

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

<b>REBEKAH KATHERINE BREWIS,</b>	)	
on behalf of herself and all	)	
others similarly situated,	)	<b>Case No. 1:25-cv-03513</b>
	)	
Plaintiff, <i>Pro Se</i> ,	)	
	)	
v.	)	Judge Sara L. Ellis
	)	
<b>PETERSON FARMS FRESH, LLC;</b>	)	Magistrate Judge
<b>AARON LEROY PETERSON,</b>	)	Daniel P. McLaughlin
<b>a/k/a R.J. ELLIOT, et al.,</b>	)	
	)	
Defendants.	)	

**PLAINTIFF'S EMERGENCY MOTION FOR TEMPORARY RESTRAINING ORDER**

**I. INTRODUCTION**

1. Plaintiff Rebekah Katherine Brewis, proceeding *pro se*, respectfully moves this Court pursuant to Federal Rule of Civil Procedure 65(b) for a Temporary Restraining Order enjoining Defendants from: (a) enforcing the evidence destruction clause of the Settlement Agreement; (b) destroying, altering, or concealing any evidence related to this action; (c) taking any action to dissipate assets or otherwise frustrate Plaintiff's ability to collect on any judgment that may be entered upon reinstatement of this action; and (d) transferring, encumbering, selling, or removing from the jurisdiction any assets, including but not limited to aviation assets, that were concealed from this Court during the pendency of this action.

2. Emergency relief is necessary because **the Settlement Agreement contains an illegal clause requiring Plaintiff to destroy evidence within two days of execution**—a provision that, if enforced, would require Plaintiff to commit a federal crime in violation of 18 U.S.C. § 1519. The inclusion of this provision demonstrates Defendants' intent to conceal evidence of trafficking, and absent immediate relief, critical evidence may be destroyed while Plaintiff's Rule 60(b) motion is pending.

## **II. FACTUAL BACKGROUND**

### ***A. The Illegal Evidence Destruction Clause***

3. The Settlement Agreement and Restated Mutual Confidentiality Agreement, executed on October 9, 2025 (**Exhibit A**), contains the following provision:

*Within two (2) days of execution of this Agreement, Plaintiff shall destroy all documents, photographs, recordings, electronic files, and any other materials in Plaintiff's possession, custody, or control that relate to or arise from the claims asserted in the Litigation or the facts underlying those claims.*

4. (Exhibit A, § 4) This provision is **illegal on its face**. 18 U.S.C. § 1519 provides:

*Whoever knowingly alters, destroys, mutilates, conceals, covers up, falsifies, or makes a false entry in any record, document, or tangible object with the intent to impede, obstruct, or influence the investigation or proper administration of any matter within the jurisdiction of any department or agency of the United States . . . shall be fined under this title, imprisoned not more than 20 years, or both.*

5. The evidence Defendants seek to have destroyed includes evidence of federal trafficking crimes under 18 U.S.C. § 1591 and § 1595—matters squarely within the jurisdiction of the United States Department of Justice. Enforcement of this provision would require Plaintiff to obstruct potential federal criminal investigations.

***B. Defendants' Consciousness of Guilt***

6. The inclusion of the evidence destruction clause demonstrates **consciousness of guilt**. Defendants did not merely seek a release of claims—they sought the destruction of evidence that could support criminal prosecution. Legitimate settlement agreements do not require the destruction of evidence of federal crimes.

7. Defendants' counsel—Varnum LLP (Grand Rapids, Michigan) and Tabet DiVito & Rothstein, LLC (Chicago, Illinois)—are sophisticated law firms that knew or should have known that this provision was illegal. The inclusion of this provision in a settlement agreement drafted by experienced counsel suggests a deliberate effort to destroy evidence while hiding behind the facade of a civil settlement.

