

**UNITED STATES DISTRICT COURT FOR THE NORTHERN
DISTRICT OF ILLINOIS EASTERN DIVISION**

BREWIS V. PETERSON, et al.

**FIRST AMENDED COMPLAINT AND DEMAND
FOR JURY TRIAL WITH PENDENT STATE
SUPPLEMENTAL JURISDICTION**

Case No. 1:25-cv-03513

Rebekah Katherine Brewis, Pro Se
August 14, 2025

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6 **UNITED STATES DISTRICT COURT FOR THE**
7 **NORTHERN DISTRICT OF ILLINOIS**
8 **EASTERN DIVISION**

10 REBEKAH KATHERINE BREWIS AKA
11 KARISSA KATHERINE BEACH, PRO SE

12 **PLAINTIFF**

13 vs.

14 AARON LEROY PETERSON, ALSO
15 KNOWN AS R.J. ELLIOT; PETERSON
16 FARMS FRESH, LLC; PETERSON FARMS,
17 INC.; RYCRE, LLC; NATHAN BROWN;
18 ANDREW TWYMAN; VICEROY HOTEL
19 MANAGEMENT, LLC; WILLIAM GRAHAM
20 RUMBLE; **DEFENDANTS.**

Case No. **1:25-cv-03513**

**FIRST AMENDED COMPLAINT AND
DEMAND FOR JURY TRIAL WITH
PENDENT STATE SUPPLEMENTAL
JURISDICTION**

21 **NOTICE: THIS LEGAL DOCUMENT CONTAINS SENSITIVE**
22 **CONTENT INCLUDING ALLEGATIONS OF SERIOUS CRIMINAL CONDUCT AND**
23 **SEXUAL OFFENSES.**

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28 FIRST AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL WITH PENDENT STATE
SUPPLEMENTAL JURISDICTION - 2 OF 188

I. JURISDICTION

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1. This Court has supplemental jurisdiction over the state law claims under 28 U.S.C. § 1367 as they relate to the federal claims. The United States District Court has jurisdiction over this action under the Racketeer Influenced and Corrupt Organizations (RICO) Act (18 U.S.C. § 1962) and 28 U.S.C. § 1331. Specifically, it has jurisdiction over sex trafficking claims, according to part of the same case controversy. Additionally, this Court has diversity jurisdiction under 28 U.S.C. § 1332, as the parties are citizens of different states, and the amount in controversy exceeds \$75,000, with the plaintiff experiencing property and monetary losses in the approximate amount of \$200,000 between March 2024 to present.

2. This Court has jurisdiction over this action pursuant to 18 U.S.C. § 1591 and § 1595 of the Trafficking Victims Protection Act ("TVPA"). The TVPA explicitly provides for civil remedies and preempts any conflicting forum selection clauses or contractual provisions, specifically authorizing private rights of action regardless of any purported contractual limitations. These provisions ensure victims can pursue justice in appropriate federal venues regardless of any attempted contractual restrictions by defendants.

2. This Court has jurisdiction over this action pursuant to 18 U.S.C. § 2255 (civil remedy for personal injuries) and the Clayton Act (15 U.S.C. § 15).

- 1 3. This Court has jurisdiction over this action pursuant to 18 U.S.C. § 1595, the
2 Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.)
3
- 4 4. This Court has jurisdiction over claims arising from interstate commerce and
5 trafficking, per Article III of the United States Constitution.
6
- 7 5. This Court has supplemental jurisdiction over the state law claims under 28 U.S.C. §
8 1367, as they relate to the federal claims and form part of the same case controversy.
9
- 10 6. This Court has personal jurisdiction over the defendants pursuant to Fed. R. Civ. P.
11 4(k), 735 ILCS 5/2-209(a)(1)-(2), (b)(4), and (c), as well as the Illinois long-arm
12 statute. The defendants have engaged in systematic and continuous contacts, such as
13 on February 26th-28th, 2024, in Chicago, IL, at the Viceroy Chicago located at 1118
14 N State Street, conducting business as an official for Peterson Farms Fresh, LLC.
15 Further, defendant A. Peterson purchased a 6-month Airbnb rental in Fox Lake, IL
16 then reneged on his contractual agreements and is being sued by plaintiff for unlawful
17 eviction under Illinois state fair housing laws. Additionally, they purchased over
18 \$4,000 in gifts for the plaintiff at the 900 North Michigan Shops luxury mall,
19 including black lambskin Louis Vuitton Sunset Flats from Louis Vuitton Chicago on
20 Michigan Avenue, costing approximately \$ 1,499.99 and a white gold commitment
21 ring with diamonds from David Yurman located at 919 Michigan Ave, Chicago, IL,
22 costing around \$2,000. These actions satisfy both general and specific jurisdiction
23 requirements. The venue is proper in this jurisdiction because the events giving rise to
24 25 26 27

1 the lawsuit occurred here. The defendants maintain substantial business operations and
2 contacts, having sufficient minimum contacts through their systematic and continuous
3 business activities, property ownership, and tortious conduct within this jurisdiction,
4 ensuring that the exercise of jurisdiction does not offend traditional notions of fair play
5 and substantial justice.
6

- 7
8 7. Venue is proper in this district under 28 U.S. Code § 1391(b) because a substantial
9 part of the events or omissions that give rise to the claims occurred in this district.
10

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13 **II. VERIFICATION**
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15 I, Rebekah Katherine Brewis, being first duly sworn and competent to testify,
16 declare under 28 U.S.C. Section 1746 (declarations under penalty of perjury) that I am
17 competent to testify in these matters and hereby declare under the penalty of perjury that
18 the statements made in this complaint are made in good faith based on beliefs formed
19 after reasonable inquiry and are true and correct to the best of my knowledge and belief.
20 The allegations contained herein are based on my personal knowledge and information
21 available to me.
22
23

24
25 *Executed under penalty of perjury on:* August 14, 2025, at 680 N Lake Shore
26 Drive, Suite 110 PMB1901, Chicago, IL 60611, Rebekah Katherine Brewis, Pro Se
27 *Rebekah Brewis, Pro Se*

1 Plaintiff, REBEKAH KATHERINE BREWIS, pro se ("Plaintiff" or "Brewis"), is
2 a protected person under various federal and state laws, and other applicable laws,
3 including but not limited to the Violence Against Women Act (VAWA) (18 U.S.C. §§
4 2265-2266; 42 U.S.C. § 13925), the Trafficking Victims Protection Act (TVPA) (18
5 U.S.C. § 1591; 18 U.S.C. § 1595), the Americans with Disabilities Act (ADA) (42 U.S.C.
6 § 12101 et seq.), the Fair Housing Act (FHA) (42 U.S.C. § 3601 et seq.), the Elliott-
7 Larsen Civil Rights Act (ELCRA) (MCL 37.2103), and the Illinois Human Rights Act
8 (IHRA) (775 ILCS 5). She files this verified Complaint against the defendants, including,
9 but not limited to, the following individuals and entities in their respective legal
10 capacities, using their full legal names without abbreviations.
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14 The following individuals and entities are named as defendants because of their
15 direct involvement in or facilitation of the alleged sexual assaults, trafficking,
16 harassment, cyberstalking, breach of contract, and related offenses:
17
18

19 III. PARTIES

- 20
21 8. Defendant *Aaron Leroy Peterson* ("A. Peterson") is a married male who resides at
22 16180 Highland Drive, Spring Lake, Michigan 49456, in Ottawa County, and is
23 subject to personal jurisdiction in this Court through his substantial contacts with this
24 district and the commission of tortious acts herein. On information and belief, at all
25 relevant times, Defendant A. Peterson owned and/or controlled PETERSON FARMS
26
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28 FRESH, LLC and PETERSON FARMS, INC; (all together, the "Peterson

1 Corporations”). Aaron Leroy Peterson (a. k. a. "R. J. Elliot") is alleged to have
2 committed multiple acts of sexual assault, sexual abuse, trafficking, breach of contract,
3 cyberstalking, sex discrimination, breach of duty, fraudulent misrepresentation, and
4 related criminal offenses against Plaintiff Rebekah Katherine Brewis in person from
5 November 2023 through the present, online, via text messages and email, and through
6 his subordinate employees and directors of associated companies and organizations of
7 Peterson Farms Fresh, LLC, continues to engage in cyberstalking activities, further
8 detailed in the factual allegations, to this day. Aaron Leroy Peterson is an individual
9 alleged to have neglected his supervisory duties as director of Peterson Farms Fresh,
10 LLC, and several related family-owned businesses that comprise Peterson Farms
11 Fresh, LLC. The facts of Peterson's ownership, executive positions, and controlling
12 interest in the Peterson Corporations provided him with institutional power, resources,
13 and authority which he exploited to commit unlawful sexual violence against Plaintiff
14 and subsequently used corporate resources, including legal counsel who work for or
15 are under direct control of Aaron Leroy Peterson, to cyberstalk, breach the identity of,
16 harass, intimidate, and coerce plaintiff Brewis into silence after the sexual assaults,
17 including through the weaponization of law firm, Varnum, LLP, exerting legal
18 intimidation threatening civil actions and criminal pursuit, and ongoing present day
19 breach of NDA agreements dated March 19th and 21st, 2024. Defendant A. Peterson is
20 also alleged to have violated and breached the NDA agreement between himself and
21 the plaintiff. Defendant A. Peterson is accused of unlawfully disseminating and
22 distributing the plaintiff's shared data without permission from the plaintiff, Brewis,
23 breaching the contested and legally questionable mutual NDA agreement, intentionally
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1 breaching plaintiff's identity to his family, friends, and work associates, endangering
2 plaintiff's welfare and causing Intentional Infliction of Emotional Distress (IIED)
3 creating fear and trepidation about being cyberstalked searching the plaintiff's
4 Facebook profile and social media. Peterson is accused of the unlawful dissemination
5 and distribution of the plaintiff's shared data without permission from plaintiff Brewis.
6

7
8 9. ***Peterson Farms Fresh, LLC*** (formerly Peterson Farms Fresh, Inc) is a domestic
9 business corporation that is incorporated in Michigan and, on information and belief,
10 now has its principal place of business at 3104 W. BASELINE ROAD, Shelby,
11 Michigan 49455. Defendant A. Peterson is listed as the manager in public filings, with
12 a listed mailing address of P.O. BOX 115, Shelby, MI 49455. On information and
13 belief, at all relevant times, Aaron L. Peterson owned and operated Peterson Farms
14 Fresh, LLC. On information and belief, Defendant A. Peterson used the Peterson
15 Farms Fresh, LLC brand, stature, and or their ownership and titles at Peterson Farms
16 Fresh, LLC to commit and perpetrate unlawful sexual violence, as well as “post-
17 relationship” cyberstalking against Plaintiff, described furthermore herein.
18
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21 10. ***Peterson Farms, Inc.*** is a domestic business corporation that is incorporated in
22 Michigan and, on information and belief, now has its principal place of business at
23 3104 W. BASELINE ROAD, Shelby, Michigan 49455. Defendant A. Peterson is
24 listed as the manager in public filings, as well as being President, Treasurer, Secretary
25 and Director, with a listed mailing address of P.O. BOX 115, Shelby, MI 49455. On
26 information and belief, at all relevant times, Aaron L. Peterson owned and operated
27

1 Peterson Farms, Inc. On information and belief, Defendant A. Peterson used the
2 Peterson Farms, Inc. brand, stature, and or their ownership and titles at Peterson
3 Farms, Inc. to commit and perpetrate unlawful sexual violence, as well as “post-
4 relationship” cyberstalking against Plaintiff, described furthermore herein.
5

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7 11. **Nathan Brown**, an individual and Director of RYCRE, LLC who is alleged to have
8 harassed and unlawfully evicted plaintiff from her 6-month reservation and lease at 1
9 Lakeside Lane, Fox Lake, IL through Airbnb hosting from March 1, 2024 through July
10 2024. Nathan Brown is a male who resides at, on information and belief, 1464 W.
11 WEBSTER AVENUE, CHICAGO, IL 60614. On information and belief, at all
12 relevant times, Defendant Brown co-owned and/or solely controlled RYCRE, LLC
13 under theories of direct liability and piercing the corporate veil due to his participation
14 in the unlawful acts alleged herein and use of the corporate form to perpetrate
15 violations of federal and state law. Nathan Brown is being sued in both his personal
16 and corporate capacities as manager of RYCRE, LLC. Nathan Brown is responsible
17 for unlawfully evicting plaintiff Brewis from her residence at 1 Lakeside Lane, Apt 5,
18 Fox Lake, IL, on or about mid-June 2024, in violation of the Illinois Forcible Entry
19 and Detainer Act (735 ILCS 5/9-101) and the Fair Housing Act's disability
20 discrimination provisions (42 U.S.C. § 3604).
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25 12. **Andrew Twyman**, an individual and former Director of RYCRE, LLC who is alleged
26 to have been liable for the harassment and unlawful eviction plaintiff from her 6
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1 month reservation and lease at 1 Lakeside Lane, Fox Lake, IL, through Airbnb
2 hosting, between the dates of March 1, 2024 through July 2024;

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5 13. ***RYCRE, LLC***; is a limited liability corporation incorporated in Illinois and, on
6 information and belief, now has its principal place of business at 1464 W. Webster
7 Avenue, Chicago, IL 60614. Defendant Nathan Brown and Andrew Twyman are listed
8 as managers and resident agents in public filings from the period when this complaint
9 originated in July 2024, with a listed mailing address of 1464 W. Webster Avenue,
10 Chicago, IL 60614. RYCRE LLC violated the ADA by illegally evicting the plaintiff
11 from her residence located at 1 Lakeside Lane, Apt 5, Fox Lake, IL 60611 in June
12 2024 through malicious self-help eviction practices, placing the plaintiff's health and
13 safety, along with her service animal Bellah, at excessive risk.
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17 14. ***Viceroy Hotel Management, LLC***, is an Illinois limited foreign liability company
18 incorporated in Delaware, with its principal place of business in Irving, Texas. It is
19 alleged to have neglected supervisory duties as the manager of the Viceroy Hotel and
20 to have aided in trafficking the plaintiff by failing to fulfill these duties at the hotel on
21 February 26-28, 2024, in Chicago, Illinois. This neglect allegedly caused personal
22 injury to the plaintiff by enabling defendant Peterson's fraudulent misrepresentations,
23 including directing hotel staff to identify plaintiff Brewis and specifically address her
24 as "Mrs. Peterson." This tactic was used as psychological manipulation to further
25 sexual exploitation of the plaintiff's naivete.
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1 15. **William Graham Rumble** is an individual and Manager of Viceroy Hotel
2 Management, LLC. It is alleged that the manager of the Viceroy Hotel neglected
3 supervisory duties and aided trafficking the plaintiff by failing to fulfill these duties at
4 the hotel on February 26-28, 2024, in Chicago, Illinois. This neglect of properly
5 identifying plaintiff Rebekah Katherine Brewis caused personal injury to the plaintiff
6 by enabling defendant Peterson’s fraudulent misrepresentations and subsequent sexual
7 assaults over 2 nights and 3 days, including, on information and belief, directing hotel
8 staff to identify plaintiff Brewis and specifically address her as “Mrs. Peterson”,
9 without verifying her identity using her Illinois license or US Passport. This tactic was
10 used as psychological manipulation to further sexual exploitation of the plaintiff’s
11 naivete, among other individuals and entities mentioned in the following paragraphs:
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- 14 • A comprehensive list of all known addresses for these parties will be attached as
15 **Exhibit: AAA**
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19 The Plaintiff brings this action against the named Defendants, ***both in their***
20 ***individual and official capacities***, and alleges as follows: (Named defendants on file with the
21 court will be used for service of process. If any addresses are unknown at this time, they will be
22 provided to the court as soon as they become available.)
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IV. INTRODUCTION

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3 16. Plaintiff Brewis is a qualified individual with disabilities as defined by the Americans
4 with Disabilities Act, 42 U.S.C. § 12102, experiencing substantial limitations in
5 multiple major life activities and requiring reasonable accommodations, which the
6 Defendants were aware of and deliberately exploited. These include, but are not
7 limited to, Ehler Danlos Syndrome, gender dysphoria, autism spectrum disorder, HIV,
8 Complex PTSD, and ADHD, all of which directly impacted the events described
9 herein. The plaintiff alleges a series of experiences involving the defendants that she
10 believes warrant legal review and constitute violations of her rights.
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14 17. Plaintiff Brewis was systematically exploited through Defendant A. Peterson's
15 calculated and deliberate targeting of her known disabilities and vulnerabilities, which
16 he was specifically aware of and used to his advantage. He exploited his access to the
17 plaintiff through financial coercion and fraudulent misrepresentation. These alleged
18 violations occurred from November 2023 to the present, initially involving only
19 defendant Aaron Peterson, CEO of Peterson Farms, LLC, and subsequently expanding
20 to include additional defendants, thus creating an ongoing legal controversy between
21 plaintiff Rebekah Brewis and the defendants collectively.
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23

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25 18. This action seeks compensatory and punitive damages arising from the defendants'
26 alleged pattern of misconduct from November 2023 to March 2025, including but not
27 limited to: sexual assault, specifically the incidents occurring on February 26-28,

1 2024, at the Viceroy Hotel in Chicago; February 20, 2024, at the defendant Airbnb's
2 location at 1556 Michigan St NE #4, Grand Rapids, MI 49503; online stalking via
3 Facebook from July 2024 to the present; coerced execution of an unconscionable NDA
4 on March 19- 21, 2024; breach of NDA contract from June 2024 to the present; and
5 attempted suppression of criminal evidence by A. Peterson, Peterson Farms Fresh,
6 LLC, and Varnum, LLP, on March 19-21, 2024, and again via attorney letter on June
7 25, 2024; fraudulent misrepresentation regarding the defendant's intent to divorce his
8 wife, Jennifer Lamb Peterson, in order to defraud plaintiff Brewis of her time,
9 business, bodily autonomy, and cause permanent loss and separation from her service
10 animals; intentional infliction of emotional distress from October 2023 to the present,
11 including but not limited to ignoring the plaintiff for five days following a humiliating
12 rape on March 6, 2024, and during the period from March 11 to March 16, 2024, when
13 the defendant purposefully socially isolated the plaintiff, who is autistic, and
14 traumatized by the defendant's actions into "freezing" due to the defendant's deliberate
15 tactics of sexually aggressive trauma bonding over a span of three months, knowing
16 she was so ill that she could not reach out to anyone else for help while living at 521
17 Miller Ave #211, Grand Haven, Michigan. "Just stopping talking to me and cutting me
18 off, when I didn't do anything to you to cause you harm, feels very strong and extreme
19 and is punitive in nature, " the plaintiff told defendant A. Peterson on Saturday, March
20 16, 2024, at 1:10 AM; violations of the ADA occurred when defendants Nathan
21 Brown, Andrew Twyman, RYCRE, LLC, A. Peterson, and Peterson Farms Fresh,
22 LLC evicted or caused the plaintiff to be trespassed from her housing due unlawful
23 disability discrimination, sex, sexual harassment to the active symptoms of her
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1 disabilities between March 27, 2024 to June 30, 2024. Defendant A. Peterson booked a
2 six-month lease at 1 Lakeside Lane, Fox Lake, IL 60020, a spacious waterfront three-
3 bedroom retreat Airbnb property, from March 27 to September 26, 2024, for
4 \$33,208.09, as indicated in an email receipt sent by Aaron Peterson (See, **Exhibit**
5 **AAF**).

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8 19. Additionally, defendants A. Peterson and Peterson Farms Fresh, LLC violated federal
9 and state human trafficking laws and the TVPRA by systematically grooming and
10 coercing the plaintiff into interstate travel for sexual exploitation, leveraging their
11 corporate resources and commercial activities through their family-owned company
12 and conglomerate of companies, specifically from October 2023 to March 2024, in
13 violation of the Trafficking Victims Protection Reauthorization Act (TVPRA), 18
14 U.S.C. § 1591 et seq.

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18 20. Defendant A. Peterson exploited his corporate authority as CEO, Founder, and
19 Chairman of Peterson's conglomerate of businesses, including but not limited to
20 Peterson Farms Fresh, LLC to perpetrate sexual assaults against Plaintiff, using his
21 institutional power and control over the company resources to facilitate these attacks.
22 He then used intimidation letters from his attorneys at Varnum, LLP, to compel
23 Plaintiff Brewis to remain silent in subsequent months and go into hiding, as he feared
24 having his true sexuality revealed to family, friends, and professional connections,
25 operating in a conservative business climate. Defendant A. Peterson disclosed to
26 plaintiff Brewis that, in business, he was a “Republican, but in social matters,
27

1 progressive," highlighting the apparent social complexities Peterson navigated to
2 fulfill his self-professed sexual needs.

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5 21. The facts of Peterson's ownership, executive positions, and controlling interest in the
6 Peterson Corporations as a business *ENTERPRISE* provided him with institutional
7 power, resources, and authority, which he exploited to commit unlawful sexual
8 violence, domestic violence, abuse, and discrimination against the Plaintiff. He
9 subsequently used corporate resources, including legal counsel and family members
10 who work for or fall directly under the control of Aaron Leroy Peterson, to cyberstalk,
11 breach the identity of, harass, intimidate, and coerce plaintiff Brewis into silence
12 following the sexual assaults.

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15 22. Coercive institutional control was employed through the weaponization of the law firm
16 Varnum, LLP, which exerted legal intimidation by threatening civil actions and
17 pursuing criminal charges in June 2024 via an email addressed to the plaintiff, Brewis,
18 alongside an ongoing breach of NDA agreements dated March 19 and 21, 2024. In
19 addition to these encounters, the plaintiff faced coercive sexual conduct from
20 defendant A. Peterson, which framed a pseudo-relationship aimed at isolating the
21 plaintiff and exerting control over her financial and housing circumstances, including
22 health and transportation. The defendant intruded on the plaintiff's privacy by
23 exploiting her disabilities and gathering her personal information and health data.
24 Peterson schemed deliberately and fraudulently to control, abuse sexually, and traffic
25 the plaintiff from Michigan to Illinois, where he abused her for two consecutive nights
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1 and over three days in Chicago, Illinois, at the Viceroy Hotel before subsequently
2 “discarding” the plaintiff following the negative outcome of his scheme, directly and
3 impactfully causing all the plaintiff’s significant losses.
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6 23. Peterson utilized company resources, including corporate counsel and financial
7 leverage, to conceal his criminal activities against plaintiff Brewis by coercing the
8 execution of an unconscionable NDA agreement designed to restrict the plaintiff’s
9 protected speech rights and legitimate business activities while using the threat of legal
10 action to maintain control over the plaintiff.
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13 24. Since this controversy has not undergone any legal review due to the defendants'
14 sabotage tactics, the plaintiff has been severely hindered in accessing the courts to
15 achieve justice and public recognition for the offenses committed against plaintiff
16 Brewis.
17

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19 25. Defendant A. Peterson's systematic and premeditated pattern of sexual assault, rape,
20 and coercive behaviors, executed through his position of authority and *leveraging* of
21 corporate resources, who engaged in these acts while married to Defendant Jennifer
22 Lamb Peterson, as evidenced by Defendant A. Peterson's text messages, directly
23 caused plaintiff’s severe emotional distress, as evidenced by subsequent psychological
24 evaluations. The coercive sexual interactions and trafficking of the plaintiff for sexual
25 gratification utilizing his company and resources led to a diagnosis of suicidality and
26
27 long-term mental health disability.
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2 26. Furthermore, the persistent harassment and assaults directly interfered with the
3 plaintiff's business operations, resulting in revenue losses for her drone and legal
4 consulting business, Aero Swift LLC, which can be traced to the emotional and
5 psychological trauma caused directly by the defendant's actions and or inactions.
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10 **V. FACTUAL ALLEGATIONS**

11
12 27. Plaintiff Brewis is defined as a "vulnerable adult" under Michigan law MCL 400.11(f)
13 and recognized as a "protected person" under the Michigan Social Welfare Act, the
14 Federal Trafficking Victims Protection Act (TVPA 18 USC § 1595), and belongs to
15 multiple protected classes under federal and state law. This includes gender identity
16 under the Elliot-Larsen Civil Rights Act of Michigan (MCL 37.2101 et seq.), Fair
17 Housing Act (42 U.S.C. § 3601 et seq.), and other applicable federal and state civil
18 rights laws. Plaintiff Brewis qualifies as a disabled individual protected by the ADA,
19 Section 504 (29 U.S.C. § 794) of the Rehabilitation Act, the Americans with
20 Disabilities Act Amendments Act (ADA), Section 1557 of the Affordable Care Act,
21 the Violence Against Women Act (VAWA), and the Illinois Human Rights Act, 775
22 ILCS 5/, holding psychiatric and clinical diagnoses of autism, intellectual disorder,
23 complex PTSD ("C-PTSD"), generalized anxiety, and severe ADHD, unspecified
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1 type. Additionally, the plaintiff is classified as a protected person under the recognized
2 classifications of HIV (diagnosed for 6 years) and Ehlers-Danlos Syndrome.

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5 28. Her mother abandoned Plaintiff Brewis at the age of 3 years old. She was severely
6 physically abused as a child growing up by her father, primarily due to being an
7 intersexed woman unsuitably designated as being socialized as an effeminate male
8 growing up (while as an adult, plaintiff though female-identifying, considers herself
9 sometimes androgynous (is mainly referred to as, “she/her,” and “they/them,” and as a
10 “masculine female” in gender identity). Plaintiff had a father who was a hard-nosed
11 Marine and Vietnam veteran, raising her solely after being abandoned by her mother at
12 the age of 3 years old and separated from her brothers and sisters.

13
14
15 29. Plaintiff Brewis has been on Social Security disability for her mental health disabilities
16 for over 6 years continuously from 2011-2017 and has been institutionalized at the
17 Oregon State Hospital in Salem, Oregon, for over 18 months due to being found
18 “GEI” (guilty except by insanity) in 2011. During her legal commitment, plaintiff
19 Brewis underwent months of psychiatric and counseling treatment for her conditions,
20 which include Gender Dysphoria, complex PTSD, ADHD, and autistic behavioral
21 support, with 1:1 monitoring by staff 24 hours to support plaintiff Brewis. When
22 released from OSH in 2012, the plaintiff was financially supported by the SSI
23 disability program and received monthly payments of SSI for over 6 years, beginning
24 with the date of application filed in 2011.

1 30. Before plaintiff Brewis first met defendant A. Peterson on November 6, 2023, 6
2 months after becoming an inpatient for mental health treatment, addressing her severe
3 mental health needs at the Michigan Center for Traumatic Stress, beginning July 17,
4 2023, in St. Clair Shores, MI. Plaintiff Brewis regularly attended her sessions of
5 treatment every 2 weeks in person at the clinic in a supervised professional setting and
6 with a trained trauma therapist specializing in trauma therapy for LGBTQ individuals.
7

8
9 31. The plaintiff's critical mental health treatment was terminated on November 28, 2023,
10 after 11 consecutive 1-hour psychotherapy visits with Tyler Moreno, LLMSW,
11 disrupting her established therapeutic care. The plaintiff met Defendant A. Peterson
12 just 22 days before this treatment disruption, demonstrating the timing of the
13 defendant's predatory behavior targeting a vulnerable individual receiving mental
14 health care.
15

16
17 32. Under the fraudulent guise of a purported "legal consultation," constituting a clear
18 pattern of force, fraud and coercion under 18 U.S.C. § 1591, which was a pretext for
19 commercial sexual exploitation, Defendant Aaron Leroy Peterson and Peterson
20 Brands, LLC initiated contact with Plaintiff Brewis for a "legal consultation", which
21 quickly became commercial sex arrangements on November 5th, 2023. Defendant
22 Peterson arranged to see plaintiff Brewis on November 6th, 2023, at the Woodspring
23 Suites, 3090 Lake Eastbrook Blvd SE, Room #105, in Kentwood, MI, for \$1,000. The
24 defendant left the plaintiff a \$200 deposit via Cash App on November 5, 2023, stating,
25 "For: Can't wait, kisses".
26
27

1
2 33. After this incident, plaintiff Brewis was referred to a higher level of care to stabilize
3 from her severe mental health symptoms that were reported post-abuse by the plaintiff
4 to her therapist caused by defendant Peterson. Plaintiff Brewis reported to Defendant
5 Peterson about her physical strain and injuries being bed-ridden for 3 days from the
6 November 6th, 2023 sexual encounter with him.
7

8
9 34. Defendant A. Peterson provided false information to the plaintiff during her safety and
10 identity background checks plaintiff employs in her professional work and dating life
11 by practice, demonstrating premeditation and intent to deceive. Defendant Peterson
12 supplied her with the defendant's license to his first wife Jenny Peterson's permanent
13 residential address of 320 Circle Dr, North Muskegon, MI 49445-2712, making legal
14 process difficult in case defendant had caused plaintiff personal injury during their
15 private work "consulting visit" between plaintiff Brewis, defendant Aaron Peterson,
16 and defendant Peterson Farms, LLC.
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19
20 35. In the first meeting alone, the plaintiff was subjected to severe physical assault and
21 battery under the fraudulent pretense of a "consulting session," making the plaintiff
22 bedridden for 3 days straight. The plaintiff was so emotionally and physically fatigued
23 that she could not take her service animals out on the first day, and it took her at least
24 2 days to recover full mobility due to the defendants' steroid-enhanced body mass and
25 a high degree of sexual aggression in manhandling the plaintiff.
26
27

1 36. From November 2023 to February 2024, Defendant A. Peterson and Peterson Brands,
2 LLC, engaged in the sex trafficking of Plaintiff through a systematic and continuous
3 pattern of force, fraud, and coercion, in violation of the Trafficking Victims Protection
4 Act (TVPA)(18 U.S.C. § 1595), including but not limited to financial control,
5 psychological manipulation, fraudulent misrepresentation of actively divorcing his
6 wife and committing to the plaintiff in an “exclusive relationship,” and exploitation of
7 plaintiff’s known and documented disabilities by financing co-signed transportation as
8 a means of control and to lure Plaintiff across state lines for commercial sexual
9 exploitation in violation of 18 U.S.C. § 1591, while knowing that force, threats of
10 force, fraud, or coercion would be used to cause Plaintiff to engage in commercial sex
11 acts.
12
13

14
15 37. Plaintiff Brewis suffered sexual abuse and exploitation by Defendant A. Peterson for
16 4 months and then was further neglected and then “discarded” post-relationship in
17 violation of the Plaintiff’s and defendant’s signed mutual NDA contract dated March
18 19, 2024, as drafted by the defendant’s attorney, Jacob Droppers of Varnum LLP.
19
20

21 38. Plaintiff Brewis was compelled to sign the above-mentioned mutual NDA under
22 extreme duress and coercion 14 days following a malicious and forced rape on March
23 6th, 2024, while residing at 521 Miller Ave #211, Grand Haven, IL, Airbnb while
24 suffering from diagnosed mental disabilities and under the influence of prescribed
25 medications, alcohol, medical marijuana, and coercion post-sexual assault on March 6,
26
27

1 2024 in Grand Haven, Michigan, that materially impaired her capacity to contract,
2 rendering the agreement void ab initio under both state and federal law.
3

4
5 39. Plaintiff Brewis could not contract due to diagnosed mental disabilities Autism
6 Spectrum Disorder, ADHD, and Complex PTSD, combined with the influence of
7 alcohol and prescribed medications including Adderall, Trazodone, Wellbutrin,
8 Prozac, as well as copious amounts of medical grade marijuana, CBD pills, and
9 coercion post-sexual assault on March 6, 2024 in Grand Haven, Michigan,
10 substantially impairing her ability to understand the nature and consequences of the
11 agreement rendering the agreement void ab initio. This establishes multiple grounds
12 for lack of capacity to contract: (1) diagnosed mental disabilities, (2) influence of
13 prescribed medications, (3) influence of alcohol, and (4) marijuana use.
14

15
16 40. The plaintiff sought legal representation from her past college professor, Sheldon Kay,
17 Attorney at Law, an instructor and entertainment industry attorney who teaches
18 business law at Oakland Community College. Still, defendants got in the way of
19 plaintiff attaining legal support to review the NDA due to their undue and weighty
20 influence and coercive control over Brewis, who was “kept” at defendant Peterson’s
21 and defendant Peterson Farms Fresh, LLC’s “Airbnb for Work” reservation program
22 at 521 Miller Ave #311, Grand Haven, MI, where she was last raped on March 6th,
23 2024, and stalked thereafter and sexually harassed for more sex post relationship
24 March 2024, including on plaintiff’s Birthday on the night of March 20th, 2024 after
25 taking plaintiff to the bar to try intoxicating her for sexual gain and attempting to
26
27

1 seduce her during the date, touching her and kissing her on the lips multiple times, the
2 very night after the NDA was initially executed signed by both parties of March 19th
3 (which was then amended on March 21st, 2025). Plaintiff was hung over on the 21st
4 after drinking 2 drinks bought and paid for from Peterson's planned date at the bar
5 from the night before. Peterson's attempts to continue a sexual relationship as a
6 "friend" manipulatively, even post NDA, belied his intentions of "preserving his
7 marriage and abstaining from sexual intimacy", but the label of the relationship *type*
8 between the parties and renewed terms he attempted to coerce her with through the
9 NDA and seduction.
10
11

12
13 41. During defendant A. Peterson's date for the plaintiff's birthday, A. Peterson
14 kissed the plaintiff multiple times before and after, to the plaintiff's shock and
15 confusion, stating that they would be "kissing friends," rubbing the back of the
16 plaintiff to try to calm her during the drinks they had at the bar, reconditioning her
17 again for inexcusable behavior and abusive treatment. The defendant also attempted to
18 set up an intimate date with the plaintiff for the following Thursday. The next day,
19 after being presented with NDA for signing, plaintiff Brewis approached A. Peterson
20 and asked him to reconsider the NDA agreement more fairly, taking into consideration
21 Ms. Brewis' long-term care needs and in light of her disabilities and personal injuries
22 sustained in their interactions, leaving the terms of the NDA agreement in direct
23 dispute, especially since signed under duress, coercively, and lacking proper capacity
24 to contract. Plaintiff read the NDA before signing it but did not comprehend it's legal
25 meaning, nor with the terms of it. In addition, plaintiff Brewis because of her
26
27

1 disabilities should have been placed under a conservatorship due to her multiple
2 mental health disabilities.

