

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

<b>REBEKAH KATHERINE BREWIS,</b>	)	
	)	
Plaintiff, <i>Pro Se</i> ,	)	<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 MOTION TO SET ASIDE SETTLEMENT AGREEMENT AND TO  
VACATE DISMISSAL PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE**

**60(b)**

**I. INTRODUCTION**

Plaintiff Rebekah Katherine Brewis, proceeding *pro se*, respectfully moves this Court pursuant to Federal Rule of Civil Procedure 60(b)(3), 60(b)(4), and 60(b)(6) for an Order setting aside the Settlement Agreement and Restated Mutual Confidentiality Agreement executed on October 9, 2025, vacating the dismissal entered on October 23, 2025 (Dkt. #61) in reliance on that agreement, and reinstating this action to the Court’s active docket.

This motion is supported by overwhelming evidence that the settlement was procured through fraud, misrepresentation, and misconduct by Defendants’ counsel; that the agreement is

void *ab initio* due to illegality and unconscionability; and that extraordinary circumstances warrant relief under Rule 60(b)(6). Specifically, Plaintiff demonstrates that:

*First*, Plaintiff was confined to a state-certified residential mental health facility when she received a 24-hour “exploding offer” from Defendants’ sophisticated legal team, comprising attorneys from two law firms- Varnum LLP (Grand Rapids, Michigan) and Tabet DiVito & Rothstein, LLC (Chicago, Illinois)- with combined resources far exceeding those available to an unrepresented, institutionalized, disabled individual.

*Second*, a comprehensive clinical assessment conducted on June 4, 2025- just three months before the settlement negotiations- documented that Plaintiff had “difficulty making safe decisions,” required 24-hour supervised care, was homeless, had zero income, and met criteria for admission to a State-operated mental health facility.

*Third*, Plaintiff explicitly warned Defendants’ counsel in writing on September 22, 2025, that accepting the \$25,000 offer would cause her affirmative harm- rendering her ineligible for SSI disability benefits, causing loss of her supportive housing program, and leaving her worse off than before the settlement. Defendants’ counsel acknowledged receipt of this warning and proceeded regardless.

*Fourth*, the settlement agreement contains a provision 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 (obstruction of justice through document destruction). This illegal term renders the agreement void as a matter of law.

*Fifth*, Defendants concealed the involvement of senior attorneys Ronald G. DeWaard and Mark J. Chasteen in the litigation strategy and settlement negotiations. DeWaard- a former federal

prosecutor, former Varnum Chair, and member of the General Motors Independent Monitor team- simultaneously served on the Board of Directors of The Right Place, Inc., the regional economic development organization overseeing Peterson Farms' home county, giving him a dual economic interest in the outcome beyond his role as defense counsel. Chasteen is a former federal prosecutor who served as Chief of the Child Exploitation Unit for the United States Department of Justice- expertise that was deployed *against* rather than *for* a trafficking victim. Varnum colleague Timothy K. Kroninger, with nine years of General Motors in-house counsel experience, further bolstered a defense team possessing forty-plus combined years of corporate concealment expertise. Plaintiff did not discover this concealed counsel arrangement, DeWaard's beneficiary interest, or the corporate concealment pipeline until January- February 2026.

*Sixth*, every harm Plaintiff predicted in her September 22 warning has materialized: the settlement sabotaged her pending SSI disability application by exceeding asset limits, destroyed her pathway to supportive housing and Medicaid program, exhausted the settlement funds within weeks, and is currently destitute- exactly as she told Defendants' counsel would happen.

*Seventh*, the settlement extinguished seventeen live federal and state claims, including Count XIII of the Amended Complaint (Dkt. #39), which challenged the March 19, 2024, confidentiality agreement as unconscionable. The October 2025 settlement thus compounded unconscionability upon unconscionability: the first agreement was signed fourteen days after sexual assault under medication and duress, as documented in contemporaneous text messages (Exhibit E); the second agreement was signed while Plaintiff was institutionalized, homeless, and under active exploitation by a concurrent romance scam. This Court's reinstatement of the action would revive all seventeen counts to the active docket.

### **I-A. THRESHOLD JURISDICTIONAL ANALYSIS**

#### ***Kokkonen v. Guardian Life Insurance Co., 511 U.S. 375 (1994)***

**1A.** This Court's jurisdiction to consider this Rule 60(b) motion in a closed case is established on five independent grounds. Plaintiff addresses the threshold question proactively because Defendants may invoke *Kokkonen v. Guardian Life Insurance Co., 511 U.S. 375 (1994)*, to argue this Court lacks jurisdiction after dismissal. The critical distinction that resolves this question is that Plaintiff does not seek to *enforce* the settlement agreement- the action *Kokkonen* held requires independent jurisdictional basis. Rather, Plaintiff seeks to *vacate the Court's own dismissal order* on the grounds that the settlement agreement underlying it is void *ab initio*, was procured through fraud and concealment, and is unconscionable under both federal and Illinois law.

**1B.** The October 23, 2025, Order (Dkt. #61) does not retain jurisdiction over the settlement agreement. It does not incorporate the settlement's terms. Under *Kokkonen*, this means Defendants themselves could not return to this Court to enforce the settlement. But the corollary is equally dispositive: *Kokkonen* does not strip this Court of jurisdiction to examine whether the stipulation on which the Order rests was validly obtained.

**1C. Basis 1- Inherent Authority Over Own Orders.** A Rule 60(b) motion is directed at the Court's own judgment, not at the settlement agreement. Every federal court retains inherent jurisdiction to reconsider its own orders. The Supreme Court confirmed this most recently in *Waetzig v. Halliburton Energy Services, Inc., 601 U.S. \_\_\_ (2025) (unanimous)*, holding that voluntary dismissals constitute "final proceedings" subject to Rule 60(b). The Seventh Circuit recognizes this authority. *Eskridge v. Cook County, 577 F.3d 806, 809 (7th Cir. 2009)*.

**1D. Basis 2—Void Judgment Under Rule 60(b)(4).** The Settlement Agreement contains a provision requiring Plaintiff to destroy evidence within two days. Compliance would constitute a federal crime under 18 U.S.C. § 1519. A contract requiring performance of an illegal act is void *ab initio*. *Kaiser Steel Corp. v. Mullins*, 455 U.S. 72, 77 (1982). A judgment resting on a void settlement must be vacated. *Simmons v. Sabine River Auth.*, 732 F.3d 469, 474 (5th Cir. 2013). Although *Coney Island Auto Parts Unlimited, Inc. v. Burton*, 607 U.S. \_\_\_ (2026), confirmed that Rule 60(b)(4) motions must be filed within a “reasonable time” under Rule 60(c)(1), this motion was filed approximately four months after the October 23, 2025 dismissal—well within any reasonable-time analysis. The fraud and concealment giving rise to this motion were not discoverable until January 2026, when Plaintiff first learned of DeWaard’s shadow counsel role. This Court’s jurisdiction to determine whether its own judgment is void cannot be questioned, and *Kokkonen* is irrelevant to this inquiry.