***C. Risk of Evidence Destruction***

8. Plaintiff has reason to believe that Defendants may attempt to destroy evidence in their own possession while this motion is pending. Defendants have already demonstrated their willingness to include illegal evidence destruction provisions in settlement agreements (**Exhibit A**). Absent a restraining order, Defendants may destroy evidence of trafficking that is critical to Plaintiff's claims and to potential federal criminal proceedings.

9. Plaintiff correctly refused to comply with the illegal evidence destruction clause. However, Plaintiff cannot prevent Defendants from destroying evidence in Defendants' possession unless this Court intervenes.

***D. Active Asset Dissipation and Concealed Aviation Assets***

10. Defendant Aaron Peterson sold his primary residence at 16180 Highland Drive, Spring Lake, Michigan 49456 on December 10, 2025—**forty-one days after execution of the settlement agreement**—for \$3,000,000. The real estate transfer tax on this single transaction (\$25,800) exceeded the entire \$25,000 settlement payment imposed upon Plaintiff while she was institutionalized. Peterson drafted his own warranty deed for this transaction, listed no forwarding address, and simultaneously ceased personally signing corporate filings for Peterson Farms Fresh, LLC, delegating authority to a previously unknown individual (Miles Anderson). This pattern—liquidating a \$3,000,000 asset, leaving no forwarding address, and delegating corporate authority to third parties—constitutes classic indicators of active asset dissipation.

11. Defendants failed to disclose to this Court the existence of **PFC Holdings, LLC** (Michigan Entity ID 802353499), a Peterson-controlled aviation shell company that owns a **2009 Gulfstream G150 business jet**, FAA Registration N285GA, Serial Number 285, with an estimated current market value of \$3,350,000 to \$5,200,000. This entity was not disclosed in any of Defendants' FRCP 7.1 corporate disclosure filings (Dkts. #13–21), despite Rule 7.1's requirement that parties disclose all parent corporations and entities with a financial interest in the outcome. The aircraft is currently based at Gerald R. Ford International Airport (GRR), Grand Rapids, Michigan, under the management of Northern Jet Management, and is trackable via FAA registration and ADS-B transponder data.

12. The concealment of PFC Holdings and its multi-million-dollar aviation asset is significant for three reasons. *First*, it demonstrates that Defendants affirmatively misrepresented their financial position to this Court and to Plaintiff during settlement negotiations, representing that \$25,000 was a reasonable resolution while concealing an asset worth 134 to 208 times the settlement amount. *Second*, the \$3,000,000 home sale, when combined with the delegation of corporate authority and disappearance from public records, creates a reasonable inference that Defendant Peterson is actively liquidating and dissipating assets to frustrate Plaintiff's ability to recover on her claims. *Third*, unlike real property which requires lengthy transfer processes, a business jet can be physically relocated outside this Court's jurisdiction within hours, making it the most flight-capable asset in the case—both literally and figuratively.

13. The annual operating cost of the Gulfstream G150 is approximately \$2,550,000—more than **one hundred times** the \$25,000 settlement. The Petersons' ability to maintain a business jet with seven-figure annual operating costs while pressuring an unrepresented, institutionalized, disabled trafficking victim into accepting \$25,000 underscores the unconscionability of the settlement and the urgent need for asset preservation. Plaintiff further notes that the Peterson family's residential real estate alone (including the 320 E Circle Drive, North Muskegon property held in a Peterson family trust and valued at approximately \$4,600,000) exceeds \$7,100,000—before accounting for Peterson Farms, Inc. (estimated enterprise value \$120–450 million).

### **III. LEGAL STANDARD**

14. A temporary restraining order may issue under Federal Rule of Civil Procedure 65(b) where the movant demonstrates: (1) a likelihood of success on the merits; (2) that she is likely to suffer irreparable harm in the absence of preliminary relief; (3) that the balance of equities tips in

her favor; and (4) that an injunction is in the public interest. *Winter v. Natural Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008).