3
4
5 42. On March 6th, 2024, plaintiff Brewis was pinned and restricted from her movement on
6 the bed after being pressured by defendant A. Peterson to go into the bedroom.

7 Plaintiff Brewis did not want to have sex with the defendant Peterson until they talked
8 in person, since he was not directly answering a few of her questions related to him
9 having sex with his wife. When he got there, he pressured her into the bedroom to
10 avoid the conversation and pushed plaintiff towards the bed and began undressing.
11

12
13 43. Once there and pressured to undress, the plaintiff hesitated and tried to get up quickly
14 to go to the bathroom and was restricted and held down from leaving the bed while
15 saying simultaneously, “We are both adults, aren’t we?” Plaintiff was then violated
16 sexually by the defendant, forcing her to have sex without having cleaned her anus,
17 and there were feces all over the bed and over the defendant in the end. Plaintiff
18 Brewis was raped and degraded, and humiliated by the experience of being covered in
19 fecal matter, which was all over the plaintiff and the bedding of the bed. The intensity
20 and shock of the encounter emotionally overrode any realized understanding of the
21 assault, as if the plaintiff were being “punished.” The plaintiff was shocked by the
22 intensity of what happened; during the encounter, the defendant looked straight into
23 the eyes of the plaintiff and smirked while aggressively thrusting into her, pulling her
24 around to see her scared reaction—defendant A. Peterson looked as if he were not
25
26
27

1 there, distant and staring straight through the plaintiff, which further frightened the
2 plaintiff.

3
4
5 44. Plaintiff Brewis could not handle overexposure to defendant A. Peterson and knew
6 that because of the extent of the abuse she had endured from defendant A. Peterson,
7 she would need even more time to be alone, away from him or anyone else, for a long
8 time and focus on her healing and going through career retraining as she was in at
9 Oakland Community College (See **EXHIBIT: AAH**) to earn her Associates degree in
10 Business Management. The plaintiff specifically asked and stated:
11

12
13 45. "I am asking you for this agreement then, please, for consideration. I would like
14 another \$100,000 to help me find my very place to own long-term, dedicate myself to
15 career retraining, and to extend my period of self-reliance to grow even further. I
16 would accelerate leaving Grand Haven within a week or 2 maximum, so you cancel
17 the other 2 months Airbnb here in time since it's within 30 days. I'd even agree to
18 leaving the region and likely leaving for another state like Illinois or California. I will
19 also sign a release of liability for any potential claims. I will stop any relationship
20 attempts and maintain boundaries physically and emotionally. I would like to remain
21 friends some but I need to also withdraw some to allow myself to calibrate. I'd close
22 off all matters in the area including gym memberships and PO boxes, etc. I really feel
23 that having that much more would help me to permanently set myself on a trajectory
24 that can't be disturbed by time and circumstances, given my past history and home
25
26
27

1 owning/renting challenges. Ending what I perceived was a long term relationship is a
2 lot easier on you in the short and long term than it will be for me long term.”
3

4
5 46. Plaintiff Brewis continued: “I'm giving up a major dream, love, now living in an area
6 I've come to love, and I was seduced to attain a degree of emotional vulnerability that
7 was violated and turned on its head overnight and after buying me all these rings and
8 jewelry along with literally giving up my service animals as a sacrifice so I wouldn't
9 lose you over them, which was my fear. You had me getting my passport because I
10 thought we'd be flying to other countries, and that was our plan. That you were
11 divorcing her, it goes on and on. You said we were in a committed relationship also
12 and abandoned me when I needed you most after about 3 months and multiple raw
13 encounters, and while fucking her the whole time after all!”
14

15
16
17 47. Defendant A. Peterson callously stated: “You seduced yourself into that dream. You
18 threw a hissy fit to get that ring. You chose to get a passport (that I paid for), it goes on
19 and on. What did you think that NDA was for? We already negotiated an end to the
20 relationship.”
21

22
23 48. Plaintiff declared via messages, “That was not my perception of that event”, shedding
24 doubt on her understanding of the NDA.
25

26 49. On March 21st, 2024, at 2:10-2:12 pm, plaintiff messaged defendant A. Peterson: “I
27 hate you for basically raping me, faking you were someone to get access to my body.
28

1 Then blame me for it by wanting a ring. I didn't ask for the Chicago ring, and you
2 already had one ordered.”

3
4
5 50. The plaintiff’s complete psychiatric support was estranged immediately due to the
6 degree of trauma and isolation bred by the defendant after the discard of the plaintiff in
7 March post-rape on March 6th, 2024, in Grand Haven, MI, in Ottawa County, which
8 occurred at an Airbnb residence at 521 Miller Ave, Room 211, Grand Haven, MI,
9 controlled by defendant A. Peterson and Peterson Brands, LLC via “Airbnb for Work”
10 program.

11
12
13 51. The plaintiff was not only "trauma bonded" with defendant A. Peterson due to the
14 sexual assaults against the Plaintiff but was also subjected to coercive control through
15 both psychological manipulation and economic dependency, specifically through
16 housing controlled and paid for by defendant Aaron Peterson and Peterson Farms
17 Fresh, LLC, along with transportation, who co-signed on a car for the plaintiff.
18 However, he is a multimillionaire who could have paid it off immediately, thus
19 purposefully creating a dependency and subsequently co-owned a vehicle, exerting
20 coercive control over the plaintiff’s property using his corporate resources.

21
22
23
24 52. Defendant Peterson identified the plaintiff as a "legal consultant" to Airbnb, which did
25 not accurately reflect the nature of the arrangement. The housing was managed, paid
26 for, and controlled by defendant Aaron Peterson and Peterson Farms Fresh, LLC
27 through the Peterson Farms work account, where Aaron Peterson conveyed to Airbnb

1 that plaintiff Brewis was his employed "legal consultant". In actuality plaintiff was
2 actively coerced into sexual servitude through defendant A. Peterson's coercive
3 control.
4

5
6 53. This housing control scheme constituted a means of coercion and control prohibited
7 under 18 U.S.C. § 1591, and constituted a form of forced labor and human trafficking
8 as defined by federal law, including violations of the Trafficking Victims Protection
9 Act and created conditions of forced labor and debt bondage as defined by 22 U.S.C. §
10 7102, in violation of the Michigan Elliott-Larsen Civil Rights Act MCL 37.2103,
11 which prohibits discrimination against transgender people in housing per Michigan
12 state's Elliott-Larsen Civil Rights Act MCL 37.2103(k)(i)(iii): "***Discrimination***
13 ***because of sex includes sexual harassment.*** Sexual harassment means unwelcome
14 sexual advances, requests for sexual favors, and other verbal or physical conduct or
15 communication of a sexual nature under the following conditions: (i) Submission to
16 the conduct or communication is made a term or condition either explicitly or
17 implicitly to obtain employment, public accommodations or public services,
18 education, or housing. (iii) The conduct or communication has the purpose or effect of
19 substantially interfering with an individual's employment, public accommodations or
20 public services, education, housing, or creating an intimidating, hostile, or offensive
21 employment, public accommodations, public services, educational, or housing
22 environment."
23
24
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1 54. Plaintiff Brewis was solicited for “free housing” by defendant A. Peterson on Friday,
2 January 19, 2024, at 2:22 PM. At that time, Peterson asked the plaintiff, “Okay...would
3 you like me to find you an apartment?”
4

5
6 55. On Friday, Jan 19, 2024, 3:08 PM, defendant A. Peterson messaged plaintiff Brewis,
7 “When you get settled in and relaxed a bit, take a look at this one. Multiple units open
8 and all kind of lease length options: <https://www.renewwoodlandranch.com/>”
9

10
11 56. Plaintiff Brewis was shocked to be offered an apartment, something nobody else had
12 ever offered her before, but was also afraid it was a trap, not knowing who owned
13 Renew Woodland Ranch, why she was suggested to live there out of anywhere else,
14 and unsure of what his terms were for offering housing assistance.
15

16
17 57. Defendant A. Peterson systematically sought to establish control over the plaintiff's
18 basic needs, including both housing and transportation. On Sunday, January 21, 2024,
19 at 3:03 PM, the defendant offered to co-sign for the plaintiff's vehicle, stating, "Now
20 I'm curious what the price would have been with a co-signer. Let me know the next
21 time you find one, and we'll add my information". This offer was made without the
22 plaintiff's request and represented an attempt to create financial dependency.
23

24
25 58. Defendant A. Peterson did not ask plaintiff Brewis to allow him to put his information
26 in her Carvana car order and privately became concerned that Aaron Peterson would
27 use the cosign as a way to get her to conform her behavior to his sexual requirements,
28

1 which disturbed the plaintiff, seeing this as a realized an emerging pattern of coercion,
2 dominance, and control, but plaintiff Brewis felt helpless in her situation. Plaintiff
3 tried figuring out ways to get out of a cosigned car arrangement with defendant while
4 still being able to get and keep her car permanently in case defendant interfered and
5 tried to take it back, losing her freedom of movement.
6

7
8 59. Defendant A. Peterson “invested” in plaintiff Brewis in direct proportion to the degree
9 to which the plaintiff gave up any control sexually or in any form area of her life,
10 creating a dependency of learned helplessness and an expectation of easily accessible
11 sex through financial exploitation and housing and transportation access control.
12

13
14 60. On January 26, 2024, defendant Peterson requested to book housing for plaintiff
15 Brewis via defendant Airbnb, using A. Peterson’s “Airbnb for Work” account of
16 defendant Peterson Farms Fresh, Inc. and using the @petersonfarmsinc.com domain.
17

18
19 61. Defendant A. Peterson booked a 6-month reservation for plaintiff Brewis in Grand
20 Rapids, Michigan, at Cityscape, located at 1556 Michigan St NE #4, Grand Rapids,
21 MI 49503, via Airbnb for \$12,186. From January 24th, 2024, to July 31, 2024. This
22 reservation was closed by March 1, 2024 approximately when defendant Peterson
23 moved plaintiff to another Airbnb condominium in Grand Haven, Michigan, which she
24 again had to leave by April 1, 2024 approximately.
25
26
27

1 62. Plaintiff Brewis messaged defendant A. Peterson on Tuesday, Jan 30, 2024 12:16 PM:

2 “Hey I've been pulling off the impossible and consistently for the last two months I
3 need a little bit of a break! The last two weeks have been completely awesome but also
4 on the other Spectrum complete freaking hell for what I've been through and I'd like to
5 socialize and talk, not just have a sexual relationship that's one dimension, meaning
6 treating me right publicly and socially too, I have complete trauma for the last 2 years
7 that s*** happening me consistently people not train me right and acting with shame
8 and hiding me and not taking me places and I am tired of that FYI...”
9

10
11
12 63. The plaintiff was emotionally exhausted and drained from her expectations of

13 “serving” defendant A. Peterson, being on call at the defendant's beck and pleasure,
14 and at the defendant's scheduling discretion, without being asked what times would be
15 suitable for her, and without the ability to say no to sex with defendant Peterson
16 without fear of negative consequences, in the dynamics of his coercive control. The
17 plaintiff was fatigued, crying often, and in emotional turmoil due to her scripted life
18 being controlled by the defendant without any objective evidence of a relationship
19 occurring, which confused the plaintiff greatly and hurt her profoundly and more
20 impacting than the average citizen person or woman would be traumatized by such
21 arrangements as an autistic woman with mental health disabilities.
22
23

24
25 64. Defendant still insisted on seeing plaintiff Brewis, and when defendant Aaron Peterson

26 arrived at the plaintiff's and defendant's Airbnb condo, 1556 Michigan St NE #4,

27 Grand Rapids, MI 49503 located at was visibly upset and emotional, depressed, and
28

1 unkept secondary to great psychological distress, including flashbacks and
2 dissociation. Defendant Peterson was *entrapping* plaintiff and sexually pressured
3 plaintiff to perform as if a commercial sex worker.
4

5
6 65. Plaintiff Brewis messaged defendant A. Peterson on Tuesday, Jan 30, 2024, 3:54 PM:

7 “My clinical psychologist told me about 10 years ago that I was a psychological age
8 emotionally of about a 12-year-old to 14 FYI - that's why I was shocked when you
9 said that to me last week about being 14 like, though my intellectual age is 3 years
10 ahead, about.”
11

12
13 66. Peterson Farms Fresh, LLC, Peterson Brands, LLC, and their affiliated entities
14 (collectively "Corporate Defendants"), through their officers and directors, knew or
15 recklessly disregarded and failed to exercise their oversight responsibilities and
16 consciously disregarded their fiduciary and statutory duties to implement reasonable
17 monitoring, supervision and compliance programs required by industry standards,
18 federal trafficking laws, and applicable state laws governing corporate oversight,
19 enabled and facilitated Defendant Peterson's use of corporate resources and position as
20 CEO to engage in sex trafficking and sexual misconduct, thereby making the
21 companies directly liable for damages under respondeat superior doctrine and
22 vicarious liability principles.
23
24

25
26 67. Peterson’s Corporations enterprise further enabled defendant A. Peterson to commit
27 the crimes by actively placing, maintaining, and/or employing A. Peterson in positions
28

1 of power and authority, even though they knew and/or should have known that
2 defendant A. Peterson had a widespread and well-known practice of committing
3 sexual impropriety and having not only extramarital affairs but also frequenting
4 escorts for prostitution. Partners and legal associates employed at the law firm of
5 Varnum, LLP, who had both ethical and legal duties under corporate governance
6 standards to report misconduct to Peterson Brands' Board of Directors, failed to fulfill
7 these duties and proactively concealed defendant's activities rather than report them to
8 Peterson Farms, Inc. and Peterson Farms Fresh, LLC board members.
9
10
11

12 68. Autism is defined as persistent deficits in social communication and social interactions
13 across multiple contexts and restricted repetitive patterns of behavior interests or
14 activities (DSM-V-TR, 2023).
15

16 69. People with autism “often have...unhealthy friendships. They are used, manipulated,
17 and frequently end up with narcissists and unhealthy people. Research shows that 66
18 percent of adults with autism have PTSD and 91 percent of women with autism have
19 PTSD”. The Reality of Adults With Autism, The Forgotten Women.
20

21 [https://www.psychologytoday.com/us/blog/the-forgotten-women/202304/the-reality-](https://www.psychologytoday.com/us/blog/the-forgotten-women/202304/the-reality-of-adults-with-autism)
22 [of-adults-with-autism](https://www.psychologytoday.com/us/blog/the-forgotten-women/202304/the-reality-of-adults-with-autism)
23
24

25 70. Defendant Peterson had foreknowledge of the plaintiff's status through not only real-
26 life experience observing plaintiff's unmasked autistic affects and conversations but
27 also through email communication dated February 8, 2024, telling the defendant she
28

1 was in the state hospital at one time and that her therapist diagnosed the plaintiff as
2 “having the emotional maturity of a 12 to 13-year-old” and that she was highly
3 vulnerable to dating abuse. See below:
4

5
6 71. The plaintiff wrote via email kkproductions@pm.me to defendant A. Peterson
7 aaron@pf-corp.com on February 8, 2024, at 7 am:

8 “I underwent serious medical and psychological testing while at Oregon State
9 Hospital, and I have shared that she placed my emotional age as between 12-14. She
10 gave me counseling to work on dating scenarios to help protect me, because it was
11 clinically known that I was highly vulnerable due to the factors of my emotional age
12 (vs intellectual being IQ 125, my emotional IQ basically is the equivalent of mental
13 retardation, in the emotional form. Due to how much I see and know with a
14 genius/borderline genius IQ, it is harder for me to stabilize unless I have a life that's
15 good in all respects, and that I am not being exploited, abused, manipulated, or
16 coerced”.

17
18
19
20 72. Defendant A. Peterson's actions demonstrated a clear and intentional exploitation of
21 Plaintiff Brewis's vulnerabilities, which are protected under state laws governing the
22 exploitation of vulnerable adults. In Illinois, the *Illinois Adult Protective Services Act*
23 *(320 ILCS 20/)* provides protections for individuals who are unable to protect
24 themselves due to age or disability and mandates reporting and intervention in cases of
25 abuse, neglect, or exploitation.
26
27

1 73. According to the Michigan Penal Code (MCL 750.145n), the abuse and exploitation
2 of vulnerable adults is classified as a felony and carries significant penalties. The
3 conduct of Defendant A. Peterson, which includes coercive control over the plaintiff's
4 housing, transportation, employment, and income, as well as sexual exploitation and
5 abuse, constitutes a violation of these statutes and demonstrates an understanding of
6 Plaintiff Brewis's vulnerability and intentional exploitation thereof.
7

8
9 74. Despite plaintiff Brewis sharing her disability status with the defendant via email
10 under duress on February 8th, 2023 (as referenced in pleading paragraphs 125-126) and
11 seeking compassion and expressing her fears while under continuing and great mental
12 distress, defendant A. Peterson still resumed his control and dominance over plaintiff
13 Brewis. Though she had given him her unwarranted trust in full, he continued to
14 sexually exploit and abuse Brewis privately and secretly at Peterson Farms' 3 different
15 Airbnb work reservation locations and at one 5-star hotel, the Viceroy of Chicago, IL,
16 whom he lured across the state line from Michigan to Illinois for a fictitious "work
17 trip," maintaining plaintiff for sexual exploitation as a trafficked commercial sex
18 worker.
19
20
21

22 75. Defendant A. Peterson messaged ominously on February 24, 2024, to plaintiff Brewis;
23 "I'll eventually get your entire brain to shut down when you sleep. We'll eventually
24 get a few days to ourselves somewhere and you are going to feel a peace and
25 relaxation like never before."
26
27

1 76. On information and belief, defendant A. Peterson planned his sexual assaults against
2 plaintiff Brewis at the Viceroy Hotel in downtown Chicago between February 26-28th,
3 2024 with the intent to intoxicate her with alcohol and another unknown drug that
4 placed the plaintiff into sedation while she slept. When the plaintiff woke up each
5 morning, she felt unusually sedated and confused and experienced horrible hangovers.
6 Plaintiff had absolutely zero recollection of what happened each night, waking up
7 extremely drowsy, with a severe headache, and her body very sore from being sexually
8 assaulted while passed out incoherent.
9

10
11
12 77. Defendant A. Peterson is a “sexually delinquent person,” per the Michigan Penal
13 Code Act 328 of 1931, MCL 750.10a1. “Sexually delinquent person” per the Michigan
14 Penal Code Act 328 of 1931, MCL 750.10a means: “The term "sexually delinquent
15 person" when used in this act shall mean any person *whose sexual behavior is*
16 *characterized by repetitive or compulsive acts which indicate a disregard of*
17 *consequences or the recognized rights of others, or by the use of force upon another*
18 *person in attempting sex relations of either a heterosexual or homosexual nature, or*
19 *by the commission of sexual aggressions against children under the age of 16.”*
20
21

22
23 78. Plaintiff Brewis was forced by Defendant A. Peterson had to endure, on multiple
24 occasions, sexually sadistic hour-long visits where she could not move and had to stay
25 in one spot, with forced fellatio and anal penetration. A vivid example of proof of this
26 criminal conduct is documented in a high-definition video recording dated February
27 20, 2024, from approximately 2:39 pm at the defendant’s Airbnb condo housing
28

1 plaintiff in Grand Rapids, MI, showing this very behavior demonstrated between the
2 parties in sexual acts for a period of over two and a half hours. During this time,
3 plaintiff Brewis was documented to be unconscious and incapacitated while the
4 defendant sexually assaulted the plaintiff without her consent or ability to consent, as
5 well as seen with blood coming out of her anus from defendant A. Peterson was a
6 rough and controlling plaintiff when she tried to get up and get away on three
7 occasions at least.
8

9
10
11 79. At 3:42 pm on February 20, 2024, even after he saw the plaintiff bleeding internally
12 from the rectum, the defendant increased his sexual aggression, becoming even more
13 excited and dominating the plaintiff from behind with her face shoved into the pillow
14 until the plaintiff passed out, pinning her and making the plaintiff unable to get up
15 again to get away—defendant A. Peterson continued to fondle the plaintiff, even after
16 she had passed out and fallen asleep. Defendant A. Peterson picked his head up to see
17 if plaintiff Brewis was awake, then laid down, continuing his unlawful sexual
18 penetration of plaintiff Brewis, who could not withdraw consent because she was
19 drunken, pinned, exploited, and unconscious.
20

21
22
23 80. Physically, Mr. Peterson is a 6-foot-2, 240-pound man, compared to the plaintiff, who
24 is a frail 6-foot-2 and weighs 135 pounds. Plaintiff Brewis was placed in a dissociative
25 state for over 4 hours after being victimized by defendant A. Peterson, frozen on the
26 side of her bed, zoned out in a trauma response to being sexually victimized physically
27 and emotionally. This is what happened to the plaintiff on almost every occasion the

1 parties met at one of the defendant's Airbnb accommodations, where the defendant
2 coercively controlled the plaintiff's housing for sexual favors, constituting sex slavery
3 and against work labor laws and being bound in involuntary servitude.
4

5
6 81. Defendant A. Peterson's access to Plaintiff was gained through fraud, coercion, and
7 the abuse of claimed authority, utilizing his position and power as CEO of the family
8 company, Peterson Farms, as an instrument of force and influence.
9

10
11 82. It was not *until June 2024, over 8 months since the first time the defendant met and*
12 *was first sexually abused in October 2023, and 5 months since the time of the*
13 plaintiff's last sexual assault by defendant A. Peterson on March 6th, 2024, that
14 plaintiff Brewis, after experiencing severe trauma and duress, was finally able to
15 overcome the coercive control exerted by defendant Peterson, stating her actual
16 feelings and legal position to the defendant in an email dated June 20, 2024 titled,
17 "**ANY Former Agreements are NULL**" officially accusing A. Peterson of violating
18 plaintiff Brewis on multiple occasions. On June 20, 2024, after enduring months of
19 trauma and manipulation, plaintiff Brewis sent a pivotal email to defendant A.
20 Peterson, marking a significant turning point in her journey toward reclaiming her
21 voice and autonomy. The email, titled "**ANY Former Agreements are NULL,**" served
22 as an official accusation against Peterson, lightly referencing numerous instances of
23 sexual abuse and assault that had occurred since their initial meeting in October 2023.
24
25
26
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1 83. In this correspondence, Brewis articulated her feelings of fear, confusion, and betrayal,
2 clearly delineating her legal position and the invalidity of any prior agreements made
3 under duress, as well as her unlawful eviction from her 6-month lease, which was
4 promised by the parties' NDA agreement. This moment represented not only a
5 courageous step toward breaking the silence imposed by Peterson's power and control
6 but also a reclaiming of her narrative. By formally bringing these accusations to light,
7 Plaintiff Brewis sought justice and accountability for the violations she had suffered,
8 signaling her determination to seek legal recourse and support.
9
10

11
12 84. The timeline of events underscores the profound impact of abuse, highlighting the
13 complexities involved in breaking free from an abusive relationship. Brewis's ability
14 to advocate for herself after months of suffering demonstrates resilience.
15

16
17 85. On March 26, 2024, defendant A. Peterson booked a six-month lease at 1 Lakeside
18 Lane, Fox Lake, IL 60020, a spacious waterfront three-bedroom retreat Airbnb
19 property, from March 27 to September 26, 2024, for \$33,208.09, as indicated in an
20 email receipt sent by Aaron Peterson. See, **EXHIBIT: AAF**
21

22
23 86. An incident arose from a spontaneous fight that broke out between Miss Brewis and
24 Peterson during her work trip to LA for her legal name change, as documented in
25 messages on May 3, 2024. Near the end of the altercation, Brewis was informed that
26 she had to leave the Airbnb in Fox Lake upon her return when plaintiff confronted him
27 about his March 6th, 2024 rape, as alleged in this lawsuit. The plaintiff also accused
28

1 her of “extorting him for a house,” which increased her medical distress related to
2 PTSD at the time (a condition she shared with Aaron, who had always been aware of
3 her symptoms, including flashbacks, panic, confusion, nightmares, etc.). However, he
4 later recanted his statements, expressing his intention to “continue abiding by the NDA
5 and our side agreements. ”
6

7
8 87. The plaintiff was primarily upset that she could not consistently have her own safe
9 home and space to stabilize her health fully without being pressured, stressed, or
10 interfered with by anyone. She did not possess the skills, understanding, or ability to
11 navigate the complex process of finding a home alone due to the defendant’s abuse.
12 Her disabilities, including Autism, PTSD, and ADHD, coupled with gender dysphoria,
13 compounded these challenges. On April 12, 2024, at 9:58 am, defendant Aaron Leroy
14 Peterson promised the plaintiff via text messages: “Yes, I can handle the rent at
15 Nathan’s place for the 6 months, but you have to come up with a plan where the next
16 place is in your name or your RV idea.” Defendant Peterson also promised to help the
17 plaintiff find a house, “ I will help and assist in the housing search” on March 17, 2024
18 at 11:50 am, but did not fulfill his promise, creating a breach of contract that violated
19 the provisional intent of the financial component of the NDA meant for the restoration
20 of the plaintiff for her injuries, losses, and future needs as a consequence of meeting
21 Peterson and being coercively controlled and isolated throughout her relationship.
22
23
24

25
26 88. Defendant A. Peterson exploited plaintiff Brewis by leveraging his position as CEO of
27 Peterson Farms, Inc., weaponizing the company's legal resources, and exerting the

1 influence of his legal team at Varnum LLP to coerce the plaintiff through legal
2 intimidation on multiple occasions, including:

3
4
5 89. Coercing Plaintiff Brewis to sign a void and unenforceable NDA that was: (1) both
6 procedurally and substantively unconscionable; (2) lacking adequate consideration; (3)
7 executed under duress; and (4) designed to conceal state criminal and federal
8 trafficking violations in contravention of public policy. This violated public policy and
9 federal trafficking laws, which explicitly prohibit agreements designed to conceal
10 trafficking violations (18 U.S.C. § 1833(b)). The plaintiff could not contract due to
11 documented disabilities, her unstable medication regimen, and clinically documented
12 severe mental health disorders, as evidenced by medical records and contemporaneous
13 communications, and was not given sufficient time to consult with an attorney. The
14 NDA was “shotgunned” by Varnum, LLP lawyers as a weaponized arm of Peterson
15 Farms, Inc. and Peterson Farms Fresh, LLC to silence Plaintiff regarding Defendant A.
16 Peterson's sexual exploitation and trafficking of Plaintiff.
17
18

19
20 90. The second letter, dated June 25, 2024, as written by Nicholas B. Missad and sent as
21 CC: to defendant Jacob Droppers, threatened the plaintiff ominously:

- 22
- 23 • “This firm represents the interests of Aaron L. Peterson. Aaron has brought it to our
24 attention that you may now be threatening to violate the terms of the Amended and
25 Restated Mutual Confidentiality Agreement that was entered into on March 21, 2024.
26 A review of the information provided by Aaron indicates clearly that he has complied
27 with each and every term of your agreement. You, however, appear to be continuing

1 to make threats if additional benefits are not provided to you outside the terms of your
2 Amended and Restated Mutual Confidentiality Agreement of March 21, 2024.

3 Although your actions at this juncture appear only to be in the nature of threats, be
4 mindful that in the event that you bring any of these threats to fruition, Aaron has
5 instructed us to seek remedies that are available to him both criminally and civilly as
6 a result of your actions.”
7

8
9 91. The aforementioned threat letter constitutes a violation of civil rights under 42 USC §
10 1985(2) for witness intimidation and obstruction of justice, as well as a violation of 18
11 U.S.C. § 1512 (witness tampering), as it obstructed the plaintiff's constitutional right to
12 access the courts, leading her to fear that false charges would be brought against her,
13 as well as representing an abuse of process. The defendants' actions caused the
14 plaintiff significant emotional distress, who suffers from complex chronic PTSD,
15 ADHD, and Autism Spectrum Disorder. This distress was further exacerbated by the
16 plaintiff's naivete and emotional vulnerability.
17
18

19
20 92. The above-referenced letter was sent in response to Plaintiff's assertions to Defendant
21 via an email on June 20, 2024, titled "ANY Former Agreements Are NULL," which
22 was sent from kkproductions@pm.me to aaron@pf-corp.com. It confronted A.
23 Peterson formally, for the first time, regarding his violative behaviors after Plaintiff
24 had been oppressed to express herself during a traumatic period of six months due to
25 Defendant A. Peterson's coercively controlling and manipulative actions that violated
26 Plaintiff's rights, such as the following in genesis:
27

1
2 93. In December 2023, Plaintiff Brewis was forced and pressured by Defendant A.

3 Peterson to reveal her complete identity. Brewis was placed under considerable
4 distress after Peterson pressured her to “go bare” and to “provide test results” to meet
5 the defendant’s standards for “earned income.” Had the plaintiff said no, Peterson
6 would have coerced her by withdrawing his financial support, which he provided
7 under the pretense that the plaintiff was a “legal consultant.” This included his control
8 over the plaintiff’s housing on Airbnb, where he had her booked as a consultant under
9 the Airbnb work program using Peterson Farm’s work account and his company email
10 aaron@petersonfarmsinc.com. See,
11
12

13
14 94. On January 24th, 2024, at 9:27 am, Defendant A. Peterson wrote Airbnb hosts: “Hi,

15 Mason! I’m Aaron, and I book business trips for Karissa. Your place looks like a good
16 fit for this extended business assignment. I think they’d love your place...Karissa is a
17 consultant working on a special project.”
18

19
20 95. Defendant A. Peterson achieved his “New Year resolution” of “getting to know
21 everything possible about you” within one month through coercion and deception. By
22 the end of their relationship, or approximately within two months, defendant A.
23

24 Peterson had obtained all of the plaintiff’s personal information and data, including her
25 parents' names, the plaintiff’s license, social security number, date of birth, place of
26 birth, and access to her entire family tree, along with her complete medical history,
27 including detailed test results from both past and present.
28

1
2 96. On information and belief, defendant A. Peterson deliberately does this to maintain
3 long-term control and possession of plaintiff Brewis, in order to “limit his liabilities”
4 and exercise his full power and dominion over plaintiff Brewis. This behavior is
5 energized by a belief fueled by his co-morbid psychiatric and narcissistic personality
6 disorders, along with a prolonged history of frequenting escorts.
7

8
9 97. On information and belief, defendant A. Peterson has committed the same acts of
10 luring fully and then discarding his victims abruptly on multiple occasions. A.
11 Peterson had mentioned to the plaintiff that he had a previous relationship with another
12 woman before the plaintiff purchased a car for her on Carvana.com and that “it was a
13 complete mess.” On information and belief, this scenario occurred during his latest
14 and most recent marriage, Jennifer Lamb Carlson, and within the last 2 years, wherein
15 he confessed to the plaintiff that defendant Jennifer Lamb Peterson had caught him
16 cheating.
17
18

19
20 98. On January 24, 2024, at 9:27 a.m., Defendant A. Peterson, utilizing fraudulent
21 misrepresentation, wrote to Airbnb hosts “Mason & Holly” of “Living Water
22 Corporate Housing” via Airbnb messages: “***Hi, Mason!***” ***I’m Aaron and I book***
23 ***business trips for Karissa. Your place looks like a good fit for this extended business***
24 ***assignment. I think they’d love your place!***
25
26
27

1 99. Again, on January 24th, 2024. At 9:41 a.m., the Defendant, Peterson, told the Airbnb
2 hosts, Mason and Holly, via Airbnb messages in Grand Rapids, MI, ***“Thanks.”***
3 ***Karissa is a consultant working on a special project.”***
4

5
6 100. Defendant A. Peterson knowingly and intentionally facilitated the transportation
7 of the plaintiff across state lines between Michigan and Illinois, compelling her
8 through force, fraud, and coercion to engage in commercial sexual acts both in
9 Michigan at 2 other “AirBnBs for Work” program with his Peterson Farms Inc work
10 account commencing in January 2024, on through the Viceroy Hotel in Chicago on
11 February 26th and 27th, 2024, and on into March 6th, 2024, through force, fraud, and
12 coercion, in violation of federal sex trafficking laws, specifically:

13
14 (1) 18 U.S.C. Section 2421 (The Mann Act);

15 (2) 18 U.S.C. Section 1591 (Sex Trafficking);

16 (3) 18 U.S.C. Section 1589 (Forced Labor); and

17 (4) related federal trafficking statutes.