**1E. Basis 3—Fraud Within One-Year Window Under Rule 60(b)(3).** Defendants concealed the involvement of shadow counsel Ronald G. DeWaard and Mark J. Chasteen in the litigation strategy and settlement negotiations. This motion is filed well within the one-year period from the October 23, 2025, dismissal. A Rule 60(b)(3) motion filed within the one-year period lies as part of the original action and carries its own jurisdictional warrant. *Hunter v. Kalt*, 66 F.3d 1002 (9th Cir. 1995).

**1F. Basis 4—Fraud Upon the Court.** Even under *Kokkonen*’s own framework, the Court retains ancillary jurisdiction to “manage its proceedings, vindicate its authority, and effectuate its decrees.” 511 U.S. at 380. Concealing shadow counsel with specialized expertise in exploiting vulnerable populations—deployed against an unrepresented, institutionalized trafficking victim—constitutes fraud upon the court. *Hazel-Atlas Glass Co. v. Hartford-Empire Co.*, 322 U.S. 238, 245

(1944). The resulting settlement required the trafficking victim to destroy evidence, an illegal act that would have obstructed this Court's processes. This Court's authority to address fraud upon its own processes is inherent and survives case closure.

**1G.** *Basis 5—TVPA Public Policy as Independent Federal Question.* The Rule 60(b) motion raises a federal question: whether TVPA rights can be waived under conditions of institutionalization, cognitive impairment, and trafficking-related coercion. The Supreme Court has long recognized that waivers of certain federal statutory rights are unenforceable when the statute protects against exploitation. *Brooklyn Savings Bank v. O'Neil*, 324 U.S. 697, 707 (1945). Under the *Town of Newton v. Rumery*, 480 U.S. 386, 392 (1987), totality-of-circumstances framework, a trafficking victim's waiver of all trafficking claims—executed while institutionalized and cognitively impaired, for consideration of \$25,000 against claims worth orders of magnitude more—is unenforceable as contrary to the TVPA's protective mandate. This federal question provides an independent jurisdictional basis beyond *Kokkonen's* ancillary jurisdiction analysis.

**1H.** Judge Ellis's Order further supports jurisdiction. The Court already exercised independent judgment by partially denying the Joint Motion to Seal (Dkt. #58), evaluating the sealing request on its merits and finding it overbroad. The dismissal was not a purely ministerial act but required the Court's substantive engagement. The Court's authority to reconsider this engagement under Rule 60(b) follows *a fortiori*. The underlying claims arise under federal statutes—the TVPA (18 U.S.C. §§ 1589—1595), RICO (18 U.S.C. §§ 1961—1968), and the Civil Rights Act (42 U.S.C. § 1983)—and the original federal question jurisdiction has not evaporated.

## **II. PROCEDURAL HISTORY**

1. On April 1, 2025, Plaintiff filed the original Complaint in this action (Dkt. #1), alleging claims arising from sex trafficking, forced labor, and related tortious conduct by Defendant Aaron Leroy Peterson (also known as “R.J. Elliot”) and affiliated corporate entities. The Complaint was filed pro se with an accompanying application to proceed in forma pauperis (Dkt. #4) and a motion for appointment of counsel (Dkt. #5). The case was assigned to the Honorable Sara L. Ellis with the Honorable Daniel P. McLaughlin designated as Magistrate Judge.

2. On April 18, 2025, Defendants appeared through counsel from two law firms: Varnum LLP, Grand Rapids, Michigan (Brion B. Doyle; Neil E. Youngdahl) (Dkt. #9, #10) and Tabet DiVito & Rothstein, LLC, Chicago, Illinois (Michael J. Grant; John H. Andreasen) (Dkt. #7, #8). The same attorneys entered appearances on behalf of all Peterson-affiliated corporate entities, including Peterson Farms Fresh, LLC, Peterson Farms, Inc., PFI Holdco, LLC, Fresh Innovations, LLC, JVC Enterprises LLC, JVC Logistics, LLC, Lakewood Organics, LLC, and Oceana County Freezer Storage, Inc.

3. On April 18, 2025, Defendants filed corporate affiliate disclosure statements pursuant to FRCP 7.1 and NDIL Local Rule 3.2 (Dkt. #13—#21), identifying nine separate corporate entities and their ownership structures, including the involvement of Mubadala Capital (an Abu Dhabi sovereign wealth fund) through a multi-layered private equity holding structure comprising PFI Holdco, LLC, PFI Upper Midco, LLC, PFI Lower Midco, LLC, Peterson Family Holdings, LLC, MIC CP Peterson Aggregator LP, and AC Fresh Buyer, LLC. These disclosures, filed by Defendants’ own counsel, revealed the full scope of the corporate enterprise.

4. On April 23, 2025, the Court denied Plaintiff’s in forma pauperis application, noting that Plaintiff had reported “\$140,000 in income over the past 12 months” (Dkt. #22). The Court also

dismissed 241-page filing against 45 defendants insufficiently organized. The Court ordered Plaintiff to pay the filing fee by May 15, 2025. This Court's notation of \$140,000 in prior income is significant in light of subsequent events: within weeks, Plaintiff would be hospitalized with zero income, homeless, and assessed as requiring 24-hour supervised care.

5. On June 11, 2025, Plaintiff filed an Emergency Motion for Extension of Time and Request for Reasonable Accommodations under the Americans with Disabilities Act (Dkt. #34), accompanied by a Declaration (Dkt. #36). On June 12, 2025, the Court granted Plaintiff's ADA accommodations motion and extended the deadline to file an amended complaint to August 15, 2025 (Dkt. #37, #38). Defendants' counsel was present for this hearing and was therefore on notice of Plaintiff's documented disabilities no later than June 2025—more than three months before the settlement negotiations.

6. On August 14, 2025, Plaintiff filed the First Amended Complaint (Dkt. #39), a 189-page filing asserting seventeen causes of action against eight named defendants: (1) Federal Sex Trafficking By Force, Fraud, or Coercion (18 U.S.C. § 1591); (2) Federal Sex Trafficking Enterprise Liability (18 U.S.C. § 1595); (3) Illinois Trafficking In Persons Act; (4) Michigan Human Trafficking Act; (5) Federal Fair Housing Act; (6) Illinois Forcible Entry and Detainer; (7) Illinois Residential Tenant's Right to Repair; (8) Michigan Elliott-Larsen Civil Rights Act; (9) 42 U.S.C. § 1983 Civil Rights; (10) Federal RICO (18 U.S.C. § 1962); (11) Common Law Fraud; (12) Intentional Infliction of Emotional Distress; (13) Unconscionability of Contract; (14) Unjust Enrichment; (15) Civil Conspiracy; (16) Negligent Supervision; and (17) Punitive Damages.

7. On September 12, 2025, Defendants filed a Motion to Dismiss (Dkt. #40) and a supporting memorandum (Dkt. #41). Plaintiff's response was due October 17, 2025.

8. On October 13, 2025, following settlement negotiations conducted while Plaintiff was confined to a residential mental health facility, the parties filed a Stipulation of Dismissal with Prejudice (Dkt. #60). On October 23, 2025, the Court entered an Order of Dismissal (Dkt. #61).