15. In the Seventh Circuit, courts apply a sliding scale approach: "the more likely it is the plaintiff will succeed on the merits, the less the balance of harms need weigh towards its side; the less likely it is the plaintiff will succeed, the more the balance need weigh towards its side." *Ty, Inc. v. Jones Grp., Inc.*, 237 F.3d 891, 895–96 (7th Cir. 2001).

#### **IV. ARGUMENT**

##### ***A. Plaintiff Is Likely to Succeed on the Merits***

16. Plaintiff's contemporaneously filed Rule 60(b) Motion presents compelling grounds for relief. The Settlement Agreement is void or voidable on multiple independent grounds:

17. ***Illegality.*** A contract that requires a party to commit a federal crime is void *ab initio*. The evidence destruction clause requires Plaintiff to violate 18 U.S.C. § 1519. This alone renders the agreement unenforceable. **(Exhibit A.)**

18. ***Unconscionability.*** The settlement was procured while **Plaintiff was institutionalized in a residential mental health facility** (Exhibits C, D), **unrepresented, disabled, and under active exploitation by a concurrent romance scam** (Exhibits M, PP). Defendants' counsel had actual, documented knowledge—via Plaintiff's September 22, 2025 email **(Exhibit B)**—that the settlement would cause Plaintiff to lose her SSI benefits and supportive housing. Defendants proceeded regardless. The subsequent revelation that Defendants concealed multi-million-dollar assets, including a business jet worth up to \$5,200,000, while pressuring acceptance of \$25,000 further demonstrates gross disparity of bargaining position.

**19. *Fraud and Concealment.*** Defendants concealed the involvement of shadow counsel Ronald G. DeWaard and Mark J. Chasteen—a former DOJ Child Exploitation Unit Chief with specialized expertise in trafficking victim psychology—who directed the litigation strategy against Plaintiff without disclosure. Defendants further concealed PFC Holdings, LLC and its Gulfstream G150 aviation asset in violation of FRCP 7.1, misrepresenting their financial position throughout settlement negotiations.

***B. Plaintiff Will Suffer Irreparable Harm Absent Relief***

**20.** Irreparable harm is presumed where evidence may be destroyed. *See Silvestri v. General Motors Corp.*, 271 F.3d 583, 590 (4th Cir. 2001) ("[T]he litigation relationship between parties requires them to treat documents and other evidence relevant to the litigation with appropriate care."). Once evidence is destroyed, no remedy can restore it.

**21.** The Settlement Agreement **expressly contemplates evidence destruction.** Defendants included this provision for a reason—they want the evidence destroyed. Absent a restraining order, there is a substantial risk that Defendants will destroy evidence in their possession, depriving Plaintiff of the ability to prove her trafficking claims and depriving federal prosecutors of evidence needed for potential criminal proceedings.

**22.** The irreparable harm is not speculative. Defendants have already demonstrated their intent to destroy evidence by including the destruction clause in the Settlement Agreement. Moreover, Defendant Peterson's post-settlement conduct—selling a \$3,000,000 home, listing no forwarding address, delegating corporate authority, and ceasing to appear in corporate filings—demonstrates active steps to dissipate assets and render himself judgment-proof. The concealed Gulfstream G150 (N285GA) is uniquely susceptible to rapid removal from this Court's

jurisdiction. The only question is whether Defendants will succeed in dissipating assets before this Court can act.

***C. The Balance of Equities Favors Plaintiff***

**23.** The balance of equities overwhelmingly favors Plaintiff. A TRO preserving evidence and preventing asset dissipation imposes *no legitimate burden* on Defendants. Parties have a general duty to preserve evidence in litigation, and Defendants should not be destroying evidence of federal crimes in any event. An asset preservation order merely maintains the status quo pending adjudication of Plaintiff's Rule 60(b) motion.

**24.** By contrast, if evidence is destroyed or assets are dissipated, Plaintiff will be permanently deprived of her ability to prove trafficking claims and to recover damages. The asymmetry is stark: Defendants suffer no harm from preserving evidence and maintaining assets, while Plaintiff suffers irreparable harm if evidence is destroyed or assets are placed beyond the Court's reach.