18 (5) Michigan's Human Trafficking Law (MCL 750.462a) and

19 (6) Illinois' Trafficking Victims Protection Act (720 ILCS 5/10-9)
20
21

22
23 101. Defendant Peterson used fraud and deception throughout his professed
24 “relationship” with the plaintiff and to lure the plaintiff across state lines under the
25 pretense of “committing ourselves to each other” and “coupled overnight to see what I
26 will get to enjoy all I want in the future.” Upon arrival at the hotel and throughout their
27

1 stay, the plaintiff was consistently addressed by the Viceroy's staff as "Miss Peterson,"
2 which added to the shock and further contributed to the fraudulent scheme.

3
4
5 102. Based on information and belief, payments and benefits were received from
6 Defendant A. Peterson and Peterson Farms Fresh, Inc. The transactions between
7 Peterson and Brewis was intentionally structured to originate from both the business
8 accounts of Peterson Farms, Inc. and Peterson's personal accounts, illustrating a
9 pattern of funds commingling to hide unlawful activities.

10
11
12 103. Defendant Peterson is a married multimillionaire and part-owner of Peterson
13 Farms, Inc., a conglomerate of juice industry companies owned, operated, and
14 managed by the Peterson Family, along with Varnum, LLP, located in Shelby,
15 Michigan. Peterson Farms, Inc., is the largest employer and company in Oceana
16 County, with over 598 employees. Peterson Farms Inc. reported a revenue of \$364.8
17 million in 2024. For 2023, their revenue was \$160 million, with associated holdings in
18 a housing development featuring a portfolio of modern homes built between 2021 and
19 2022, currently called "Shelby Acres." The development is awaiting families to move
20 in, with many vacancies still available. When the plaintiff discovered this portfolio of
21 open homes with numerous vacancies, she was outraged. Plaintiff Brewis came to
22 fully understand the scope and degree of betrayal she had experienced; she had been
23 misled into believing in the party's nonexistent, socially unrecognized, and secretive
24 relationship, which he used to justify his sexual assaults, abuses, and exploitation of
25
26
27 Miss Brewis in secrecy and isolation. Plaintiff Brewis was being sexually assaulted

1 and abused in controlled housing managed via “Airbnb for Work” program via
2 Peterson Farms Fresh, LLC and Peterson Farms Fresh, Inc. simultaneously and
3 collectively as instruments to sex traffic plaintiff Brewis.
4

5
6 104. When it became apparent that Defendant Peterson was intentionally concealing
7 and hiding plaintiff Brewis from the defendant's family out of shame and fear that his
8 sexuality would be exposed by introducing the plaintiff to the defendant’s family, the
9 plaintiff’s mental health quickly declined. Furthermore, he fraudulently represented to
10 plaintiff Brewis that he was in the process of divorcing her and warned that if Aaron
11 Peterson introduced the plaintiff to his parents while they were still married, “they will
12 blame you for the divorce.”
13

14
15 **A. PETERSON FARMS**

16 (factual allegations, cont’d.)
17

18
19 105. Peterson Farms Inc. reported revenue of \$364.8 million in 2024, compared to
20 \$160 million in 2023. Peterson Farms products are available on Amazon, eBay, Whole
21 Foods, Meijer, and many local organic food stores, notably Lakewood Organics, as
22 well as fruit concentrate additives for Starbucks.
23

24
25 106. From 2021 to 2022, based on available information, Peterson Farms is estimated
26 to have more than quadrupled its corporate net worth, with company growth
27 skyrocketing after substantial investments from the “Saudi Oil family fund,” also
28

1 known as Mubadala Capital, in its third private equity fund, MIC Capital Partners III,
2 while competing for one-tenth of an investment in the agriculture sector. This
3 investment was secured with the help of financial advisors and lawyers from the law
4 firm Varnum LLP, which opened a new financial advising and wealth management
5 branch in Florida in 2022, expanding beyond its usual territory of practice, primarily in
6 Michigan. In 2022, Peterson Farms acquired Lakewood Organics, LLC, with funding
7 from MIC Capital Partners III; the company's headquarters is located in Miami,
8 Florida.
9

10
11
12 107. “To date, “Fund III” consists of approximately \$1.4 billion of investments across
13 nine high-quality assets including ... Peterson Farms, the leading processor of fresh-
14 cut apples, quick-frozen fruit products and not-from-concentrate juice in the United
15 States, among others,” according to [the news release from Mubadala Capital](#). In a
16 letter to growers the next day, Peterson Farms’ CEO, Chairman and President Aaron
17 Peterson gave more details about the deal. “The Peterson Family is pleased to have
18 partnered with the MIC team in February 2020 on a shared investment with the goal of
19 continuing to grow Peterson Farms into a dynamic, healthy-for-you, fruit-oriented
20 platform company that crosses into multiple sales channels (industrial, food service,
21 K12 & retail).”
22
23

24
25 108. According to information and belief, Peterson Farms received or is guaranteed to
26 receive at least one-ninth of the \$1.6 billion investment, amounting to over one
27 hundred fifty-five million, five hundred fifty-five thousand, five hundred fifty-five
28

1 dollars and fifty-five cents (\$155,555,555.55) from Mubadala Capital through MIC
2 Capital Partners III, with corporate guidance from Varnum, LLP. See Mubadala
3 Capital Closes Private Equity Fund III with Total Commitments of \$1.6 billion.
4 Mubadala Capital, the asset management subsidiary of Mubadala Investment
5 Company, has closed its third Private Equity fund, MIC Capital Partners III (“Fund
6 III”), with total commitments of \$1.6 billion
7 [https://www.mubadala.com/en/news/mubadala-capital-closes-private-equity-fund-iii-
8 total-commitments-16-billion](https://www.mubadala.com/en/news/mubadala-capital-closes-private-equity-fund-iii-total-commitments-16-billion), and Peterson Farms' investment included in the \$1.6
9 billion private equity fund from the Abu Dhabi firm. Michigan Farm News
10 [https://www.prnewswire.com/news-releases/mubadala-capital-closes-private-equity-
11 fund-iii-with-total-commitments-of-1-6-billion-301356890.html](https://www.prnewswire.com/news-releases/mubadala-capital-closes-private-equity-fund-iii-with-total-commitments-of-1-6-billion-301356890.html)
12
13
14

15 109. Peterson Farms maintains a significant business relationship with Varnum, LLP,
16 which provides legal and financial advisory services to the company and has been
17 involved in significant corporate transactions, including this substantial merger
18 through Partner Joseph B. Levan. He filed the conversion of VRSH-2-2022, LLC on
19 May 13, 2024 (Initial Date of Organization in Michigan: January 1, 2022, filed
20 December 14, 2021, by Joseph B. Levan) to Peterson Brands, LLC, doing business as
21 FFL LOGISTICS, LLC and KING BRANDS, LLC (converted from VRSH-2-2022,
22 LLC on May 13, 2024).
23
24
25

26 110. Peterson Farms Fresh and Peterson Brands, LLC have significant industry
27 production partnerships, including Starbucks, which provides juice flavorings for
28

1 Starbucks beverages, according to conversations and text messages with plaintiff
2 Brewis and based on information and belief.

3
4 111. “In a very unique partnership setup, the Peterson Family retained all daily and
5 long-term strategic decision making. **I can assure you that the Peterson Family and**
6 **our senior leadership team are in firm control of the entire organization.** “Our
7 financial partnership with *MIC Capital Partners* has allowed us to acquire Lakewood
8 Organics (Florida Bottling), a premiere organic juice company located in Miami,
9 Florida, in December 2020,” Peterson’s letter continued.
10
11

12
13 112. Plaintiff Brewis, a highly skilled legal assistant with executive office skills,
14 implored A. Peterson for any executive assistant job on multiple occasions but was
15 rebuffed each time with little consideration, stating that he “hasn’t even employed his
16 own family to work for him”, “I’ll look in my files and see if there is something you
17 can do,” and another time “Are you hiring me as your executive assistant? 🤔🥰”
18 Monday, Feb 26, 2024 9:17 AM” plaintiff asked. A. Peterson responded blankly, “No
19 sweetie, I don't have or have I ever had an executive assistant...we don't have any in
20 the entire company. We're pretty lean when it comes to non-production employees.”
21 Monday, Feb 26, 2024 9:24 AM. Plaintiff responded, “I've always wanted to be an
22 executive assistant honestly never told no one that. Well good no problem I can still
23 help you 😊” Monday, Feb 26, 2024 9:24 AM. A. Peterson deflected the conversation
24 and emotionally hijacked the conversation about sex saying, “I can't wait to relieve
25
26
27

1 some stress together in a little while... I'm excited to see you 😊" deflected and
2 redirected to statements about sex with plaintiff and ignoring plaintiff's request.
3

4
5 113. On Sunday, March 3, 2024, at 11:55 AM, plaintiff Brewis approached A.
6 Peterson to inquire about work, asking, "If you have anything for me to research or
7 something work-related, that would be great. I love to research, and I appreciate you
8 utilizing my [mind] all the time, but I'm also very [physical]. I can promise you, no
9 one in this world can research like I can. " A. Peterson responded, "Okay...let me go
10 through my files and see if there is anything to research." However, by 11:58 AM. on
11 the same day, the defendant had not followed up, failing to act on his promise to
12 Rebekah Brewis.
13

14
15 114. The defendant was well aware of the plaintiff's extensive work history in law,
16 nonprofits, and social services, including positions as a litigation paralegal, former
17 Executive Legal Director of PDX Trans Pride, and a Consumer representative member
18 at the Oregon Health Authority, Office of Equity and Inclusion, as well as a former
19 Field Director for a Multnomah County-level commissioner political campaign.
20
21

22
23 115. It is preposterous to compare defendant Peterson's immediate "family" to the
24 plaintiff's situation, as they are multimillionaires who own a conglomerate of
25 companies and even a full housing development named Shelby Acres. They come
26
27

1 from entirely different socioeconomic circles, with a disparity best illustrated as elite
2 upper-class millionaires versus plaintiffs from the low to middle class financially.
3

4
5 116. Plaintiff Brewis messaged defendant A. Peterson, asking, “Are you hiring me as
6 your executive assistant? I don't want any payroll matters between you and me; I want
7 our relationship to stay fluid. The only thing I would need to do is improve my typing
8 skills, which could be easily updated within a few weeks of work.” Monday, Feb 26,
9 2024, 9:18 AM.
10

11
12 117. This request by the plaintiff was reflective of the plaintiff's desire to become truly
13 employed and receive regular checks for bonafide work, to escape sexual slavery
14 servitude, and, as suggested by the plaintiff's therapist, working to become financially
15 independent from defendant A. Peterson (see therapy notes, Michigan Center for
16 Traumatic Stress, dated February 2024 by Lyz Luidens, LLMSW)
17

18
19 118. On Monday, Feb 26, 2024 9:25 AM, Defendant A. Peterson replied: “I can't wait
20 to relieve some stress together in a little while... I'm excited to see you 😍”, deflecting
21 the plaintiff's request for a real job that wasn't forced and unregulated labor in the
22 form of being mistreated like a sex slave that was his “property,” and truly
23 characterizing the true nature of the intended sexual arrangements, further distressing
24 plaintiff, reducing plaintiff's self-worth and autonomy to grow and work freely.
25
26
27

1 119. Defendant A. Peterson deliberately engineered and maintained a relationship of
2 financial dependency through his role as CEO of Peterson Farms, Inc., systematically
3 exercising coercive control over plaintiff Brewis for sexual exploitation, which
4 constitutes a pattern of predatory behavior.
5

6
7 120. This pattern of sexual and emotional abuse continued until plaintiff Brewis
8 informed defendant Peterson of her significantly worsening mental health and suicidal
9 thoughts, illustrating the profound psychological impact of the defendant's actions.
10

11
12 121. On Saturday, March 9, 2024, at 2:39 AM, as a direct result of Defendant A.
13 Peterson's ongoing abuse and exploitation, Plaintiff Brewis was forced to message
14 Defendant A. Peterson documents her severe emotional distress and psychological
15 trauma: "There are times when I feel very hurt and suicidal because of things not being
16 how I feel they should be...I think you should know that. I almost drove myself off the
17 bridge about 4 days ago in anger and hurt while crying." This communication
18 demonstrates the severe psychological impact of Defendant's actions and his deliberate
19 indifference to Plaintiff's mental health crisis.
20

21
22
23 122. Upon sharing the plaintiff's emotional state with defendant A. Peterson, he treated
24 her harshly, proclaiming, "That type of talk is way above my pay grade," and cut the
25 plaintiff off from any contact cold turkey for 5 days straight.
26
27

1 123. In the aftermath of a series of sexual assaults, Plaintiff Brewis faced intense
2 emotional pain and mental health challenges, including feelings of disgust and
3 profound depression. The plaintiff has cried almost daily in the months following
4 being narcissistically “discarded” by the defendant.
5

6
7 124. Due to the defendant's actions, the Plaintiff has been compelled to adopt extensive
8 security measures and completely alter her lifestyle to become unpredictable and
9 difficult for others to locate. This strategy includes installing a comprehensive
10 surveillance system, retaining a trained protection dog, and maintaining constant
11 situational awareness because of reasonable fears of retaliation from the defendants.
12 Furthermore, she has had to sell most of her highly valuable and easily identifiable
13 vehicles to ensure her privacy out of fear of being tracked down as a result of
14 defendant A. Peterson’s, family, work and friend associates cyberstalking her.
15
16

17
18 125. The plaintiff has experienced a significant impact on her personal life due to
19 PTSD and IIED inflicted by defendant A. Peterson, Peterson Farms Fresh, LLC, and
20 several other defendants collectively against plaintiff Brewis. She has neither dated
21 nor had sexual relations since the last assault against her by defendant A. Peterson on
22 March 6, 2024, and she often struggles to maintain even friendly relationships due to
23 the assaults, seeking isolation and extreme privacy to feel safe in the aftermath of the
24 trauma. The plaintiff has been so scared and frightened that she has taken several
25 precautions, including getting a guard dog, regularly performing “drone (UAV)
26 security sweeps” during heightened alertness, installing a professional monitoring
27

1 system with four cameras, setting up a Cobra SC-400 2 K vehicle radar and video
2 monitor, keeping a canister of bear spray to thwart a group attack non-lethally
3 potentially, carrying pepper spray for individual attacks, carrying a pocketknife, taking
4 her dog with her wherever she goes, and always maintaining a high level of situational
5 awareness.
6

7
8 126. Plaintiff Brewis cannot use any dating apps to seek relationships without facing
9 mistrust and paranoid fears of being tracked, located, and possibly seriously hurt or
10 murdered by the plaintiff and his associates due to defendant A. Peterson's violation of
11 the NDA and breach of the plaintiff's private identity.
12

13
14 127. Plaintiff Brewis has even attempted to preemptively ban the defendant from
15 dating sites she has used by contacting business support on January 11, 2024, at 7:24
16 am via email, as seen in her communication with the dating app Bumble, located in
17 Austin, Texas. Bumble was the safest platform on which the plaintiff felt comfortable
18 until she learned that their app did not offer the option to stop tracking unless users
19 were coerced into purchasing the "premium" option.
20

21
22 128. The plaintiff's business, Aero Swift, LLC, is a domestic drone (UAV- Unmanned
23 Aerial Vehicle) and legal consulting corporation that was incorporated in Cook
24 County, Chicago, Illinois, on August 1, 2024, with its principal place of business
25 located at 230 E Ohio Street, Suite 410 #1901. Plaintiff Rebekah Katherine Brewis is
26 identified as the operator/manager in public filings. The resident agent is Resident
27

1 Agent Solutions, Inc., which has a mailing address of 901 S. 2nd St., Ste. 201,
2 Springfield, IL 62704-7909. At all relevant times, as of August 1, 2024, Rebekah
3 Katherine Brewis has owned and operated Aero Swift, LLC.
4

5
6 129. Defendant A. Peterson interfered with the plaintiff's work and personal life by
7 breaching the NDA and disclosing the plaintiff's identity to several family and
8 individual associates, as well as to third parties, who then conveyed her identity as
9 "Karissa Beach" to even more friends and associates. This led to a surge of unsolicited
10 visitors from the Grand Rapids, Kentwood, and Muskegon regions, many with known
11 gang ties—all documented through screenshots with dates and times. The plaintiff has
12 blocked over 50 individuals on Facebook who are interrelated due to a pattern of
13 stalking and targeting behavior directed at plaintiff Brewis, as evidenced by preserved
14 social media documentation, screenshots, and a police report (Case #24-063052) filed
15 with the Grand Rapids Police Department on September 26, 2024.
16
17

18
19 130. The conduct, as mentioned earlier, is forbidden under the NDA, "AMENDED
20 AND RESTATED MUTUAL CONFIDENTIALITY AGREEMENT 1.

21 Confidentiality Obligations (a)-(b) dated March 21, 2024:

- 22
- 23 • "Without limitation to the terms of Section 1(a), the Receiving Party further agrees,
24 without the prior written consent of the Disclosing Party and subject to Sections 3 and
25 4 below:

26 (A) keep all of the Disclosing Party's Confidential Information strictly
27 confidential,

1 (B) not use any of the Disclosing Party’s Confidential Information,
2 (C) not to copy, transmit or otherwise reproduce any Confidential Information and
3 (D) not to export or reexport (within the meaning of U.S. or other export control
4 laws or regulations) any Confidential Information; and to not, directly or
5 indirectly, disclose or make available, in whole or in part, any of the Disclosing
6 Party’s Confidential Information to any other person (in any form or nature,
7 including in-person contact, phone calls, text messages, e-mails, and/or any form
8 of social media posts, comments or messages).”
9
10
11

12 131. In the plaintiff’s **EXHIBIT: AAB** titled, *NDA Agreement: Contract Law Critical*
13 *Review, Metrics, and Metanalysis*, plaintiff Brewis came to discover the complete
14 incompetency of the original drafting of the NDA titled “AMENDED AND
15 RESTATED MUTUAL CONFIDENTIALITY AGREEMENT,” March 21, 2024. In
16 particular, the contract missed 43 metrics of contract law elements out of 55
17 quantified, giving a contract rating of only **22%**

18 **FAIL: 22% coverage**

19 **All Terms**, 55 metrics

20 “AMENDED AND RESTATED MUTUAL CONFIDENTIALITY AGREEMENT dated March
21 19, 2024”

22 **MISSED**

23 **43** legal metrics, **78%** of 55 metrics
24
25

26 132. ** Summary of Results:
27

- 1 • **** ** Contract Grossly Invalid **** The contract seems to have been signed under
2 duress and without the benefit of legal representation, which could render it voidable.
3 This should be documented and challenged immediately. The overly broad definition
4 of confidentiality may prevent Ms. Brewis from reporting potential crimes or seeking
5 legal counsel regarding the circumstances of this agreement. This could violate public
6 policy and be unenforceable. The three-day destruction requirement is excessively
7 aggressive and might eliminate evidence needed for potential legal proceedings
8 related to the validity of this agreement or other claims. Communication restrictions
9 are unreasonably broad and could hinder legitimate business or social interactions
10 with an undefined group of people. It may also impede the reporting of illegal
11 conduct. This sweeping release of claims, especially when signed under duress and
12 without the benefit of counsel, could be contested as unconscionable and
13 unenforceable. The current language is too restrictive and might deter the reporting of
14 crimes or seeking legal counsel. The release "forever releases and discharges Peterson
15 and his affiliates" should not encompass claims related to the possibly improper
16 circumstances surrounding the execution of the agreement. The venue restriction
17 could become cumbersome if Ms. Brewis relocates and needs to contest the deal.
18 Consider requesting more flexible venue options.
19
20
21
22
23

24 133. Defendant Aaron Peterson intentionally and unlawfully breached the plaintiff's
25 right to privacy and disclosed the plaintiff's online identity of "Karissa Beach" to his
26 malevolent street connections, family, friends, and work associates. The serious
27 subsequent stalking, both online and in person, escalated rapidly between late August

1 and mid-September 2024, resulting in multiple incidents near the plaintiff's former
2 residence at 2751 Ogden Avenue, Downers Grove, IL 60515, at the Woodspring
3 Suites.
4

5
6 134. Unauthorized disclosures have occurred from December 2024 to the present, as
7 evidenced by defendant Peterson's family visiting the plaintiffs' Facebook profile
8 multiple times. This is indicated by Facebook's "Suggestions" service, which includes
9 recommendations such as Gabrielle Peterson, Mark Peterson, R.J. Eliot, Earl Peterson,
10 Curtis Burdette, and Richard. Raffaelli is among the known real profiles used.
11 However, a Facebook discovery request for user data can verify the actual origin and
12 frequency of these visits, as well as reveal the true identities and their associations.
13 The plaintiff has secured numerous screenshots proving the activity of the Defendants
14 and the dates of discovery.
15

16
17
18 135. On or about August 30th, 2024, plaintiff Brewis, increasingly aware of a severe
19 pattern of stalking and unwanted contact, both in person and online, responded by
20 immediately fleeing her apartment at 2751 Ogden Avenue #234, Downers Grove, IL
21 60515. She quickly relocated all her belongings to Lock Up Self Storage, located at
22 431 Ogden Avenue, Lisle, IL 60532.
23
24
25
26
27

1 **B. ACTUAL DAMAGES AND LOSSES**

2 **FACTUAL ALLEGATIONS, *cont'd***

3
4
5 136. In late August 2024, the plaintiff initiated the lengthy and arduous process of
6 selling all her known vehicles, identified by type, color, and description, to Defendant
7 A. Peterson to prevent him from stalking her further by providing accurate
8 descriptions of her cars to his known and active street gang associates and/or any other
9 malevolent agents. During this challenging period, the plaintiff was filled with grief
10 for what she had to sacrifice to maintain her safety by remaining as anonymous as
11 possible. With clear descriptions of her vehicles readily available and her trust
12 completely betrayed and broken, she felt she had no choice but to sell everything that
13 could be used against her in the future, thereby undermining her privacy and safety in
14 any way.
15

16
17
18 137. The property that the plaintiff sold was her personal property, with plans to
19 transition all her holdings from self-ownership to business ownership under an LLC
20 structure. To achieve this, she established her LLC to reflect her ongoing business
21 activities, which commenced in March 2024, following her previous status as an
22 independent contractor. In March 2024, defendant A. Peterson drafted an NDA
23 through the defendant's lawyer, Jacob Droppers, Associate at Varnum, LLP. See,
24 **EXHIBIT: AAC.**
25
26
27

1 138. The defendants made it very clear to the plaintiff that if she “stepped out of line,”
2 as defined in their NDA, she would be promptly corrected, and the defendants would
3 sue her, consequently seizing her property. Consequently, the plaintiff developed
4 concrete plans to transfer all her assets to her LLC, Aero Swift, LLC, and classified
5 them as capital investments to improve her business's appearance, style, and reputation
6 while also ensuring legal protections against control by defendant A, Peterson, and his
7 legal and corporate entities.
8

9
10 139. The plaintiff's most significant quantifiable financial loss was her vehicle, a 2023
11 Ford Explorer ST. She purchased it on May 11, 2024, for \$65,435.28, making a
12 verifiable down payment of \$5,100 on the same date and a documented additional
13 deposit of \$21,440 on May 13, 2024, from Chase Bank (See **Exhibit AAG,**
14 Carvan.com receipt). The plaintiff had equity in her brand-new Ford Explorer, which
15 had only 1,000 miles on it and was specially ordered, with over 40 percent of the
16 purchase price paid off. Plaintiff Brewis acquired her Ford Explorer ST through
17 Carvana.com on May 11, 2024, without any co-signers, for \$61,765, and she made a
18 down payment of \$26,790. She sold the vehicle solely due to duress from defendant
19 A. Peterson's stalking, fearing that the defendants would track her down.
20
21
22

23 140. Plaintiff Rebekah Katherine Brewis is a single intersex female residing in Cook
24 County, Illinois. She previously maintained a home in her 18-foot Jayco Jay Feather
25 Sport RV. In January, Brewis and her former service animal, Bellah Beach, lost their
26 home after a severe winter storm caused a freeze that burst the trailer's septic tank,
27

1 leaving Brewis very ill and immediately homeless, which resulted in extreme distress
2 and anxiety.

3
4
5 141. Plaintiff Brewis previously resided at 521 Miller Ave, Apt 211, Grand Haven,
6 Michigan, in Ottawa County, before being relocated by defendant A. Peterson through
7 Airbnb to 1 Lakeside Lane, Apt 5, Fox Lake, Illinois. The plaintiff's current business
8 mailing address is 680 N Lake Shore Drive, Suite 110 PMB1901, Chicago, IL 60611.

9
10
11 142. Defendant Aaron Peterson has made multiple attempts to ascertain the
12 whereabouts of plaintiff Brewis and continues to maintain unwanted contact to this
13 day via the Facebook profile "R.J. Elliot." This was discovered in February 2025,
14 prompting the plaintiff to immediately block the profile, with the date and time
15 verified through a saved screenshot. "R.J. Elliot" is the same fraudulent name that
16 defendant Aaron Leroy Peterson uses to hide his clandestine and questionable legal
17 activities.

18
19
20 143. Plaintiff Brewis alleges that between November 2023 and March 6, 2024, during
21 approximately 20 sexual encounters, defendant A. Peterson sexually exploited plaintiff
22 Brewis. The first two sexual encounters occurred with protection; thereafter, defendant
23 A. Peterson employed coercion and exploited power dynamics to engage in
24 unprotected sexual acts.
25
26
27

1 144. These sexual acts occurred while defendant Aaron Peterson was married and
2 engaged in sexual relations with his wife, Jennifer Lamb Peterson, without protection
3 or disclosure to either party. This is evidenced by defendant A. Peterson's text
4 messages, which demonstrate numerous acts of sexual abuse and intrusion against the
5 plaintiff's body, exposing both women to potentially dangerous STD cross-infections.
6 The defendant had previously told the plaintiff that they "rarely touched and kissed"
7 and complained about the lack of sexual activity, which he cited as a reason for
8 "pursuing a divorce." The plaintiff was extremely shocked and disturbed to learn that
9 he was having sex with both parties without a condom and without her knowledge
10 until questioned by plaintiff Brewis in March 2024. At that moment, the plaintiff
11 became increasingly anxious, depressed, emotionally unstable, and suicidal.
12
13
14

15 145. Plaintiff Brewis was shocked to learn from defendant A. Peterson that he was
16 having sex with defendant Jennifer Lamb Peterson simultaneously- the plaintiff never
17 gave consent to A. Peterson. Learning of the degree of duplicity he had engaged in to
18 keep all parties separate and silenced for the furtherance of his fraudulent, clandestine,
19 and narcissistically fueled hypersexual activities was shocking.
20
21
22

23 146. Peterson Farms Fresh, LLC, and Peterson Brands, Inc., et al (collectively referred
24 to as "Corporate Defendants") violated federal and state laws through both deliberate
25 actions and grossly negligent failures to implement and maintain reasonable
26 monitoring, supervision, and compliance programs required under federal and state
27 law, including, but not limited to, Title VII of the Civil Rights Act of 1964, the

1 Trafficking Victims Protection Act (TVPA), Title VII, and applicable state anti-
2 trafficking statutes.

3
4
5 147. Defendant A. Patterson's pattern of deception began before the parties first
6 meeting in November 2023 by giving false information to the plaintiff during her
7 safety and identity background checks, specifically by providing the defendant's
8 license tied to his first wife, Jenny Peterson, at the permanent residential address of
9 320 Circle Dr, North Muskegon, MI 49445-2712.

10
11
12 148. Defendant A. Peterson's actual residential and permanent address is 16180
13 Highland Drive, Spring Lake, MI 49456, where he resides with his wife, defendant
14 Jeniffer Lamb Peterson, for approximately 2.5 years.

15
16
17 149. After defendant Peterson's first sexual assault of plaintiff Brewis on November 6,
18 2023, for which he provided \$1,000 as consideration in furtherance of sex trafficking
19 under 18 U.S.C. § 1591, Brewis was forced to remain bedridden for three days,
20 achieving only 50% recovery. This was due to her back being hyperextended during
21 the incident and the rough treatment she received, which also led her to message A.
22 Peterson about her injuries. The plaintiff had to visit the chiropractor multiple times
23 over six months for corrections due to vertebral damage from the forced
24 hyperextension of her legs and hips, as she was fully pinned and unable to move.
25 These sexual scenarios were extremely painful for the plaintiff, who could not say to
26 stop or gasp in pain, as doing so would only heighten defendant Peterson's arousal,
27

1 leading him to dominate her with powerful hip thrusts that tore her anal tissues and
2 caused visible bleeding.

3
4
5 150. These sexual encounters caused severe physical injury to the plaintiff, who was
6 unable to withdraw consent or express pain due to defendant Peterson's aggressive
7 escalation of force when the plaintiff showed signs of distress, resulting in documented
8 anal tissue damage and bleeding. This can be seen in 4 K footage evidence preserved
9 from the plaintiff's pet cam, which she had installed at the defendant's Airbnb
10 apartment in Grand Rapids, Michigan, on February 20, 2024. The apartment was
11 rented and controlled wholly by defendant A. Peterson and Peterson Brands, LLC.
12

13
14 151. On November 6, 2023, during the plaintiff's first encounter, defendant A. Peterson
15 demonstrated clear predatory intent by making disturbing statements sexualizing
16 minors and expressing attraction to vulnerability. Specifically, Peterson stated that the
17 plaintiff "had the body of a 14-year-old girl" and also declared, "I love how vulnerable
18 you make yourself," evidencing a pattern of predatory grooming behavior.
19

20
21 152. Defendant A. Peterson told the plaintiff that he "injects steroids," accounting for
22 his aggressive and insatiable sex appetite, as well as hyper bulky build.
23

24
25 153. Per defendant A. Peterson's text messages, on Tuesday, Jan 16, 2024, 9:30 AM he
26 proclaimed, "I see a couple other local women on a regular basis (monthly or so).
27

1 These are people that I have formed connections with over time and completely enjoy
2 still seeing occasional. These are all completely protected encounters.”
3

4
5 154. In total, from text evidence and personal conversations, plaintiff A. Peterson had
6 been seeing over five different women across multiple cities spanning multiple states.
7 And this whilst married to his 2nd wife, Jennifer Lamb Peterson, and within 3 months,
8 he was cheating on Mrs. Peterson, whom he married in 2022 in Ottawa County,
9 Michigan, claiming via messages dated Sunday, Feb 18, 2024, 11:25 AM, saying:
10

11
12 155. Defendant A. Peterson had been married to Jenny Peterson for over 26 years and
13 divorced on or about 2021 due to infidelity, among other differences, upon
14 information and belief.
15

16
17 156. Defendant Peterson told the plaintiff that he had only had unprotected sex with
18 three people in the 25 years of his sexual life, namely his previous wife, Jenny
19 Peterson, his current wife, Jennifer Peterson, and lastly, the plaintiff, Rebekah
20 Katherine Brewis. This implies that he was “permanently bonded sexually and
21 romantically in love,” making superficial commitments to enhance his charades for
22 added effect and to manipulate and control the plaintiff’s emotions while maintaining
23 her loyalty.
24
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1 157. The defendant led the plaintiff to believe that he was actively divorcing his wife
2 and would do so in the spring of 2024, which, he said, was the best timing for financial
3 reasons and his current life needs.

4
5
6 158. At the end of December 2023, A. Patterson quipped before leaving on our third
7 date that he “was making it his New Year's resolution to learn everything he could”
8 about plaintiff Brewis. This left plaintiff Brewis feeling chills and trepidation, as she is
9 a very private individual, especially considering her immediate mental health and
10 physical health disabilities, which are protected by HIPAA.

11
12
13 159. Defendant A. Peterson pressured Ms. Brewis to “go bare” during their subsequent
14 sexual encounter, stating that he would share his test results with plaintiff Brewis. The
15 plaintiff was extremely hesitant due to the level of intimacy it would involve,
16 especially after just discovering that he was married following about three dates,
17 among other personal reasons.