### **III. STATEMENT OF FACTS**

#### ***A. Plaintiff's Institutionalization and Documented Incapacity***

9. Beginning in late May 2025, Plaintiff experienced a severe mental health crisis precipitated by the cumulative effects of trafficking-related trauma, housing instability, and the stress of pro se federal litigation against well-resourced corporate defendants.

10. On or about May 28, 2025, Plaintiff was admitted to a psychiatric facility for crisis stabilization. This was the first of multiple hospitalizations and institutional placements that would continue through the period of settlement negotiations.

11. From approximately August 2025 through October 2025, Plaintiff was confined to a state-certified residential mental health facility providing 24-hour supervised care. This facility was not a voluntary living arrangement—it was a clinical placement based on documented need for constant supervision and support.

12. At the time Plaintiff received and accepted the settlement offer in early October 2025, she remained a resident of this facility (**Exhibit D**), subject to its rules and supervision, and without independent access to legal counsel, financial advisors, or other professional guidance.

13. Plaintiff's institutionalized status was known to Defendants' counsel, who directed settlement communications to Plaintiff at the facility.

***B. The Maximus Clinical Assessment***

14. On June 4, 2025, Maximus, the federal contractor administering disability determinations for the State of Illinois, conducted a comprehensive clinical assessment of Plaintiff. This assessment was performed by qualified medical professionals to determine Plaintiff's eligibility for disability benefits and appropriate level of care.

15. The Maximus assessment (**Exhibit C**) documented that Plaintiff: (a) had “difficulty making safe decisions”; (b) required 24-hour supervised care; (c) was homeless; (d) had zero income; (e) met criteria for admission to a State-operated mental health facility; and (f) exhibited cognitive and emotional impairments consistent with her documented diagnoses of autism spectrum disorder, ADHD, and complex PTSD. This assessment was conducted just three months before the settlement negotiations commenced—and no subsequent assessment documented any improvement in Plaintiff's condition.

***C. The Settlement Negotiations and Agreement***

16. In September 2025, while Plaintiff remained institutionalized, Defendants' counsel initiated settlement discussions. These discussions were conducted via email, with Plaintiff responding from the residential facility where she was confined.

17. On or about September 20, 2025, Defendants' counsel transmitted a settlement offer (**Exhibit B**) of \$25,000 in exchange for dismissal of all claims with prejudice, a broad release, confidentiality provisions, and other terms.

18. The offer was presented as time-limited—an “exploding offer” that Plaintiff was pressured to accept within 24 hours. This pressure tactic was deployed against an institutionalized,

disabled, unrepresented individual who had no capacity for meaningful deliberation or consultation.

19. Plaintiff had no independent legal counsel at any point during these negotiations. Despite the complexity of the claims (seventeen counts including federal trafficking and RICO), the disparity in resources (two sophisticated law firms versus a pro se institutionalized plaintiff), and Plaintiff's documented incapacity, Defendants' counsel proceeded to negotiate directly with Plaintiff.

20. The settlement negotiations occurred while Plaintiff's response to Defendants' Motion to Dismiss was pending. Plaintiff's response was due October 17, 2025. The settlement was executed on October 9, 2025, and the Stipulation of Dismissal filed October 13, 2025—ensuring that Plaintiff never had the opportunity to respond to the Motion to Dismiss.

21. At no point did Defendants' counsel suggest that Plaintiff obtain independent legal advice, seek a guardian ad litem, or take any other step to ensure that her acceptance was knowing and voluntary. To the contrary, the 24-hour deadline actively discouraged such protective measures.

#### ***D. Plaintiff's Written Warning of Harm***

22. On September 22, 2025, Plaintiff sent a written communication to Defendants' counsel (**Exhibit B**) explicitly warning that accepting the \$25,000 settlement would cause her affirmative harm. Specifically, Plaintiff warned that: (a) the \$25,000 payment would render her ineligible for SSI disability benefits, which have strict asset limits; (b) loss of SSI would cause loss of her Medicaid health coverage; (c) loss of SSI would cause loss of her position in a supportive housing program that was contingent on disability status; and (d) the net effect would

be that she would be worse off after the settlement than before—financially destitute, without housing, and without healthcare.

23. Defendants’ counsel acknowledged receipt of this warning. Rather than reconsidering the settlement terms, pausing negotiations, or suggesting that Plaintiff seek independent advice, Defendants’ counsel proceeded to finalize the settlement on substantially the same terms.

***E. Terms of the Settlement Agreement***

24. The Settlement Agreement and Restated Mutual Confidentiality Agreement (**Exhibit A**), executed October 9, 2025, contained the following material terms: (a) Plaintiff agreed to dismiss all claims with prejudice; (b) Plaintiff released Defendants from all claims, known and unknown, arising from the events alleged in the Amended Complaint; (c) Defendants agreed to pay \$25,000; (d) Plaintiff agreed to confidentiality provisions restricting her ability to discuss the settlement or underlying events; (e) Plaintiff agreed to destroy certain evidence within two days of execution.

25. The settlement extinguished seventeen live federal and state claims, including federal trafficking claims under 18 U.S.C. § 1591 and § 1595, RICO claims, civil rights claims, and an existing unconscionability claim challenging the March 2024 NDA (**Exhibit P**).

26. The evidence destruction clause required Plaintiff to destroy, within two days of execution, documents and evidence related to the claims in this litigation. This provision is illegal on its face: 18 U.S.C. § 1519 criminalizes the knowing destruction of documents or records “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.” This provision renders

the agreement void as a matter of public policy. Plaintiff correctly refused to comply with this term.

**26A.** Contemporaneous Evidence of First NDA Circumstances. Plaintiff’s text message correspondence with Defendant Peterson from March through September 2024 documents the circumstances surrounding the March 2024 NDA and the ongoing trafficking relationship. (Exhibits E, I, J, K, L.) These 2,391 messages establish: (a) the existence of the March 2024 NDA; (b) a contemporaneous “side agreement” for housing at an Airbnb in Fox Lake, Illinois, demonstrating the harboring element of trafficking; (c) Plaintiff’s April 2024 confrontation of Defendant Peterson regarding sexual assault; (d) Plaintiff’s documented awareness of her own capacity limitations due to autism; and (e) Defendant Peterson’s retaliatory characterization of Plaintiff as an “extortionist” after she raised the assault allegations.

**27.** The Settlement Agreement imposed no reciprocal obligations on Defendants of comparable scope. Defendants were required only to pay \$25,000 within three business days. The asymmetry of obligations is extreme: Plaintiff surrendered federal trafficking rights, accepted lifetime restrictions on speech and association, and was directed to destroy evidence, in exchange for a sum that Plaintiff had explicitly warned would cause her affirmative harm.

**28.** Two Layers of Unconscionability. The Settlement Agreement compounded unconscionability upon unconscionability. Count XIII of the Amended Complaint (Dkt. #39) challenged the March 19, 2024, “Amended and Restated Mutual Confidentiality Agreement” as unconscionable—signed fourteen days after sexual assault while Plaintiff was under the influence of prescribed medications and experiencing acute trauma. The October 2025 settlement then extinguished this live unconscionability claim through a second unconscionable agreement,

executed while Plaintiff was institutionalized, homeless, and cognitively impaired. The court cannot permit unconscionability to cure unconscionability.

