaging, encumbering, or in any other manner alienating any of the property of one or both of the parties, whether personal property, real property, or intellectual property, and whether separate or community property, except as specifically authorized by order of this Court.
 12. Incurring any debt, other than legal expenses in connection with this suit, except as specifically authorized by order of this Court.
 13. Withdrawing money from any checking or savings account in any financial institution for any purpose, except as specifically authorized by order of this Court.
 14. Spending any money in either party's possession or subject to either party's control for any purpose, except as specifically authorized by order of this Court.
 15. Withdrawing or borrowing money in any manner for any purpose from any retirement, profit-sharing, pension, death, or other employee benefit plan, employee savings plan, individual retirement account, or Keogh account of either party, except as specifically authorized by order of this Court.
 16. Withdrawing, transferring, assigning, encumbering, selling, or in any other manner alienating any funds or assets held in any brokerage account, mutual fund account, or investment account by one or both parties, regardless of whether the funds or assets are community or separate property and whether the accounts are self-managed or managed by a third party, except as specifically authorized by order of this Court.
 17. Withdrawing or borrowing in any manner all or any part of the cash surrender value of any life insurance policy on the life of either party, except as specifically authorized by order of this Court.
 18. Entering any safe-deposit box in the name of or subject to the control of one or both of the parties, whether individually or jointly with others.
 19. Changing or in any manner altering the beneficiary designation on any life insurance policy on the life of either party.
 20. Canceling, altering, failing to renew or pay premiums on, or in any manner affecting the level of coverage that existed at the time this suit was filed of, any life, casualty, automobile, or health insurance policy insuring the parties' property or persons.
 21. Opening or diverting mail or e-mail or any other electronic communication addressed to Petitioner.
 22. Signing or endorsing Petitioner's name on any negotiable instrument, check, or draft, including a tax refund, insurance payment, and dividend, or attempting to negotiate any negotiable instrument payable to Petitioner without the personal signature of Petitioner.

23. Taking any action to terminate or limit credit or charge cards in the name of Petitioner.
24. Discontinuing or reducing the withholding for federal income taxes from either party's wages or salary.
25. Destroying, disposing of, or altering any financial records of the parties, including but not limited to a canceled check, deposit slip, and other records from a financial institution, a record of credit purchases or cash advances, a tax return, and a financial statement.
26. Destroying, disposing of, or altering any e-mail, text message, video message, or chat message or other electronic data or electronically stored information relevant to the subject matter of this case, whether stored on a hard drive, in a removable storage device, in cloud storage, or in another electronic storage medium.
27. Modifying, changing, or altering the native format or metadata of any electronic data or electronically stored information relevant to the subject matter of this case, whether stored on a hard drive, in a removable storage device, in cloud storage, or in another electronic storage medium.
28. Deleting any data or content from any social network profile used or created by either party.
29. Using any password or personal identification number to gain access to Petitioner's e-mail account, bank account, social media account, or any other electronic account.
30. Terminating or in any manner affecting the service of water, electricity, gas, telephone, cable television, or any other contractual service, including security, pest control, landscaping, or yard maintenance, at 5609 La Foy Blvd., Dallas, Texas 75209 or in any manner attempting to withdraw any deposits for service in connection with any of those services.
31. Excluding Petitioner from the use and enjoyment of the residence located at 5609 La Foy Blvd., Dallas, Texas 75209.
32. Entering, operating, or exercising control over any motor vehicle in the possession of Petitioner.
33. Tracking or monitoring personal property or a motor vehicle in the possession of a party, without that party's effective consent, including by—
 - a. using a tracking application on a personal electronic device in the possession of that party or using a tracking device; or
 - b. physically following that party or causing another to physically follow that party.
 - c. installing or using a spyware application including but not limited to Spyrix, Ksys Config, or any other such application to Petitioner's computers or any electronic devices
34. Disturbing the peace of another party.

Petitioner requests that Respondent be authorized only as follows:

1. To make expenditures and incur indebtedness for reasonable and necessary living expenses for food, clothing, shelter, transportation, and medical care.
2. To make expenditures and incur indebtedness for reasonable attorney's fees and

- expenses in connection with this suit.
3. To make withdrawals from accounts in financial institutions only for the purposes authorized by the Court's order.