18
19
20 160. As a direct and proximate result of the defendant's superior economic position,
21 control over the plaintiff's housing through corporate resources, pattern of coercive
22 behavior constituting force, fraud or coercion under 18 U.S.C. § 1591(e)(2), and the
23 exploitation of power dynamics as CEO of the defendant corporations, the plaintiff
24 was effectively deprived of her right to medical privacy and autonomy. This
25 deprivation constitutes violations of HIPAA, state medical privacy laws, and the
26
27

1 Americans with Disabilities Act, considering the plaintiff's protected status as a
2 disabled individual.

3
4
5 161. Plaintiff Brewis consistently took her HIV medication, Triumeq, throughout the
6 entire time she was forced or coerced into physical interaction with defendant A.
7 Peterson.

8
9 162. The plaintiff could not secure a doctor's appointment or obtain medication until
10 March 21, 2025, when she was prescribed Dovato and began her treatment. Since
11 being forced to leave 1 Lakeside Lane under pressure, intimidation, and duress in June
12 2024, the plaintiff's HIV condition had remained unmanaged in her system for over
13 nine months leading to poor health, facing daily challenges with breathing and
14 managing stress levels, along with inflammation that has heightened her emotional
15 reactivity, periods of confusion, and mental lethargy.
16
17

18
19 163. On January 11, 2024, Brewis shared her most recent STD test results, which
20 indicated negative results across all categories. Peterson first shared his personal test
21 results, prompting the plaintiff to reciprocate based on previous in-person discussions
22 with A. Peterson breached the subject after the 2nd visit, which reflected his exertion of
23 power and control over her life that began in full force in January 2024. By the end of
24 January 2024, defendant Peterson had obtained every possible piece of personal
25 information about Rebekah Katherine Brewis despite being married.
26
27

1 164. On January 26th, 2024, two days after defendant Peterson requested to book
2 accommodation for plaintiff Brewis via Airbnb using his “Airbnb for Work” account
3 Peterson Farms and the @petersonfarmsinc.com domain, defendant Peterson booked a
4 six-month reservation for the plaintiff in Grand Rapids, Michigan, at Cityscape,
5 located at 1556 Michigan St NE #4, Grand Rapids, MI 49503. This reservation was
6 made via Airbnb for a total of \$12,186, covering the period from January 24th, 2024,
7 to July 31, 2024.
8

9
10
11 165. Defendant A. Peterson promised the plaintiff a permanent and committed
12 relationship and even bought her 2 different engagement rings and a commitment
13 necklace to deceptively prove his commitment to the plaintiff.
14

15 166. Defendant A. Peterson takes prescription medications, including Paxil and
16 Risperdal, which are typically prescribed for serious mental health conditions such as
17 schizophrenia and bipolar disorder, as disclosed during conversations with the
18 plaintiff. Risperdal is an atypical antipsychotic used to treat schizophrenia, bipolar
19 disorder, and irritability associated with autism.
20
21

22 167. Defendant A. Peterson consumed two glasses of alcohol during his first public
23 lunch date with the plaintiff at Fishbones Grill in Grand Rapids, Michigan, on
24 February 20, 2024, while also taking his prescribed psychiatric medications, based on
25 available information. Due to intoxication from the combination of alcohol and
26 prescription medications, neither Defendant A. Peterson nor Plaintiff Brewis could
27

1 legally consent to sexual activity. A. Peterson then sexually assaulted Plaintiff through
2 non-consensual anal penetration, jeopardizing Plaintiff's nine months of sobriety
3 through coercion, which nullified any capacity to provide legal consent to sexual
4 activity- particularly when considering financial coercion and Plaintiff's severe mental
5 health disabilities- aggravated further by a hypersexual and dominating male
6 millionaire using steroids and antipsychotic medications while drinking recklessly and
7 disregarding the law regarding women's bodily autonomy.
8

9
10
11 168. Along with being intoxicated due to the coercion of defendant A. Peterson,
12 plaintiff Brewis was also prescribed Adderall and Trazodone, which heightened the
13 sedative effects of the alcohol, resulting in greater impairment than usual for her.
14

15 169. Plaintiff Brewis is a physically and mentally disabled intersexed female with
16 documented diagnoses including but not limited to Autism Spectrum Disorder,
17 Intellectual disability, Chronic Complex PTSD, HIV, Ehlers-Danlos Syndrome,
18 gender dysphoria, and ADHD. These conditions qualify the Plaintiff for protected
19 status under multiple federal and state laws, including the Americans with Disabilities
20 Act (ADA) 42 U.S.C. § 12101 et seq., Section 504 of the Rehabilitation Act, the
21 Michigan Elliott-Larsen Civil Rights Act MCL 37.2103, the Illinois Human Rights
22 Act, 775 ILCS 5/ and applicable state LGBT anti-discrimination laws.
23
24

25
26 170. When the plaintiff first met defendant Aaron Peterson (“A. Peterson”) in
27

28 November 2023, the plaintiff had been sober from alcohol for over 9 months. Plaintiff

1 shared with Defendant A. Peterson as a “friend” (who was grooming the plaintiff to be
2 isolated as his “submissive sex slave”), due to alcohol in the past is associated with a
3 past rape attempt by a former sex partner and of her being taken advantage of in the
4 past because of her mental disabilities, the plaintiff would never drink alcohol ever
5 again.
6

7
8 171. The plaintiff had also completed more than six months of trauma therapy at the
9 Michigan Center for Traumatic Stress, focusing on complex PTSD treatment and
10 behavioral therapy resulting from two years of sexual trauma caused by past abusers.
11 At that point, the plaintiff had not been sexually active with anyone for over nine
12 months and had remained single, with only one trusted friend remaining after escaping
13 a history of past abusers.
14

15
16 172. To escape sexual servitude to the defendant, and following the advice of her
17 therapist, Liz Luidens, LLMSW from the Michigan Center for Traumatic Stress,
18 plaintiff Brewis sought career opportunities for personal and professional growth
19 within Peterson's company, which employs over 500 people. Plaintiff inquired about
20 prospective roles such as an executive assistant or a private depth researcher, among
21 others, but A. Peterson continued to force Ms. Brewis into sexual servitude and
22 slavery.
23
24
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1 173. See therapist notes, Michigan Center for Traumatic Stress dated February 15,
2 2024 @ 7:43 pm by Lyz Luidens, LLMSW, February 24, 2024 by Sylvia Johnson,
3 LMSW Supervisor):
4

5 Goal:

6 G1. To address and cope with how trauma and autism affects daily life, decision
7 making, and emotional regulation

8 G2. To address issues with their romantic relationship

9 G101: Client will explore trauma narrative to develop self-awareness and
10 understanding of influence on past and present behavior
11

12 G102: Client will learn to identify and express feelings in a healthy and appropriate
13 way

14 G103: Client will increase relational functioning by exploring and processing
15 narrative.

16 G201: Client will gain clarity about what they need and expect from a romantic
17 partner
18

19 G202: Client will learn to identify and express dissatisfaction within current
20 romantic relationship

21 G203: Client will pursue employment to relieve dependence on current romantic
22 relationship
23

24
25 174. On 03/07/2024, plaintiff Brewis' therapy was terminated by Lyz Luidens,
26 LLMSW for "no longer making appointments".
27

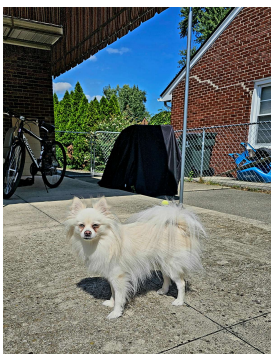
1 175. Plaintiff Brewis was initially a laid-off student worker and a full-time online
2 student at Oakland Community College, where she pursued an associate's degree in
3 business administration. She aspired to own a business and manage other companies in
4 an executive role.
5

6
7 176. Due to the sexually abusive and toxic situation that defendant Peterson created for
8 the plaintiff, she was compelled to withdraw from her classes, as she could not manage
9 the stress of being involved with the defendant while attending school simultaneously,
10 and informed defendant A. Peterson of this. On Thursday, Feb 8, 2024, 3:51 AM, the
11 plaintiff messaged A. Peterson, "I just dropped all my classes. I cannot deal with the
12 stress of college and the situation at hand, speaking generally."
13

14
15 177. Plaintiff Brewis was also manipulated into rehoming her two service animals,
16 Luna and Olly. On Monday, Mar 18, 2024, 1:31-:33 AM, Plaintiff messaged
17 Defendant A. Peterson: "They were my total support emotionally, and you insinuated
18 yourself into that and then separated us by your manipulation...It's like you cut me
19 down and down until the point where I couldn't be cut down any further and that this
20 was whole masochistic exploitation of me all along."
21

22
23
24 178. Below is the plaintiff's former service animal, "Luna," aka "Luna MoonPom."
25 The plaintiff owned Luna for over two years, from the age of 8 weeks. Once the
26 plaintiff adopted Luna, the plaintiff and Luna were bonded and completely
27

1 inseparable, traveling broadly together as her official service animal. Brewis was able
2 to reunite with and recover Luna in June 2025 after locating her in Michigan.



9 Luna

10
11 179. Below is the plaintiff's former service animal, Oliver, an entirely white purebred
12 Bichon Frise, and Luna's companion brother. It deeply saddens the plaintiff that she
13 had lost these two, whom she considered her babies, due to pressure, coercion, and
14 narcissistic control that aimed to divert the plaintiff's attention solely to him, adversely
15 affecting the plaintiff's fragile and vulnerable mental health status.
16



25 180. Defendant A. Peterson, showing a callous disregard for the plaintiff's needs,
26 wrote to the plaintiff about Luna, illustrating his undue power and influence to

27 negatively impact the plaintiff and her mental health disabilities: "I'm at an offsite

1 executive meeting today, but almost done. Happy you found a home for Luna... short-
2 term pain for hopefully a longer-term happiness.” Wednesday, Jan 31, 2024, 12:27 PM
3

4
5 181. Plaintiff Brewis was induced and influenced to obtain her passport, which she
6 received while on the work trip and ordered on the morning of February 27, 2024,
7 after the plaintiff and defendant woke up together to prepare for their separate day
8 plans. The defendant encouraged the plaintiff to part ways with her service animals
9 and cited the prospect of future vacations on trips with him on his Gulfstream jet as a
10 significant reason.
11

12
13 182. Defendant A. Peterson and Peterson Farms Fresh, LLC engaged in a pattern of
14 sex trafficking through force, fraud, and coercion by establishing a commercial sex
15 arrangement disguised as financial support, including systematic payments of
16 approximately \$1,000 to \$3,000 per encounter, (Such dates, amounts, and methods
17 include: “Cash App” payments, “for reassurance” on the dates of February 8, 2024 for
18 \$2,000, saying, “Reassurance[kisses]”, on February 10, 2024 for \$2500, on February
19 13, 2024 for \$2,000, February 20th, 2024 for \$500, and February 25, 2024 for \$1,500
20 and via Zelle using his Huntington Bank account to the plaintiff’s former bank, Credit
21 Union One on the dates of February 16, 2024 for \$3000, February 18, 2024, for \$3000,
22 February 21, 2024, for \$3000, March 1, 2024, for \$3000 and March 5, 2024, for
23 \$3000.), provision of housing, and other financial benefits in exchange for sexual acts,
24 in violation of 18 U.S.C. § 1591 (Sex trafficking of children or by force, fraud, or
25 coercion), §2421A (Promotion or facilitation of prostitution and reckless disregard of
26
27
28

1 sex trafficking), the Trafficking Victims Protection Act (TVPA), civil remedy
2 pursuant to 18 U.S.C. § 1595 and related trafficking statutes.
3

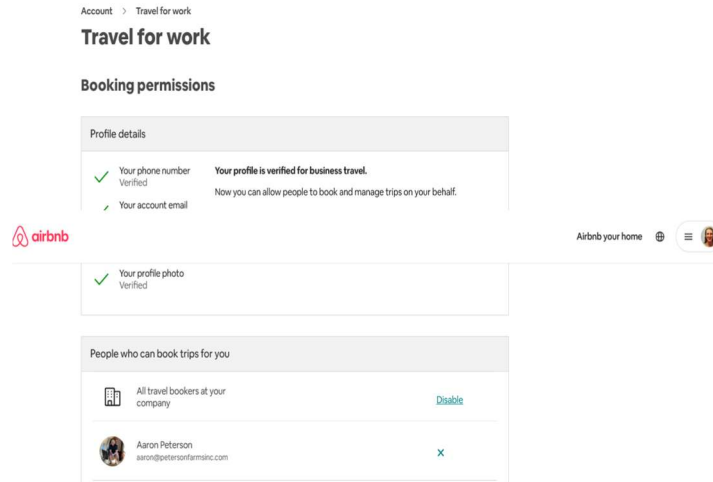
4
5 183. Defendant A. Peterson, along with Peterson Farms Fresh, Inc. and Peterson Farms
6 Fresh, LLC, engaged in a pattern of coercive control and sexual exploitation in
7 violation of 18 U.S.C. § 1591 by conditioning financial support on sexual compliance
8 and establishing a commercial sex arrangement through systematic post-sexual
9 monetary transactions occurring over approximately 20 encounters, with specific dates
10 and amounts to be provided through discovery.
11

12
13 184. Due to the imposed social restrictions and degree of isolation, the plaintiff was
14 groomed and manipulated by the defendant. This manipulation was achieved through
15 the systematic elimination of all her social supports to maintain power and control
16 over the plaintiff, which caused her to feel excessively submissive in the situation,
17 fearing he could do anything to her at any time, having complete control over her
18 housing, information, finances, and even who she did or did not have sex with.
19

20
21 185. The defendant maintained possession of all personal information in a file on his
22 computer, including date of birth, place of birth, social security number, parent names,
23 sibling names, past addresses, etc., as well as conducting nationwide deep searches on
24 the internet with follow-up questions about dates, asked while the plaintiff was
25 influenced by alcohol consumption. Throughout this arrangement, the plaintiff was
26 placed under the complete and direct control of defendant A. Peterson, who provided
27

1 “breadcrumb” support for the plaintiff’s everyday living expenses and monthly
2 housing costs, which the defendant fully controlled.

3
4
5 186. Defendant A. Peterson used his company work account to book plaintiff Brewis’s
6 housing through AirBnB, and under the plaintiff’s alternate name, Karissa Beach.



17 187. The defendant fraudulently booked a reservation on behalf of the plaintiff through
18 Airbnb's online platform, using his company email and corporate account to falsely
19 certify that Ms. Brewis was on a "consultant job" for Peterson Farms, constituting both
20 wire fraud under 18 U.S.C. § 1343 and corporate fraud through misappropriation of
21 company resources for illicit purposes. This action constitutes wire fraud under 18
22 U.S.C. § 1343, conspiracy to commit wire fraud under 18 U.S.C. § 1349,
23 misappropriation of corporate resources, and facilitation of sex trafficking activities in
24 violation of 18 U.S.C. § 1591, causing damages to the plaintiff in excess of \$75,000.
25
26
27

1 188. On January 24th, 2024, at 9:41 a.m., Defendant Peterson informed the Airbnb
2 hosts, Mason and Holly, via Airbnb messages in Grand Rapids, MI, “Thanks. Karissa
3 is a consultant working on a special project.” Defendant fraudulently booked this
4 reservation on behalf of the plaintiff through the online platform Airbnb, using his
5 company email and corporate account to falsely certify that Ms. Brewis was on a
6 "consultant job" for Peterson Farms, which constitutes both wire fraud under 18
7 U.S.C. § 1343 and corporate fraud through the misuse of company resources for
8 personal criminal activity.
9

10
11
12 189. Initially, in such housing, the plaintiff had access to a platform for making
13 complaints, asking questions, and providing suggestions, feedback, or reviews. She
14 also had access to customer service through the app and her Airbnb work account
15 under the name Karissa Beach, using the email karissabeach@pm.me.
16

17
18 190. On March 26, 2024, defendant A. Peterson booked a six-month lease at 1
19 Lakeside Lane, Fox Lake, IL 60020, a spacious waterfront three-bedroom retreat
20 Airbnb property, from March 27 to September 26, 2024, for \$33,208.09, as indicated
21 in an email receipt sent by Aaron Peterson (See, **Exhibit AAF**). After the plaintiff left
22 the Grand Haven Airbnb and was reassigned to the Fox Lake, IL Airbnb from the
23 Grand Haven, MI Airbnb reservation, remarkably, they were not added to the booking
24 as they had been previously. Plaintiff Brewis was excluded and unable to access
25 customer service, file complaints, or be officially acknowledged during stressful times
26
27

1 of harassment by the plaintiff's RYRE LLC and Nathan Brown, along with his
2 property assistant named Joseph.

3
4
5 191. On approximately March 21st, 2024, and continuing to the present, Defendant A.
6 Peterson has prevented the plaintiff from escaping the "long arm" of Lakewood
7 Organics, LLC and A. Peterson by refusing and willfully failing to book
8 accommodations for the plaintiff in Los Angeles, California, the plaintiff's hometown.
9 This acts to control the plaintiff's geographic location and increase accessibility for
10 potential "sexually intimate encounters, " serving as a tactic and strategy to oppress
11 plaintiff Brewis. This demonstrates the defendant's ongoing pattern of coercive control
12 through geographic isolation and manipulation within the context of the domestically
13 abusive relationship between the plaintiff and the defendant.
14

15
16
17 192. Before being unlawfully evicted by defendant Nathan Brown through an illegal
18 self-help eviction in violation of 765 ILCS 705, the Illinois Forcible Entry and
19 Detainer Act, and the Fair Housing Act, 42 U.S.C. § 3601 et seq., due to the plaintiff's
20 protected status, in June 2024, plaintiff Brewis was a lawful legal resident of 1
21 Lakeside Lane, Fox Lake, IL, as evidenced by her Illinois State Driver's License,
22 which lists her home address as 1 Lakeside Lane, along with her voter registration
23 card. Plaintiff Brewis also had a total of five vehicles valued at over \$100,000
24 registered at the property at one time and possessed a large home filled with brand-
25 new property exceeding approximately \$40,000, most of which she purchased through
26 Amazon.com. See, **EXHIBIT: AAG**
27

1
2 193. While the plaintiff resided at 1 Lakeside Lane, Fox Lake, IL, in Lake County,
3 Illinois, Brewis felt very unsafe due to generalized anxiety about being there and the
4 defendants having full control over her housing with full knowledge of her location.
5 Nevertheless, she felt she had no other choice but to stay. To cope, she engaged in
6 various passive-aggressive behaviors to try to “warn off” defendant Peterson in case
7 he planned to come to her home and cause harm to her or another acquaintance. Miss
8 Brewis purchased a complete Arlo professional home security system, featuring three
9 outdoor cameras with professional monitoring, a Ring doorbell, and an additional Ring
10 indoor camera with a panoramic view.
11
12

13
14 194. Plaintiff Brewis also adopted a large female Siberian Husky weighing
15 approximately 60 lbs. She communicated all security measures to defendant Peterson
16 through texts and emails due to concerns for Aaron Peterson and as safety precautions
17 to guard against unwarranted intrusions by the “owner, ” defendant Nathan Brown.
18 This was prompted by an incident that occurred on the very first day of the lease after
19 the plaintiff had already taken possession and placed most of her property in the home.
20
21

22
23 195. Plaintiff became increasingly aware over time that Defendant Peterson had
24 concerning connections through his pattern of exploiting vulnerable individuals.
25

26 196. Many of these women, on information and belief, have strong connections to
27 gang affiliations, and it is likely that some of them have pimps or are linked to others
28

1 involved in sex trafficking. On information and belief, after plaintiff Brewis and the
2 defendant ended the defendant's duplicitous "relationship," defendant Peterson
3 violated the mutual NDA dated March 21, 2024, around July to August 2024, by
4 revealing the identity of "Karissa Beach" to his street associates.
5

6
7 197. On information and belief and supported by documented evidence of interstate
8 travel arrangements and payments, Defendant A. Peterson has engaged in a systematic
9 pattern of trafficking plaintiff using corporate resources and to facilitate interstate
10 travel for commercial sexual activity in violation of federal trafficking laws. On
11 information and belief, defendant Peterson has used his companies' resources, i.e.,
12 legal and financial, for the specific purpose of satisfying the defendants' hypersexual
13 and sexually hyperactive and explicit jet-set lifestyle. In furtherance, defendant A.
14 Peterson was even preparing the plaintiff for interstate and international travel,
15 instructing her to get her passport, which the defendant admitted to even paying for via
16 texts in March 2024.
17
18

19
20 198. Defendant A. Peterson also told plaintiff Brewis that he owned a "Gulfstream
21 Jet," which led Mrs. Brewis to purchase brand-new Samsonite luggage and influenced
22 her to obtain a passport during her trip to Chicago with Peterson, intending to travel
23 and fly internationally. This situation pressured the plaintiff to detach from her service
24 animals due to Peterson's narcissistic love-bombing with attention, money, and long-
25 term promises, aiming to trick plaintiff Brewis into making the defendant the sole
26 focus of her life. This satisfied the plaintiff's predatory and narcissistic traits, as they
27

1 sought to isolate and control her. “I’m the first person that you’ve truly let your guard
2 down with....it’s always been inside of you. ***I’m the lucky one that gets to experience***
3 ***all of that pent-up love and emotion.***” Saturday, Feb 24, 2024, 3:25 PM
4

5
6 199. The defendant’s retaliatory actions rendered the plaintiff homeless after she
7 confronted defendant A. Peterson about the abuse in June 2024 while on a Los
8 Angeles, CA, work trip to change her name legally from Rebekah Katherine Brewis to
9 Karissa Love Beach.
10

11
12 200. Tyler Moreno, LLMSW, of the Michigan Center for Traumatic Stress, wrote on
13 behalf of the plaintiff for college disability accommodations due to an intellectual
14 disorder at Oakland Community College in September 2023:
15

- 16
- 17 • ***“the implications of this diagnosis moderately impair the client’s ability to organize***
18 ***and remember new information, communicate clearly and effectively in a timely***
19 ***manner, focus for long periods of time, and access the full range of their working***
20 ***memory. The moderate impairment of these abilities affects the client’s ability to***
21 ***process auditory and written information in a distracted environment and recall***
22 ***new information without guided instruction or access to constant communication”***
23
- 24

25 201. The plaintiff requires at least two to three hours of self-care each day in private,
26 quiet, and habitable accommodations to maintain her health and well-being. She finds
27 this challenging due to the difficulties associated with her autism, combined with
28

1 homelessness, Ehlers-Danlos syndrome, dermatosparaxis type (dEDS), also known as
2 EDS Type VIIC, which is extremely rare, with only a small number of cases reported
3 worldwide. In the United States, it is estimated that fewer than 1,000 people have this
4 condition, which translates to approximately *1 in 200,000*). Additionally, she deals
5 with ADHD and the effects of complex PTSD and untreated trauma inflicted by
6 previous experiences. Lacking adequate time for daily self-care leads to what is
7 commonly known as “autistic burnout, ” and she experiences a state referred to as
8 “defensive mode” due to the excessive stress of coping with life as a neurodivergent
9 individual, along with sensory processing impairments and coping difficulties.
10
11

12
13 202. During the work trip in LA and the ensuing conflict with Defendant A. Peterson,
14 Defendant violated Michigan's Whistleblower Protection Act (MCL 15.361 et seq.),
15 federal whistleblower protections under 18 U.S.C. § 1514A, and anti-retaliation
16 provisions of the Trafficking Victims Protection Act by explicitly threatening to
17 terminate and subsequently terminating Plaintiff's housing and financial support in
18 direct retaliation for Plaintiff's protected activity of attempting to report illegal
19 conduct, including but not limited to trafficking, sexual exploitation, and misuse of
20 corporate resources, to the board of Peterson Farms Fresh, LLC.
21
22

23
24 203. This fight occurred while she was at Defendant A. Peterson's Airbnb in Los
25 Angeles, which he had reserved for the plaintiff. This serves as additional evidence
26 that Defendant A. Peterson intended to violate the active NDA agreement provisions,
27

1 which allow for six months of continuous housing to provide the plaintiff with a safe
2 and healing environment to “start over fresh. ”
3

4
5 204. Defendants A. Peterson, Nathan Brown, Andrew Twyman, RYCRE, LLC
6 ultimately ousted and unlawfully evicted plaintiff Brewis from her housing residence
7 at 1 Lakeside Lane, Apt 5, Fox Lake, IL, because she began refusing to remain silent
8 about the defendants’ illegal activities. These activities caused substantial damage to
9 plaintiff Brewis and her planned business, Aero Swift, LLC, which was incorporated
10 on August 1, 2024, by plaintiff owner Rebekah Brewis. (See Aero Swift, LLC’s
11 website at www.aeroswift.org).
12

13
14 205. After the ensuing eviction, plaintiff was overwhelmed and very hurt and angry by
15 defendant A. Peterson’s actions of allowing the self-help eviction to occur, which A.
16 Peterson condoned to bring to fulfilment defendant’s threat against plaintiff for
17 engaging in legally protected activities of fighting the forced ouster. One morning in
18 early August 2024, plaintiff Brewis woke up from a nightmare and immediately sleep-
19 texted, believing she was sleeping and dreaming, defendant Peterson, while
20 emotionally anguished by flashbacks caused by plaintiff’s PTSD. Plaintiff Brewis
21 panicked and deleted the text about 10 minutes later after waking up, once she realized
22 what had happened and the potential consequences.
23
24

25
26 206. Within two weeks, starting in August 2024, while the plaintiff was residing at
27 2751 Ogden Avenue, Downers Grove, IL, dozens of visitors began accessing the

1 plaintiff's Facebook profile, "Karissa Beach," seemingly directed from Grand Rapids,
2 MI, and Kentwood, MI. This included a group of interconnected employees —
3 multiple friends actively on Facebook —of Benteler Automotive in Grand Rapids,
4 Michigan. The plaintiff also grew highly suspicious as she believed her residential
5 location had been compromised due to a significant amount of unusual interest and
6 activity from several individuals trying to approach and communicate with her over
7 those two weeks. The plaintiff took care to install security cameras in the area where
8 she parked, with 24/7 professional monitoring, exited at unpredictable times, and only
9 with her large dog. She left and reentered quickly, mostly very early or late when it
10 was darker, and never loitered to ensure her safety.
11
12

13
14 207. "It is estimated that stalkers are violent toward their victims between 25 and 35
15 percent of the time, and the group most likely to be violent is composed of those who
16 have had an intimate relationship with the victim.⁶ Nearly one-third of all women
17 killed in this country die at the hands of a current or former intimate.⁷ Although no
18 national figures are available, it is estimated that between 29 and 54 percent of female
19 murder victims are battered women.⁸ A significant number of these murders and
20 attempted murders of women are believed to be preceded by stalking."
21
22

23
24 208. "Numerous studies indicate that separation is the most dangerous period for
25 victims of domestic violence.¹¹ Fearing loss of control over their victims, batterers
26 often escalate their abuse when their victims seek escape.¹² In the National Violence
27 Against Women (NVAW) Survey, discussed in Chapter 1, victims cited the stalkers'

1 desire to control them as the most frequent reason for the stalking behavior”. (Stalking
2 and Domestic Violence The Third Annual Report to Congress under the Violence
3 Against Women Act)
4

5
6 209. On or about February 6-10th, 2024, Plaintiff Brewis contracted COVID-19
7 through intimate contact with Defendant Peterson, who plaintiff contends knowingly
8 and recklessly exposed her to the virus, and flippantly told plaintiff Brewis about
9 being infected the previous week without isolating per medically established COVID-
10 19 protocol, the next WEEK with plaintiff Brewis and until AFTER their sexual
11 encounter, disabling her even further which further caused withdrawal from plaintiff’s
12 college classes at Oakland Community College, where she was a straight A top student
13 taking business law classes, along with Ethics and Macroeconomics, working towards
14 her degree in Business Administration.
15

16
17
18 210. From the middle of November until the middle of February 2024, the defendant’s
19 actions led her to sever ties with all her social support, including her trauma therapist
20 and therapy at the Michigan Center for Stress, her college education at Oakland
21 Community College, her former best friend J. Morey, her two service animals, Luna
22 and Oliver (excluding Bellah in February 2025), and potential legal counsel, attorney
23 Sheldon L. Kay of Sheldon L. Kay & Associates, whom the plaintiff befriended during
24 her classes with Mr. Kay in Business Law at Oakland Community College.
25
26
27

1 211. When the plaintiff arrived at 1 Lakeside Lane, Apt 5, Fox Lake, IL, she lacked
2 social support and felt too emotionally numb to reach out and establish new positive
3 relationships. Furthermore, being forced to move by defendant A. Peterson more than
4 four times in six months caused the plaintiff extreme physical and emotional
5 exhaustion, making emotional regulation impossible due to the numerous unstable
6 living arrangements she faced without any recognized legal rights regarding her
7 housing under the control of defendants A. Peterson, Brown, and Airbnb collectively.
8

9
10 212. This was primarily due to a coercive arrangement in which defendant A. Peterson
11 exercised complete control over the plaintiff's housing and financial security,
12 compelling her to submit to his sexual demands at any time and location of his
13 choosing. This constituted sex trafficking under 18 U.S.C. § 1591 while also expecting
14 her to remain silent about the abuse and not disclose anything, facing immediate
15 punishment through the withholding of financial support care.
16
17

18
19 213. On February 19th, 2024, Defendant Peterson knowingly engaged in interstate
20 transportation for purposes of commercial sexual activity in violation of 18 U.S.C. §
21 2421, constituting sex trafficking by force, fraud, or coercion under 18 U.S.C. § 1591,
22 as evidenced by the following pattern of payments and transportation arrangements: by
23 paying for Plaintiff's transportation arrangements through Carvana, LLC, and through
24 making "Cash App" payments "for reassurance" on the dates of February 8, 2024 for
25 \$2,000, saying, "Reassurance [kisses]," on February 10, 2024, for \$2500, on February
26 13, 2024 for \$2,000, February 20th, 2024 for \$500, and February 25, 2024 for \$1,500
27

1 and via Zelle using his Huntington Bank account to the plaintiff's former bank, Credit
2 Union One on the dates of February 16, 2024, for \$3000, February 18, 2024, for
3 \$3000, February 21, 2024, for \$3000, March 1, 2024, for \$3000 and March 5, 2024,
4 for \$3000.
5

6
7 214. Defendant Peterson also employed trickery, coercion, enticement, and deception
8 to involve Plaintiff in prostitution in Chicago, IL. He deliberately misrepresented the
9 nature of his relationship with the Plaintiff, fraudulently concealing his married status
10 while engaging in a pattern of emotional manipulation and control. Although he was
11 fully married and had not initiated any divorce proceedings, he only verbalized fantasy
12 plans to the Plaintiff. The extent of this deception aimed at Plaintiff Brewis, due to her
13 autism, was a narcissistic love bombing that Plaintiff was not psychologically or
14 emotionally equipped to handle, given her complete loss of control over her life and
15 her total forced reliance on Defendant A. Peterson, which robbed her of her bodily
16 autonomy and control.
17
18

19
20 215. The plaintiff felt apprehensive about going to Chicago because she feared that
21 Defendant A. Peterson was setting her up. Defendant Peterson drove his Porsche with
22 another passenger, and would not disclose to plaintiff Brewis who it was (wife for a
23 setup and retaliation? A secret friend? Work subordinate/associate?). At the defendant
24 Viceroy Hotel, Defendant A. Peterson sexually assaulted Plaintiff Brewis while she
25 was incapacitated and unable to provide legal consent due to alcohol consumption that
26
27 Defendant had deliberately encouraged and facilitated, constituting sexual assault

1 under 720 ILCS 5/11-1.20, which Defendant had coercively pressured her to engage
2 in, constituting battery and sexual assault under Illinois law. This rendered her unable
3 to consent and caused periods of unconsciousness during which additional assaults
4 may have occurred.
5

6
7 216. **Alarmingl**y, the plaintiff has no memory of any nights spent with defendant A.
8 Peterson, consistently waking up in an extraordinarily groggy and disoriented state
9 that is inconsistent with typical alcohol consumption. This provides strong evidence
10 that defendant A. Peterson deliberately incapacitated her by serving her drinks each
11 night. It was the only other time she had consumed alcohol since she last drank two
12 glasses at Fishbones on a date on February 20, 2024, when defendant A. Peterson took
13 advantage of the plaintiff sexually after her intoxication caused her to pass out. The
14 plaintiff woke up and darted into the bathroom, crying convulsively before returning
15 later to lie down, curled on her side in the fetal position, and dissociating with
16 flashbacks.
17
18

19
20 217. The defendants' charade was furthered by instructing staff that I was “Mrs.
21 Peterson” and A. Peterson even took the plaintiff to the jewelers the next morning and
22 bought her a \$3,000 diamond “commitment” ring and a brand-new pair of black Louis
23 Vuitton sandals.
24

25
26 218. Plaintiff wished to be treated normally just like any other individual by defendant
27 and not to be marginalized and in shame “erased” through the NDA agreement,
28

1 attempting to cripple plaintiff's association rights by contacting and applying for
2 positions at Peterson Farms and approaching the company through plaintiff's drone
3 and legal consulting business, Aero Swift, LLC. The NDA agreement, which is void as
4 against public policy, obtained through duress, and constitutes an unlawful contract
5 designed to conceal federal crimes in violation of 18 U.S.C. § 1512, explicitly
6 attempted to forbid plaintiff Brewis from reaching out to any employees or businesses
7 associated with Aaron Peterson, in violation of plaintiff's First Amendment rights and
8 whistleblower protections, showing the immense fraud he perpetuated in disguising
9 having any type of subjugated relationship with plaintiff Brewis.
10
11

12
13 219. The plaintiff contacted defendant A. Peterson via phone and email on March 5,
14 2025, regarding the plaintiff's RV trailer's septic tank freezing and bursting during the
15 prolonged sub-zero winter storms, which left the plaintiff unexpectedly homeless. The
16 RV trailer, a 2008 Jayco Jay Feather Sport, was purchased on October 15, 2024, for
17 \$4,500 using savings from NDA contractual obligations as stipulated by A. Peterson,
18 which A. Peterson had only *partially* fulfilled.
19
20

21
22 220. According to the NDA Agreement dated March 21, 2024 and subsequent
23 agreements via text, Defendant A. Peterson was contractually obligated to provide the
24 plaintiff with adequate funding to secure suitable housing. However, plaintiff Brewis
25 was forced to vacate 1 Lakeside Lane, Fox Lake, IL, in a hurry to purchase an
26 adequate RV trailer but failed to meet this obligation by sending only \$20,000 instead
27 of the requested \$30,000. This shortfall directly prevented the plaintiff from acquiring
28

1 a new trailer capable of safely accommodating both herself and her service animal,
2 Bellah Beach.

