

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

REBEKAH KATHERINE BREWIS,)	
)	
Plaintiff, Pro Se,)	Case No. 1:25-cv-03513
)	
v.)	Judge Sara L. Ellis
)	
PETERSON FARMS FRESH, LLC;)	Magistrate Judge
AARON LEROY PETERSON,)	Daniel P. McLaughlin
a/k/a R.J. ELLIOT, et al.,)	
)	
Defendants.)	

PLAINTIFF'S EMERGENCY MOTION FOR INTERIM MEDICAL RELIEF

I. INTRODUCTION

1. Plaintiff Rebekah Katherine Brewis, proceeding *pro se*, respectfully moves this Court on an emergency basis for interim medical relief. Plaintiff has been **medically determined to be permanently disabled** by her treating physician, Dr. Jacob Fryda (**Exhibit F**). As a direct and proximate result of Defendants' unconscionable settlement, Plaintiff has lost access to mental health treatment, accumulated \$1,775 in unpaid medical bills from Lifestance Mental Health, and suffered a psychiatric emergency requiring emergency room intervention (**Exhibit Q**). Plaintiff's medical care has been administered through Aetna Better Health of Illinois, Inc., an Illinois-incorporated managed care organization formerly known as IlliniCare Health, which operates as a wholly-owned subsidiary of Aetna Medicaid Administrators LLC, itself a subsidiary of Aetna Inc., headquartered in Hartford, Connecticut. Aetna Inc. was acquired in 2018 for approximately \$69

billion by CVS Health Corporation (NYSE: CVS), a Rhode Island corporation headquartered at One CVS Drive, Woonsocket, Rhode Island—the world’s second-largest healthcare company, employing over 300,000 individuals, operating more than 9,000 retail pharmacy locations, and generating annual revenues exceeding \$372 billion. Despite the vast resources of this corporate apparatus, Aetna Better Health of Illinois—which serves nearly 400,000 Medicaid members across 102 Illinois counties under the State’s HealthChoice Illinois program—has systematically failed to provide Plaintiff with continuity of psychiatric care, timely medication refills including critical HIV antiretroviral treatment and hormone therapy, and adequate case management. It has only recently become clear that this pattern of consistent mistreatment is not mere bureaucratic failure but the direct product of coordinated interference by the Peterson Defendants, CVS/Aetna corporate interests, and federal agencies including the U.S. Department of Homeland Security, whose surveillance and institutional targeting of Plaintiff—documented extensively in the companion DHS Surveillance TRO and HIPAA Protective Order filed concurrently herewith—has created a chilling effect on every healthcare provider, insurer, and case manager tasked with Plaintiff’s care. Knowing her similar past downward trajectories when denied consistent treatment, Plaintiff seeks emergency intervention from this Honorable Court to halt the continuing and compounding harm.

2. Emergency relief is necessary because Plaintiff’s medical situation is deteriorating. As a direct consequence of the unconscionable settlement, Plaintiff was rendered homeless and has been forced to live out of weekly hotels and in unsafe environments. Plaintiff lacks stable housing, consistent access to prescribed medications, and continuity of psychiatric and medical care. She was confined to Clayton Residential Homes from approximately August through November 2025, during which time she filed **fourteen formal grievances** documenting abuse, ADA violations, and

unsafe conditions (**Exhibit W**). Multiple complaints have been filed with the Illinois Department of Public Health (**Exhibit S**). Each day without intervention compounds the medical, psychological, and physical harm Plaintiff is experiencing.

II. FACTUAL BACKGROUND

A. Permanent Disability Determination

3. Plaintiff's treating physician, Dr. Jacob Fryda, has determined that Plaintiff is **permanently disabled**. (**Exhibit F**, Dr. Jacob Fryda Permanent Disability Assessment.) This medical determination establishes that Plaintiff's disabilities are not temporary or transient, but constitute a permanent condition requiring ongoing medical care and accommodation.

4. This permanent disability determination is consistent with the Maximus assessments conducted in June and September 2025, which found that Plaintiff has "difficulty making safe decisions" and requires 24-hour supervised care. (**Exhibit C**, Maximus Clinical Assessments, June 4, 2025 and September 25, 2025.)

B. Loss of Mental Health Treatment and Accumulating Medical Debt

5. As a direct result of the settlement's sabotage of Plaintiff's pending SSI disability application (**Exhibit R**), Plaintiff has been unable to afford mental health treatment. She has accumulated **\$1,775 in overdue, unpaid medical bills from Lifestance Mental Health** for treatment that should have been covered by Medicaid. (**Exhibit F**, Lifestance Mental Health Invoice.) Lifestance has now terminated Plaintiff's ability to continue counseling sessions until the outstanding balance is paid and future services are covered by an active funding source.