2. *Request for Temporary Orders and Injunction*

Petitioner requests the Court, after notice and hearing, to dispense with the issuance of a bond, to make temporary orders and issue any appropriate temporary injunctions for the preservation of the property and protection of the parties as deemed necessary and equitable. Petitioner requests that the Court enjoin Respondent from the following:

1. Intentionally communicating with Petitioner in person or in any other manner, including by telephone or another electronic voice transmission, video chat, in writing, or electronic messaging, by use of vulgar, profane, obscene, or indecent language or in a coarse or offensive manner, with intent to annoy or alarm Petitioner.
2. Threatening Petitioner in person or in any other manner, including by telephone or another electronic voice transmission, video chat, in writing, or electronic messaging, to take unlawful action against any person, intending by this action to annoy or alarm Petitioner.
3. Placing a telephone call, anonymously, at any unreasonable hour, in an offensive and repetitious manner, or without a legitimate purpose of communication with the intent to annoy or alarm Petitioner.
4. Intentionally, knowingly, or recklessly causing bodily injury to Petitioner.
5. Threatening Petitioner with imminent bodily injury.
6. Intentionally, knowingly, or recklessly destroying, removing, concealing, encumbering, transferring, or otherwise harming or reducing the value of the property of one or both of the parties with intent to obstruct the authority of the Court to order a division of the estate of the parties in a manner that the Court deems just and right, having due regard for the rights of each party.
7. Intentionally falsifying a writing or record, including an electronic record, relating to the property of either party.
8. Intentionally misrepresenting or refusing to disclose to Petitioner or to the Court, on proper request, the existence, amount, or location of any tangible or intellectual property of one or both of the parties, including electronically stored or recorded information.
9. Intentionally or knowingly damaging or destroying the tangible or intellectual property of one or both of the parties, including electronically stored or recorded information.
10. Intentionally or knowingly tampering with the tangible or intellectual property of one or both of the parties, including electronically stored or recorded information, and causing pecuniary loss or substantial inconvenience to Petitioner.
11. Selling, transferring, assigning, mortgaging, encumbering, or in any other manner alienating any of the property of one or both of the parties, whether personal property, real property, or intellectual property, and whether separate or community property, except as specifically authorized by order of this Court.

12. Incurring any debt, other than legal expenses in connection with this suit, except as specifically authorized by order of this Court.
13. Withdrawing money from any checking or savings account in any financial institution for any purpose, except as specifically authorized by order of this Court.
14. Spending any money in either party's possession or subject to either party's control for any purpose, except as specifically authorized by order of this Court.
15. Withdrawing or borrowing money in any manner for any purpose from any retirement, profit-sharing, pension, death, or other employee benefit plan, employee savings plan, individual retirement account, or Keogh account of either party, except as specifically authorized by order of this Court.
16. Withdrawing, transferring, assigning, encumbering, selling, or in any other manner alienating any funds or assets held in any brokerage account, mutual fund account, or investment account by one or both parties, regardless of whether the funds or assets are community or separate property and whether the accounts are self-managed or managed by a third party, except as specifically authorized by order of this Court.
17. Withdrawing or borrowing in any manner all or any part of the cash surrender value of any life insurance policy on the life of either party except as specifically authorized by order of this Court.
18. Entering any safe-deposit box in the name of or subject to the control of one or both of the parties, whether individually or jointly with others.
19. Changing or in any manner altering the beneficiary designation on any life insurance policy on the life of either party.
20. Canceling, altering, failing to renew or pay premiums on, or in any manner affecting the level of coverage that existed at the time this suit was filed of, any life, casualty, automobile, or health insurance policy insuring the parties' property or persons.
21. Opening or diverting mail or e-mail or any other electronic communication addressed to Petitioner.
22. Signing or endorsing Petitioner's name on any negotiable instrument, check, or draft, including a tax refund, insurance payment, and dividend, or attempting to negotiate any negotiable instrument payable to Petitioner without the personal signature of Petitioner.
23. Taking any action to terminate or limit credit or charge cards in the name of Petitioner.
24. Discontinuing or reducing the withholding for federal income taxes from either party's wages or salary.
25. Destroying, disposing of, or altering any financial records of the parties, including but not limited to a canceled check, deposit slip, and other records from a financial institution, a record of credit purchases or cash advances, a tax return, and a financial statement.
26. Destroying, disposing of, or altering any e-mail, text message, video message, or chat message or other electronic data or electronically stored information relevant to the subject matter of this case, whether stored on a hard drive, in a removable storage device, in cloud storage, or in another electronic storage medium.