3
4
5 221. As a direct and foreseeable result of Defendant A. Peterson's material breach of
6 the NDA Agreement, the plaintiff was forced to purchase a substandard used trailer
7 under extreme duress. She could not maintain her residence during the winter without
8 incurring thousands of dollars in furnace upgrades, as the furnace was sold to her
9 broken and ultimately did not function. The trailer became uninhabitable due to the
10 septic tank freezing and bursting, caused by subzero winter storms in December 2024
11 in the Midwest. The plaintiff had to vacate the trailer after vomiting multiple times and
12 becoming ill from sewage backing up into the cabin.
13

14
15 222. The plaintiff had Progressive Insurance coverage as a full-time employee;
16 however, her claim, if approved, would only provide her with the actual cash value of
17 the trailer rather than the replacement cost due to its 18-year-old age. Any trailer
18 insured must be at least 5 years old or less to qualify for complete replacement. Since
19 the plaintiff would have received only about \$ 1,500 from insurance if the claim were
20 approved, and Progressive did not inspect the trailer for over three weeks after the
21 claim was initiated, the plaintiff was forced to sell it on February 15, 2025, for \$900 to
22 Trent Gentry of Joliet, IL, to secure alternative housing and avoid homelessness.
23
24

25
26 223. The plaintiff had been living out of a rented vehicle for more than a month, from
27 February to March 2025, and became increasingly ill due to her conditions and

1 insufficient rest to recover, which made daily planning and survival very difficult for
2 her.

3
4
5 224. Due to defendant A. Peterson forcing and causing plaintiff Brewis to relocate
6 multiple times to maintain her and her service animal's safety since the unlawful
7 eviction in June 2024 by the defendants, her personal work life has been disrupted,
8 resulting in thousands of dollars in lost income, as well as the loss of two new
9 motorcycles: a 2024 Yamaha MT-07 and a 2024 Yamaha XT-250. She purchased both
10 in full at Dupage Honda in Dupage County, Illinois, in April and May 2024 for a total
11 of approximately \$20,000.
12

13
14 225. Due to the plaintiff being forced to move to Illinois, she never received her car
15 title and registration for her 2019 GMC Terrain, which defendant A. Peterson paid off
16 the amount of \$20,757.40 on March 20, 2024, until August 5, 2024, at the State of
17 Michigan DMV office. This interfered with her handling of business and sales of her
18 vehicles, resulting in thousands of dollars in losses, as stipulated in the NDA
19 agreement. The plaintiff was forced to sell her vehicle for \$14,000 on August 6, 2024,
20 resulting in a total vehicle loss and depreciation of over \$6,000.
21
22

23
24 226. The plaintiff's temporary registration ended on May 6, 2024, forcing her to
25 purchase another vehicle under duress from Carvana LLC and Aaron Peterson in
26 combination, which is part of another anticipated pending lawsuit. This situational
27 strain cost the plaintiff Brewis over \$40,000 in losses between the deposit for her 2023
28

1 Ford Explorer ST, which amounted to approximately \$26,000 in total, and the loss of
2 sale value from being unable to sell her 2019 GMC Terrain SLE Sport due to the title
3 being improperly processed and withheld by Carvana LLC for over three months past
4 the requirements.
5

6
7 227. Plaintiff, due to the online stalking by defendant A. Peterson and fears of his
8 vindictiveness, was also forced to sell her 2023 Ford Explorer ST under duress, on
9 which she had nearly 50 percent paid off, retaining equity and having made no missed
10 payments. The plaintiff owed \$38,000 remaining on her 70-month car loan with
11 Carvana.
12

13
14 228. Plaintiff Brewis purchased her Ford Explorer ST through Carvana.com on May
15 11, 2024, without any co-signers, for \$61,765, making a down payment of \$26,790.
16 After experiencing stalking at her previous residence, the plaintiff felt she had no
17 choice but to flee as quickly as possible and sell or exchange as much of her property
18 as she could in order to travel light and maximize her chances of entirely escaping any
19 known locations that the defendant might associate with her, including storage
20 providers, particularly U-Haul storage in Spring Grove, Illinois.
21

22
23
24 229. Defendants have cost the plaintiff thousands of dollars in losses from electronics
25 purchased as capital assets for her business, Aero Swift, LLC. This includes Aero
26 Swift, LLC's work drone, Nighthawk, and her service animal, Bella Beach, which she
27 had to surrender due to her inability to maintain a home as a result of A. Peterson's
28

1 negligence. This reckless behavior continues to impact the plaintiff and her disabilities
2 to this day negatively.



11 Bellah Beach with "Nighthawk", Aero Swift, LLC's work drone

12
13
14
15 230. In violation of the NDA agreement and contravening domestic violence anti-
16 stalking protection laws, Plaintiff Brewis discovered from February to August 2025
17 that multiple individuals from Petersons Farms Fresh, LLC, including directors,
18 officers, family members, and former executive management, learned of her online
19 and legal identity. These individuals took independent and collective actions to
20 research her Facebook profile, prompting plaintiff Brewis to attempt to file a lawsuit
21 against the defendants. However, she faced interference when her PayPal banking
22 account was compromised, immobilized, and restricted. Additionally, her contract
23 arrangements for a car rental through Enterprise, LLC were severely disrupted during
24 her mid-trip. At the time, plaintiff Brewis was already homeless, living with her
25 service animal in a 2024 Pacifica van rented through her business at a reduced rate.
26
27

1
2 231. Due to the previously mentioned service disruption and interference with her
3 personal and work activities, while using an Aero Swift, LLC rental, plaintiff Brewis
4 and Aero Swift, LLC lost the remaining deposit after the rental was to be returned,
5 causing the plaintiff to return the car and lose all modes of transportation concurrently
6 homeless.
7

8
9 232. On or about March 8th, 2025, Plaintiff Brewis was also forced to surrender her
10 service animal, Bellah Beach, to the DuPage County Animal Shelter while crying
11 convulsively because she could no longer provide a home for her. After searching for a
12 whole month to rehome her, she prepared for the worst, which ultimately came to pass.
13

14
15 233. The defendants' actions constitute intentional and systematic unlawful
16 discrimination based on gender identity and sex characteristics, violating Title VII of
17 the Civil Rights Act of 1964, as interpreted by *Bostock v. Clayton County*, 140 S. Ct.
18 1731 (2020), the Michigan Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended
19 by 2023 PA 6, the Illinois Human Rights Act, 775 ILCS 5/, and other applicable
20 federal and state anti-discrimination laws protecting LGBTQ+ individuals.
21

22
23
24 234. Defendants engaged in discriminatory conduct by creating a hostile environment
25 in her living and working conditions at 1 Lakeside Lane, Fox Lake, IL, and attempting
26 to build her business without interruption. This resulted in adverse actions against the
27 plaintiff due to her gender identity and sex characteristics. Defendants RYCRE LLC,
28

1 Nathan Brown, Andrew Twyman, and A. Peterson unlawfully evicted the plaintiff by
2 failing to include her in the Airbnb reservations, which would have allowed her to file
3 formal complaints as a “guest” on the reservation controlled and managed by Aaron
4 Peterson. Additionally, they wholly failed to provide the necessary accommodations
5 requested by the plaintiff under the ADA. They did not follow the state eviction
6 process protocols as outlined in the Illinois Revised Statutes.
7

8
9 235. The defendants' actions demonstrate discrimination against disabled transgender
10 individuals and intersex women, violating established civil rights protections. This is
11 evidenced by their deliberate indifference and negligent recklessness in handling the
12 legal controversy involving plaintiff Brewis, particularly given her limitations in
13 mental, physical, and emotional capacities, which shows callous disregard and
14 animosity detrimental to the plaintiff's health and welfare.
15
16

17
18 236. Defendant A. Peterson is utilizing his power and influence, his role as CEO, and
19 his firm, Varnum LLP, to target plaintiff Brewis in any way they believe is legally
20 permissible, given their flawed legal perspectives and beliefs regarding their treatment
21 of plaintiff Brewis in these matters.
22
23
24
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26
27

1 **VI. CLAIMS FOR RELIEF**

2 **COUNTS I-XVII**

3
4
5 **COUNT I – FEDERAL SEX TRAFFICKING BY FORCE, FRAUD, OR COERCION**

6 (18 U.S.C. § 1591 & § 1595 – Individual Liability Against AARON LEROY PETERSON)

7
8
9 1. Plaintiff incorporates all prior allegations as if fully set forth herein.

10
11 2. Plaintiff is an intersex woman and a person with documented disabilities including
12 autism spectrum disorder, Intellectual disability, ADHD, and complex PTSD, as defined under
13 federal and state law, making her particularly vulnerable to exploitation and manipulation.
14

15
16 3. Defendant AARON LEROY PETERSON knowingly recruited, enticed, harbored,
17 transported, provided, obtained, maintained, and solicited Plaintiff by means of force, threats of
18 force, fraud, and coercion to cause Plaintiff to engage in commercial sex acts.
19

20
21 4. Between January 2024 and March 2024, Defendant PETERSON systematically
22 exploited Plaintiff's vulnerability by fabricating an intimate relationship while being married,
23 inducing her to cross state lines from Michigan to Illinois under false pretenses of commitment
24 and future marriage.
25

1 5. Defendant PETERSON used force, fraud, and coercion including: (a) complete
2 financial control and dependency creation; (b) fraudulent misrepresentation of marital status
3 claiming to be "in the process of divorcing"; (c) exploitation of Plaintiff's documented autism
4 and disability status; (d) suspected administration of intoxicating substances without consent at
5 the Viceroy Hotel; and (e) creation of social isolation and housing dependency.
6

7
8 6. Defendant PETERSON caused Plaintiff to engage in commercial sex acts through
9 systematic payments of \$1,000 to \$3,000 per sexual encounter, totaling over \$30,000 in
10 documented payments including: Cash App payments on February 8 (\$2,000), February 10
11 (\$2,500), February 13 (\$2,000), February 20 (\$500), and February 25 (\$1,500); and Zelle
12 payments on February 16 (\$3,000), February 18 (\$3,000), February 21 (\$3,000), March 1
13 (\$3,000), and March 5 (\$3,000).
14
15

16
17 7. In *United States v. Rivera*, 799 F.3d 180, 185–86 (2d Cir. 2015), the court held that a
18 TVPA conviction did not require financial gain; sexual access acquired through coercive means
19 satisfied the "benefit" element.
20

21 8. In *United States v. Todd*, 627 F.3d 329, 334–35 (9th Cir. 2010), the court found that
22 sexual gratification obtained through manipulation and threats could establish a violation of 18
23 U.S.C. § 1591.
24
25
26
27

1 9. As further supported in *Canosa v. Ziff*, 2019 WL 498865 (S.D.N.Y. Feb. 8, 2019), the
2 use of NDAs and legal coercion to silence abuse victims may be considered part of a trafficking
3 scheme when other coercive elements are present.
4

5
6 10. Plaintiff brings this civil action under 18 U.S.C. § 1595 and seeks compensatory and
7 punitive damages, declaratory relief, costs, and attorneys' fees.
8

9
10 **COUNT II – FEDERAL SEX TRAFFICKING ENTERPRISE LIABILITY**

11 (18 U.S.C. § 1591 & § 1595 – Corporate Defendants)
12

13
14 1. Plaintiff incorporates all prior allegations as if fully set forth herein.
15

16 2. Defendants PETERSON FARMS FRESH, LLC and PETERSON FARMS, INC.
17 (collectively "Peterson Enterprise Defendants") knowingly benefited financially and otherwise
18 from participation in a venture engaged in sex trafficking in violation of 18 U.S.C. § 1591.
19

20
21 3. The Peterson Enterprise Defendants operated as a unified business enterprise under the
22 control and direction of AARON LEROY PETERSON as CEO, with shared management,
23 financial integration, and coordinated operations.
24

25
26 4. The Peterson Enterprise Defendants knowingly facilitated and benefited from the sex
27 trafficking scheme by: (a) providing corporate bank accounts used for trafficking payments; (b)

1 funding transportation and housing arrangements for trafficking purposes; (c) allowing business
2 credit cards and corporate resources to be used for trafficking operations; (d) maintaining
3 business records that documented the trafficking payments; and (e) providing corporate legal
4 resources to create the coercive release agreement.
5

6
7 5. As established in *Ricchio v. McLean*, 853 F.3d 553 (1st Cir. 2017), corporate entities
8 can be held liable under § 1595 when they knowingly benefit from trafficking activities, even
9 when not directly engaged in the underlying conduct.
10

11
12 6. Plaintiff seeks damages, disgorgement of profits, declaratory relief, and injunctive
13 relief against the Peterson Enterprise Defendants under 18 U.S.C. § 1595.
14

15 **COUNT III – ILLINOIS TRAFFICKING IN PERSONS ACT VIOLATION**

16 (720 ILCS 5/10-9 – Individual and Corporate Liability)
17

18
19 1. Plaintiff incorporates all prior allegations as if fully set forth herein.
20

21
22 2. Defendants AARON LEROY PETERSON and the Peterson Enterprise Defendants
23 violated the Illinois Trafficking in Persons Act, 720 ILCS 5/10-9, by knowingly
24 trafficking Plaintiff for commercial sexual activity.
25

26
27 3. The trafficking conduct occurred within Illinois during Plaintiff's transportation to and
28 exploitation at the Viceroy Hotel in Chicago from February 26-28, 2024, where

1 defendants caused Plaintiff to engage in commercial sexual acts through force, fraud, and
2 coercion.

3
4
5 4. Under 720 ILCS 5/10-9(g), Plaintiff is entitled to civil remedies including
6 compensatory damages, punitive damages, and attorney's fees as a victim of trafficking in
7 persons.

8
9
10 5. Plaintiff seeks damages, restitution, and injunctive relief under the Illinois Trafficking
11 in Persons Act.

12
13 **COUNT IV – MICHIGAN HUMAN TRAFFICKING ACT VIOLATION**

14 (MCL 750.462a – Individual and Corporate Liability)

15 1. Plaintiff incorporates all prior allegations as if fully set forth herein.

16
17
18 2. Defendants AARON LEROY PETERSON and the Peterson Enterprise Defendants
19 violated Michigan's Human Trafficking Act, MCL 750.462a, by engaging in human
20 trafficking for commercial sexual activity.

21
22
23 3. The trafficking conduct originated in Michigan where defendants recruited and
24 controlled Plaintiff, used Michigan-based corporate resources to facilitate trafficking, and
25 transported Plaintiff from Michigan to Illinois for commercial sexual exploitation.

1 4. Under MCL 750.462k, Plaintiff is entitled to civil remedies including compensatory
2 damages, punitive damages, reasonable attorney's fees, and other relief deemed just by
3 the court.
4

5
6 5. Plaintiff seeks damages, restitution, and injunctive relief under Michigan's Human
7 Trafficking Act.
8

9
10 **COUNT V – FEDERAL FAIR HOUSING ACT VIOLATIONS**

11 (42 U.S.C. § 3604 – Disability Discrimination and Unlawful Eviction)
12

13 1. Plaintiff incorporates all prior allegations as if fully set forth herein.
14

15 2. Defendants AARON LEROY PETERSON, NATHAN BROWN, ANDREW
16 TWYMAN, and RYCRE, LLC violated the Federal Fair Housing Act, 42 U.S.C. § 3604,
17 by discriminating against Plaintiff in housing based on her disability status and engaging
18 in unlawful eviction practices.
19

20
21 3. Plaintiff is a person with disabilities as defined under federal law, including autism
22 spectrum disorder, ADHD, and complex PTSD, making her a member of a protected
23 class under the Fair Housing Act.
24
25
26
27

1 4. From April 2024 through June 2024, Plaintiff resided at 1 Lakeside Lane, Apt 5, Fox
2 Lake, Illinois 60611, under a six-month Airbnb reservation arranged and paid for by
3 Defendant PETERSON through his corporate accounts.
4

5
6 5. Defendants NATHAN BROWN and ANDREW TWYMAN, as managers of RYCRE,
7 LLC, the entity controlling the rental property, engaged in disability-based harassment
8 and discrimination including: (a) targeting Plaintiff because of her visible autism and
9 intellectual disabilities; (b) creating hostile housing conditions designed to exploit her
10 documented sensory processing disorders; (c) using knowledge of her PTSD to increase
11 psychological distress; and (d) coordinating with property manager "Joseph" to engage in
12 surveillance and harassment.
13

14
15 6. In June 2024, defendants engaged in unlawful "self-help" eviction practices in
16 violation of 42 U.S.C. § 3604(f)(1) and (f)(2) by: (a) threatening to tow Plaintiff's
17 vehicles (2019 GMC Terrain, 2023 Ford Explorer ST, 2024 Yamaha XT-250, 2024
18 Yamaha MT-07) within 24 hours; (b) deliberately turning off the water heater to
19 eliminate hot water; (c) cutting off electricity to essential areas; (d) disabling the cooling
20 system during summer months; (e) creating loud metal banging noises to exploit
21 Plaintiff's autism-related sensory sensitivities; and (f) using surveillance and harassment
22 to create intolerable living conditions.
23
24

25
26 7. Defendant AARON PETERSON facilitated and ratified these Fair Housing Act

27 violations by: (a) failing to add Plaintiff to the Airbnb reservation as a guest, preventing

1 her from filing complaints about discrimination; (b) removing his credit card from the
2 reservation to trigger eviction demands; (c) failing to investigate or address reports of
3 disability-based harassment; and (d) condoning the unlawful eviction as retaliation for
4 Plaintiff's protected activities.
5

6
7 8. As a direct result of defendants' Fair Housing Act violations, Plaintiff suffered housing
8 displacement, loss of personal property exceeding \$120,000 in value, severe emotional
9 distress, and ultimate homelessness.
10

11
12 9. Plaintiff seeks compensatory damages, punitive damages, injunctive relief, and
13 attorney's fees under 42 U.S.C. § 3604 and § 3613.
14

15 **COUNT VI – ILLINOIS FORCIBLE ENTRY AND DETAINER ACT VIOLATIONS**

16 (735 ILCS 5/9-101 et seq. – Unlawful Eviction)
17

18
19 1. Plaintiff incorporates all prior allegations as if fully set forth herein.
20

21 2. Defendants NATHAN BROWN, ANDREW TWYMAN, RYCRE, LLC, and AARON
22 LEROY PETERSON violated the Illinois Forcible Entry and Detainer Act, 735 ILCS
23 5/9-101 et seq., by engaging in unlawful self-help eviction procedures.
24
25
26
27

1 3. Plaintiff was a lawful resident of 1 Lakeside Lane, Apt 5, Fox Lake, Illinois, having
2 established residency for over 80 days under a six-month Airbnb reservation with voter
3 registration and mail delivery to the address.
4

5
6 4. Defendants engaged in prohibited self-help eviction tactics in violation of 735 ILCS
7 5/9-101 by: (a) deliberately disrupting essential utilities including water, electricity, and
8 climate control; (b) threatening immediate removal of Plaintiff's personal property; (c)
9 using harassment and intimidation to force vacation of the premises; (d) failing to provide
10 proper legal notice required under Illinois law; and (e) bypassing court procedures
11 required for lawful eviction.
12

13
14 5. Under Illinois law, even month-to-month tenants and Airbnb guests who establish
15 residency are entitled to proper legal process before eviction, which defendants
16 deliberately circumvented.
17

18
19 6. The unlawful eviction was motivated by retaliation against Plaintiff for reporting
20 sexual harassment and other illegal conduct, further violating Illinois tenant protection
21 laws.
22

23
24 7. As a direct result of the unlawful eviction, Plaintiff suffered immediate homelessness,
25 loss of personal property, emotional distress, and economic damages exceeding
26 \$120,000.
27

1 8. Plaintiff seeks compensatory damages, punitive damages, return of personal property,
2 and injunctive relief under the Illinois Forcible Entry and Detainer Act.
3

4
5
6 **COUNT VII – ILLINOIS RESIDENTIAL TENANT'S RIGHT TO REPAIR ACT**

7 (765 ILCS 742 – Habitability and Retaliation)
8

9 1. Plaintiff incorporates all prior allegations as if fully set forth herein.
10

11
12 2. Defendants NATHAN BROWN, ANDREW TWYMAN, and RYCRE, LLC violated
13 the Illinois Residential Tenant's Right to Repair Act, 765 ILCS 742, by deliberately
14 creating uninhabitable conditions and retaliating against Plaintiff for asserting her rights.
15

16
17 3. Defendants systematically rendered the rental property uninhabitable by: (a) disabling
18 essential utilities including hot water and electricity; (b) interfering with climate control
19 systems during summer months; (c) allowing or directing harassment by property
20 manager "Joseph"; and (d) creating noise disturbances designed to exploit Plaintiff's
21 autism-related sensitivities.
22

23
24 4. When Plaintiff reported these habitability violations and requested repairs, defendants
25 retaliated by escalating the harassment and ultimately forcing her eviction in violation of
26 765 ILCS 742/20.
27

1 5. The retaliation was further motivated by Plaintiff's reports of sexual harassment and
2 discrimination based on her disability status.

3
4
5 6. Plaintiff seeks damages for habitability violations, retaliation, and attorney's fees under
6 765 ILCS 742.

7
8
9 **COUNT VIII – MICHIGAN ELLIOTT-LARSEN CIVIL RIGHTS ACT VIOLATION**

10 (MCL 37.2101 et seq. – Discrimination and Retaliation)

11
12
13 1. Plaintiff incorporates all prior allegations as if fully set forth herein.

14
15 2. Plaintiff is a member of protected classes under the Michigan Elliott-Larsen Civil
16 Rights Act, including sex, sexual orientation, gender identity, and disability status as an
17 intersex woman with documented autism spectrum disorder.

18
19
20 3. Defendants AARON LEROY PETERSON, RICHARD RAFAELLI, MIKE AGOSTA,
21 and the Peterson Enterprise Defendants discriminated against Plaintiff based on her
22 protected class status by subjecting her to different terms and conditions of housing,
23 financial support, and business relationships.
24

1 4. Defendants targeted Plaintiff for exploitation specifically because of her intersex
2 status, LGBTQ+ identity, and disability status, recognizing these characteristics made her
3 particularly vulnerable to manipulation and less likely to report abuse.
4

5
6 5. Defendants retaliated against Plaintiff for asserting her civil rights by: (a) interfering
7 with her business relationships; (b) using legal intimidation to prevent civil rights
8 complaints; and (c) causing her homelessness through withdrawal of housing support.
9

10
11 6. Plaintiff seeks compensatory damages, punitive damages, injunctive relief, and
12 attorney's fees under the Elliott-Larsen Civil Rights Act.
13

14
15 **COUNT IX – ILLINOIS HUMAN RIGHTS ACT VIOLATION**

16 (775 ILCS 5/1-101 et seq. – Housing and Public Accommodation Discrimination)
17

18
19 1. Plaintiff incorporates all prior allegations as if fully set forth herein.
20

21
22 2. Defendants violated the Illinois Human Rights Act by discriminating against Plaintiff
23 in housing and public accommodations based on her sex, sexual orientation, gender
24 identity, and disability status during her residence in Illinois.
25

26
27 3. The discrimination directly caused Plaintiff's homelessness and housing instability by
28 conditioning housing support on acceptance of discriminatory and exploitative treatment.

1
2 4. Plaintiff seeks compensatory damages, punitive damages, injunctive relief, and
3 attorney's fees under the Illinois Human Rights Act.
4

5
6
7 **COUNT X – AMERICANS WITH DISABILITIES ACT VIOLATIONS**

8 (42 U.S.C. § 12101 et seq. – Public Accommodation and Housing Discrimination)
9

10
11 1. Plaintiff incorporates all prior allegations as if fully set forth herein.
12

13 2. Defendants NATHAN BROWN, ANDREW TWYMAN, RYCRE, LLC, and AARON
14 LEROY PETERSON violated the Americans with Disabilities Act by discriminating
15 against Plaintiff based on her documented disabilities and failing to provide reasonable
16 accommodations.
17

18
19 3. Plaintiff's autism spectrum disorder, intellectual disability, ADHD, and complex PTSD
20 qualify as disabilities under the ADA, entitling her to protection from discrimination and
21 reasonable accommodations.
22

23
24 4. Defendants violated the ADA by: (a) targeting Plaintiff for exploitation based on her
25 disabilities; (b) failing to provide reasonable accommodations for her autism-related
26 sensory needs; (c) using knowledge of her disabilities to increase psychological distress;
27

1 (d) engaging in disability-based harassment; and (e) retaliating against her for asserting
2 ADA rights.

3
4
5 5. The deliberate creation of noise disturbances, surveillance, and harassment was
6 specifically designed to exploit Plaintiff's autism-related sensitivities and trigger her
7 PTSD symptoms.

8
9 6. Plaintiff seeks compensatory damages, injunctive relief, and attorney's fees under the
10 ADA.

11
12
13
14 **COUNT XI – CONVERSION AND TRESPASS TO CHATTELS**

15 (State Law – Against NATHAN BROWN and RYCRE, LLC)

16
17
18 1. Plaintiff incorporates all prior allegations as if fully set forth herein.

19
20 2. During the unlawful eviction from 1 Lakeside Lane, Apt 5, Fox Lake, Illinois, Plaintiff
21 was forced to abandon personal property due to the defendants' threats and time pressure
22 tactics.

23
24
25 3. Defendant NATHAN BROWN and RYCRE, LLC wrongfully retained Plaintiff's
26 personal property including: (a) a \$2,000 Sony HDTV purchased new from Best Buy; (b)
27

1 office desk and furniture; (c) household items and personal belongings; and (d) other
2 property with documented receipts showing cash/debit purchase.

3
4
5 4. Defendants have refused to return Plaintiff's property despite demands, constituting
6 conversion under state law.

7
8 5. The total value of converted property exceeds \$5,000, with specific documentation of
9 purchase prices and ownership.

10
11
12 6. Plaintiff seeks return of all personal property, compensatory damages for converted
13 items, and punitive damages.

14
15
16 **COUNT XII – INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

17
18 (State Law – All Housing Defendants)

19
20 1. Plaintiff incorporates all prior allegations as if fully set forth herein.

21
22
23 2. Defendants AARON LEROY PETERSON, NATHAN BROWN, ANDREW
24 TWYMAN, and RYCRE, LLC engaged in extreme and outrageous conduct that
25 exceeded all bounds of decency by deliberately targeting a disabled woman for housing
26 exploitation and forced homelessness.

1 3. The extreme and outrageous conduct included: (a) coordinated harassment designed to
2 exploit autism-related sensitivities; (b) deliberate creation of uninhabitable conditions; (c)
3 surveillance and privacy invasion; (d) threats against personal property; (e) sexual
4 harassment facilitation; and (f) forced homelessness of a vulnerable disabled person.
5

6
7 4. Defendants knew of Plaintiff's particular vulnerabilities due to her documented
8 disabilities and trauma history, deliberately exploiting these conditions to maximize
9 psychological harm.
10

11
12 5. Plaintiff seeks compensatory and punitive damages for intentional infliction of
13 emotional distress.
14

15
16 **COUNT XIII – RELEASE AGREEMENT UNCONSCIONABILITY AND INVALIDITY**
17

18 (Federal and State Contract Law)
19

20 1. Plaintiff incorporates all prior allegations as if fully set forth herein.
21

22
23 2. The March 19, 2024 "Amended and Restated Mutual Confidentiality Agreement" is
24 unconscionable, invalid, and unenforceable under multiple legal theories.
25

1 3. The agreement is procedurally unconscionable because it was signed 14 days after
2 sexual assault while Plaintiff was mentally incapacitated by prescribed medications,
3 disability conditions, and trauma.
4

5
6 4. An expert contract analysis rated the agreement at only 22% validity, missing 43 out of
7 55 standard legal metrics.
8

9 5. The agreement violates federal public policy by attempting to waive trafficking victim
10 rights under 18 U.S.C. § 1595, which cannot be contracted away.
11

12
13 6. Under *Martinez v. Cui*, 608 F.3d 54 (1st Cir. 2010), agreements that attempt to waive
14 trafficking victims' civil rights are unenforceable as violations of federal public policy.
15

16
17 7. Plaintiff seeks declaratory judgment that the release agreement is void and
18 unenforceable.
19

20 **COUNT XIV – FRAUDULENT MISREPRESENTATION**

21 (Individual Liability Against AARON LEROY PETERSON)
22

23
24 1. Plaintiff incorporates all prior allegations as if fully set forth herein.
25

26 2. Defendant AARON LEROY PETERSON made material misrepresentations including:
27

28 (a) falsely claiming to be "in the process of divorcing"; (b) representing exclusive

1 commitment while maintaining marital relationship; (c) misrepresenting financial
2 payments as relationship support rather than commercial transactions; and (d) concealing
3 the temporary nature of housing arrangements.
4

5
6 3. These misrepresentations were made with knowledge of falsity and intent to facilitate
7 the trafficking and exploitation scheme.
8

9
10 4. Plaintiff justifiably relied on these misrepresentations in making major life decisions
11 including housing arrangements and acceptance of exploitative conditions.
12

13 5. Plaintiff seeks compensatory and punitive damages for fraudulent misrepresentation.
14
15

16 **COUNT XV – CONSPIRACY TO VIOLATE CIVIL RIGHTS**

17 (42 U.S.C. § 1985(3) – Private Conspiracy)
18
19

20 1. Plaintiff incorporates all prior allegations as if fully set forth herein.
21

22
23 2. Defendants conspired to deprive Plaintiff of civil rights through coordinated
24 discriminatory conduct motivated by class-based animus against her sex, sexual
25 orientation, gender identity, and disability status.
26
27

1 3. The conspiracy included coordinated housing discrimination, financial exploitation,
2 business interference, and retaliation for asserting protected rights.

3
4
5 4. Plaintiff seeks compensatory and punitive damages, injunctive relief, and attorney's
6 fees under 42 U.S.C. § 1985(3).

7
8 **COUNT XVI – RACKETEERING (RICO) VIOLATIONS**

9 (18 U.S.C. § 1962 – Pattern of Racketeering Activity)

10
11
12 1. Plaintiff incorporates all prior allegations as if fully set forth herein.

13
14 2. Defendants constitute an "enterprise" that conducted business through a pattern of
15 racketeering activity including sex trafficking, transportation for illegal sexual activity,
16 wire fraud, and money laundering.

17
18
19 3. The enterprise used legitimate business operations to facilitate and conceal
20 racketeering activity including housing arrangements, financial transactions, and
21 corporate resources.

22
23
24 4. Plaintiff seeks treble damages, injunctive relief, and attorney's fees under 18 U.S.C. §
25 1964.