6. Plaintiff's insurance does not cover the specialized sexual assault trauma care she requires as a trafficking survivor. Plaintiff has not received the quality, type, or duration of counseling necessary to address her trafficking-related trauma, CPTSD, ADHD, and autism. The last period during which Plaintiff had access to appropriate specialized trauma counseling was a six-month course of therapy at the Michigan Center for Traumatic Stress in 2023, before Defendant Peterson interfered with Plaintiff's treatment through his abusive and exploitative sexual predatory behaviors. Since that interference, Plaintiff has been without adequate trauma-specialized care, and the Lifestance termination of services now leaves her with no mental health treatment whatsoever. Plaintiff's mental health has deteriorated significantly as a result, culminating in the psychiatric emergency documented below.

C. Psychiatric Emergency at Ascension Health

7. On November 9, 2025, Plaintiff suffered a psychiatric emergency that required emergency medical intervention at Ascension Health. (**Exhibit Q**, Ascension Health Emergency Visit Records, November 9, 2025.) This emergency was **directly precipitated by the settlement's consequences**—the destruction of her pending SSI application, the loss of supportive housing, and the ongoing exploitation Plaintiff experienced while institutionalized.

8. The psychiatric emergency demonstrates that the harms Plaintiff predicted in her September 22, 2025 email to Defendants' counsel have materialized. When Plaintiff warned that the settlement would harm her, she was not speculating—she was accurately predicting what would happen if her benefits were destroyed.

D. Institutional Abuse at Clayton Residential Homes and Its Continuing Effects

9. Plaintiff was confined to Clayton Residential Homes, a state-certified residential mental health facility, from approximately August through November 2025. During her confinement, Plaintiff filed **fourteen formal grievances** documenting abuse, ADA violations, and unsafe conditions. (**Exhibit W**, Clayton House Grievances [14 documents].)

10. The grievances document the following violations:

(a) Bathroom ventilation failures creating unsanitary conditions; (b) Air purifier denial and supervisor threats when Plaintiff requested accommodation; (c) Punishment for autistic meltdowns through recurring sequences of isolation; (d) Denial of prescribed Buspar medication coupled with contradictory "stay in" orders; (e) Unavailability of cleaning supplies necessary for health and hygiene; (f) Pervasive cigarette smoke saturation affecting Plaintiff's respiratory health; (g) Kitchen staff aggressions toward Plaintiff; (h) Abuse by staff member Calvin, including forced stay-ins and missed meals; (i) Unsanitary kitchen conditions with pest infestations; (j) Failure to provide protection from targeting behaviors and hate conduct; (k) Threats to remove Plaintiff's emotional support animal Luna in violation of ADA; (l) Indoor smoking creating lung health issues; (m) Room 143 overexposure and denied autism accommodations; and (n) Unsanitary water stations.

E. Multiple IDPH Complaints

11. Plaintiff has filed multiple complaints with the Illinois Department of Public Health regarding conditions at Clayton Residential Homes. IDPH has acknowledged receipt of these complaints on October 27, November 10, November 25, and December 16, 2025. (**Exhibit S**, IDPH Complaint Documentation.)

12. The filing of four separate IDPH complaints over a two-month period demonstrates the systemic nature of the abuse and unsafe conditions Plaintiff endured at Clayton Residential Homes. These were not isolated incidents but a pattern of institutional failure that caused lasting harm to Plaintiff's physical and mental health—harm that persists and compounds even after her discharge.

F. Insurance Documentation

13. Plaintiff's Aetna insurance documentation dated December 26, 2025 reflects the disruption to her healthcare coverage caused by the settlement. (**Exhibit KK**, Aetna Insurance Records.) The settlement payment exceeding SSI asset limits destroyed her pending application, eliminating her pathway to Medicaid coverage, which in turn has prevented Plaintiff from accessing necessary medical care.

14. The pattern of care denial has continued and intensified following Plaintiff's discharge from Clayton Residential Homes—a Specialized Mental Health Rehabilitation Facility ("SMHRF") of the type covered by the Williams v. Pritzker Consent Decree, Case No. 05-C-4673 (N.D. Ill.), which is enforceable in this very Court. As a Medicaid-eligible individual with serious mental illness who was institutionalized in a Williams-class SMHRF, Plaintiff possesses affirmative, court-enforced rights under the Consent Decree to Maximus outreach and assessment, assignment to a Prime Agency for transition planning, development of an individualized Service Plan by a designated Care Manager, Bridge Subsidy housing assistance, and eighteen months of post-transition follow-up services. These are not discretionary benefits—they are federally enforceable obligations the State of Illinois agreed to provide under the Americans with Disabilities Act and the Rehabilitation Act. Yet Plaintiff's Aetna case manager has systematically obstructed every pathway to these Consent Decree entitlements. Rather than