27. Modifying, changing, or altering the native format or metadata of any electronic data or electronically stored information relevant to the subject matter of this case, whether stored on a hard drive, in a removable storage device, in cloud storage, or in another electronic storage medium.
28. Deleting any data or content from any social network profile used or created by either party.
29. Using any password or personal identification number to gain access to Petitioner's e-mail account, bank account, social media account, or any other electronic account.
30. Terminating or in any manner affecting the service of water, electricity, gas, telephone, cable television, or any other contractual service, including security, pest control, landscaping, or yard maintenance, at 5609 La Foy Blvd., Dallas, Texas 75209 or in any manner attempting to withdraw any deposits for service in connection with any of those services.
31. Excluding Petitioner from the use and enjoyment of the residence located at 5609 La Foy Blvd., Dallas, Texas 75209.
32. Entering, operating, or exercising control over any motor vehicle in the possession of Petitioner.
33. Tracking or monitoring personal property or a motor vehicle in the possession of a party, without that party's effective consent, including by—
 - a. using a tracking application on a personal electronic device in the possession of that party or using a tracking device;
 - b. physically following that party or causing another to physically follow that party; or
 - c. installing or using a spyware application including but not limited to Spyrix, Ksys Config, or any other such application to Petitioner's computers or any electronic devices.
34. Disturbing the peace of another party.

As the basis for her extraordinary relief requested herein, Gwendolyn Ulijasz-McKemie shows the Court that before the filing of this Request Jason McKemie has engaged in the conduct the conduct set forth in the declaration attached as **Exhibit A**.

Based on that affidavit, Gwendolyn Ulijasz-McKemie requests the Court to grant the following relief:

Issue an order excluding Jason McKemie from the residence located at 5609 La Foy Blvd., Dallas, Texas 75209 during the time period of December 21ST at 9am to December 27TH at 9am.

A temporary restraining order is necessary because there is no adequate remedy at law and immediate and irreparable injury, loss, or damage will result if a temporary restraining order is not granted.

3. *Attorney's Fees, Expenses, Costs, and Interest*

It was necessary for Gwendolyn Ulijasz-McKemie to secure the services of Donna R. Tomlinson, a licensed attorney, to preserve and protect the community estate. Reasonable attorney fees, expenses, and costs associated with this prosecution of this pleading should be awarded to the attorney for Gwendolyn Ulijasz-McKemie, and a judgment should be rendered in favor of the attorney and against the Respondent and be ordered paid directly to the attorney for Gwendolyn Ulijasz-McKemie, who may enforce the judgment in the attorney's own name. Gwendolyn Ulijasz-McKemie requests postjudgment interest as allowed by law.

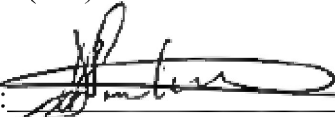
4. *Prayer*

Gwendolyn Ulijasz-McKemie prays that the Court grant a temporary restraining order restraining Jason McKemie in conformity with the allegations of this request, from the acts set forth above, and Gwendolyn Ulijasz-McKemie prays that, after notice and hearing, this temporary restraining order be made a temporary injunction.

Gwendolyn Ulijasz-McKemie prays for general relief.

Respectfully submitted,

HARGRAVE FAMILY LAW
4201 Spring Valley Road, Suite 1210
Dallas, Texas 75244
Tel: (214) 420-0100
Fax: (214) 420-0101

By: 

DONNA R. TOMLINSON
State Bar No. 24046868
donna@jhfamilylaw.com
Attorney for Gwendolyn Ulijasz-McKemie

NOTICE: THIS DOCUMENT CONTAINS SENSITIVE DATA

NO. DF-24-18010

**IN THE MATTER OF
THE MARRIAGE OF**

**GWENDOLYN ULIJASZ-MCKEMIE
AND
JASON MCKEMIE**

§
§
§
§
§
§

IN THE DISTRICT COURT

254TH JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

PETITIONER'S SUPPORTING DECLARATION

In accordance with Texas Civil Practice & Remedies Code § 132.001, the following unsworn declaration is made:

My name is Gwendolyn Uljasz-McKemie. My date of birth is May 27, 1978, and my address is 5609 La Foy Blvd., Dallas, Texas 75209. I am above the age of eighteen years, and I am fully competent to make this declaration.

I am the Petitioner in this case. The facts stated in this Declaration are within my personal knowledge and are true and correct.

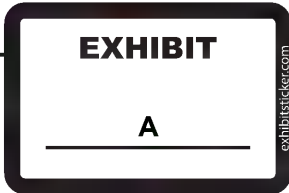
Jason McKemie is Respondent, and we were married on June 22, 2024.

I am in fear of Jason McKemie based on his manic behavior and drug use that have escalated over the past few months. Jason has become more verbally abusive, and his threatening behavior has escalated. As a result, I have left the marital home as I no longer feel safe in the same proximity with him.