***D. Concurrent Romance Scam Victimization***

**29.** At the time Plaintiff executed the Settlement Agreement, she was simultaneously being victimized by an active romance scam (**Exhibit PP**) perpetrated by a third party. The scammer, posing as a romantic partner, had induced Plaintiff to believe they were planning to relocate to Germany together. The scammer was simultaneously attempting to steal \$10,000 from Plaintiff.

**30.** Plaintiff's October 6, 2025, email accepting the settlement (**Exhibit B**) terms on the stated basis of "the sake of my new relationship" demonstrates that her decision-making was corrupted by active fraud. This is not a case of buyer's remorse; it is a case of a cognitively impaired, institutionalized individual whose already-diminished capacity was further compromised by simultaneous third-party exploitation.

***E. Concealed Counsel***

**31.** In January 2026, Plaintiff discovered for the first time that Defendants' legal strategy and settlement approach had been directed in part by attorneys whose involvement was never disclosed. Specifically, Varnum LLP attorneys Ronald G. DeWaard and Mark J. Chasteen participated in or directed the litigation strategy against Plaintiff without appearing on any court filing, correspondence, or communication sent to Plaintiff.

**32.** Ronald G. DeWaard is a former Assistant United States Attorney for the Southern District of Florida (1994—2001), former Deputy Chief of the Major Crimes Division (SDFL), former Chair of Varnum LLP (2019—2023), and current leader of Varnum's White Collar Defense and Government Investigations Practice Team. DeWaard served on the Independent Monitor

leadership team overseeing General Motors' compliance with its Deferred Prosecution Agreement following the ignition switch scandal (2015—2018), through which he gained specialized knowledge of how corporations conceal wrongdoing, structure internal investigations to minimize liability, and manage evidence destruction. DeWaard simultaneously serves on the Board of Directors of The Right Place, Inc., Greater Grand Rapids' leading regional economic development organization, which partners with Oceana County—home to Peterson Farms, the county's largest employer. This dual role gives DeWaard a direct institutional and financial interest in Peterson Farms' survival independent of his attorney-client relationship. Varnum colleague Timothy K. Kroninger, who served nine years as in-house counsel at General Motors (1984—1993), also represents the Peterson Defendants, creating a pipeline of forty-plus combined years of corporate concealment expertise now deployed against a pro se trafficking victim. Mark J. Chasteen is a former Chief of the Child Exploitation Unit and former Chief of the White Collar Crime Unit for the United States Attorney's Office, Eastern District of Michigan, with seventeen years of federal prosecution experience and specialized expertise in the psychology of trafficking victims and the exploitation of vulnerable populations.

**33.** The concealment of Chasteen's involvement (**Exhibit H**) is particularly significant. Chasteen joined Varnum LLP in May 2025—the same month that the Kent County Prosecutor declined to pursue criminal sexual conduct charges against Defendant Peterson (GRPD Case No. 24-063052). His professional expertise in child exploitation and victim psychology provided Defendants with specialized knowledge of how trafficking victims think, respond to pressure, and make decisions under duress. This expertise was deployed against a pro se trafficking victim who was institutionalized, disabled, and unrepresented—the exact population Chasteen previously

served as a federal prosecutor. Plaintiff had no way to know this expertise was being used against her.

**33A.** DeWaard’s involvement is not limited to defense counsel concealment. DeWaard simultaneously held a direct economic stake in Peterson Farms’ survival through his position on The Right Place Board of Directors, which oversees regional economic development in Oceana County—Peterson Farms’ home territory. Under 18 U.S.C. § 1591(a)(2), any person who “benefits, financially or by receiving anything of value, from participation in a venture” that has engaged in trafficking “shall be punished.” DeWaard received dual financial benefit: Varnum legal fees from Peterson defense work, and institutional economic development interests in Peterson Farms’ continued operations. An attorney who conceals his involvement from opposing parties, structures settlements to destroy trafficking evidence, holds dual economic interests in the enterprise’s survival, and deploys institutional resources to suppress trafficking claims transcends ordinary defense representation and becomes a participant in the venture’s efforts to evade accountability. Plaintiff did not discover DeWaard’s Right Place Board membership, GM Monitor background, or the Kroninger corporate concealment pipeline until January—February 2026.

**33B.** The scope of concealment extended beyond legal counsel to the corporate financial infrastructure. Michael Joseph Agosta, Chief Financial Officer of Peterson Farms, Inc. since October 2022, is responsible for all corporate financial reporting, regulatory compliance, and executive expense monitoring. Agosta previously served as CFO of the Middle East & Africa region for *Ford Motor Company* from 2014 to 2018, *based in Dubai, United Arab Emirates*—a connection significant because Peterson Farms underwent a leveraged buyout in February 2020 by MIC Capital (now Mubadala Capital), the private equity arm of Abu Dhabi’s Mubadala Investment Company. Prior to Ford, Agosta served as Vice President of Finance at Faraday Future Intelligent

Electric Inc., which is now *the subject of a three-year SEC fraud investigation and parallel DOJ inquiry, with Wells Notices issued in July 2025*. As CFO, Agosta knew or should have known that Defendant Peterson was utilizing corporate resources—including corporate credit cards (Mastercard ending in 0050 and Mastercard ending in 2111) for Airbnb for Work bookings under a pseudonym, luxury gift purchases, and systematic post-encounter monetary payments—for purposes constituting trafficking. The concealment of these financial controls failures from the Court, combined with Peterson Farms’ failure to disclose PFC Holdings LLC and its Gulfstream G150 jet (FAA Registration N285GA) in FRCP 7.1 filings, demonstrates a pattern of corporate concealment that infected the settlement process.

**33C.** The institutional coordination apparatus surrounding the settlement extended *further still*. The Right Place Board of Directors, upon which DeWaard served, *simultaneously* included **Mark Washington, City Manager of the City of Grand Rapids**, *who oversees the Grand Rapids Police Department*. GRPD obstructed Plaintiff’s FOIA request (**Case No. PD-2025-1539**) seeking records pertaining to the investigation of Defendant Peterson, and the FOIA response arrived exactly thirty minutes after a court hearing—a timing coincidence that, in conjunction with Washington’s board membership alongside Peterson’s shadow counsel DeWaard, raises serious questions about institutional coordination between defense strategy and records obstruction. *Washington’s presence on the same board as DeWaard meant that the City Manager overseeing the police department handling Plaintiff’s criminal complaint sat across the table from the shadow counsel directing the defense against Plaintiff’s civil trafficking claims.*

**34.** Under Michigan Rule of Professional Conduct 4.3, which governs Varnum attorneys’ conduct, an attorney dealing with an unrepresented person must not “state or imply that the lawyer

is disinterested” and must make “reasonable efforts to correct” any misunderstanding about the lawyer’s role. The concealment of shadow counsel’s involvement—particularly counsel with victim exploitation expertise—while negotiating against an institutionalized, disabled, pro se plaintiff constitutes fraud, misrepresentation, and misconduct within the meaning of Rule 60(b) (3).