initiating the Maximus assessment to which Plaintiff is entitled as a Williams class member, the case manager has repeatedly redirected Plaintiff to non-Illinois, non-local community programs that generate no clinical documentation of Plaintiff's disability level—precisely the documentation that would trigger her Consent Decree transition rights. Plaintiff was referred to Trilogy, one of the designated Prime Agency providers under the Consent Decree, approximately eight to twelve weeks before her wrongful discharge from Clayton House on November 3, 2025—meaning the referral was initiated while Plaintiff was still institutionalized, precisely as the Consent Decree contemplates, to facilitate her transition to community-based care. Clayton House's wrongful discharge destroyed this active, in-progress Consent Decree transition pathway, and Trilogy subsequently denied Plaintiff services as a direct consequence of Clayton's actions, severing the very transition infrastructure the federal court ordered the State to provide. Since that denial, multiple unrelated community providers have contacted Plaintiff with medical referrals that bear no connection to her mental health care, housing needs, or legal entitlements as a Williams class member—creating a paper trail of apparent "engagement" while none of these contacts connect to the Maximus pipeline that would actually document her conditions and activate Consent Decree housing support. This misdirection is not inadvertent. Plaintiff's completion of a Maximus assessment would generate clinical records documenting her true conditions—permanent disability, ongoing psychiatric deterioration, homelessness, forced medication deprivation, and the direct consequences of the unconscionable settlement—creating an evidentiary record devastating to Defendants' position before this Court. Aetna's systematic diversion of Plaintiff away from her Consent Decree entitlements, combined with the case manager abandonment documented in the companion HIPAA Protective Order, demonstrates that Aetna is not merely failing Plaintiff through negligence but is actively being directed to

marginalize her care in order to suppress evidence of the harm Defendants have caused and to prevent activation of the federally enforceable housing and service rights that would stabilize Plaintiff's conditions. (Exhibit RR, Aetna Case Manager Email Chain dated February 6–26, 2026, showing that Clinical Case Manager Brianne Carlson, LCSW—operating from a Cleveland, Ohio office—received detailed written notice on February 7, 2026 of Plaintiff's wrongful discharge from Clayton House, unstable housing, forced deprivation of HIV antiretroviral and Wellbutrin medications for over thirty days, and a recent sexual assault, yet responded on February 10 after a one-hour crisis call with only generic community resource referrals while failing to initiate the Maximus assessment or Front Door Diversion Program referrals specifically requested by Plaintiff, then on February 26 deflected the Maximus referral back to Plaintiff, admitted the Front Door Diversion Program was 'only accepting hospital referrals,' and offered a homeless shelter as the sole alternative—a shelter system now operating under federal policies permitting discrimination against transgender individuals following HUD Secretary Turner's February 2025 halt of Equal Access Rule enforcement.)

15. The unconscionable settlement amount of \$25,000 was not merely inadequate—it was precisely calibrated to destroy Plaintiff's entire safety net. Illinois Medicaid eligibility requires that a single individual's countable assets remain at or below \$17,500. See IDHS Policy Manual 07-02-01; 89 Ill. Admin. Code § 120.381. A lump-sum settlement of \$25,000 would immediately push Plaintiff \$7,500 over this threshold, automatically terminating her Medicaid eligibility. Because Plaintiff's Williams Consent Decree class membership, Maximus assessment rights, Prime Agency transition services, Bridge Subsidy housing assistance, and Aetna Better Health managed care coverage all depend on active Medicaid status, a single deposit of the settlement amount would have simultaneously severed every federally enforceable right and

every medical benefit sustaining Plaintiff's survival—including access to HIV antiretroviral medication and psychiatric care. The settlement agreement contained no Special Needs Trust, no structured payment schedule, and no Medicaid preservation mechanism of any kind. Defense counsel, representing sophisticated corporate defendants with knowledge that Plaintiff was a Medicaid-dependent, institutionalized individual with serious mental illness residing in a Williams-class SMHRF, either knew or should have known that an unprotected lump-sum payment exceeding the Medicaid asset limit would strip Plaintiff of her consent decree entitlements, her healthcare coverage, and her medication access. The absence of any protective structuring—standard practice in settlements involving Medicaid recipients—raises the inference that the settlement amount was deliberately chosen not to compensate Plaintiff, but to weaponize the payment itself as an instrument of further harm by collapsing the institutional support infrastructure upon which her survival depends.

III. LEGAL STANDARD

16. Federal courts possess broad equitable powers to fashion interim relief necessary to prevent irreparable harm pending resolution of substantive motions. *See Winter v. Natural Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008). This power extends to ordering interim medical relief where a plaintiff demonstrates ongoing medical harm that cannot be remedied by monetary damages alone.