Unbeknown to me during our courtship, Jason has been a consistent drug user and also has a neurological diagnosis that he has left untreated. On the morning of our wedding ceremony on June 22, 2024, I found out that Jason McKemie had been participating in daily drug use and had serious addiction issues. Jason admitted to me on the morning of our wedding, that this had been present in this life, had been ongoing, and gotten worse in the weeks prior to our wedding ceremony. Since that time to the present, Jason's behavior has evolved from what I would characterize as "unusual" in March/April of 2024, to "troubling" in the week leading up to the wedding, to "concerning" and then "frightening and aggressive" thereafter. His mania, stalking, and aggression is escalating and has peaked in the last two weeks.

During the time Jason lived in my home at 4223 Travis Street from August 2023 until March 2023, Jason's behavior was balanced, loving, and doting. While he stayed up late some nights, I recall that it was within reason. Jason had assured me that his previous drug use was in the past. This was important to me because I had not had a drink in almost ten years, did not use drugs, and I am still active and sponsored in Alcoholics Anonymous.

**PETITIONER'S SUPPORTING DECLARATION
MCKEMIE**



PAGE 1 OF 4

I had no knowledge that Jason was already a daily drug user when our wedding ceremony took place on June 22, 2024. I only saw that his behavior changed in the months leading up to the wedding. I attributed it to a few other significant stressors going on at that time. He had expressed stresses with his job over the 10 months prior to the wedding and he was frustrated. We also had to unexpectedly relocate on short notice (8 weeks notice) before our wedding. This was the result of a broken pipe that flooded that home. He was anxious and irritable, smoking more but I attributed it to the job, unexpected move and wedding planning.

On June 22nd we wed. I returned to work for a few days after my wedding but took time off on July 6th. During this time, I noticed that Jason's behavior was becoming more alarming, and I was concerned. He was keeping extremely late nights, would leave food all over the floor in the kitchen, would always seem to be losing his balance and was perspiring so much in his sleep that I would have to change the linens frequently. I noticed that Jason was taking about 8 different prescription medications daily. When I questioned him about this, his explanation was that the "meds hit him wrong." As things continued, I was concerned that he might be taking drugs and tried to confront him several times, but it ended in either dismissiveness or prolonged aggressive arguments.

In September Jason's verbal abuse became more frequent. He started calling me names regularly. I kept a running list because I knew that something was very wrong and getting worse. I had not seen or heard him behave abusively before. He repeatedly calls me a "bitch," "evil," "selfish," a "punisher," and a "liar," and "Satan." Several times he has call me a "cunt" or a "cuntbag." He walks around the house muttering some of this and also at night. In addition to the verbal abuse, Jason has also started to shop incessantly. He seems to have developed a shopping addiction as a part of his manic episodes.

On September 5, 2024, Jason woke me up at 3am in the bedroom. He was crying and yelling and walking in a small circle between my side of the bed and the dresser. He screamed that he "could not see." He said this over and over and was hysterical. Once I got him in bed, he told me he had bought GHB and had taken too much again. His drug use continues, and his manic episodes are becoming more frequent as a result.

He has fallen into a pattern of non-stop talking about anything that interests him for prolonged periods of time, and then regularly and viciously accusing me of not taking "30 seconds" for him to show me something because he is "not important and [I] hate him." Often it is centered around Elon Musk, technology, or what he has bought or plans to buy on Amazon. If I do not match his enthusiasm or if question the necessity of the purchases, he becomes agitated and will try again to engage me and explain. He will do it over and over and then gets highly agitated. This has become repeat behavior and has escalated to the point where I feel threatened, and I am afraid to physically move, for fear of it becoming physical. I cannot leave the room without having him follow me to continue to reengage and prove his point while he tells me that I am "Satan" and "evil."

I do not feel safe, I cannot exit these conversations without repercussions for not giving

him the attention he demands on his topic of choice when he demands it. This is a constant pattern in the home and escalates constantly. Not even when I try multiple times to excuse myself.

Jason has grown increasingly agitated and aggressive, particularly when I ask him about his drug use and his constant spending. He is having manic episodes, and I cannot reason with him at all.

Jason's manic behavior includes staying up most nights, active and walking around the house through all hours of the night. During that time, Jason rearranges items on the kitchen countertop, organizes cabinets, and does this over and over again. During this behavior, I am kept awake and unable to sleep. I am unable to stop this behavior without fear of physical reaction from Jason. This is not behavior that any functioning person can live with and maintain their health and a job.

