

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

<b>REBEKAH KATHERINE BREWIS,</b>	)	
	)	
Plaintiff, Pro Se,	)	<b>Case No. 1:25-cv-03513</b>
	)	
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 TO REINSTATE CASE PENDING**  
**DETERMINATION OF RULE 60(b) MOTION**

**I. INTRODUCTION AND EMERGENCY RELIEF REQUESTED**

1. Plaintiff Rebekah Katherine Brewis, proceeding *pro se*, respectfully moves this Court on an emergency basis pursuant to Federal Rule of Civil Procedure 62(c) and the Court's inherent authority to reinstate this action to the active docket pending determination of Plaintiff's contemporaneously filed Motion to Set Aside Settlement Agreement and Vacate Dismissal Pursuant to Federal Rule of Civil Procedure 60(b).

2. Emergency relief is necessary because **every harm Plaintiff predicted has materialized**. When Plaintiff warned Defendants' counsel on September 22, 2025 (**Exhibit B**) that the \$25,000 settlement would cause her to have her pending SSI application sabotaged and lose

her pathway to supportive housing, Defendants' counsel proceeded regardless. Plaintiff has now lost both. She is destitute, homeless, and suffering ongoing irreparable harm that compounds daily while this case remains dismissed.

3. This is not a case of buyer's remorse. This is a case where **sophisticated counsel from two law firms extracted a settlement from an institutionalized trafficking victim with documented knowledge that the settlement would harm her**—and it did, exactly as she warned them it would.

## **II. FACTUAL BACKGROUND**

### ***A. The Settlement Was Procured Through Coercion and With Knowledge of Harm***

4. On September 21, 2025, Defendants' counsel imposed a 24-hour "exploding offer" on Plaintiff—an institutionalized, unrepresented, disabled trafficking victim confined to a residential mental health facility **(Exhibits C, D). (Exhibit B.)**

5. On September 22, 2025, Plaintiff responded with an explicit written warning **(Exhibit B):**

*25k would not only make me ineligible for SSI disability for another whole year, I'd also lose my supportive housing program which I'm currently approved and qualified for through June 2026 for 9 more months) due to disability and income limits. I'd be shooting myself in the foot by accepting your client's offer... 25k alone and as a financial threshold would not be as much of any benefit to me and actually undermine any support I currently possess and am qualified for.*

6. Defendants' counsel acknowledged receipt of this warning. Rather than pause negotiations, address Plaintiff's concerns, or suggest she consult with counsel before making a

decision that would destroy her benefits, Defendants proceeded to accept the settlement *knowing it would cause the very harms Plaintiff explicitly identified.*

***B. All Predicted Harms Have Materialized***

7. Every harm Plaintiff predicted in her September 22, 2025 email has come to pass:

8. SSI Application Sabotaged. **Plaintiff's pending SSI disability benefits application** (Exhibit R) was permanently derailed as a direct result of the \$25,000 settlement payment, exactly as she warned Defendants' counsel would happen.

9. Supportive Housing Lost. Plaintiff lost her supportive housing program, which had been approved through June 2026, exactly as she warned Defendants' counsel would happen.

10. Financial Destitution. The \$25,000 settlement funds were exhausted within weeks, leaving Plaintiff destitute—exactly as she warned Defendants' counsel would happen.

11. Psychiatric Emergency. **Plaintiff suffered a psychiatric emergency directly precipitated by the settlement's consequences, requiring emergency medical intervention at Ascension Health on November 9, 2025.** (Exhibit Q, Ascension Health Emergency Visit Records.)

12. Ongoing Institutional Harm. **Plaintiff was confined to Clayton Residential Homes to Clayton Residential Homes, where she has filed fourteen separate grievances documenting abuse, ADA violations, and unsafe conditions.** (Exhibit W, Clayton House Grievances.)

***C. The Settlement Agreement Contains Illegal Terms***

13. The Settlement Agreement (**Exhibit A**) requires Plaintiff to destroy evidence within two days of execution. This provision, if enforced, would require Plaintiff to commit a federal

crime in violation of 18 U.S.C. § 1519, which criminalizes the knowing destruction of documents "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."

14. Plaintiff correctly refused to comply with this illegal term. The inclusion of this provision demonstrates Defendants' consciousness of guilt and their intent to conceal evidence of trafficking.

### **III. LEGAL STANDARD**

15. Federal courts possess inherent authority to reinstate cases pending resolution of Rule 60(b) motions. *See Liljeberg v. Health Servs. Acquisition Corp.*, 486 U.S. 847, 863-64 (1988) (courts have broad discretion to manage their dockets and ensure justice is served). The Seventh Circuit has recognized that courts may take interim measures to preserve the status quo and prevent irreparable harm pending determination of substantive motions. *See Roland Mach. Co. v. Dresser Indus., Inc.*, 749 F.2d 380, 386-87 (7th Cir. 1984).