17. Courts have recognized that denial of necessary medical care constitutes irreparable harm. *See Planned Parenthood of Ind. & Ky., Inc. v. Comm'r of Ind. State Dep't of Health*, 896 F.3d 809, 825 (7th Cir. 2018) (irreparable harm exists where plaintiffs face "real, immediate threat to their health").

IV. ARGUMENT

A. Plaintiff Is Suffering Ongoing, Irreparable Medical Harm

18. Plaintiff has been medically determined to be **permanently disabled**. She requires ongoing psychiatric care that she cannot afford because Defendants' unconscionable settlement destroyed her SSI benefits and financial stability. The \$1,775 in unpaid Lifestance Mental Health bills represents care that should have been covered—care that Plaintiff is now unable to receive.

19. The psychiatric emergency at Ascension Health on November 9, 2025 demonstrates that Plaintiff's condition is deteriorating. Without access to regular psychiatric care, Plaintiff faces ongoing risk of additional psychiatric emergencies—each of which could result in serious harm or death.

20. During her confinement at Clayton Residential Homes, Plaintiff documented fourteen separate grievances for abuse and ADA violations. She was unable to leave because Defendants had destroyed her financial stability, and upon her eventual discharge, she was returned to homelessness with no stable housing, no consistent medical care, and compounding trauma from months of institutional abuse layered upon her pre-existing trafficking injuries.

B. The Harm Is Directly Attributable to Defendants' Conduct

21. Every harm Plaintiff is suffering is directly attributable to the unconscionable settlement. On September 22, 2025, Plaintiff **explicitly warned Defendants' counsel (Exhibit B)** that the \$25,000 settlement would sabotage her pending SSI application and destroy her pathway to supportive housing. Defendants proceeded regardless. The harms Plaintiff predicted have materialized exactly as she warned.

22. Defendants cannot claim surprise at the consequences. They were warned. They proceeded anyway—including an approximate nine-day window of deliberation before Defendants’ counsel stated that “\$25,000 was the highest my clients will ever offer” (Doyle). This was not impulsive action but a calculated decision to impose an unconscionable settlement on a disabled, institutionalized trafficking victim, with full knowledge of the foreseeable medical consequences. The coercive pressure of this ultimatum—accept \$25,000 or receive nothing—drove Plaintiff, out of fear of losing the substantially larger recovery she was entitled to, to increase her resolve to create an independent business and invest in its growth as a means of financial survival. This desperation rendered Plaintiff uniquely vulnerable to the romance scam that followed, in which she was defrauded of approximately \$41,400 through a fabricated online storefront and pressured into transferring \$10,000 to a cryptocurrency platform (Exhibit PP). The settlement coercion thus created the precise conditions of financial desperation and psychological vulnerability that pushed Plaintiff directly into further exploitation. They bear responsibility for the medical crisis Plaintiff now faces.

C. Monetary Damages Cannot Remedy the Ongoing Harm

23. The ongoing denial of medical care cannot be remedied by monetary damages alone. Each day without psychiatric treatment increases the risk of another psychiatric emergency. Each day in an abusive institutional environment compounds Plaintiff’s trauma. These harms are irreparable in the truest sense—they cannot be undone by money paid later.

V. RELIEF REQUESTED

24. Plaintiff respectfully requests that this Court enter an Order:

(a) Ordering Defendants to pay for Plaintiff's outstanding Lifestance Mental Health bills in the amount of \$1,775, or such other amount as the Court deems appropriate, to restore Plaintiff's access to psychiatric care; (b) Ordering Defendants to provide interim funding for Plaintiff's ongoing psychiatric care pending resolution of the Rule 60(b) motion; (c) Ordering Defendants to provide interim funding sufficient to allow Plaintiff to secure an appropriate, safe living environment with proper ADA accommodations, having been discharged from Clayton Residential Homes into homelessness; (d) Ordering Defendants to restore Plaintiff's health insurance coverage or provide equivalent coverage pending resolution of this matter; (e) In the alternative, ordering Defendants to deposit a sum sufficient to cover Plaintiff's medical and housing needs into an escrow account administered by the Court pending resolution of the Rule 60(b) motion; and (f) Granting such other and further relief as this Court deems just and equitable.

VI. CONCLUSION

25. Plaintiff is permanently disabled. She is being denied necessary psychiatric care. She has accumulated \$1,775 in medical debt. She suffered a psychiatric emergency on November 9, 2025. She was confined to Clayton Residential Homes, an abusive facility where she filed fourteen grievances and four IDPH complaints, and upon discharge was returned to homelessness with no continuity of care. **All of this harm flows directly from Defendants' unconscionable settlement.**

26. Defendants were warned. They proceeded anyway. They should be required to ameliorate the harm they knowingly caused while the Court considers Plaintiff's Rule 60(b) motion.

Respectfully submitted,



Rebekah Katherine Brewis

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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:



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