Most recently, Jason's behavior has now become paranoid as well as threatening. On Thursday night, December 12, 2024, I returned from a business trip and found Jason angry. It felt different than other times in that he seemed to not be in control of himself. I was in my office sitting on the floor with open file medical files, situated between my desk and the filing cabinet toward the back of the room. My dog Katie was behind me in her bed. Unprovoked, he yelled for what I would estimate 35-40 minutes, accusing me of a myriad of things, red in the face, and pacing back and forth, and periodically name calling while he belittled me. Jason had made remarks that led me to believe that he was tracking me and that he had been keeping tabs on me in a way that was not comfortable. I realized I did not have access to the office door and decided to stay quiet and nod until it was over. I was very scared. I wanted to sleep in the office with my door locked but he insisted I go up to our bedroom.

After that episode I made a decision to leave the home. I no longer feel safe in the home, and I am unable to protect myself while he is there. In the morning, he did not approach me until I brought my suitcase downstairs. I went into my office to grab a last item before leaving, and he stood in my office doorway, barring the way out. He immediately became agitated. He started accusing me of irrational things, such as being ungrateful of the time he had spent choosing Christmas gifts. He became increasingly upset and I started to get scared. Like the night before, something felt different and more threatening. I managed to get out of the office. My goal was to get safely out of the house.

Upon careful inspection of my laptop, I found that a keystroke software program had been installed in early December on my Mac. Upon further review, I found that he had deleted the files from my computer that were important. More digging on my Mac showed that he had put an AirTag in my car, which he did early Friday morning when I could not find him in the house, and accidentally surprised him in the garage. It was clear to me that he was fiddling around with something in my car, which he never drives, and we never drive in together. He told me he was looking for "a cable."

Jason continues to intimidate and threaten me and has most recently informed me that

he will continue this behavior. On the evening of December 16, 2024, Jason sent a text that he would not allow me to have time on my own in the house. He stated that any entrance in our home would be monitored by him and his friends.

I am frightened enough that I am living out of a suitcase with nowhere to go. I am afraid and I believe that the escalation in name calling, increasingly aggressive and now threatening talk and stalking behaviors will become violent. I have now realized that Jason has been digitally stalking and tracking me, whether I am in the home or not. I am deeply concerned that despite my best efforts to remove spyware on my Mac and disconnect shared apps on my phone and similar items, he is unrelenting in his efforts to know my whereabouts and keep track of what I am up to.

The constant verbal abuse along with my fear of physical harm has resulted in me getting physically sick from lack of sleep and stress. Jason's constant manic behavior has caused me so much stress and fear that I am unable to function properly at work. I am afraid to go home, and I do not have friends or family to stay with and feel safe.

As of December 18, 2024, Petitioner is now aware that Respondent has removed documents from the computer which are necessary for her continued employment. Petitioner needs access to the home for a substantial amount of time, to regain possession of files and documentation required to respond to her job. Petitioner is asking for at least 72 hours to be able to access and utilize the necessary documentation to gather her possessions, her vehicle and her dog, Katie, so that she can seek temporary residence elsewhere. Petitioner has worked diligently to obtain a civil escort through law enforcement agencies and is unable to either get anyone or get any accompany for more than an hour. She has also been made aware that it will be for only one visit, and she has been made aware that she is unable to utilize law enforcement for multiple visits.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on December 20, 2024.

Gwendolyn Ulijasz-McKemie, Declarant

Automated Certificate of eService

This automated certificate of service was created by the e filing system. The filer served this document via email generated by the e filing system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Crystal Martinez on behalf of Donna Tomlinson

Bar No. 24046868

crystal@jhfamilylaw.com

Envelope ID: 95552363

Filing Code Description: AMENDED MOTION

Filing Description: APPLICATION FOR AMENDED TEMPORARY EX PARTE PROTECTIVE ORDER

Status as of 12/20/2024 2:10 PM CST

Associated Case Party: GWENDOLYN ULIJASZ MCKEMIE

Name	BarNumber	Email	TimestampSubmitted	Status
Donna Tomlinson		donna@jhfamilylaw.com	12/20/2024 12:19:08 PM	SENT
Crystal Martinez		crystal@jhfamilylaw.com	12/20/2024 12:19:08 PM	SENT

Associated Case Party: JASON MCKEMIE

Name	BarNumber	Email	TimestampSubmitted	Status
Brant M.Webb		firm@webbfamilylaw.com	12/20/2024 12:19:08 PM	SENT
Betty Villarreal		betty@webbfamilylaw.com	12/20/2024 12:19:08 PM	SENT