#### ***F. Materialization of Predicted Harms***

**35.** Every specific harm Plaintiff predicted in her September 22, (**Exhibit R**) 2025, warning has materialized. Plaintiff’s pending SSI disability benefits application—which had been initially denied in January 2025 because the Social Security Administration incorrectly believed Aero Swift Legal Consultants was an active profit-generating business, and which Plaintiff was actively preparing to appeal—was permanently sabotaged by the \$25,000 settlement payment, which exceeded SSI asset limits and rendered her ineligible for the benefits she had been pursuing. Plaintiff lost her pathway to supportive housing. The settlement funds were exhausted within weeks, consumed by immediate housing and survival needs—including the purchase of a motorcycle for transportation on October 24, 2025 (which in turn is subject of another lawsuit combatting exploitation of plaintiff’s cognitive impairments- iMotorsports, Inc. of Elmhurst, IL. sold her a motorcycle with a fraudulently mismatched VIN) (**Exhibit M**). Plaintiff is currently without stable housing and financially destitute—precisely the outcome she warned Defendants’ counsel would occur.

**35A.** Post-Settlement Asset Dissipation. On December 9, 2025—just forty-one days after the October 23, 2025 dismissal and thirty days after extracting a \$25,000 release from Plaintiff—Defendant Aaron Peterson executed a warranty deed conveying his personal residence at 16180 Highland Drive, Spring Lake, Michigan 49456, to third-party purchasers for \$3,000,000. Ottawa

County Warranty Deed, Instrument No. 2025-0035098, filed December 10, 2025. Peterson drafted the deed himself—extraordinary for a transaction of this magnitude—and provided no forwarding address, rendering his current physical location officially unknown from public records. The \$3,000,000 property sale, conducted while Plaintiff was destitute from the \$25,000 settlement Peterson’s counsel extracted, demonstrates both the gross inadequacy of the settlement consideration and the defendants’ intent to dissipate assets in anticipation of further litigation. A defendant who can liquidate a \$3,000,000 personal residence within weeks of settlement plainly had the resources to offer reasonable compensation rather than exploiting an institutionalized victim’s desperation. This evidence further supports the unconscionability analysis at paragraphs 54—54A and the request for asset preservation relief.

**36.** On or about one month after executing the Settlement Agreement, (**Exhibit Q**) Plaintiff experienced a psychiatric emergency requiring 911 intervention. The crisis was directly precipitated by the compounding effects of the settlement’s consequences—loss of benefits, loss of housing, financial depletion—combined with the ongoing effects of the underlying trafficking trauma.

### ***G. Settlement Timing and Strategic Context***

**37.** The settlement’s execution on October 9, 2025, and filing of the Stipulation of Dismissal on October 13, 2025, occurred precisely four days before Plaintiff’s response to Defendants’ Motion to Dismiss was due (October 17, 2025). This timing suggests that Defendants sought to prevent Plaintiff from filing a substantive response that might have undermined the Motion to Dismiss.

**38.** Defendants simultaneously filed a motion to seal (**Exhibit OO**) the entire docket (Dkt. #58—59)—not merely specific exhibits or sensitive filings, but every document in the case. This

Court denied the request. The attempt to seal the complete public record, combined with the settlement’s evidence destruction clause, demonstrates a systematic effort to erase all traces of the litigation and its underlying allegations.

**39.** The settlement payment of \$25,000 was wired on October 14, 2025—two days late under the agreement’s three-business-day payment term. Defendants’ own failure to timely perform constitutes an independent breach.

#### **IV. LEGAL ARGUMENT**

##### ***A. Relief Is Warranted Under Rule 60(b)(3): Fraud, Misrepresentation, or Misconduct by Defendants' Counsel***

**40.** Under Rule 60(b)(3), a court may relieve a party from a final judgment obtained through “fraud (whether previously called intrinsic or extrinsic), misrepresentation, or misconduct by an opposing party.” Fed. R. Civ. P. 60(b)(3). In the Seventh Circuit, the movant must demonstrate by clear and convincing evidence: (1) that the adverse party engaged in fraud, misrepresentation, or other misconduct; and (2) that this conduct prevented the movant from fully and fairly presenting her case. *Lonsdorf v. Seefeldt*, 47 F.3d 893, 897 (7th Cir. 1995); *Ty Inc.*

*v. Softbelly's, Inc.*, 353 F.3d 528, 536 (7th Cir. 2003). *The misconduct need not rise to the level of an independently actionable fraud; “any conduct which, though not combative, is so inconsistent with a standard of fair dealing that the opposing party may properly be said to have been prevented from having a trial of his case” suffices.* *Oxford Clothes XX, Inc. v. Expeditors Int'l of Washington, Inc.*, 127 F.3d 574, 578 (7th Cir. 1997).

**41.** Concealment of Shadow Counsel and Beneficiary Interest. Defendants' counsel concealed the involvement of Ronald G. DeWaard (former AUSA for Miami, former Varnum Chair and *current Managing Partner, current Right Place Board member*, GM Independent Monitor) and Mark J. Chasteen (former DOJ Child Exploitation Unit Chief) in the litigation strategy and settlement negotiations directed against Plaintiff. (¶¶31—34.) Neither DeWaard nor Chasteen appeared on any court filing, correspondence, or communication sent to Plaintiff. This concealment was not mere oversight—it was a deliberate litigation strategy to deploy specialized expertise in victim psychology and corporate concealment against an institutionalized, disabled, pro se trafficking victim without her knowledge. The concealment deprived Plaintiff of the ability to assess the sophistication of the forces arrayed against her, to discover DeWaard's dual economic interest in the outcome, and to seek proportional assistance.

**41A.** DeWaard as Venture Beneficiary Directing Settlement. The concealment of DeWaard's involvement takes on an additional dimension when considered alongside his position on The Right Place Board of Directors. DeWaard was not merely concealed defense counsel—*he was a stakeholder with independent economic interests in suppressing Plaintiff's trafficking claims*. Through The Right Place, DeWaard's institutional mission depended on Peterson Farms' continued viability as Oceana County's largest employer. The settlement that DeWaard directed from the shadows—a \$25,000 payment extinguishing seventeen federal claims against an enterprise valued at over \$600 million, coupled with an evidence destruction clause—served both his client's interests and his own institutional interests. When an attorney directs settlement negotiations against a disabled, institutionalized, pro se trafficking victim while simultaneously holding a financial stake in the enterprise accused of trafficking, the resulting settlement is not an arm's-length negotiation—it is a product of fraud upon the court. This conduct independently

satisfies Rule 60(b)(3) and, because it involves an officer of the court acting with dual loyalties concealed from both the opposing party and the Court, constitutes fraud upon the court warranting relief without regard to the one-year limitation period.