***D. The Public Interest Favors a TRO***

**25.** The public interest strongly favors preservation of evidence of federal trafficking crimes. Congress enacted the Trafficking Victims Protection Act to combat human trafficking—one of the most serious crimes recognized by federal law. Allowing trafficking defendants to destroy evidence through private settlement agreements would undermine the entire federal anti-trafficking framework.

**26.** The public also has an interest in the integrity of the judicial process. Settlement agreements that require destruction of evidence are contrary to public policy and should not be enforced. *See Haeger v. Goodyear Tire & Rubber Co.*, 906 F.3d 1226, 1233 (9th Cir. 2018) (courts

have inherent power to sanction misconduct and preserve the integrity of proceedings). The failure to disclose PFC Holdings, LLC in FRCP 7.1 filings further undermines the integrity of these proceedings and warrants judicial intervention.

***E. No Bond Should Be Required***

27. Plaintiff respectfully requests that the Court waive the bond requirement under Federal Rule of Civil Procedure 65(c). Plaintiff is proceeding *pro se* and is indigent, having had her pending SSI application (**Exhibit R**) sabotaged by the settlement and supportive housing lost as a direct result of the unconscionable settlement. Moreover, Defendants will suffer no monetary harm from an order requiring them to preserve evidence and maintain the status quo with respect to their assets—they should be preserving evidence anyway.

28. The Seventh Circuit has recognized that courts have discretion to waive or reduce the bond requirement where the circumstances warrant. *See Habitat Educ. Ctr. v. U.S. Forest Serv.*, 607 F.3d 453, 458 (7th Cir. 2010).

**V. CONCLUSION**

29. For the foregoing reasons, Plaintiff respectfully requests that this Court enter a Temporary Restraining Order:

- (a) Declaring the evidence destruction clause of the Settlement Agreement void and unenforceable as contrary to law and public policy;
- (b) Enjoining Defendants from enforcing the evidence destruction clause against Plaintiff;

(c) Enjoining Defendants from destroying, altering, concealing, or otherwise disposing of any documents, electronic files, communications, recordings, photographs, or other evidence related to this action or the facts underlying Plaintiff's claims;

(d) Requiring Defendants to preserve all evidence in their possession, custody, or control related to this action, including but not limited to communications between Defendants, communications with counsel, financial records, employment records, and any other documents related to Plaintiff or the trafficking allegations;

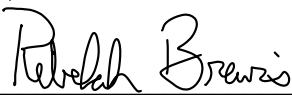
(e) Enjoining Defendants and all entities under their control, including but not limited to PFC Holdings, LLC (Michigan Entity ID 802353499), from selling, transferring, encumbering, pledging, dissipating, removing from the jurisdiction, or otherwise disposing of any assets, including but not limited to the 2009 Gulfstream G150 aircraft (FAA Registration N285GA, Serial Number 285), real property, corporate interests, trust assets, or financial accounts, pending resolution of Plaintiff's Rule 60(b) motion and any subsequent proceedings;

(f) Requiring Defendants to provide a verified accounting of all asset transfers, sales, or dispositions occurring after October 9, 2025 (the date of settlement execution) within fourteen (14) days of the entry of this Order;

(g) Waiving the bond requirement given Plaintiff's indigency and the absence of any legitimate harm to Defendants from evidence preservation and asset maintenance; and

(h) Granting such other and further relief as this Court deems just and equitable.

Respectfully submitted,



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Rebekah Katherine Brewis

*Plaintiff, Pro Se*

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Dated: February 26, 2026

**CERTIFICATE OF SERVICE**

I, Rebekah Katherine Brewis, hereby certify that on February 26, 2026, I caused a true and correct copy of the foregoing to be served upon all counsel of record via the Court's CM/ECF electronic filing system, which will send notification of such filing to the following:



Rebekah Katherine Brewis

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