

**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 SUPPLEMENTAL MEMORANDUM IN SUPPORT OF CONTEMPT
ENFORCEMENT PROVISIONS IN PROPOSED TEMPORARY RESTRAINING
ORDER**

I. INTRODUCTION

1. Plaintiff Rebekah Katherine Brewis, proceeding *pro se*, respectfully submits this supplemental memorandum in support of the contempt enforcement provisions included in the proposed Temporary Restraining Order. The extraordinary circumstances of this case—including the inclusion of an illegal evidence destruction clause in the Settlement Agreement, the concealment of shadow counsel with specialized expertise in victim exploitation, active asset dissipation, and the sophistication and resources of Defendants' legal team—necessitate explicit contempt provisions to give the TRO meaningful teeth.

II. LEGAL STANDARD FOR CONTEMPT ENFORCEMENT IN TRO ORDERS

2. Federal courts possess inherent authority to enforce their orders through civil and criminal contempt proceedings. *Chambers v. NASCO, Inc.*, 501 U.S. 32, 44 (1991). The contempt power is essential to ensure that judicial orders are not mere suggestions. *Shillitani v. United States*, 384 U.S. 364, 370 (1966).

3. Federal Rule of Civil Procedure 65(d)(2) specifies that every order granting an injunction binds: (A) the parties; (B) the parties' officers, agents, servants, employees, and attorneys; and (C) other persons who are in active concert or participation with anyone described in (A) or (B). The proposed Order's identification of specific Varnum LLP attorneys—including undisclosed shadow counsel—ensures that all persons directing the defense strategy are bound regardless of whether they have entered a formal appearance.

III. THE RECORD SUPPORTS EXPLICIT CONTEMPT PROVISIONS

A. Demonstrated Willingness to Violate Federal Law

4. Defendants' counsel drafted and induced Plaintiff to sign a Settlement Agreement containing a clause requiring the destruction of evidence within two days of execution—conduct that would violate 18 U.S.C. § 1519 if performed. The inclusion of an illegal evidence destruction provision in an agreement drafted by sophisticated counsel demonstrates consciousness of guilt and a willingness to place Plaintiff in jeopardy of federal criminal liability to protect Defendants' interests.

5. The attorney who directed this strategy—Ronald G. DeWaard, former Chair and Managing Partner of Varnum LLP and former Assistant United States Attorney for the Southern District of Florida—is a former federal prosecutor who spent years enforcing the very criminal

statutes his settlement clause would have required Plaintiff to violate. This is not a case of inadvertent drafting—it is the calculated judgment of the defense team's most senior legal strategist.

B. Active Asset Dissipation Despite Pending Claims

6. Defendant Aaron Peterson sold his primary residence at 16180 Highland Drive, Spring Lake, Michigan 49456, on December 10, 2025—forty-one days after the settlement was executed—for \$3,000,000. The real estate transfer tax on this single transaction (\$25,800) exceeded the entire \$25,000 settlement payment. This demonstrates both the gross inadequacy of the settlement consideration and Defendants' active efforts to place assets beyond this Court's reach.

7. Additionally, PFC Holdings, LLC—a corporate shell entity organized by Varnum LLP attorney Jeffrey W. Beswick at Aaron Peterson's marital home address—holds or manages a 2009 Gulfstream G150 aircraft valued at \$3.35–5.2 million. This entity was not disclosed in any FRCP 7.1 corporate disclosure statement filed in this action, constituting an independent violation of the Federal Rules of Civil Procedure.

C. Concealed Shadow Counsel Arrangement

8. The discovery in January 2026 that Varnum LLP deployed undisclosed shadow counsel—including a former DOJ Child Exploitation Unit Chief (Mark J. Chasteen)—against an unrepresented, institutionalized trafficking victim demonstrates the defense team's willingness to operate outside the bounds of ordinary professional conduct. Shadow counsel who have never entered an appearance cannot be bound by a TRO unless the Order specifically identifies them under FRCP 65(d)(2)(B)–(C). The proposed Order's explicit identification of these attorneys closes this enforcement gap.

D. Institutional Coordination Requiring Broad Injunctive Scope

9. The defense involves coordination across eight Varnum LLP attorneys spanning multiple practice areas—litigation, white collar defense, corporate/M&A, aviation law, family law, and criminal defense—as documented in the pending Michigan Attorney Grievance Commission Request for Investigation. A TRO that binds only counsel of record (Doyle and Youngdahl) while leaving the firm's leadership (DeWaard), victim exploitation specialist (Chasteen), corporate structuring attorney (Beswick), and NDA architect (Missad) free to circumvent the Order would render the injunction practically meaningless.

IV. SANCTIONS PROVISIONS ARE PROPORTIONATE

10. The proposed sanctions menu in Paragraph 9 of the Order is graduated and proportionate. Compensatory sanctions restore Plaintiff for harm caused. Coercive fines incentivize compliance. Adverse inferences protect the jury's ability to evaluate claims where evidence has been compromised. Default on specific claims is reserved for the most egregious concealment. Criminal contempt referral and bar disciplinary referral address conduct that threatens the integrity of the judicial system itself.

11. Courts routinely include such provisions in TROs involving evidence preservation. *See, e.g., Zubulake v. UBS Warburg LLC*, 229 F.R.D. 422 (S.D.N.Y. 2004) (imposing adverse inference for negligent destruction of evidence); *Residential Funding Corp. v. DeGeorge Financial Corp.*, 306 F.3d 99 (2d Cir. 2002) (adverse inference for willful destruction). The circumstances here—where the settlement agreement itself required evidence destruction—present an even stronger case for prophylactic sanctions provisions.


V. FRCP 7.1 COMPLIANCE ORDER

12. The proposed Order's FRCP 7.1 compliance provision (Paragraph 10) addresses a concrete, ongoing violation. Defendants' counsel failed to disclose PFC Holdings, LLC in any corporate disclosure filing despite its connection to Defendants through shared ownership, shared address, and shared counsel (Beswick). Compelling amended disclosures is a routine exercise of the Court's inherent authority to manage its docket and ensure compliance with mandatory disclosure requirements.

VI. CONCLUSION

13. The contempt enforcement provisions in the proposed Temporary Restraining Order are necessary, supported by the record, and proportionate to the extraordinary circumstances presented. Plaintiff respectfully requests that the Court adopt the proposed Order in its entirety.

Respectfully submitted,



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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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