1
2 238. The legal theories underlying this complaint are based on the systematic violation
3 of the plaintiff's fundamental rights through coordinated misconduct and particularly
4 egregious violations of Michigan's LGBTQ+ antidiscrimination laws, as outlined in
5 the Elliott-Larsen Act 456 of Michigan, MCL 37.2103 (f)(h)(k) (i-iii), among others.
6
7

8 239. On the dates from March 19th to March 21st, 2024, and again in a June 2024
9 letter threatening the plaintiff, who is a member of a protected class and disabled,
10 defendants A. Peterson, Peterson Farms Fresh, LLC, Peterson Farms Inc, and Varnum,
11 LLP engaged in a coordinated campaign of legal intimidation. They deliberately
12 restricted plaintiff Brewis's access to the courts with the specific intent to chill her
13 from asserting her constitutionally protected civil rights. They used legal intimidation
14 and restricted access to the court to prevent plaintiff Brewis from asserting her civil
15 rights, employing pressure by threatening civil and criminal charges against her.
16
17

18
19 240. A deprivation of constitutional rights occurred, specifically the plaintiff's First
20 Amendment right to petition the courts for redress of grievances and the Fourteenth
21 Amendment right to due process. Defendant Aaron Peterson and Varnum, LLP legally
22 intimidated plaintiff Brewis from filing a lawsuit or contacting the police to report
23 crimes due to the coercive collective pressure placed on Rebekah Brewis, a severely
24 disabled and vulnerable adult, to comply with an illegal NDA agreement. This direct
25 intimidation and coercion caused Brewis to refrain from exercising her constitutional
26
27

1 rights, resulting in tangible harm, including delayed access to legal remedies and
2 prolonged exposure to ongoing misconduct.

3
4
5 241. Plaintiff Brewis suffered concrete and specific damages as a direct result of the
6 conspiracy, including being denied timely access to the courts, violating her First
7 Amendment right to petition and her Fourteenth Amendment right to due process.

8
9
10 242. Plaintiff Brewis has personally experienced direct constitutional violations and
11 can demonstrate specific injuries resulting from the defendants' coordinated efforts to
12 deprive her of fundamental rights, thereby giving her standing.

13
14 243. Breach of Constitutional Rights (First and Fourteenth Amendments): As the
15 individual directly affected by the violation of her constitutional protections, plaintiff
16 Brewis has a personal and immediate legal interest in seeking redress for the
17 systematic denial of her civil liberties, granting her standing.

18
19
20 244. ***Sex Trafficking and Interstate Commerce Claims: Article III of the United***
21 ***States Constitution and related federal commerce regulations***

22
23
24 245. 18 U.S.C. § 1591 and § 1595 of the Trafficking Victims Protection Act (TVPA)

- 25 • Elements of a Claim for Civil Damages and Equitable Relief Under the Federal
26 Trafficking Victims Protection Act:

- 1 (1) Defendant A. Peterson knowingly and intentionally recruited, enticed,
2 harbored, transported, provided, obtained, maintained, patronized, and
3 solicited plaintiff Brewis through a systematic pattern of coercive behavior,
4 including financial manipulation, psychological pressure, and the exploitation
5 of power dynamics, and the use of intoxicating substances without consent, as
6 evidenced by specific transactions, communications, and events occurring
7 between January 2024 and March 2024;
- 8 (2) Defendant A. Peterson and Peterson Farms Fresh, LLC knew or recklessly
9 disregarded that force, fraud, or coercion would be employed to compel the
10 plaintiff to engage in a commercial sex act;
- 11 (3) The sex trafficking impacted interstate or foreign commerce, as evidenced by
12 defendant A. Peterson's numerous payments to the plaintiff online through
13 Cash App, Huntington Bank, and Zelle.
- 14 (4) The plaintiff incurred damages due to the defendant's conduct.

15
16
17
18
19 246. Evidence of commercial purpose in the context of sex trafficking claims under 18
20 U.S.C. Section 1591 and Section 1595 typically includes specific factual allegations
21 that demonstrate the defendant's intent to engage in commercial sexual activity. This
22 can be shown through various forms of evidence, such as:

- 23 (a) Financial Transactions: Payments to the victim for sexual acts, facilitated via
24 platforms such as Cash App, Huntington Bank, and Zelle.

1 (b) Interstate Commerce: Evidence indicating that the sex trafficking affected
2 interstate or foreign commerce, such as transportation arrangements and payments for
3 travel.

4 (c) Business Resources: Using corporate resources to facilitate trafficking, such as
5 booking housing through Airbnb with company accounts.

6 (d) Pattern of Behavior: Demonstrating a systematic pattern of coercion, manipulation,
7 and exploitation for commercial sexual activity. These elements collectively support
8 the claim that the defendant engaged in sex trafficking with a commercial purpose.
9

10
11
12 247. Plaintiff Brewis, a direct victim of the alleged sex trafficking scheme, seeks legal
13 redress for actions that have caused her substantial personal harm, trauma, and
14 economic damages. She attributes her significant personal, professional, and economic
15 losses directly to the defendants' systematic and intentional actions.
16

17
18 248. Defendant A. Peterson's sex trafficking scheme, which occurred from February
19 26 to March 6, 2024, in Michigan and at the Viceroy Hotel in Chicago, Illinois,
20 directly caused severe psychological trauma, loss of professional opportunities, and
21 significant emotional distress. Between January 2024 and March 2024, Peterson
22 fraudulently claimed to be in a relationship and that he was preparing to divorce his
23 wife to commit to the plaintiff in a long-term relationship. The defendant purchased a
24 ring for the plaintiff, which was sized and placed on her engagement finger the night
25 after they engaged in non-consensual intercourse. The plaintiff has no recollection of
26 the events due to the suspected non-consensual administration of intoxicating
27

1 substances, strongly suggesting the use of an incapacitating substance without her
2 knowledge or consent. After the trip, the defendant systematically distanced himself
3 from the plaintiff, particularly after learning that he was having sexual relations with
4 both his wife and the plaintiff simultaneously and without protection. This revelation
5 made Aaron Peterson extremely angry and defensive, insisting it was “none of your
6 business” until he ultimately abandoned the plaintiff and executed an unconscionable
7 non-disclosure agreement designed to oppress, coerce, and control her from reporting
8 the criminal actions of A. Peterson. This instrument served as a silencing tool that
9 excessively restricted the plaintiff’s rights to associate and communicate.
10
11

12
13 249. ***Non-Disclosure Agreement Challenge:*** The agreement constitutes an
14 unconscionable attempt to suppress the plaintiff’s rights, violating public policy and
15 fundamental principles of contract law by imposing an undue burden on her
16 professional and personal liberty.
17

18
19 250. ***Void Non-Disclosure Agreement:***

20 (a) Standing: As the party subjected to an unconscionable and illegal agreement, the
21 plaintiff holds a direct legal interest in contesting the validity and enforceability of the
22 Non-Disclosure Agreement due to legal principles and potential contract irregularities, as
23 argued and plead herein.
24

25 (a) Plaintiff Brewis seeks relief due to the Non-Disclosure Agreement:

26 (b) Unreasonably restricts professional association opportunities,

27 (c) Was established through a process that denied meaningful negotiation,
28

1 (d) Contains terms that violate established legal standards protecting individual
2 rights.

3 (e) Was poorly written by Varnum, LLP, and partners Jacob A. Droppers and
4 Nicholas B. Missad, as Varnum, LLP only possesses 22% of the common
5 elements of the NDA agreement under Contract Law, failing a critical review
6 See, **EXHIBIT: AAB**
7

8
9 251. Specifically, the agreement's provisions demonstrate a pattern of overreach that
10 violates established legal principles:

11 (a) First, the NDA's restrictive clauses go beyond protecting legitimate business
12 interests and instead create an undue burden on the plaintiff's ability to associate
13 without interference freely. The circumstances surrounding the formation of the
14 agreement constitute clear procedural and substantive unconscionability, as it was
15 presented under extreme duress and contains grossly one-sided terms that no
16 reasonable person would accept. The plaintiff was explicitly denied the chance to
17 seek independent legal counsel despite her request and was pressured into signing
18 via DocuSign while experiencing emotional distress and time constraints, without
19 any meaningful opportunity for negotiation or review of the terms. Although the
20 plaintiff sought legal representation, she was pressured into signing the NDA,
21 with the defendants being aware of her situation.
22
23
24

25
26 252. At the time of execution, the plaintiff was in an exceptionally vulnerable position
27 due to:

1 (1) documented disabilities,
2 (2) immediate housing insecurity,
3 (3) a compromised mental state from prescribed psychiatric medications and
4 (4) ongoing emotional trauma from the defendants' alleged abuse, which violates the
5 Elliott-Larsen Civil Rights Act of Michigan (MCL 37.2101 et seq.), with no
6 explanation provided regarding its extensive consequences and conducted through
7 “text message” communications between plaintiff Brewis and Defendant A. Peterson.
8 The unconscionable Non-Disclosure Agreement served as a direct mechanism for the
9 defendants to suppress the rights of plaintiff Brewis and prevent her from seeking
10 justice, resulting in ongoing harm and professional limitations.
11
12

13
14 **264. Contract Law Violations: Breach of Non-Disclosure Agreement, with**
15 **remedies under state contract law:**

- 16 (1) Existence of a valid contract;
17 (2) Breach of the contract terms;
18 (3) Resulting in damages.
19

20 Breach of Non-Disclosure Agreement: The NDA was created as a means of
21 control aimed at silencing the plaintiff and preventing her from disclosing the full
22 extent of the defendant's misconduct, thereby further infringing on her rights and
23 perpetuating a culture of suppression. Defendants unilaterally disclosed the
24 plaintiff's identity to a wide range of family members, associates, subordinates,
25 co-directors, and Ocean County governmental officials, in violation of the NDA
26 protecting the plaintiff's identity, from June 2024 to the present.
27

1
2 ***Breach of Contract:*** The Plaintiff's specific requests outlined in the NDA agreement
3 were not fulfilled, and the agreement was not fully implemented. Any benefits that
4 were to be received were abrogated, leaving Plaintiff Brewis unable to meet her
5 essential and basic needs for housing and funding related to her disabilities and health
6 conditions. These needs were largely misappropriated or lost during the subsequent
7 flight and escape of Plaintiff from Defendant A. Peterson, his street associates, and
8 Varnum, LLP. On March 26, 2024, defendant A. Peterson booked a six-month lease at
9 1 Lakeside Lane, Fox Lake, IL 60020, a spacious waterfront three-bedroom retreat
10 Airbnb property, from March 27 to September 26, 2024, for \$33,208.09, as indicated
11 in an email receipt sent by Aaron Peterson (See, **Exhibit AAF**). By June 1, 2024, the
12 defendants collectively yet separately began the process of evicting and pressuring
13 plaintiff Brewis to leave the reservation.
14
15
16

17
18 265. The factors mentioned above, along with the agreement's excessively broad and
19 punitive terms, establish a clear basis for judicial intervention and relief. Defendants
20 A. Peterson, Peterson Farms Fresh, LLC, and the collectively named defendants
21 herein breached specific contractual obligations to protect the plaintiff Brewis's name,
22 identity, and personal information, which were disclosed under significant pressure
23 and coercion, resulting in direct financial harm to the plaintiff. These obligations
24 included the following stipulations:
25
26
27

- 1 • Within five (5) days following the Effective Date, Peterson shall make a payment
2 in the amount of \$20,899.88 to Brewis' Bridgecrest Loan #200270014801 secured
3 by Brewis' 2019 GMC vehicle.
- 4 • Within five (5) days following the Effective Date, Peterson shall make a one-time,
5 lump sum payment to Brewis in the amount of One Hundred Thousand Dollars
6 (\$100,000) via cash, wire transfer, cashier's check or other immediately available
7 funds to the account designated by Brewis.
- 8 • Brewis is currently occupying an apartment located at 529 Miller, Apartment
9 #211 Grand Haven, MI 49417 via an Airbnb rental (the "Current Airbnb Rental").
10 Brewis may continue to occupy the Current Airbnb Rental, without cost to
11 Brewis, subject to the terms and conditions of Airbnb, through March 31, 2024
12 and Peterson will make all required rent payments on such Current Airbnb Rental
13 through March 31, 2024. Brewis will vacate the Current Airbnb Rental no later
14 than March 31, 2024.
- 15 • In addition, Peterson agrees to pay up to \$25,000 to Airbnb (or similar service) (at
16 the direction of Brewis) for Airbnb (or similar service) rentals of Brewis, in each
17 case, to be used between April 1, 2024, and September 30, 2024 in a city of
18 Brewis' choosing.

19
20
21
22
23
24 266. The withdrawal of promised housing funding for the plaintiff's long-term housing and
25 the failure to remit the proper amount owed to the plaintiff- accounting for the
26 housing promise combined with the documented housing depreciation resulting from

27 Defendant Nathan Brown's and RYCRE, LLC's negligent and reckless actions against

1 a disabled plaintiff, including invasion of privacy, sexual harassment, and unlawful
2 “self-help eviction”- amounts to \$60,000. Additionally, the failure to finalize the
3 plaintiff’s car purchase of her 2019 GMC Terrain, which was co-signed by Defendant
4 A. Peterson in February 2024 through Carvana.com (See **Exhibit AAG**), making him
5 partially responsible for the execution of the sale and for full legal possession of the
6 car without limitations. The vehicle was never fully registered and titled within the
7 applicable timeframes of Illinois and Michigan, forcing the plaintiff to sell her 2019
8 GMC Terrain due to the expiration of the 90-day temporary state registration on May
9 6, 2024, rendering it legally undrivable.
10
11

12
13 267. As a direct result of the Defendants' actions, Plaintiff Brewis was forced to garage the
14 vehicle and return the plates, incurring insurance costs of \$250 per month for three
15 months (totaling \$750) while the vehicle remained unusable due to the Defendants'
16 failure to provide proper registration and title documentation for over four months.
17 Furthermore, Plaintiff Brewis had to either garage the vehicle and return the plates to
18 avoid continuing to pay her Geico Insurance premium, which was approximately
19 \$250 per month at the time. This totaled three months of being insured without
20 driving the vehicle due to the absence of permanent registration and title
21 documentation, which were not provided to the Plaintiff until more than four months
22 had passed.
23
24

25
26 268. During this time, her vehicle's trade-in value depreciated significantly. It was initially
27 offered for sale or trade-in on Carvana.com for approximately \$16,000 in May 2024,
28

1 but by September 2024, the offer had dropped to only \$11,000, resulting in a net loss
2 of \$5,000. This figure does not account for the time lost while owning the vehicle,
3 which remained parked and unused while still incurring premium insurance costs. At
4 one point, the Plaintiff was paying insurance for two cars simultaneously, until she
5 finally divested herself of the 2019 GMC Terrain Sport, with which she had been
6 legally entangled for over seven months without any fault or contributory negligence
7 on her part.
8

9
10 269. Defendant A. Peterson's post-relationship stalking and harassment of plaintiff Brewis
11 on the social media platform Facebook, Inc. has caused direct financial and emotional
12 harm to the plaintiff in the long term, including documented psychological trauma,
13 therapy expenses, and loss of business opportunities due to reputational damage.
14 Plaintiff Brewis has endured an ongoing and ambiguous state of fear resulting from
15 the actions of the Defendants, both individually and collectively.
16
17

18
19 **270. Fraudulent Misrepresentation:**

- 20 (1) False representation of a material fact;
21 (2) Knowledge or belief of its falsity;
22 (3) Intent to induce reliance;
23 (4) Justifiable reliance by the plaintiff;
24 (5) Resulting damage.
25

26 Plaintiff Brewis was fraudulently misclassified as an independent contractor by

27 Defendants A. Peterson and Peterson Farms Fresh, LLC as part of a systematic

1 scheme of exploitation, during which she was subjected to severe and ongoing
2 sexual abuse, coercion, and trafficking. This is evidenced by defendant’s online
3 assertion on January 24th, 2024, at 9:27 am. Defendant A. Peterson, utilizing
4 fraudulent misrepresentation, wrote Airbnb hosts “Mason & Holly” of “Living
5 Water Corporate Housing” via Airbnb messages: “Hi, Mason! I’m Aaron and I book
6 business trips for Karissa. Your place looks like a good fit for this extended business
7 assignment. I think they’d love your place!” Again, on January 24th, 2024. At 9:41
8 a.m., Defendant Peterson told the Airbnb hosts Mason & Holly via Airbnb messages
9 in Grand Rapids, MI, “Thanks. Karissa is a consultant working on a special project.”
10 The defendant led the plaintiff to believe that she was being hired for a special
11 position and that he had genuine romantic intentions toward her for the long term,
12 claiming that he was “in the process of divorcing his wife.” This was stated once the
13 plaintiff discovered the wife in late December 2023, approximately six weeks after
14 the parties had originally met.
15
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18

19 271. However, the plaintiff discovered it was all an expertly fabricated lie and a pattern of
20 deception by the defendant. As of December 2024. No records were produced upon
21 inspection and request from the Ottawa County Family Services Department
22 indicating any pending divorce between Aaron Leroy Peterson and Jennifer Lamb
23 Carlson. Defendants engaged in a systematic pattern of misconduct that included
24 establishing or allowing to be established through neglect and deliberate indifference,
25 a coercive work environment characterized by manipulation and sexual exploitation
26 while exerting their institutional power to maintain control over the plaintiff, and
27

1 failed to take any accountability for the extreme trauma caused to the plaintiff long
2 term.

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4
5
6 **VIII. JURY DEMAND**

7
8 272. The plaintiff hereby demands a trial by jury on all claims in this action triable by jury
9 as a matter of right under the Seventh Amendment
10

11
12 **IX. PRAYER FOR RELIEF**

13
14
15 WHEREFORE, Plaintiff respectfully requests that judgment be entered against
16 Defendants as follows:

17
18
19 1. Federal Trafficking Claims (Counts I-II): Award compensatory and punitive
20 damages, restitution, declaratory relief, and attorney's fees under 18 U.S.C. § 1595;

21
22
23 2. State Trafficking Claims (Counts III-IV): Award damages, restitution, and attorney's
24 fees under Illinois and Michigan trafficking statutes;

1 3. Housing Rights Claims (Counts V-VII, X): Award compensatory and punitive
2 damages, injunctive relief, return of personal property, and attorney's fees under
3 federal and state housing protection laws;
4

5
6 4. Civil Rights Claims (Counts VIII-IX, XVI): Award compensatory and punitive
7 damages, injunctive relief, and attorney's fees under state and federal civil rights laws;
8

9
10 5. Property Claims (Count XI): Order return of all personal property and award
11 damages for conversion;
12

13 6. Release Agreement (Count XIII): Declare the release agreement void and
14 unenforceable;
15

16
17 7. Tort Claims (Counts XII, XIV-XV): Award compensatory and punitive damages for
18 emotional distress, fraud, and business interference;
19

20 8. RICO Violations (Count XVII): Award treble damages, injunctive relief, and
21 attorney's fees under federal racketeering laws;
22

23
24 9. Whistleblower Retaliation (Count XVIII): Award damages and attorney's fees under
25 Michigan whistleblower protection laws;
26

1 10. Injunctive Relief: Enter permanent injunctive relief prohibiting defendants from
2 further contact, harassment, retaliation, housing discrimination, or interference with
3 Plaintiff's rights;

4
5
6 11. Attorneys' fees and costs;

7
8 12. Any other relief the Court deems just and proper, including but not limited to:

9 a) Specific performance requiring Defendants to implement comprehensive
10 workplace reforms

11 b) Rescission of the Non-Disclosure Agreement

12 c) Mandatory injunctive relief to prevent future misconduct

13
14
15 a. Awarding compensatory damages in an amount to be determined at trial, but no less
16 than \$20,000,000 (Twenty Million Dollars), calculated based on documented losses
17 including: (1) medical expenses and ongoing psychological treatment costs; (2)
18 property damages; (3) lost future earning capacity; and (4) severe emotional distress
19 and trauma (the detailed documentation of actual losses, medical expenses, and long-
20 term impacts provides strong support for this figure, substantiating with expert
21 testimony), such amount representing documented actual losses including medical
22 expenses, lost business revenue, property damage, and ongoing psychological
23 treatment costs, with such amount supported by detailed documentation of actual
24 losses, including but not limited to medical records, financial statements, lost
25 business opportunities, and expert testimony regarding long-term impacts, plus
26
27
28

1 punitive damages as appropriate under federal and state law, including economic
2 damages, non-economic damages, and special damages, with such amount justified
3 by the extensive documented physical, emotional, financial, and professional
4 damages suffered by Plaintiff, including but not limited to damages for severe
5 emotional distress, loss of business opportunities, physical injuries, psychological
6 trauma, economic losses, family and social disruption, and an unlawful eviction from
7 plaintiff's legal residence at 1 Lakeside Lane, Apt 5, Fox, Lake, Illinois, of Lake
8 County, and other harm, in an amount to be determined at trial.
9

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11
12 b. Awarding punitive damages in an amount to be determined at trial, but no less than
13 three times the compensatory damages awarded, as authorized under 18 U.S.C. §
14 1964(c) for RICO violations and other applicable statutes, and in an amount
15 sufficient to punish and deter such conduct to punish and deter Defendants'
16 egregious conduct, based on Defendants' malicious intent, pattern of exploitation,
17 and substantial financial resources as evidenced by their operation of a 500+
18 employee company.
19

20
21 c. Awarding attorneys' fees and costs pursuant to 42 U.S.C. § 1988 (for civil rights
22 claims), 18 U.S.C. § 1964(c) (RICO) and the Elliot-Larsen Civil Rights Act of
23 Michigan (MCL 37.2101 et seq.) and any other applicable fee-shifting provisions.
24

25
26 d. Awarding pre-judgment interest at the rate of the maximum rate allowed by law, but
27 not less than 5.00% per annum from the date of the first incident of harm (to be
28

1 determined at trial) until the date of judgment, and post-judgment interest at the
2 federal maximum statutory rate pursuant to 28 U.S.C. § 1961 from the date of
3 judgment until paid in full, on all such damages, fees, and/or costs, compounded
4 annually.
5

6
7 **e. Moving for immediate attachment under Michigan Court Rule 3.103(A) and**
8 **seeking emergency ex parte relief pursuant to Federal Rule of Civil Procedure**
9 **Rule 65(b)(1)(A) and (B) of any and all of Defendants' trusts, offshore accounts,**
10 **real property, personal property, financial accounts, business interests,**
11 **cryptocurrency holdings (utilizing blockchain forensics and wallet tracking to**
12 **prevent asset concealment through cryptocurrency transfers), intellectual**
13 **property rights, and other assets, including those held by shell companies or**
14 **nominees and other assets located in all states where Defendants may have**
15 **assets, including but not limited to Michigan, Florida, California, Texas,**
16 **Delaware, Nevada and Washington states, including internationally pursuant to**
17 **state and the U.S. attachment procedures and requesting expedited pre-**
18 **judgment attachment under Federal Rule of Civil Procedure 64 and 65,**
19 **applicable state laws to prevent dissipation of assets, with particular focus on**
20 **assets that may be subject to forfeiture under 18 U.S.C. § 1594.**
21
22
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24

25 f. Requesting permanent injunctive relief pursuant to the court's equitable powers
26 under Federal Rule of Civil Procedure 65 and applicable state law, to prevent any
27 further contact, harassment, retaliation, interference, surveillance, or economic
28

1 coercion, with monetary penalties for each violation. This relief is sought based on
2 the irreparable harm doctrine as established in cases such as, *eBay Inc. v.*
3 *MercExchange, L.L.C., 547 U.S. 388 (2006)* (“Plaintiff has demonstrated a strong
4 likelihood of success on the merits of their claims, including violations of civil
5 rights, tortious interference, and breach of contract. The evidence presented supports
6 the plaintiff’s allegations and establishes a prima facie case for relief. Irreparable
7 Harm: Plaintiff is likely to suffer irreparable harm in the absence of injunctive relief.
8 The ongoing actions of the defendants have caused significant emotional distress,
9 financial instability, and harm to the plaintiff..”) and includes, including but is not
10 limited to a minimum distance requirement of 1500 feet, with enhanced restrictions
11 near Plaintiff’s residence, workplace, and commonly frequented locations, with costs
12 borne by Defendants, and prohibition of any direct or indirect communication
13 through any medium with Plaintiff’s personal or professional life by Defendants,
14 their agents, employees, or representatives, or any third parties acting on their behalf,
15 including through digital communications, social media platforms, or any other
16 means of communication or surveillance via third-party contacts.
17
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- 21 g. Granting declaratory judgment pursuant to 28 U.S.C. § 2201 that the NDA is void
22 and unenforceable ab initio due to: (1) duress and exploitation of Plaintiff’s
23 documented disabilities and vulnerable housing situation; (2) unconscionability
24 evidenced by grossly unequal bargaining power; (3) violation of public policy as it
25 attempts to conceal illegal activities; and (4) lack of mental capacity at time of
26 execution due to documented psychological trauma due to duress, unconscionability,
27

1 and violation of public policy, as evidenced by plaintiff's documented disabilities,
2 immediate housing insecurity, and compromised mental state at the time of
3 execution as contrary to public policy and obtained through duress, and permanently
4 enjoining Defendants from attempting to enforce or rely upon any provision of the
5 void agreement due to both procedural and substantive unconscionability under
6 Michigan law, to protect plaintiff Brewis' rights, **and ordering immediate cessation**
7 **of any enforcement attempts by Defendants, with sanctions for any continued**
8 **attempts to enforce the void agreement** due to duress, unconscionability, violation
9 of public policy for concealing illegal activities, fraudulent inducement, and lack of
10 mutual assent due to Plaintiff's compromised capacity and defendant's intentional
11 exploitation of Plaintiff's known disabilities at the time of execution.
12
13

- 14
15 h. Requesting the Court to apply the blue pencil doctrine, as established in Michigan
16 case law, see Coates v. Bastian Brothers, Inc., 276 Mich. App. 498 (2007), to
17 preserve only those NDA terms that protect Plaintiff's legitimate privacy interests
18 and confidential personal information, while specifically voiding any provisions that
19 would prevent reporting of unlawful conduct to law enforcement or regulatory
20 authorities that protect Plaintiff's privacy rights pursuant to Michigan Compiled
21 Laws § 445.1901 et seq., while maintaining that provisions concealing illegal
22 conduct are void and unenforceable with grounds rooted in the fundamental
23 principles of contract law and the need to prevent irreparable harm from continued
24 unauthorized disclosures. Federal courts have consistently limited NDAs in cases
25
26
27

1 involving harassment and exploitation, as evidenced by the Speak Out Act (Public
2 Law No: 117-224) and related precedent.

- 3
4
5 i. Awarding other and further equitable relief as this Court may deem just and proper,
6 including, but not limited to, mandatory counseling and mental health treatment at
7 the Defendants' expense, with provider selection at the Plaintiff's sole discretion
8 from licensed and accredited mental health professionals within the United States
9 who have specific expertise in trauma-informed care and experience working with
10 trafficking survivors; establishing the Plaintiff an irrevocable medical trust fund of
11 no less than \$2,000,000 (Two Million Dollars), with annual adjustments for inflation
12 based on the Consumer Price Index for Urban Consumers (CPI-U), for future
13 medical expenses, mental health treatment, housing, transportation, personal
14 assistance as needed, and ongoing therapy, indexed for inflation; and implementation
15 of comprehensive workplace reforms to prevent similar misconduct, including
16 mandatory training programs and enhanced reporting mechanisms, conducted by a
17 third-party firm with expertise in workplace harassment prevention, to be determined
18 at trial, subject to and in compliance with the procedural rules and jurisdictional
19 requirements of this Court.
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25 Respectfully submitted,

26 *Rebekah Brewis, Pro Se*
27

Rebekah Katherine Brewis, Pro Se Plaintiff

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Dated: August 14, 2025
680 N Lake Shore Drive, Suite 110 PMB1901
Chicago, IL 60611
872-222-7490
owner@aeroswift.org
rebekahbrewis@pm.me

X. EXHIBITS

EXHIBIT: AAA Page 1 of 2

DEFENDANT ADDRESSES AND CAPACITIES

1. Aaron Leroy Peterson (also known as R.J. Elliot) currently resides at 16180 Highland Drive, Spring Lake, Michigan 49456, in Ottawa County. A. Peterson’s registered agent corporate addresses are:

- Peterson Farms Fresh, LLC, President/CEO: 3104 W Baseline Rd, Shelby, MI 49455
- Peterson Farms, Inc., President, Treasurer, Secretary, and Director: 3104 W Baseline Rd, Shelby, MI 49455
- Peterson Brands, LLC: 3104 W Baseline Rd, Shelby, MI 49455. Mailing address: PO Box 115, Shelby, MI 49455

2. Nathan Brown’s current residential and corporate addresses are:

- 1464 W. Webster Avenue, Chicago, IL 60614

3. Andrew Twyman’s current residential address is:

- 2036 Melrose St, Chicago, IL, 60618

4. Peterson Farms Fresh, LLC’s registered agent and address for service are:

- C T Corporation System: 3104 W Baseline Road, Shelby, MI 49455

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5. Peterson Brands, LLC’s registered agent and address for service is:

- C T Corporation System: 3104 W Baseline Road, Shelby, MI 49455

6. Peterson Farms, Inc’s registered agent and address for service are:

- Aaron L. Peterson, 3104 W Baseline Road, Shelby, MI 49455

7. RYCRE, LLC’s registered agent and address for service are:

- Nathan Brown, Manager, 1464 W. Webster Avenue, Chicago, IL 60614.

8. Defendant Viceroy Hotel Management, LLC's principal place of business is

- 545 E JOHN W CARPENTER FWY, SUITE 1400, IRVING, TX 75062. The Manager is WILLIAM GRAHAM RUMBLE, and the registered agent address for service is:
 - REGISTERED AGENT SOLUTIONS, INC. 901 S 2nd St. Suite 201, Springfield, IL 62704

9. Defendant WILLIAM GRAHAM RUMBLE, Manager of Viceroy Hotel

Management, LLC’s registered agent address for service is:

- REGISTERED AGENT SOLUTIONS, INC. 901 S 2nd St. Suite 201, Springfield, IL 62704

1 **Exhibit: AAB Page 1 of 11**

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4
5 **NDA Agreement Critical Review, metrics and metanalysis:**

6
7 Note (on the missing “Relationship of Parties” metric): After reviewing the document, **I cannot**
8 **find any clause that explicitly states the agreement is not creating a partnership or other legal**
9 **business entity between the parties.** The document establishes a confidentiality relationship
10 between Rebekah Katherine Brewis and Aaron L. Peterson 1, includes various obligations
11 regarding confidential information 2, and contains provisions about payments 3 and
12 accommodations 4. However, nowhere in the agreement is there language clarifying that the
13 agreement does not create a partnership, joint venture, agency relationship, or other legal
14 business entity between the parties. This is a standard provision in many confidentiality
15 agreements to avoid any misinterpretation of the legal relationship between the parties, but it
16 is absent from this document.

17 **AMENDED AND RESTATED MUTUAL CONFIDENTIALITY AGREEMENT**

18 THIS AMENDED AND RESTATED MUTUAL CONFIDENTIALITY AGREEMENT (the
19 “Agreement”) is dated as of March 21, 2024, and is made and entered into by and between
20 **REBEKAH KATHERINE BREWIS**, a Michigan resident (“Brewis”), and **AARON L. PETERSON**, a Michigan
21 resident (“Peterson”) (Brewis and Peterson are collectively referred to as the “Parties” and each
22 individually a “Party”).

23 **BACKGROUND**

24 The Parties previously entered into that certain Mutual Confidentiality Agreement dated
25 March 19, 2024 (the “Prior Agreement”) and desire to amend, restate and replace the Prior
26 Agreement in accordance with the terms of this Agreement.

27 Each of the Parties has in the past disclosed (each, in such role, a “Disclosing Party”),
28 directly or indirectly, certain confidential or sensitive information to the other Party (in such role,
the “Receiving Party”) and may in the future disclose additional confidential or sensitive
information to the Receiving Party.

1 **Exhibit: AAB Page 2 of 11**

2 NOW, THEREFORE, in consideration of the covenants set forth herein and disclosure of certain
3 confidential information, and other good and valuable consideration, the receipt and sufficiency of
4 which are hereby acknowledged, the Parties mutually agree as follows:

5
6 **Comprehensive NDA Contract Review rating of AMENDED AND RESTATED MUTUAL
7 CONFIDENTIALITY AGREEMENT dated March 19, 2024**

8
9 **METRICS RESULTS and METANALYSIS**

10
11 **FAIL: 22% coverage**

12 **All Terms, 55 metrics**

13 "AMENDED AND RESTATED MUTUAL CONFIDENTIALITY AGREEMENT dated March 19, 2024"

14 **MISSED**

15 **43** legal metrics, **78%** of 55 metrics

16
17 **** Summary of Results: ** ** Contract Grossly Invalid **** The contract seems to have been signed
18 under duress and without the benefit of legal representation, which could render it voidable. This
19 should be documented and challenged immediately. The overly broad definition of confidentiality
20 may prevent Ms. Brewis from reporting potential crimes or seeking legal counsel regarding the
21 circumstances of this agreement. This could violate public policy and be unenforceable. The three-
22 day destruction requirement is excessively aggressive and might eliminate evidence needed for
23 potential legal proceedings related to the validity of this agreement or other claims. The
24 communication restrictions are unreasonably broad and could hinder legitimate business or social
25 interactions with an undefined group of people. It may also impede the reporting of illegal conduct.
26 This sweeping release of claims, especially when signed under duress and without counsel, could be
27 contested as unconscionable and unenforceable. The current language is too restrictive and might
28 deter the reporting of crimes or seeking legal counsel. The release "forever releases and discharges
Peterson and his affiliates" should not

1 **Exhibit: AAB Page 3 of 11**

2
3 encompass claims related to the possibly improper circumstances surrounding the execution of
4 the agreement. The venue restriction could become cumbersome if Ms. Brewis relocates and
5 needs to contest the deal. Consider requesting more flexible venue options.