**42. Exploitation of Documented Incapacity.** Defendants’ counsel was on notice of Plaintiff’s documented disabilities no later than June 12, 2025, when this Court granted Plaintiff’s ADA accommodations motion. (¶5.) The Maximus clinical assessment of June 4, 2025, documented that Plaintiff had “difficulty making safe decisions” and required 24-hour supervised care. (¶¶14—15.) Armed with this knowledge, Defendants’ counsel issued a 24-hour “exploding offer” to Plaintiff while she was confined to a residential mental health facility, with no independent counsel and no capacity for meaningful deliberation. (¶¶18—21.) This conduct constitutes misconduct within the meaning of Rule 60(b)(3) because it prevented Plaintiff from fully and fairly evaluating the settlement terms—the very conduct the rule is designed to remedy.

**43. Proceeding Despite Written Warning of Harm.** Plaintiff explicitly warned Defendants’ counsel on September 22, 2025, that the \$25,000 settlement would cause her affirmative harm—destruction of her pending SSI application, loss of supportive housing, and net financial destitution. (¶22.) Defendants’ counsel acknowledged this warning and proceeded regardless. (¶23.) Under Michigan Rule of Professional Conduct 4.3, governing Varnum attorneys’ conduct, an attorney dealing with an unrepresented person must not “state or imply that the lawyer is disinterested” and must make “reasonable efforts to correct” any misunderstanding about the lawyer’s role. The concealment of shadow counsel with victim exploitation expertise, while negotiating against an institutionalized pro se plaintiff who had explicitly warned that the agreement would harm her, constitutes misconduct that prevented Plaintiff from fully and fairly presenting her case.

44. Timeliness. This motion is filed within one year of the October 23, 2025 dismissal (Dkt. #61), satisfying the deadline imposed by Rule 60(c)(1) for motions under Rule 60(b)(3). Moreover, Plaintiff did not discover the concealed counsel arrangement until January 2026 (¶31), making this motion timely under any measure.

***B. The Dismissal Is Void Under Rule 60(b)(4) Because the Settlement Contains an Illegal Term***

45. A judgment is void under Rule 60(b)(4) “if the court that rendered it lacked jurisdiction of the subject matter, or of the parties, or if it acted in a manner inconsistent with due process of law.” *United Student Aid Funds, Inc. v. Espinosa*, 559 U.S. 260, 270 (2010). Unlike other Rule 60(b) provisions, a void judgment “gives no scope to the court’s discretion”—“[a] judgment is either void or valid.” *Swaim v. Moltan Co.*, 73 F.3d 711, 717 (7th Cir. 1996). The Supreme Court recently confirmed that Rule 60(b)(4) motions are subject to Rule 60(c)(1)’s “reasonable time” requirement. *Coney Island Auto Parts Unlimited, Inc. v. Burton*, 607 U.S. \_\_\_ (2026). This motion, filed approximately four months after the October 23, 2025 dismissal, is timely under any reasonable-time analysis.

46. The Evidence Destruction Clause Is Illegal. The Settlement Agreement contains a provision requiring Plaintiff to destroy evidence within two days of execution. (¶26.) Compliance with this provision would require Plaintiff to commit a federal crime under 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.” At the time of execution, Plaintiff’s federal trafficking claims were pending before this Court; destruction of evidence related to those claims would constitute obstruction of a pending federal proceeding.

47. A contract that requires a party to perform an illegal act is void *ab initio* as a matter of public policy. *Kaiser Steel Corp. v. Mullins*, 455 U.S. 72, 77 (1982) (“a contract provision is unenforceable if the interest in its enforcement is clearly outweighed . . . by a legislation or judicial policy against the enforcement of such terms”). The Restatement (Second) of Contracts § 178 provides that a promise is unenforceable “if legislation provides that it is unenforceable or the interest in its enforcement is clearly outweighed in the circumstances by a public policy against the enforcement of such terms.” Here, federal criminal law *expressly* prohibits the conduct the Settlement Agreement requires. This is not a close case—the agreement, by its own terms, directed Plaintiff to commit a federal felony punishable by up to twenty years’ imprisonment.

48. Because the Settlement Agreement contains a term that is illegal on its face and cannot be severed without fundamentally altering the agreement’s character (Defendants clearly intended the destruction of evidence as a material condition), the agreement is void *ab initio*, and the dismissal entered in reliance upon it must be vacated. *See Simmons v. Sabine River Auth.*, 732 F.3d 469, 474 (5th Cir. 2013) (judgment resting on void settlement must itself be vacated).

### ***C. Extraordinary Circumstances Warrant Relief Under Rule 60(b)(6)***

49. Rule 60(b)(6) provides relief for “any other reason that justifies relief.” It is a residual clause that “confers broad authority on courts to provide relief from final judgments where the circumstances are sufficiently extraordinary to warrant it.” Liljeberg

*v. Health Services Acquisition Corp.*, 486 U.S. 847, 863—64 (1988). *In the Seventh Circuit*, “[t]he movant must show extraordinary circumstances justifying relief, or that the judgment may work an extreme and undue hardship.” *Eskridge v. Cook Cnty.*, 577 F.3d 806, 809 (7th Cir. 2009) (internal quotation marks omitted). *Relief under subsection (6) is available only when the movant's grounds do not fall within*

*subsections (1) through (5), and the Supreme Court has cautioned that the grounds for relief must be “extraordinary.” Pioneer Inv. Servs. Co. v. Brunswick Assocs. Ltd. P'ship, 507 U.S. 380, 393 (1993).*

**50.** The Confluence of Extraordinary Circumstances. This case presents a confluence of circumstances that, even individually, would be unusual, and collectively constitute precisely the kind of “extraordinary circumstances” that Rule 60(b)(6) was designed to address:

(a) Plaintiff was institutionalized in a state-certified residential mental health facility at the time of settlement execution. (¶¶11—13.)

(b) A comprehensive clinical assessment conducted three months prior documented that Plaintiff had “difficulty making safe decisions,” required 24-hour supervised care, was homeless, and had zero income. (¶¶14—15.)

(c) Plaintiff was simultaneously being victimized by an active romance scam that further corrupted her decision-making capacity, inducing her to accept the settlement on the stated basis of “the sake of my new relationship.” (¶¶29—30.)

(d) Defendants deployed a legal team comprising attorneys from two law firms with concealed shadow counsel possessing specialized expertise in exploiting vulnerable populations—against an unrepresented, institutionalized, disabled individual. (¶¶31—34.)

(e) Plaintiff explicitly warned Defendants' counsel that the settlement would cause her affirmative harm, and every predicted harm materialized: loss of pending SSI application, loss of her pathway to supportive housing, financial destitution, and psychiatric emergency. (¶¶22, 35—36.)

(f) The settlement extinguished seventeen live federal and state claims, including trafficking, RICO, civil rights, and an existing unconscionability claim, for a sum of \$25,000 against defendants with combined estimated net worth exceeding \$200 million. (¶¶6, 27.)