16. Emergency relief is warranted when the movant demonstrates: (1) a likelihood of success on the merits; (2) irreparable harm absent relief; (3) that the balance of harms favors the movant; and (4) that relief serves the public interest. *See Winter v. Natural Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008).

### **IV. ARGUMENT**

#### ***A. Plaintiff Is Likely to Succeed on the Rule 60(b) Motion***

17. Plaintiff's Rule 60(b) Motion presents compelling grounds for relief under multiple subsections:

18. Rule 60(b)(3) — Fraud, Misrepresentation, and Misconduct. *Defendants concealed the involvement of shadow counsel Ronald G. DeWaard (former AUSA, former Varnum Chair) and Mark J. Chasteen (former DOJ Child Exploitation Unit Chief) in the litigation strategy. Chasteen possesses seventeen years of specialized expertise in the psychology of trafficking victims—expertise that was deployed against rather than for a trafficking victim.*

19. Rule 60(b)(4) — Void Judgment. **The Settlement Agreement** (Exhibit A) *contains an illegal evidence destruction clause that renders it void ab initio.* Contracts requiring commission of federal crimes are unenforceable as a matter of law.

20. Rule 60(b)(6) — Extraordinary Circumstances. **The confluence of factors—institutionalization** (Exhibits C, D), **documented cognitive impairment, concurrent romance scam victimization** (Exhibits M, PP), concealed adversarial expertise, explicit warnings ignored, and catastrophic materialization of all predicted harms—constitutes extraordinary circumstances warranting relief.

21. Unconscionability. **The settlement compounds unconscionability upon unconscionability. The March 2024 NDA** (Exhibit P) was signed fourteen days after sexual assault. The October 2025 settlement—which extinguished the pending unconscionability claim challenging that NDA—was signed while Plaintiff was institutionalized, homeless, and under active exploitation by a romance scam. Unconscionability cannot cure unconscionability.

***B. Plaintiff Is Suffering Irreparable Harm***

22. Plaintiff is suffering **ongoing, compounding, irreparable harm** every day this case remains dismissed:

23. Financial Devastation. **Plaintiff's pending SSI application** (Exhibit R) was sabotaged and supportive housing destroyed. She is destitute, with no income and no stable housing.

24. Medical Harm. **Plaintiff's psychiatric emergency on November 9, 2025** (Exhibit Q) was directly precipitated by the settlement's consequences. She continues to suffer from the trauma of being exploited by Defendants while institutionalized.

25. Institutional Harm. **Plaintiff was confined to Clayton Residential Homes where she has documented fourteen separate grievances for abuse and ADA violations** (Exhibit W). She cannot escape this situation because Defendants destroyed her financial stability.

26. Legal Rights Extinguished. Plaintiff's seventeen federal and state claims—including federal trafficking claims under 18 U.S.C. § 1595—remain extinguished while Defendants benefit from an unconscionable settlement procured through exploitation of Plaintiff's documented vulnerabilities.

27. These harms cannot be remedied by monetary damages alone. The ongoing loss of federal benefits, housing stability, and the daily compounding of trauma constitute irreparable injury.

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

28. The balance of harms overwhelmingly favors Plaintiff. She is destitute, institutionalized, and suffering ongoing harm. Defendants are multi-million dollar corporate entities represented by sophisticated counsel from two law firms. The only "harm" to Defendants from reinstatement is that they would be required to defend against the claims they sought to extinguish through an unconscionable settlement—claims they apparently believed had sufficient merit to warrant extraction at any cost.

29. If the settlement is ultimately upheld, Defendants will be in the same position they would have been had reinstatement not occurred. If the settlement is set aside, Plaintiff will have preserved her ability to pursue justice for trafficking. The equities clearly favor reinstatement.

***D. The Public Interest Favors Reinstatement***

30. Congress enacted the Trafficking Victims Protection Act to provide civil remedies for trafficking victims precisely because criminal prosecutions are often inadequate. 18 U.S.C. § 1595. Allowing sophisticated corporate defendants to purchase releases from institutionalized trafficking victims for pennies on the dollar—through settlements procured with documented knowledge that the settlement would harm the victim—eviscerates the TVPA's protective framework.

31. The public interest in protecting trafficking victims, in ensuring that settlement agreements are not procured through exploitation of documented vulnerabilities, and in maintaining the integrity of the judicial process all favor reinstatement.

**V. CONCLUSION**

32. For the foregoing reasons, Plaintiff respectfully requests that this Court enter an Order:

(a) Reinstating this action to the Court's active docket pending determination of Plaintiff's Rule 60(b) Motion; (b) Staying any deadlines or obligations under the Settlement Agreement pending determination of the Rule 60(b) Motion; (c) Ordering Defendants to preserve all evidence related to this action; (d) Setting an expedited briefing schedule on the Rule 60(b) Motion given the ongoing irreparable harm to Plaintiff; and (e) 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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