6
7
8 **Definition of Confidential Information**

9 **3 of 6 MISSED**, See:

10 1. Exclusions from Confidential Information

11 The contract must specify any information that is not considered confidential, such as publicly
12 available or independently developed information

13 2. Definition of Derivative Information

14 The contract should address whether derivative information based on confidential information
15 is also considered confidential.

16 3. Marking Requirement

17 The contract should specify if confidential information needs to be marked or identified as such
18 when disclosed.

19
20 **Obligations of Parties**

21 **6 of 8 MISSED**, See:

22 1. Standard of Care

23 The contract must define the standard of care required by the parties in protecting the
24 confidential information, which should be at least as protective as the care used to protect their
25 own confidential information.

26 2. Access Limitation

1 **Exhibit: AAB Page 4 of 11**

2 The contract must state that access to confidential information is limited to individuals who
3 need to know the information for the purpose of the agreement and who are bound by similar
4 confidentiality obligations.

5 3. Notification of Unauthorized Use

6 The contract must require parties to promptly notify each other upon discovery of any
7 unauthorized use or disclosure of the confidential information.

8 4. No Implied Licenses

9 The contract must include a clause stating that no license or rights to the confidential
10 information are granted or implied, except as expressly provided in the agreement.

11 5. Training and Supervision

12 The contract must require parties to provide adequate training and supervision to their
13 employees to ensure compliance with the confidentiality obligations.

14 6. Compliance with Laws

15 The contract must obligate the parties to comply with all applicable laws and regulations in the
16 handling of confidential information.

17 **Permitted Disclosures**

18 **4 of 6 MISSED, See:**

19 1. Identification of Parties Authorized to Receive Information

20 The contract must specify which parties or categories of individuals are authorized to receive
21 confidential information.

22 2. Disclosure to Employees

23 The contract must state that disclosure of confidential information to employees is permitted
24 only if they are under an obligation to protect its confidentiality.

25 3. Disclosure to Third Parties

26 The contract must outline the conditions under which confidential information can be disclosed
27 to third parties, including the requirement for a written agreement to maintain confidentiality.

28 4. Emergency Disclosures

1 **Exhibit: AAB Page 5 of 11**

2 The contract must specify the protocol for emergency disclosures of confidential information, if
3 applicable.

4
5 **Duration of Confidentiality Obligations**

6 **4 of 5 MISSED**, See:

7 1. Termination Conditions

8 The contract must outline specific conditions under which the confidentiality obligations can be
9 terminated early.

10 2. Extension Terms

11 The contract must include terms under which the confidentiality obligations can be extended
12 beyond the initial duration.

13 3. Survival Clause

14 The contract must contain a survival clause specifying that certain confidentiality obligations will
15 continue after the termination of the agreement.

16 4. Notice Period for Termination

17 The contract must specify the notice period required for early termination of the confidentiality
18 obligations.

19 **Return or Destruction of Confidential Information**

20 **5 of 8 MISSED**, See:

21 1. Existence of Return or Destruction Clause

22 The contract must explicitly state the obligation to return or destroy confidential information
23 upon termination of the agreement or at the request of the disclosing party.

24 2. Method of Destruction

25 The contract must specify the method of destruction for confidential information to ensure it is
26 done securely and effectively.

27 3. Exceptions to Return or Destruction

1 **Exhibit: AAB Page 6 of 11**

2 The contract must outline any exceptions where the receiving party is not required to return or
3 destroy the confidential information.

4 4. Audit Rights for Compliance

5 The contract must grant the disclosing party the right to audit the receiving party's compliance
6 with the return or destruction obligations.

7 5. Consequences of Non-Compliance

8 The contract must specify the consequences, such as penalties or legal action, for the receiving
9 party's failure to comply with the return or destruction obligations.

10 **Breach and Remedies**

11 ***6 of 8 MISSED***, See:

12 1. Inclusion of Breach Definition

13 The contract must explicitly define what constitutes a breach of confidentiality.

14 2. Notice Requirement for Breach

15 The contract must require the non-breaching party to provide notice to the breaching party
16 upon discovery of the breach.

17 3. Cure Period for Breach

18 The contract must allow a specified period for the breaching party to cure the breach, if
19 applicable.

20 4. Liquidated Damages Provision

21 The contract may include a liquidated damages provision that quantifies damages for breach of
22 confidentiality.

23 5. Alternative Dispute Resolution

24 The contract may outline alternative dispute resolution mechanisms, such as arbitration or
25 mediation, to be used in the event of a breach.

26 6. Attorneys' Fees and Costs

27 The contract may specify that the prevailing party in any dispute will be entitled to recover
28 reasonable attorneys' fees and costs.

1 **Exhibit: AAB Page 7 of 11**

2 **Non-Circumvention**

3 **8 of 8 MISSED**, See:

4 1. Explicit Non-Circumvention Clause

5 The contract must contain an explicit non-circumvention clause that prohibits the parties from
6 engaging in activities that would circumvent the agreement's purpose.

7 2. Definition of Circumvention

8 The contract must clearly define what constitutes 'circumvention' in the context of the
9 agreement.

10 3. Scope of Non-Circumvention

11 The contract must specify the scope of the non-circumvention clause, including any specific
12 actions or transactions that are prohibited.

13 4. Duration of Non-Circumvention Obligations

14 The contract must state the duration for which the non-circumvention obligations apply.

15 5. Third-Party Beneficiary Clause

16 The contract should specify whether third parties are intended beneficiaries of the non-
17 circumvention clause.

18 6. Acknowledgment of Non-Circumvention

19 The contract must include an acknowledgment by the parties of the non-circumvention
20 obligations.

21 7. Integration with Other Clauses

22 The contract must ensure that the non-circumvention clause is integrated with other relevant
23 clauses, such as confidentiality and intellectual property rights.

24 8. Remedies for Breach of Non-Circumvention

25 The contract must outline the remedies available to the non-breaching party in the event of a
26 breach of the non-circumvention clause.

27 **Residuals Clause**

28 **7 of 7 MISSED**, See:

1 **Exhibit: AAB Page 8 of 11**

2
3 1. Explicit Residuals Clause

4 The contract must contain an explicit residuals clause that allows the receiving party to use
5 residual knowledge gained from the confidential information.

6 2. Definition of Residuals

7 The residuals clause must clearly define what constitutes 'residuals' to prevent ambiguity.

8 3. Non-Disclosure of Residuals

9 The residuals clause must specify that the receiving party is prohibited from disclosing residuals
10 to third parties.

11 4. Limitation on Use of Residuals

12 The residuals clause must limit the use of residuals to purposes that do not conflict with the
13 confidentiality obligations of the agreement.

14 5. Exclusion of Specific Information from Residuals

15 The residuals clause must explicitly exclude certain types of information from being considered
16 residuals, such as trade secrets or patented material.

17 6. Documentation of Residuals

18 The residuals clause must require the receiving party to document the information that qualifies
19 as residuals.

20 7. No Obligation to Wipe Residuals

21 The residuals clause must state that the receiving party is not obligated to wipe or destroy
22 residuals from their memory or unrecorded knowledge.

23 **Elements of Contract Invalidity**

24 Importance: Critical

25 Name: Contract Validity Issue

26 Description: *The contract appears to have been signed under duress and without legal
27 representation, which could make it voidable. This should be documented and challenged
28 immediately. This extremely broad confidentiality definition could prevent Ms. Brewis from*

1 **Exhibit: AAB Page 9 of 11**

2 *reporting potential crimes or seeking legal counsel about the circumstances of this agreement.*
3 *This could be against public policy and unenforceable. The 3-day destruction requirement is*
4 *extremely aggressive and could destroy evidence needed for potential legal proceedings*
5 *regarding the validity of this agreement or other claims. Communication restrictions are overly*
6 *broad and potentially unenforceable as it could prevent legitimate business or social interactions*
7 *with an undefined group of people. It may also prevent reporting of illegal conduct. This broad*
8 *release of claims, particularly when signed under duress and without counsel, could be*
9 *challenged as unconscionable and unenforceable. The current language is too restrictive and*
10 *could prevent reporting of crimes or seeking legal counsel. The release "forever releases and*
11 *discharges Peterson and his affiliates" should not cover claims related to the potentially*
12 *improper circumstances of the agreement's execution. The venue restriction could be*
13 *burdensome if Ms. Brewis relocates and needs to challenge the agreement. Consider requesting*
14 *more flexible venue options.*

15
16 Original: "The Receiving Party may disclose Confidential Information of the Disclosing Party to
17 the extent that it is required by law"

18 Name: Overbroad Confidentiality

19 Description: *This extremely broad confidentiality definition could prevent Ms. Brewis from*
20 *reporting potential crimes or seeking legal counsel about the circumstances of this agreement.*
21 *This could be against public policy and unenforceable.*

22 Original: "The term "Confidential Information" shall include (i) any and all information, data,
23 records, statements, specifications related to Disclosing Party, any relationships that the
24 Disclosing Party has had in the past or is considering (including any relationship between the
25 Parties) and any prior communications between or relating to the Parties, including, phone calls,
26 videos, text messages, emails, photos or other recordings or videos related to, or referencing,
27 Disclosing Party or the Parties"

28 --

Importance: Critical

1 **Exhibit: AAB Page 10 of 11**

2
3 Name: Evidence Destruction Concern

4 Description: *The 3-day destruction requirement is extremely aggressive and could destroy*
5 *evidence needed for potential legal proceedings regarding the validity of this agreement or*
6 *other claims.*

7 Original: "Promptly following the execution of this Agreement (and in any event within 3 days
8 following the execution of this Agreement), the Receiving Party shall permanently destroy"

9 --

10 Importance: High

11 Name: Unreasonable Contact Restriction

12 Description: *This restriction is overly broad and potentially unenforceable as it could prevent*
13 *legitimate business or social interactions with an undefined group of people. It may also prevent*
14 *reporting of illegal conduct.*

15 Original: "Brewis shall not, directly or indirectly, contact (in any form or nature, including in-
16 person contact, phone calls, text messages, e-mails, and/or any form of social media posts,
17 comments or messages) any person or entity related to or known by Peterson"

17 --

18 Importance: Critical

19 Name: Release Under Duress

20 Description: *This broad release of claims, particularly when signed under duress and without*
21 *counsel, could be challenged as unconscionable and unenforceable.*

22 Original: "Brewis, on behalf of herself and all of her representatives, agents, insurers, successors
23 and assigns, and all others who may claim through her, forever releases and discharges
24 Peterson"

25 --

26 Importance: Critical Name: Legal Rights Protection

1 **Exhibit: AAB Page 11 of 11**

2 Description: *The current language is too restrictive and could prevent reporting of crimes or*
3 *seeking legal counsel*

4 Original: "The Receiving Party may disclose Confidential Information of the Disclosing Party to
5 the extent that it is required by law"

6 Modification: "The Receiving Party may disclose Confidential Information of the Disclosing Party
7 to the extent that it is required by law or necessary to report potential criminal conduct, seek
8 legal counsel, or protect the Receiving Party's legal rights"

9 --

10 Importance: Critical

11 Name: Release Limitation

12 Description: *The release should not cover claims related to the potentially improper*
13 *circumstances of the agreement's execution*

14 Original: "forever releases and discharges Peterson and his affiliates"

15 Modification: "releases and discharges Peterson and his affiliates, except for any claims arising
16 from duress, fraud, criminal conduct, or the circumstances surrounding the execution of this
17 Agreement"

18 --

19 Importance: Medium

20 Name: *Venue Restriction*

21 *Description: The venue restriction could be burdensome if Ms. Brewis relocates and needs to*
22 *challenge the agreement. Consider requesting more flexible venue options.*

23 Original: "Any and all actions concerning any dispute arising hereunder shall be filed and
24 maintained in the Circuit Court of Kent County, Michigan or the federal District Court for the
25 Western District of Michigan.

EXHIBIT: AAC Page 1 of 4

AMENDED AND RESTATED MUTUAL CONFIDENTIALITY AGREEMENT

THIS AMENDED AND RESTATED MUTUAL CONFIDENTIALITY AGREEMENT (the “Agreement”) is dated as of March 21, 2024, and is made and entered into by and between **REBEKAH KATHERINE BREWIS**, a Michigan resident (“Brewis”), and **AARON L. PETERSON**, a Michigan resident (“Peterson”) (Brewis and Peterson are collectively referred to as the “Parties” and each individually a “Party”).

BACKGROUND

The Parties previously entered into that certain Mutual Confidentiality Agreement dated March 19, 2024 (the “Prior Agreement”) and desire to amend, restate and replace the Prior Agreement in accordance with the terms of this Agreement.

Each of the Parties has in the past disclosed (each, in such role, a “Disclosing Party”), directly or indirectly, certain confidential or sensitive information to the other Party (in such role, the “Receiving Party”) and may in the future disclose additional confidential or sensitive information to the Receiving Party.

NOW, THEREFORE, in consideration of the covenants set forth herein and disclosure of certain confidential information, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

1. Confidentiality Obligations.

(a) The Receiving Party hereby agrees, to treat as strictly confidential and in accordance with this Agreement all Confidential Information (as defined below) of the Disclosing Party. The term “Confidential Information” shall include (i) any and all information, data, records, statements, specifications related to Disclosing Party, any relationships that the Disclosing Party has had in the past or is considering (including any relationship between the Parties) and any prior communications between or relating to the Parties, including, phone calls, videos, text messages, emails, photos or other recordings or videos related to, or referencing, Disclosing Party or the Parties (in each case (A) whether in verbal, written, electronic, graphic, or other format, and whether or not subject to patent, copyright, or other legal protection and (B) regardless of who prepared, captured or possesses such items or when they were received, prepared or captured), and (ii) the fact that the Parties have entered into this Agreement or that Disclosing Party has provided any information to the Receiving Party. Receiving Party acknowledges and agrees that the Confidential Information is proprietary to and valuable confidential information of the Disclosing Party, and that any disclosure or unauthorized use thereof may cause irreparable harm and loss to the Disclosing Party.

(b) Without limitation to the terms of Section 1(a), the Receiving Party further agrees, without the prior written consent of the Disclosing Party and subject to Sections 3 and 4 below:

(i) to (A) keep all of the Disclosing Party’s Confidential Information strictly confidential, (B) not use any of the Disclosing Party’s Confidential Information, (C) not to copy, transmit

1 or otherwise reproduce any Confidential Information and (D) not to export or reexport (within the meaning
2 of U.S. or other export control laws or regulations) any Confidential Information; and

3 (ii) to not, directly or indirectly, disclose or make available, in whole or in
4 part, any of the Disclosing Party's Confidential Information to any other person (in any form or nature,
5 including in-person contact, phone calls, text messages, e-mails, and/or any form of social media posts,
6 comments or messages).

7 **2. Destruction of Confidential Information.** Promptly following the execution of this
8 Agreement (and in any event within 3 days following the execution of this Agreement), the Receiving Party
9 shall permanently destroy (and, upon the Disclosing Party's written request, send written confirmation (by
10 email being sufficient) of any such destruction to the Disclosing Party) all tangible or intangible
11 representations of all of the Disclosing Party's Confidential Information (whether provided to the Receiving
12 Party by the Disclosing Party, or whether created by the Receiving Party or a third party), including, without
13 limitation any Confidential Information (which, for the sake of clarity, includes phone calls, videos, text
14 messages, emails, photos or other recordings or videos related to, or referencing, Disclosing Party or the
15 Parties) stored on Receiving Party's phone, computer, tablet or other electronic device(s) and physical
16 copies of any such information.

17 **3. Additional Covenants.**

18 (a) From and after the date on which both Parties have executed this Agreement (the
19 "Effective Date"), Brewis shall not, directly or indirectly, contact (in any form or nature, including in-
20 person contact, phone calls, text messages, e-mails, and/or any form of social media posts, comments or
21 messages) any person or entity related to or known by Peterson, including, without limitation, any family
22 member, friend, colleague or business relationship of Mr. Peterson or any employee, consultant, customer
23 or vendor of any entity to which Peterson is associated. Brewis shall refrain from communicating orally, or
24 in writing, or by any other manner whatsoever (in any form or nature, including in-person contact, phone
25 calls, text messages, e-mails, and/or any form of social media posts, comments or messages) to any third
26 party, any disparaging claim, remark, allegation, statement, opinion, comment, innuendo or information of
27 any kind or nature whatsoever, the effect or intention of which is to cause embarrassment, damage or injury
28 to the reputation, business, or standing in the community of Peterson, regardless of whether any such
communication is or may be true or founded in facts, and which relates to any contact between the Parties
before the Effective Date.

(b) Within five (5) days following the Effective Date, Peterson shall make a payment
in the amount of \$20,899.88 to Brewis' Bridgecrest Loan #200270014801 secured by Brewis' 2019 GMC
vehicle.

(c) Within five (5) days following the Effective Date, Peterson shall make a one-time,
lump sum payment to Brewis in the amount of One Hundred Thousand Dollars (\$100,000) via cash, wire
transfer, cashier's check or other immediately available funds to the account designated by Brewis.

(d) Brewis is currently occupying an apartment located at 529 Miller, Apartment #211
Grand Haven, MI 49417 via an Airbnb rental (the "Current Airbnb Rental"). Brewis may continue to occupy
the Current Airbnb Rental, without cost to Brewis, subject to the terms and conditions of Airbnb, through
March 31, 2024 and Peterson will make all required rent payments on such Current Airbnb Rental through
March 31, 2024. Brewis will vacate the Current Airbnb Rental no later than March 31, 2024.

1 (e) In addition, Peterson agrees to pay up to \$25,000 to Airbnb (or similar service) (at
2 the direction of Brewis) for Airbnb (or similar service) rentals of Brewis, in each case, to be used between
3 April 1, 2024 and September 30, 2024 in a city of Brewis' choosing.

4 4. **Exclusions.** The Parties may disclose a copy of this Agreement (but not any other
5 Confidential Information) to their respective legal advisors or financial advisors; provided, that Receiving
6 Party shall be responsible for compliance by Receiving Party's advisors with the terms of this Agreement.
7 In the event of any breach of this Agreement by the other Party, the non-breaching Party may disclose the
8 content of this Agreement (but not any other Confidential Information) in connection with the enforcement
9 of the obligations under this Agreement.

10 5. **Obligations of Law.** The Receiving Party may disclose Confidential Information of the
11 Disclosing Party to the extent that it is required by law, regulatory authority, or other applicable judicial or
12 governmental order (collectively, "Law") to disclose such Confidential Information, as advised in writing
13 by Receiving Party's counsel, provided that, the Receiving Party furnishes the Disclosing Party with written
14 notice of the disclosure, a reasonable period of time prior to the disclosure, to the extent practicable in the
15 circumstances, and allows the Disclosing Party the option of (and, upon the Disclosing Party's request,
16 reasonably assists in) challenging the obligation to disclose the information, and further provided that any
17 such disclosure is limited to that required by Law and that the Receiving Party uses reasonable efforts to
18 continue to preserve the confidentiality of any Confidential Information so disclosed, including, but not
19 limited to, seeking a protective order (upon the written request of the Disclosing Party) to ensure that any
20 such information is treated as confidential.

21 6. **Release.** Brewis, on behalf of herself and all of her representatives, agents, insurers,
22 successors and assigns, and all others who may claim through her, forever releases and discharges Peterson
23 and his affiliates and each of their subsidiaries, parent entities, sister entities and other affiliates, and its and
24 their respective officers, directors, employees, owners, members, shareholders, partners, agents and
25 representatives, from any and all claims, suits, demands, obligations, allegations, responsibilities, rights,
26 administrative actions and causes of action (and all related damages, liabilities, costs and expenses), of any
27 kind or character, whether now known or unknown, asserted or unasserted, liquidated or unliquidated,
28 secured or unsecured (collectively, "Claims"), which any of them may have or may hereafter acquire with
respect to any action, omission or period of time prior to the Effective Date; provided, however, that nothing
in this Agreement shall in any way release any Claim with respect to a breach of this Agreement. Brewis
agrees, for herself and the other releasing parties described above, not to institute any lawsuit or other
proceeding or bring any claim or action with respect to any Claim released by her or them pursuant to this
Agreement.

7. **Remedies.** Each Party hereby acknowledges that a violation by it of this Agreement would
result in irreparable harm to the non-breaching Party, and that damages may be an inadequate remedy. Each
Party, therefore, agrees that in addition to all remedies at law, the non-breaching Party shall be entitled to
equitable relief, including, without limitation, the right to obtain an injunction to secure the specific performance
of this Agreement and/or to prevent a breach or contemplated breach of this Agreement, without any requirement
that such non-breaching Party post a bond as a condition of such relief.

8. **Term.** The term of this Agreement shall commence on the Effective Date shall continue
indefinitely.

9. **Choice of Law.** This Agreement and the rights and obligations of the Parties under this
Agreement, shall be governed, construed, interpreted and enforced in accordance with the laws of the State of
Michigan, regardless of any choice of law or conflict of law provision or rule of any other jurisdiction that would
FIRST AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL WITH PENDENT STATE
SUPPLEMENTAL JURISDICTION - 153 OF 188

1 cause the application of the laws of any other jurisdiction. Any and all actions concerning any dispute arising
2 hereunder shall be filed and maintained in the Circuit Court of Kent County, Michigan or the federal District
3 Court for the Western District of Michigan. The parties specifically consent and submit to the jurisdiction and
venue of such state or federal court, and irrevocably waive any objections either may have based on improper
venue or *forum non conveniens* to the conducting of any proceeding in any such court.

4 10. **Amended and Restated Agreement.** The provisions of this Agreement shall supersede all
5 contemporaneous written, oral or electronic agreements, communications and understandings and all prior oral
6 and written communications, agreements and understandings between the Parties with respect to the subject
matter of this Agreement, including, without limitation, the Prior Agreement.

7 11. **Miscellaneous.** This Agreement shall be binding upon and inure to the benefit of the Parties
8 and their respective successors and lawful assigns. Neither Party may assign all or any part of this Agreement to
9 any person without the other Party’s prior written consent, which may be withheld for any reason or no reason.
10 This Agreement may be amended only by a written amendment signed by both Parties. No provision of this
11 Agreement may be waived unless done so in a writing, and no waiver by a Party of any breach or failure to
12 comply with any provision of this Agreement by the other Party shall be construed as or constitute a continuing
13 waiver of such provision or a waiver of any other breach of or failure to comply with any other provision. This
14 Agreement shall be construed as if it was drafted by the Parties jointly and shall not be construed against any
15 party, regardless of which party drafted any specific provision hereof. In the event of ambiguity, this Agreement
16 shall be interpreted in accordance with the plain meaning of its terms and shall not be construed strictly for or
17 against any of the Parties. The Parties believe that every provision of this Agreement is effective and valid under
applicable law, and whenever possible, each provision of this Agreement shall be interpreted in such a manner
as to be effective and valid. If any provision of this Agreement is held, in whole or in part, to be invalid, the
remainder of such provision and this Agreement shall remain in full force and effect, with the offensive term or
condition being stricken only to the extent necessary to comply with any conflicting law. This Agreement is the
only agreement between the Parties relating to its subject matter, and there are no representations, warranties, or
other understandings between the Parties except as expressly set forth in this Agreement. This Agreement may
be executed by fax, email, portable document format (.pdf) and in one or more counterparts, each of which will
be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to
constitute one and the same agreement.

18 **IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

19 **PETERSON**

BREWIS:

21 _____
AARON L. PETERSON

_____ **REBEKAH KATHERINE BREWIS**

22 Dated: March 21, 2024

Dated: March 21, 2024

EXHIBIT: AAD Page 1 of 2

VARNUM

Bridgewater Place | Post Office Box 352
Grand Rapids, Michigan 49501-0352
Telephone 616 / 336-6000 | Fax 616 / 336-7000 | www.varnumlaw.com

Nicholas B. Missad

Direct 616 / 336-6242
nbmissad@varnumlaw.com

June 25, 2024

Rebekah Katherine Brewis a/k/a
Karissa Beach
Via Email: kkproductions@pm.me

Re: Aaron L. Peterson

Dear Ms. Brewis:

This firm represents the interests of Aaron L. Peterson. Aaron has brought it to our attention that you may now be threatening to violate the terms of the Amended and Restated Mutual Confidentiality Agreement that was entered into on March 21, 2024.

A review of the information provided by Aaron indicates clearly that he has complied with each and every term of your agreement. You, however, appear to be continuing to make threats if additional benefits are not provided to you outside the terms of your Amended and Restated Mutual Confidentiality Agreement of March 21, 2024.

Although your actions at this juncture appear only to be in the nature of threats, be mindful that in the event that you bring any of these threats to fruition, Aaron has instructed us to seek remedies that are available to him both criminally and civilly as a result of your actions.

Please also be placed on notice that any communications should go through this office going forward. These include but are not limited to any communications that would otherwise be directed to Aaron. If you have legal counsel, please have legal counsel contact us immediately.

FIRST AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL WITH PENDENT STATE
SUPPLEMENTAL JURISDICTION - 155 OF 188

EXHIBIT: AAE Page 2 of 2

VARNUM



Nicholas B. Missad

NBM/tml

cc: Aaron Peterson

25831487.1

Ann Arbor | Birmingham | Grand Rapids | Kalamazoo | Naples, FL | Novi

EXHIBIT: AAE Page 1 of 1 email

ANY Former Agreements are NULL

From kkproductions <kkproductions@pm.me>
To aaron pf-corp.com<aaron@pf-corp.com>
Date Thursday, June 20th, 2024 at 4:23 AM

Any and all of our former agreements are absolutely OVER. You materially breached the agreement through your serious neglect in coordinating my housing. I'll reserve the details for any future lawsuits, or I may potentially coordinate a meeting between our attorneys for a future date, but otherwise we are completely done in all respects and I also reserve the right to file criminal charges against you for sexually abusing me over a 5 to 6 month period. I may consider resting any claims in a last and final agreement wherein I agree in my own words and on paper to excuse any unreported claims in an attempt to ensure justice for what happened to me. I also will aggressively pursue a personal apology from you since you've been so obstinate in caring for my needs. I also think it's time your "wife" knew what has really been going on and that she deserves to know finally. I'm not going to be homeless and on your account especially- I told you what I wanted and you failed to provide it with this last housing scenario per our former agreement. You've taken way too many liberties you're not entitled to except through your design of force, coercion and manipulation. I regret ever meeting you and I hope by the time this is all done that meeting me will be the biggest regret of your decision making life. I tried to settle things between us and patch stuff up some in the last month, but you've developed a callous tone and attitude with me as well as severely neglected me emotionally and caused me even more trauma by your indifference in this housing situation - not putting me active in the reservation so I can file complaints, not reporting and holding Nathan and Joseph responsible for harassing me, etc. I blame you for all of this and not listening to me when I tell you that I don't feel safe. Your callous disregard is abnormal and cold- you manipulated me in this whole situation to the detriment of my health and welfare and ultimately made me homeless just as I am now while you have any and all comforts that life could give you, and I find that completely repulsive.

1 **EXHIBIT: AAF Page 1 of 4** Airbnb Receipt, Fox Lake

2 **1 Lakeside Lane, Apt. 5, Fox Lake, IL 60020**

3
4 **March 26, 2024 through September 26, 2024 \$33,208.09**

5 **EXHIBIT: AAF Page 3 of 4**



9
10 **You're all set for Fox Lake**



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21 **Waterfront Large 3 B ed Retreat**

22 Entire home/apt hosted by Nathan



EXHIBIT: AAF Page 2 of 4

Fwd: Reservation confirmed for Fox Lake

From aaron@pf-corp.com <aaron@pf-corp.com> To ktkproductions@pm.me <ktkproductions@pm.me> Date Tuesday, March 26th, 2024 at 6:58 PM
Tuesday, March 26th, 2024 at 6:58 PM

You're all set for Fox Lake

Waterfront Large 3 Bed Retreat

Entire home/apt hosted by Nathan

Check-in

Wed, Mar 27

3:00 PM

Checkout

Thu, Sep 26

10:00 AM

Address

1 Lakeside Ln, Fox Lake, IL 60020, USA

[Get directions](#)

EXHIBIT: AAF Page 3 of 4

Payment schedule

Paid Mar 26 **\$4,331.79**

MASTERCARD ••••2111

[Get receipt](#)

Due Apr 17 **\$5,264.06**

MASTERCARD ••••2111

[Edit payment details](#)

Due May 17 **\$6,197.25**

MASTERCARD ••••2111

[Edit payment details](#)

Due Jun 17 **\$5,741.21**

MASTERCARD ••••2111

[Edit payment details](#)

Due Jul 17 **\$5,932.58**

MASTERCARD ••••2111

[Edit payment details](#)

Due Aug 17 **\$5,741.20**

MASTERCARD ••••2111

[Edit payment details](#)

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EXHIBIT: AAF Page 4 of 4

Change reservation

We're here to help

Nathan is your host

Contact Nathan with questions or to coordinate check-in.

Message host+1 773-294-8242

Get in touch with Airbnb

Our support team is available 24/7 from anywhere.

Reservation code: HMRMF5PKCJ

Visit help centerContact Airbnb

Damage responsibility policy. Airbnb may charge your payment method if you're responsible for damage.

EXHIBIT AAG Page 1 of 1 Amazon Purchases Loss Totals

\$44,631

Amazon Retail History CSV for **2024 \$44,631 total (house and medical products, business tools for building up Aero Swift, LLC, etc)**



Retail.OrderHistory.1.
csv

EXHIBIT AAH 1of 3 MH TX Records

DOB:
Provider:
Provider #6851 1 1 0716



Diagnosis and treatment plan

Diagnosis
F43.12 - Post-traumatic stress disorder, chronic
Presenting Problem

This client presents with signs and symptoms that are consistent with the diagnostic impressions of Post Traumatic Stress Disorder as evidenced by her report of delusional thought patterns, racing and unmanageable thoughts, avoidance of stimuli that reminds her of past traumas, flashbacks to past traumas, emotional dysregulation, exaggerated beliefs about herself and the world, and fatigue on a daily basis with difficulty making decisions.

Goal
G1 : To process the trauma to promote self-growth and discovery.
Objective

G1 01: Client will explore and process trauma narrative to develop self-awareness and understanding of influence on past and present behavior.

G1 02: Client will explore developmental milestones to understand influence of past on present and past behavior.

G103: Client will explore and process narrative to develop self-awareness and understanding of influence on past and present behavior as it relates to disordered eating behaviors and thoughts.

Treatment frequency: Every two weeks

Provider
Tyler Moreno

Supervisor
Sylvia Johnson

Signed by Tyler Moreno
LLMSW
July 29, 2023 at 5:28 pm
iP address: 96.88.139.181
Jul 29, 5:21 pm. Jul 29, 5:28 1 Jul 29, 5:28

Signed by Sylvia Johnson
LMSW
August 1 0, 2023 at 5:49 pm
IP address: 73.1 61 .63.89
Aug 10, 5:49 pm.

Client:
DOB:
Provider:
Provider #68511 10716



Diagnosis and treatment plan

Diagnosis
F43.12 - Post-traumatic stress disorder, chronic
Presenting Problem

This client presents with signs and symptoms that are consistent with the diagnostic impressions of Post Traumatic Stress Disorder as evidenced by her report of delusional thought patterns, racing and unmanageable thoughts,

Created on 2023 at Last updated on 2023 at pm. Page 1 of
Signed by Tyler Moreno on 2023 at pm. Locked and Signed by Sylvia Johnson on 2023 at

EXHIBIT AAH Page 2 of 3 MH TX Records

avoidance of stimuli that reminds her of past traumas, flashbacks to past traumas, emotional dysregulation, exaggerated beliefs about herself and the world, and fatigue on a daily basis with difficulty making decisions.

Goal

EXHIBIT AAH

GI: To process the trauma to promote self-growth and discovery.

Objective

GI 01: Client will explore and process trauma narrative to develop self-awareness and understanding of influence on past and present behavior.

10/17/2023: Client has achieved some progress towards this objective and continues to work towards building rapport and trust with clinician to fully share her trauma narrative.