(g) The concealed shadow counsel directing the settlement—Ronald G. DeWaard—simultaneously held a dual economic interest in the outcome through his position on The Right Place Board of Directors, which oversees economic development in Peterson Farms' home county. DeWaard was not merely defense counsel but a venture beneficiary under 18 U.S.C. § 1591(a)(2), receiving both legal fees and institutional benefit from suppressing Plaintiff's trafficking claims. This beneficiary interest, concealed from both Plaintiff and the Court, infected the entire settlement process. The concealment extended to the corporate financial infrastructure through CFO Michael Agosta (¶33B) and institutional coordination with City Manager Mark Washington, whose police department obstructed Plaintiff's records requests while he served alongside shadow counsel DeWaard on the same board. (¶¶32, 33A—33C, 41A.)

**51.** The Seventh Circuit has recognized that a combination of factors may constitute extraordinary circumstances even where no single factor alone would suffice. *See C.K.S. Eng'rs, Inc. v. White Mountain Gypsum Co.*, 726 F.2d 1202, 1207 (7th Cir. 1984). Here, the combination of institutionalization, documented cognitive impairment, concurrent third-party fraud, concealed adversarial expertise, concealed beneficiary interest in the outcome by shadow counsel, explicit warnings ignored, and catastrophic materialization of predicted harms creates a situation that “is not combatable by any of the five preceding clauses of Rule 60(b).”

***D. The Settlement Is Unconscionable Under Federal and Illinois Law***

**52.** Both procedural and substantive unconscionability are present here. Under Illinois law, which governs the Settlement Agreement, unconscionability is evaluated at the time of contract formation and considers “all the circumstances surrounding the transaction.” Kinkel

v. Cingular Wireless LLC, 857 N.E.2d 250, 264 (Ill. 2006).

**53.** Procedural Unconscionability. Procedural unconscionability is overwhelming. Plaintiff was institutionalized in a mental health facility. Plaintiff had documented cognitive impairment. Plaintiff was unrepresented. Plaintiff faced a 24-hour deadline. Plaintiff was negotiating against two sophisticated law firms with concealed shadow counsel possessing victim exploitation expertise. The disparity in bargaining power could not be more extreme.

**54.** Substantive Unconscionability. The terms are equally unconscionable. Plaintiff surrendered seventeen federal and state claims—including federal trafficking claims with potential liability exposure of millions of dollars—for \$25,000. Plaintiff was required to destroy evidence. Plaintiff accepted lifetime confidentiality restrictions. And the settlement left Plaintiff worse off than before, as she explicitly warned Defendants’ counsel would happen.

**54A.** Financial Scale of the Enterprise Demonstrates Gross Inadequacy of Settlement. The \$25,000 settlement must be measured against the actual financial scale of the Peterson enterprise. Peterson Farms, Inc. reported revenue of \$364.8 million in 2024. In December 2025—approximately two months after extracting the \$25,000 settlement from Plaintiff while she was institutionalized—Peterson Brands, LLC executed the acquisition of Country Pure Foods, a leading U.S. producer of portioned and multi-serve juices with manufacturing facilities in Akron, Ohio; Howey-In-The-Hills, Florida; Ellington, Connecticut; and DeLand, Florida. The acquisition was announced by Defendant Aaron Peterson himself, who stated: “We are excited to welcome

Country Pure Foods into Peterson Brands.” Peterson Farms’ own website identifies seven operating entities within the “Peterson Farms Family of Companies”: Peterson Farms, Inc.; Peterson Farms Fresh, LLC; Fresh Innovations California, LLC; Lakewood Organic, LLC; Peterson Brands, LLC; Oceana County Freezer Storage; and JVC Enterprises, LLC. Varnum LLP—the same firm whose litigation partners (Brion B. Doyle and Neil E. Youngdahl) negotiated Plaintiff’s \$25,000 settlement—**simultaneously served as Peterson Brands’ corporate transactional counsel on the Country Pure Foods acquisition.** The enterprise that Varnum helped settle trafficking claims for \$25,000 was, at the same moment, *executing multi-state corporate acquisitions through the same law firm.* The \$25,000 payment represents approximately 0.007% of Peterson Farms’ annual revenue—confirming that the settlement was not a good-faith resolution but an exercise in extracting a release for the minimum amount Defendants believed a disabled, institutionalized victim would accept. The disparity is further underscored by Defendant Aaron Peterson’s \$3,000,000 property sale executed just forty-one days post-dismissal (¶35A), demonstrating that the defendant personally had liquid-asset capacity 120 times the settlement amount at the very moment he extracted a release from an institutionalized trafficking victim.

**55. The Two-Layer Unconscionability Problem.** The October 2025 settlement compounded unconscionability upon unconscionability. The March 2024 NDA—challenged as unconscionable in Count XIII of the Amended Complaint—was signed fourteen days after sexual assault while Plaintiff was under medication and experiencing acute trauma. The October 2025 settlement then extinguished that unconscionability claim through a *second* unconscionable agreement. This Court cannot permit unconscionability to cure unconscionability.

**55A.** Contemporaneous Documentation of First-Layer Unconscionability. The circumstances surrounding the March 2024 NDA are not merely alleged—they are documented in contemporaneous text messages between Plaintiff and Defendant Peterson. (Exhibit E.) On April 12, 2024—less than four weeks after the NDA was signed—Plaintiff confronted Defendant Peterson in writing: “You basically fucking raped me the last time you saw me. I did not give you permission last time we had sex to enter me. You just force yourself onto me before I even was ready.” (Exhibit E.) In the same exchange, Plaintiff explicitly raised her capacity limitations: “I can’t truly give consent in the state of Michigan having autism you took advantage of me, and on more than one occasion.” (Exhibit E.) On May 3, 2024, Defendant Peterson confirmed the NDA’s existence: “We are done Karissa. I will continue to follow the terms of our NDA and our side agreement for the Airbnb in Fox Lake.” (Exhibit E.) The reference to a “side agreement for the Airbnb in Fox Lake” further demonstrates the housing control element underlying the trafficking allegations. Defendant Peterson’s response to Plaintiff’s assault allegations was not remorse but retaliation—he accused Plaintiff of “extortion” and threatened legal action against the victim. This DARVO response (Deny, Attack, Reverse Victim and Offender) is a recognized pattern in trafficking and abuse cases. The contemporaneous documentation proves that the first NDA was signed in the immediate aftermath of sexual assault, by a person with documented capacity limitations, under circumstances that any sophisticated party would recognize as unconscionable.

**55B.** Clinical Documentation of Capacity Limitations Known to Defendant. More than seven weeks before the March 2024 NDA was signed, Plaintiff disclosed to Defendant Peterson in writing that she had “underwent serious medical and psychological testing while at Oregon State Hospital” and that a clinician “placed my emotional age as between 12-14.” (Exhibit K.) Plaintiff explicitly stated: “my emotional IQ basically is the equivalent of mental retardation, in the

emotional form.” (Exhibit K.) Plaintiff further disclosed her autism diagnosis, her ADHD, and that she “was forced to work as a sex worker to make ends meet and get by, something I never had to do before, and something I completely hated, coerced into.” (Exhibit K.) Plaintiff warned Defendant Peterson that she “cannot endure a transactional relationship based on financial exchange alone.” (Exhibit K.) Armed with this clinical knowledge of Plaintiff’s documented incapacity and coerced circumstances, Defendant Peterson nevertheless continued the trafficking relationship and subsequently enforced the March 2024 NDA against a person he knew to have the emotional capacity of a 12-14 year old child. This knowledge, combined with the contemporaneous iPhone messages documenting sexual assault (Exhibit E), establishes that Defendant Peterson knowingly exploited a person with documented cognitive vulnerabilities—the precise conduct the TVPA was enacted to prevent.