GI 02: Client will explore developmental milestones to understand influence of past on present and past behavior.

10/17/2023: Client has achieved some progress towards this objective and needs additional time to make marked progress.

GI03: Client will explore and process narrative to develop self-awareness and understanding of influence on past and present behavior as it relates to disordered eating behaviors and thoughts.

10/17/2023: Client has made some progress towards this objective and needs additional time spent here to continue making progress.

Treatment frequency: Every two weeks

Provider

Supervisor



Signed by Tyler Moreno

Signed by Sylvia Johnson

LLMSW

LMSW

October 20, 2023 at 5:10 pm

October 23, 2023 at 9:37 am

IP address: 67.149.160.111

FP address: 73.163.89

Oct 20,	5:09 pm.	Oct 20,	0	Oct 23,	9:37	of
	Oct 20,	5:10				

DOB:

Provider:

Provider #6851110716

Appointment: Individual Note on November 28, 2023

12:00 pm - 1:00 pm, 60 min



Diagnosis: F43.12 - Post-traumatic stress disorder, chronic

Billing code: 90837 Psychotherapy, 60 min

Discharge Summary Note

Initial diagnosis

F43.12

Created on 2023 at Last updated on 2023 at pm.

Page 1 of

Signed by Tyler Moreno on 2023 at pm. Locked and Signed by Sylvia Johnson on 2023 at

EXHIBIT AAH 3 of 3

Discharge diagnosis

F43.12

Services and termination status

Opening date: 07/17/2023

Termination date: 11/28/2023

Number of sessions: 11

Which of the following services were used?

- Individual

Overall status at termination

- No change

Reason(s) for termination

- No longer making appointments
- Have missed excessive appointments

Presenting problem and assessment

This client presents with signs and symptoms that are consistent with the diagnostic impressions of Post Traumatic Stress Disorder as evidenced by her report of delusional thought patterns, racing and unmanageable thoughts, avoidance of stimuli that reminds her of past traumas, flashbacks to past traumas, emotional dysregulation, exaggerated beliefs about herself and the world, and fatigue on a daily basis with difficulty making decisions.

Clinical course

The client was in treatment consistently for a period of 4 months. The client worked to build rapport with clinician and develop a strong, therapeutic alliance. The client spent time discussing her past and the trauma she endured while incarcerated. The client had difficulty with managing disassociate reactions to emotional overwhelm and benefited from learning coping skills and creating routine/ structure. The client was referred to a higher level of care and refused the referral and eventually stopped attending session.

Medical/Psychiatric status

Was the client seen by the psychiatrist for either a psychiatric evaluation or for medications? Include discharge meds, dosages, instructions: None reported or noted.

Post-termination plan

The client is aware that she can return to MCTS at any time in the future for individual psychotherapy.

Client's statement regarding satisfaction of treatment rendered

The client found therapy to be a helpful place to process stress and struggle.

Dec	4:26 pm.	Dec 11,	4:27	Dec 13,	10:58	2
	Dec 11,	4:27				

EXHIBIT AAI Page 1 of 2 Carvana

2019 GMC Terrain Purchased for: \$26, 247.40

DocuSign Envelope ID: E7B61AAD-8AB3-4785-9652-AB952FF23E27

THIS IS A COPY
This is a copy view of the Authoritative Copy held
by the designated custodian

ARBITRATION AGREEMENT | WAIVER OF PURCHASER'S RIGHT TO SUE

SUMMARY OF ARBITRATION AGREEMENT

This document, called "Arbitration Agreement," is part of the Contracts, defined below, that you and we are entering into. In this document, you and we are both promising to accept arbitration for a wide range of our disputes. Certain kinds of disputes are not covered; the Arbitration Agreement states which kinds those are. The Arbitration Agreement covers every other kind of dispute that might come up between you and us (by "us," we are including any company to which we might assign your Contracts and any company hired to enforce the Contracts). A dispute covered by the Arbitration Agreement could still be resolved in court but only if you and we both decide to use the court. If either you or we decide that the dispute should be resolved by arbitration, then the Arbitration Agreement obligates both of us to accept arbitration.

Arbitration is a formal process for resolving disputes that is different from court. An arbitration decision is binding on both sides, but the rules for the process are often more efficient than lawsuits in court.

This Arbitration Agreement means that (except for the disputes that are not covered, as mentioned above), you and we are both giving up our right to go to court to resolve disputes between us. In arbitration, our dispute will be decided by a neutral arbitrator and not by a judge or jury. As a result, for the disputes that this Arbitration Agreement covers, you and we are both waiving our rights to a jury trial. A dispute could end up before a jury if both you and we decide to use a court and a jury, but the Arbitration Agreement allows either you or we to insist on arbitration where there will be no jury.

If you or we choose arbitration, only our individual claims will be arbitrated. In this Arbitration Agreement, you and we are waiving rights to obtain relief on a class basis or in a representative capacity.

Arbitrator decisions are enforceable, just like a court order. Unlike court orders, these decisions are subject to very limited review by a court. Once a decision is made it is final, except in very limited circumstances.

In arbitration you are entitled to a fair hearing, but arbitration procedures are generally simpler and more limited than rules that apply in court. The disputes between you and us described below will be governed by the American Arbitration Association Consumer Arbitration Rules, including such rules regarding the arbitrability of any claim or counterclaim, and including, where applicable, the American Arbitration Association Supplementary Rules for Multiple Case Filings.

This Arbitration Agreement gives you a time-limited option to opt out from your promise to accept arbitration. If you opt out, we will also not be obligated to accept arbitration, and certain other promises in this Arbitration Agreement will also end, as noted below. To choose this option you must notify us in the 30 days after you sign this Arbitration Agreement, and you must follow the instructions under the heading "Your Option to Reject Arbitration Promises." You will need to act by that 30-day deadline or you lose this option.

This is only a summary. As with all legal agreements, please read the entire Arbitration Agreement carefully before you sign. This Arbitration Agreement will substantially affect your rights.

EXHIBIT AAI Page 2 of 2

DocuSign Envelope ID: E7B61AAD-8AB3-4785-9652-AB952FF23E27

THIS IS A COPY

This is a copy view of the Authoritative Copy held by the designated custodian

Signature Notices

The Annual Percentage Rate may be negotiable with Seller. The Seller may assign this Contract and retain its right to receive a part of the Finance

By signing below, you agree to the terms of this Contract. You received a copy of this Contract and had a chance to read and review it before you signed it.


Warning: The insurance afforded hereunder does not cover liability for injury to persons or damage to property of others unless so indicated hereon.

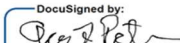
Electronic Signature Acknowledgment: I agree that (i) you viewed and read this entire Contract before signing it, (ii) you signed this Contract with one or more electronic signatures, (iii) you intend to enter into this Contract and your electronic signature has the same effect as your written ink signature, (iv) you received a paper copy of this Contract after it was signed, and (v) the authoritative copy of this Contract shall reside in a document management system held by Seller in the ordinary course of business. You understand that Seller may transfer this Contract to another company in the electronic form or as a paper version of that electronic form which would then become the authoritative copy. Seller or that other company may enforce this Contract in the electronic form or as a paper version of that electronic form. You may enforce the paper version of the Contract copy that you received.


Notice to Buyer. Do not sign this contract in blank. You are entitled to 1 true copy of the contract you sign without charge. Keep it to protect your legal rights.

Signatures

Entire Agreement: Our entire agreement is contained in this Contract. There are no unwritten agreements regarding this Contract. Any change to this Contract must be in writing and signed by you and us.

DocuSigned by:

 E7FE2C29C978453... 02/06/2024
 By: Rebekah Katherine Brewis Date

DocuSigned by:

 914ED8AD194E4E7... 02/06/2024
 By: Aaron Leroy Peterson Date


 02/06/2024
 By: CARVANA, LLC Date

DocuSigned by:

 E7FE2C29C978453... 02/06/2024
 By: Rebekah Katherine Brewis Date

DocuSigned by:

 914ED8AD194E4E7... 02/06/2024
 By: Aaron Leroy Peterson Date

N/A N/A
 By: Date
 Seller


 02/06/2024
 By: CARVANA, LLC Date

Buyer acknowledges delivery of a copy of this Retail Installment Contract and Security Agreement.

DocuSigned by:

 E7FE2C29C978453... 02/06/2024
 By: Rebekah Katherine Brewis Date

DocuSigned by:

 914ED8AD194E4E7... 02/06/2024
 By: Aaron Leroy Peterson Date

N/A N/A
 By: Date

COPY VIEW

[This area intentionally left blank.]

DS DS
 RB ACP

EXHIBIT AAJ Page 1 of 4 Carvana

2023 Ford Explorer ST Carvana Purchase May 21, 2024

Retail Price sold: \$57,590.00



contracts-3.pdf

Subtotal: \$65,435.28

Total Cash Down Payment: \$26,790.00

Search Make, Model, or Keyword

CARVANA Value Tracker Always know the value of your vehicle

Congrats on your new Ford!
Everything for your car, all in one place. View your registration status, report an issue and more.

2023 Ford Explorer
ST Sport Utility 4D

[VIEW VEHICLE DASHBOARD](#)

Sebastian

security purposes, can you please verify your email address and zip code on file?

31 days ago ✓

I want to make this transaction but I don't have my title yet but I am getting it within the week. I'd like to place a lock on this vehicle please, if able, until I get my title next week? I intend on trading in my 2019 GMC Terrain which Carvana is offering me 15,800 for

31 days ago ✓

Ask Anything

Recently Viewed

Search Make, Model, or Keyword

CARVANA Value Tracker Always know the value of your vehicle

Congrats on your new Ford!
Everything for your car, all in one place. View your registration status, report an issue and more.

2023 Ford Explorer
ST Sport Utility 4D

[VIEW VEHICLE DASHBOARD](#)

Sophia

Thank you for verifying the information. Unfortunately, at this time, we will only be able to hold a vehicle for a maximum time of 72 hours.

31 days ago ✓

Ok I'll take that

31 days ago ✓

It'll give me time to decide whether to trade in and finance or no trade in.

Ask Anything

Recently Viewed

FIRST SUPPI

EXHIBIT AAJ Page 2 of 4

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The screenshot displays the Carvana website interface. At the top, there is a search bar with the placeholder text "Search Make, Model, or Keyword". Below this is a banner for "CARVANA Value Tracker" with the slogan "Always know the value of your vehicle". The main content area features a congratulatory message: "Congrats on your new Ford!" followed by the text "Everything for your car, all in one place. View your registration status, report an issue and more." Below this is a card for a "2023 Ford Explorer ST Sport Utility 4D" with a "VIEW VEHICLE DASHBOARD" button. Two chat windows are overlaid on the right side of the page. The top chat window shows a message from Sebastian: "All right. I've just settled a complimentary 72-hour lock, so that you can have a stress-free shopping experience, and won't lose out on this vehicle." followed by a "Thank you!" response from Sophia. The bottom chat window shows a message from Sebastian: "Ok I'll take that" followed by a message from Sophia: "It'll give me time to decide whether to trade in and finance or no trade in, finance and have larger down payment, then sell my vehicle" and another message from Sophia: "Anyways, I'm hoping my title comes tomorrow, if not I'll consider just doing a down payment and selling my vehicle later".

EXHIBIT AAJ Page 3 of 4

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This screenshot shows the Carvana website interface. At the top, there is a search bar with the placeholder text "Search Make, Model, or Keyword". Below the search bar is a navigation bar with the Carvana logo and the text "Always know the value of your vehicle". The main content area features a congratulatory message: "Congrats on your new Ford!" followed by the text "Everything for your car, all in one place. View your registration status, report an issue and more." Below this is a card for a "2023 Ford Explorer ST Sport Utility 4D" with a "VIEW VEHICLE DASHBOARD" button. An image of the car is shown to the right. A chat window is overlaid on the right side of the page, titled "Sebastian" and dated "30 days ago". The chat contains the following messages: "Please enter your question below and we'll let you know when an Advocate is available.", "My title is being sent to me this week but it is fully in my name in the state of Illinois. I want to do a trade in of mv.", and "Please enter your name and a mobile number we can reach you at:". There are input fields for "Name" and "Ask Anything" with a send button.

This screenshot shows the same Carvana website interface as above. The chat window is now titled "Sophia" and dated "31 days ago". The chat contains the following message: "I am glad I was able to assist you, and I hope you have a great rest of your day! If you have any additional questions, you can visit our FAQ page at carvana.com or message us back anytime. We'd truly appreciate any feedback you wish to provide about your chat experience. A quick survey will appear in just a moment." There is an input field for "Ask Anything" and a send button.

EXHIBIT AAJ Page 4 of 4

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The image displays two screenshots of the Carvana website and its chat interface. The top screenshot shows a chat window with a message from Sebastian: "I would love to get an advocate to help better answer your questions, but unfortunately they are currently off duty. Would you like a Carvana Advocate to text you when we're back to work?". The bottom screenshot shows a chat window with a message from Sebastian: "My title is being sent to me this week but it is fully in my name in the state of Illinois. I want to do a trade in of my fully owned 2019 GMC Terrain SLE Sport FWD which Carvana has offered me \$15,600 for, trading for the 2023 Ford Explorer, may I proceed with the sale still that way?". Both screenshots also show the Carvana website interface, including a search bar, a "CARVANA Value Tracker" banner, and a "Congrats on your new Ford!" section for a 2023 Ford Explorer ST Sport Utility 4D.

EXHIBIT AAL Page 1 of 2 Lifestance Health Diagnoses and

Services Summary

LIFESTANCEHEALTHMICHIGAN

3475 BELLE CHASE WAY
LANSING, MI 489114252

[\(517\) 882-3732](tel:(517)882-3732)

Patient Details

Patient : REBEKAH BREWIS
3090 Lake Eastbrook Blvd SE
105
Grand Rapids, MI, 49512 tel(Primary
Home): +1-929-399-4204
tel(WorkPlace): +1-929-399-4204
tel(Cell Phone): +1-586-290-8567
email: rebekahbrewis@pm.me

MRN : n/a
Birthdate : March 20, 1980
Sex : Female
Race : White
Ethnicity : Not Hispanic or Latino
Preferred Language : en
Previous Name : n/a

EXHIBIT AAL Page 2 of 2

Service Event: DO LAUREN HENDERSON
08/10/2023

Service Event: AMANDA CARR
08/10/2023

Service Event: ELIZABETH KAHARI
08/10/2023

Service Event: GENEVIEVE EZENNIA
08/10/2023

Author: LAUREN HENDERSON

EXHIBIT AAM Page 1 of 2

Apple Products Total \$ 4,339.49 losses

A

Apple Woodland

3195 28th Street, Suite #100

Grand Rapids, MI 49512

woodland@apple.com

616-956-1420

www.apple.com/retail/woodland/

March 23, 2024 11:36 AM

Apple Watch Series 9 GPS + Cellular, 45mm Graphite

Stainless Steel Case with Graphite Milanese Loop

\$ 799.00

Part Number (Case):

MRQN3LW/A

Serial Number (Case):

DV0V6PX40W

Part Number (Band):

MTJQ3AM/A

Return Date: Apr. 06, 2024

For Support, Visit: www.apple.com/support

Withings Body Comp - Complete Body Analysis Wi-Fi Smart

Scale - Black

\$ 199.95

Part Number: HQYB2ZM/A

Return Date: Apr. 06, 2024

Belkin BOOST↑CHARGE PRO 3-in-1 Wireless Charging Stand

with MagSafe - White

\$ 149.95

Part Number: HQ3G2ZM/A

Return Date: Apr. 06, 2024

iPhone 15 Pro Max FineWoven Case with MagSafe - Black \$ 59.00

Part Number: MT4V3ZM/A

Return Date: Apr. 06, 2024

For Support, Visit: www.apple.com/support

OtterBox Lumen Series Case for AirPods Pro (2nd

Generation) - Black

\$ 34.95

Part Number: HQF02ZM/A

Return Date: Apr. 06, 2024

240W USB-C Charge Cable (2 m) \$ 29.00

Part Number: MU2G3AM/A

Return Date: Apr. 06, 2024

For Support, Visit: www.apple.com/support

iPhone 15 Pro Max Clear Case with MagSafe \$ 49.00

Part Number: MT233ZM/A

Return Date: Apr. 06, 2024

For Support, Visit: www.apple.com/support

20W USB-C Power Adapter \$ 19.00

Part Number: MHJA3AM/A

Return Date: Apr. 06, 2024

For Support, Visit: www.apple.com/support

AirPods Pro (2nd generation) with MagSafe Charging Case

(USB-C)

\$ 249.00

Part Number: MTJV3AM/A

EXHIBIT AAM Page 2 of 2, Apple

Serial Number: MM4PW0Y9XP
Return Date: Apr. 06, 2024
For Support, Visit: www.apple.com/support

AirTag \$ 29.00

Part Number: MX532AM/A
Serial Number: HW5LQX48P0GV
Return Date: Apr. 06, 2024
For Support, Visit: www.apple.com/support

AirTag \$ 29.00

Part Number: MX532AM/A
Serial Number: HW5LQX84P0GV
Return Date: Apr. 06, 2024
For Support, Visit: www.apple.com/support

**Apple Watch Ultra 2 GPS + Cellular 49mm Titanium Case with
Blue Alpine Loop - Small
\$ 799.00**

Part Number: MREK3LW/A
Serial Number: KM424TFK4P
Return Date: Apr. 06, 2024
For Support, Visit: www.apple.com/support

45mm Midnight Sport Band - S/M \$ 49.00

Part Number: MT3D3AM/A
Return Date: Apr. 06, 2024
For Support, Visit: www.apple.com/support

iPhone 15 Pro Max 1TB Black Titanium \$ 1,599.00

Part Number: MU6F3LL/A
Serial Number: DVVHR2VJCJ
IMEI: 357275791547315
Return Date: Apr. 06, 2024
For Support, Visit: www.apple.com/support

Use of iPhone constitutes acceptance of the iPhone terms and conditions and other third party terms and conditions found in the iPhone box, or at <http://www.apple.com/legal/sla/>.

If you are not fully satisfied with your iPhone purchase, you can return your undamaged iPhone within 14 days of purchase for a full refund with no restocking fee.

If you disagree with these terms and conditions you can return the iPhone in accordance with the Apple Store's return policy http://www.apple.com/legal/sales_policies/retail.html

For information on Apple's privacy policy see www.apple.com/privacy
Sub-Total \$ 4,093.85

Tax \$ 245.64

Total \$ 4,339.49

Payment Method

Amount Paid Via Cash \$ 4,400.00
Total Tender \$ 4,400.00
Change Due (\$ 60.51)

R1321153219

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https://www.apple.com/legal/sales-support/sales-policies/retail_us.html

Learn how to set up your product and transfer your data from home at support.apple.com.

EXHIBIT AAN Page 1 of 4

Aero Swift, LLC 2024 FIN CEN BOI Filing



FINANCIAL CRIMES
ENFORCEMENT NETWORK

Generated: 11/9/2024

FILING SUCCESSFUL - Beneficial Ownership Information Report (BOIR) Status

Submission Information	
Status	FILING SUCCESSFUL
BOIR ID	50000006941401
Submission Tracking ID	BOIRnsWa1Vy68w9KlwqM
Received Timestamp (UTC)	2024-11-09T14:13:34Z
Reporting Company FinCEN ID	2000-0319-5003

Validation Information	
Code	Description
No validation errors	

Submitter Information	
First name	Rebekah
Last name	Brewis
E-mail address	owner@aeroswift.org

EXHIBIT AAN Page 2 of 4

Filing Information	
Type of filing	Initial report
Date prepared (assigned upon finalization)	11/09/2024

Reporting Company Information	Back to top
Request to receive FinCEN Identifier (FinCEN ID)	Checked
Foreign pooled investment vehicle	
Reporting Company legal name	Aero Swift, LLC
Alternate name (e.g. trade name, DBA)	
Tax Identification type	EIN
Tax Identification number	994255769
Country/Jurisdiction (if foreign tax ID only)	
Country/Jurisdiction of formation	United States
State of formation	Illinois
Tribal jurisdiction of formation	
Name of the other Tribe	
State of first registration	
Tribal jurisdiction of first registration	

EXHIBIT AAN Page 3 of 4

Name of the other Tribe	
Address (number, street, and apt. or suite no.)	230 E Ohio St, Suite 410 #2741
City	Chicago
U.S. or U.S. Territory	United States
State	Illinois
ZIP Code	60611
Existing Reporting Company	

Company Applicant Information	Back to top
FinCEN ID	3000-0041-4395

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Beneficial Owner Information	
Parent/Guardian information instead of minor child	
FinCEN ID	3000-0041-4395

EXHIBIT AAO Page 1 of 6

Name: Karissa K Brewis | DOB: 3/20/1980 | University of Michigan Health - West | PCP: Brian J Hinkley, DO | Legal Name:

Rebekah K Brewis **Progress Notes**

Brian Hinkley at 03/18/24 1530

Subjective:

Rebekah K Brewis is here for a complete physical.
Her last physical was 1 year(s) ago.
Her last pap smear was NA.
Karissa's last menstrual period was No LMP recorded. Patient was born without a uterus..
She is doing regular self breast exams.

Work: unemployed currently
Dentist: needs appt
Eye: up to date
ER/Urgent care: UC - COVID/back pain
Immunizations: up to date
Specialists: none
Cancer in family: Colon - none, Breast - none, Pelvic - none
Colonoscopy: none
Mammogram: none
Pelvic/Pap: Inner sex - no
vagina Bone density: NA
Concerns:
Mental Health - previously in therapy, following via telehealth, Lifestance previous mentalt health provider

Past Medical History:

Diagnosis	Date
• ADHD	
• Anxiety	
• Asperger's disorder	
• Asymptomatic human immunodeficiency virus (hiv) infection status (CMS/HCC)	
• Depression	
• Ehlers-Danlos syndrome	

EXHIBIT AAO Page 2 of 6

Procedure	Laterality	Date
• HAND/FINGER SURGERY UNLISTED <i>plates and pins</i>	Left	
• HIP SURGERY	Left	
• RECONSTR NOSE MAJ SEPTAL REPAIR <i>septorhinoplasty</i>		
• REMOVAL TESTIS,SIMPLE(NEW)		

Family History

Problem	Relation	Name	Age of Onset
• Thyroid Disease	Mother		
• Asthma	Father		
• Heart Failure	Father		
• No Known Problems	Sister		
• Thyroid Disease	Sister	half	
• Thyroid Disease	Sister	half	
• Other <i>Autism</i>	Brother	half	
• No Known Problems	Maternal Grandmother		
• No Known Problems	Maternal Grandfather		
• Cancer <i>throat</i>	Paternal Grandmother		
• No Known Problems	Paternal Grandfather		
• No Known Problems	Maternal Aunt		
• No Known Problems	Maternal Uncle		
• No Known Problems	Paternal Aunt		
• No Known Problems	Paternal Uncle		
• No Known Problems	Other		
• Diabetes	Neg Hx		
• Hypertension	Neg Hx		
• High Cholesterol	Neg Hx		
• Arthritis-rheumatoid	Neg Hx		

EXHIBIT AAO Page 3 of 6

Neg Hx

- Arthritis-osteo
 - Stroke
 - Seizures
 - Migraines
- Neg Hx
Neg Hx
Neg Hx

Social History Excluding Intimate Partner Violence - This Information is Found in the Social History Activity

Socioeconomic History

- Marital status: Significant Other

Tobacco Use

- Smoking status: Never
- Passive exposure: Never

- Smokeless tobacco: Never

Vaping Use

- Vaping Use: Former

- Substances: THC

Substance and Sexual Activity

- Alcohol use: Yes

Comment: socially

- Drug use: Yes

Types: Marijuana

- Sexual activity: Not Currently

Partners: Male

Current Outpatient Medications on File Prior to Visit

Medication	Sig	Dispense	Refill
• abacavir/dolutegravir/lamivudine (TRIUMEQ ORAL)	Take by mouth		
• cetirizine HCl (ZYRTEC ORAL)	Take by mouth		
• MULTIVITAMIN ORAL	Take by mouth		
• ESTRADIOL ORAL	Take by mouth		

No current facility-administered medications on file prior to visit.

Review of Systems:

1 **EXHIBIT AAO Page 4 of 6**

2 Constitutional: no unexpected change in weight, no weakness, no unexplained fevers,
sweats, or chills

3 Eye: no recent significant change in vision

4 Ear/Nose/Mouth/Throat: Ears: no ear pain and no drainage, Nose/Mouth/Throat: no
complaints of nasal congestion or discharge and no sore throat

5 Cardiovascular: no chest pain, no shortness of breath, no dyspnea, no edema, no
palpitations

6 Respiratory: no chronic cough, sputum, or hemoptysis, no dyspnea on exertion, no
wheezing and no shortness of breath

7 Gastrointestinal: no abdominal pain, no change in bowel habits, no significant change in
appetite, no nausea, vomiting, diarrhea, or constipation and no black or bloody stool GU:

8 Female: negative for dysuria, frequency, and incontinence and negative for hematuria, no
vaginal bleeding and no discharge or pelvic pain Musculoskeletal/Extremities: no pain,
redness, or swelling of the joints

9 Integumentary (Skin/Breast): no abnormal skin lesions reported, no report of rash, no new
breast lumps or masses, no severe breast pain and no nipple discharge

10 Neurologic: no numbness, tingling, or tremor, no weakness

11 Psychiatric: + anxiety, + depression +PTSD

12 Endocrine: denies fatigue, weight changes, heat/cold intolerance, bowel or skin changes,
or cardiovascular system symptoms

13 Hematologic/Lymphatic: no abnormal bleeding, no swollen nodes, no weight loss

14 **Objective:**

15 General: well developed, well nourished, in no apparent distress

16 Skin: warm, no pallor or diaphoresis, no significant moles, warts, or growths

17 Head: normocephalic, atraumatic

18 Eyes: pupils equal and round, sclera anicteric without injection

19 Ears: canals without lesions, TMs shiny without retraction, no obvious effusion, no
erythema, external pinna without trauma, no discharge

20 Nose: external nares without trauma, no discharge

21 Throat/Pharynx: lips and gingiva without lesion; tongue and uvula midline; noninflamed
pharynx; no exudates or postnasal drainage

22 Neck: neck supple, no meningismus

23 Lymphs: no palpable lymph nodes in neck

24 Lungs: clear to auscultation, breath sounds equal bilaterally, no respiratory distress, no
wheezes, no crackles

25 Cardio: regular rate and rhythm without murmurs, heart sounds without clicks or rubs

26 Abdomen: abdomen soft, nontender; bowel sounds normal; no masses, hepatomegaly or
splenomegaly

27 Musculoskeletal: symmetrical muscle groups noted without atrophy or deformity

28 Extremities: no clubbing, cyanosis, or edema, no deformities, no skin discoloration

Neuro: alert and oriented to person, place, and time and no cerebellar signs or
ataxia noted

Assessment:

EXHIBIT AAO Page 5 of 6

- 1. **Annual physical exam**
- 2. Anxiety associated with depression traZODone (DESYREL) 50 mg tablet
buPROPion (WELLBUTRIN XL) 300 mg
XL tablet
REFERRAL TO PSYCHIATRY
- 3. PTSD (post-traumatic stress disorder) traZODone (DESYREL) 50 mg tablet
buPROPion (WELLBUTRIN XL) 300 mg
XL tablet
REFERRAL TO PSYCHIATRY
REFERRAL TO PSYCHOLOGY
- 4. Hormone replacement therapy (HRT) REFERRAL TO ENDOCRINOLOGY
- 5. Intersex disorder REFERRAL TO ENDOCRINOLOGY
- 6. HIV infection, unspecified symptom status (CMS/HCC) REFERRAL TO INFECTIOUS DISEASES
- 7. Screening for deficiency anemia CBC WITH DIFF ORDER PANEL FERRITIN
- 8. Screening for diabetes mellitus (DM) COMP. METABOLIC PANEL
- 9. Screening for cardiovascular condition CARDIAC RISK PROFILE
- 10. Encounter for screening mammogram for malignant neoplasm of breast MAMMOGRAPHY TOMOSYNTHESIS BILAT
SCREENING
- 11. Screening for thyroid disorder THYROID CASCADE
- 12. Encounter for screening examination for PR BEHAV ASSMT W/SCORE & mental health and behavioral disorders DOCD/STAND INSTRUMENT
- 13. Need for hepatitis C screening test HEPATITIS C ANTIBODY

Plan:

- 1. RHM updated. Screening labs ordered. Immunizations discussed. Anticipatory guidance provided.
- 2. Refer to psychiatry and psychology to establish care and assist with medication management
- 3. Refer to endocrinology for assistance with hormone replacement therapy
- 4. Refer to infectious disease for assistance with HIV medication management and lab screening
- 5. Karissa's screening scores today are:

EXHIBIT AAO Page 6 of 6

PHQ-2 Score: 4 PHQ-9 Score: 20

GAD-7 Score: 4 GAD-7 Total Score: 18

She has been previously diagnosed with depression/anxiety, is being treated, and will follow for her regular mental health visits. Information regarding depression and anxiety was given to Karissa in her patient instructions.

Karissa's screening scores today are:

PHQ-2 Score: 4 PHQ-9 Score: 20

GAD-7 Score: 4 GAD-7 Total Score: 18

Based on our discussion today, we feel it is necessary for her to engage in therapy/ counseling. She will take the initiative to schedule at their convenience. Information regarding depression and anxiety was given to Karissa in her patient instructions.

Karissa's screening scores today are:

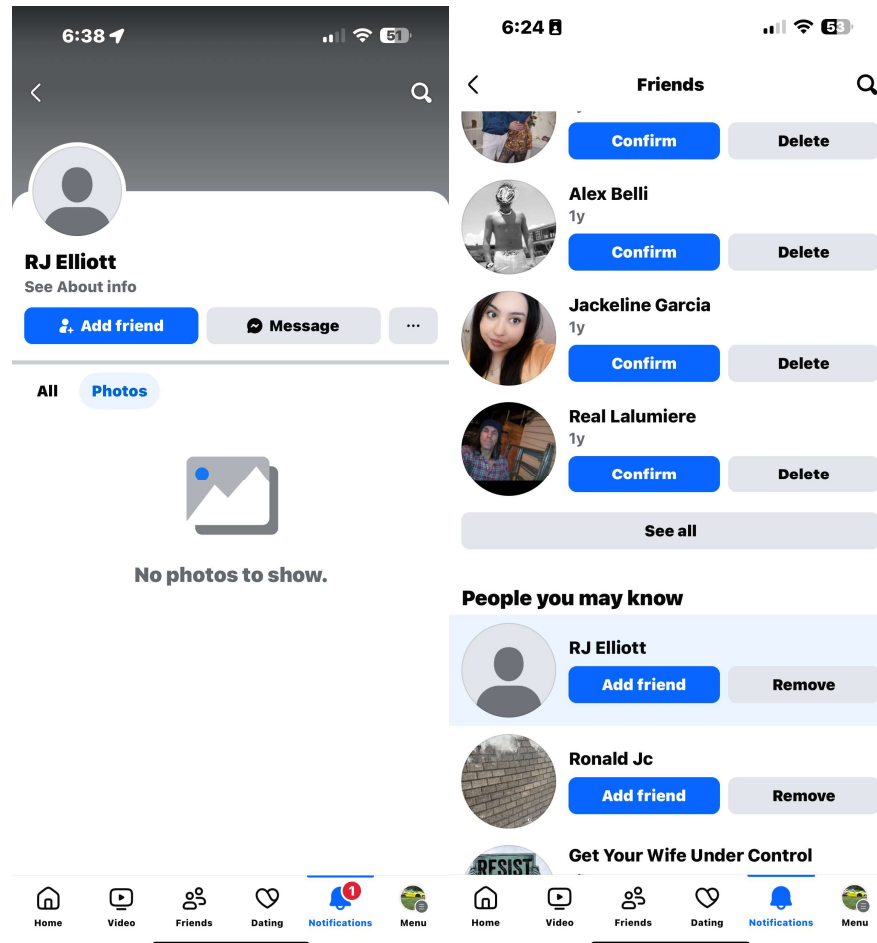
PHQ-2 Score: 4 PHQ-9 Score: 20

GAD-7 Score: 4 GAD-7 Total Score: 18

Based on our discussion today and the severity of the identified depression/anxiety, we feel it is necessary for her to see psychiatry for further assessment and medication management. Current medications are as noted above. She will follow up in 2 weeks for symptom recheck. Information regarding depression and anxiety was given to Karissa in her patient instructions.

Return in about 1 year (around 3/18/2025) for CPE, Pending lab results. MyChart® licensed from Epic Systems Corporation © 1999 - 2024

EXHIBIT AAP Page 1 of 2 RJ Elliott Identification link



February 18, 2025

EXHIBIT AAP Page 2 of 2

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