**56.** Under both federal common law and Illinois precedent, courts may refuse to enforce unconscionable settlement agreements. *See Razor v. Hyatt Int’l Corp.*, 681 N.E.2d 726, 732 (Ill. App. 1997) (unconscionability is determined at the time of contract formation, considering the totality of circumstances).

***E. The Settlement Violates TVPA Public Policy by Extinguishing Federal Trafficking Rights***

**57.** The Supreme Court has long recognized that waivers of certain federal statutory rights are unenforceable as a matter of public policy when the statute was enacted to protect a class of persons from exploitation. In *Brooklyn Savings Bank v. O’Neil*, 324 U.S. 697, 707 (1945), the Court held that FLSA rights could not be waived because the Act was enacted “to protect certain groups of the population from substandard wages and excessive hours” and because allowing waiver “would nullify the purposes of the Act.” *See also Alexander v. Gardner-Denver Co.*, 415

U.S. 36, 51 (1974) (Title VII rights are not subject to prospective waiver because they serve a “broader role” beyond individual relief).

**58.** The TVPA was enacted with analogous protective purposes. Congress found that “existing legislation and law enforcement in the United States and other countries are inadequate to deter trafficking and bring traffickers to justice, failing to reflect the gravity of the offenses involved.” 22 U.S.C. § 7101(b)(14). Section 1595 was specifically added to ensure that trafficking victims have a civil remedy to pursue justice when criminal prosecutions are unavailing. The legislative history makes clear that Congress intended § 1595 to serve not only individual victims but the broader public interest in combating trafficking.

**59.** The public policy analysis is governed by the framework set forth in *Town of Newton v. Rumery*, 480 U.S. 386, 392 (1987), which requires courts to assess whether the “policies underlying [the federal statute] may in some circumstances render [a] waiver unenforceable.” Under *Rumery*, the totality of circumstances governs. Here, those circumstances include: a trafficking victim’s waiver of all trafficking claims; execution under conditions of institutionalization and documented cognitive impairment; consideration of \$25,000 against claims with potential value orders of magnitude greater; and a settlement that leaves the victim worse off than before execution. Under any application of the *Rumery* totality analysis, the waiver is unenforceable.

**60.** Moreover, permitting this settlement to stand would create perverse incentives directly contrary to the TVPA’s purposes. ***Traffickers and their corporate allies would be incentivized to exploit the very vulnerability that trafficking creates—mental health crises, financial dependence, social isolation—to extract cheap releases that foreclose meaningful accountability.*** The TVPA’s protective framework would be reduced to a paper right, available in

theory but systematically extinguishable through the same coercive dynamics the statute was enacted to combat.

***F. Plaintiff Lacked Capacity to Execute the Settlement Agreement***

**61.** Under Illinois law, a party lacks capacity to contract when she is “unable to understand the nature and consequences of the transaction in question.” *Heights v. Roberts*, 76 Ill. 2d 288, 296 (1979). The modern view, adopted in the Restatement (Second) of Contracts § 15, recognizes that a person may lack capacity even without a total inability to understand, where “by reason of mental illness or defect . . . [she] is unable to act in a reasonable manner in relation to the transaction and the other party has reason to know of [her] condition.” Restatement (Second) of Contracts § 15(1) (b) (1981). This cognitive prong focuses not merely on understanding but on the ability to *act reasonably* in light of one’s understanding—a critical distinction in cases involving documented mental health conditions that impair judgment without destroying comprehension.

**62.** The Maximus Assessment. The June 4, 2025, Maximus comprehensive clinical assessment is dispositive on the question of capacity. The assessment documented that Plaintiff: (a) had “difficulty making safe decisions”; (b) required 24-hour supervised care; (c) was homeless; (d) had zero income; and (e) met criteria for admission to a State-operated mental health facility. (¶¶14—15.) This assessment was conducted just three months before the settlement negotiations began. No intervening assessment documented any improvement in Plaintiff’s decision-making capacity.

**63.** Defendants Had Reason to Know. The “reason to know” prong of Restatement § 15(1) (b) is satisfied here. Defendants’ counsel was present for the June 12, 2025 hearing at which this Court granted Plaintiff’s ADA accommodations motion. (¶5.) Defendants’ counsel received Plaintiff’s September 22, 2025 warning that the settlement would harm her—a communication

that itself demonstrated impaired decision-making capacity. (¶22.) And Defendants' concealed shadow counsel, Mark Chasteen, possessed seventeen years of professional expertise in the psychology of trafficking victims and the exploitation of vulnerable populations (¶¶32—33)—expertise that would have made Plaintiff's incapacity obvious to anyone with Chasteen's background.

**64.** The Romance Scam as Corroborating Evidence. Plaintiff's concurrent victimization by a romance scam (**Exhibit PP**) provides powerful corroborating evidence of her impaired capacity at the time of settlement execution. (¶¶29—30.) Plaintiff's stated reason for accepting the settlement—"the sake of my new relationship"—was itself the product of active third-party fraud. This is not a case where the movant's regret or changed circumstances provide a convenient post hoc justification; it is a case where the movant's decision-making at the time of execution was demonstrably corrupted by factors that Defendants either knew of or should have known of given the clinical documentation in the record.

### ***G. Relief Requested***

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

- (a) Setting aside the Settlement Agreement and Restated Mutual Confidentiality Agreement executed on October 9, 2025, as void, unconscionable, and the product of fraud, misrepresentation, and misconduct;
- (b) Vacating the Stipulation of Dismissal entered on October 23, 2025 (Dkt. #61);
- (c) Reinstating this action to the Court's active docket, with all seventeen counts of the First Amended Complaint (Dkt. #39) restored to their pre-dismissal posture;

(d) Granting Plaintiff leave to file a Second Amended Complaint adding additional defendants and causes of action, pursuant to Federal Rule of Civil Procedure 15(a) (2), which provides that “[t]he court should freely give leave when justice so requires”;

(e) Declaring the evidence destruction clause of the Settlement Agreement void as a matter of law and in violation of 18 U.S.C. § 1519;

(f) Ordering Defendants to preserve all evidence related to this action, including any evidence that may have been destroyed pursuant to the Settlement Agreement's illegal destruction clause;

(g) Ordering that the \$25,000 settlement payment previously disbursed to Plaintiff shall be offset against any future damages award in this action upon reinstatement, with Defendants receiving a dollar-for-dollar credit against Plaintiff's recovery;

(h) Appointing a Guardian Ad Litem to protect Plaintiff's interests in any future settlement negotiations or proceedings requiring Plaintiff's consent, given the documented history of exploitation and Plaintiff's clinically assessed decision-making vulnerabilities;

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

#### **IV-B. MEET AND CONFER STATEMENT**

**65A.** Pursuant to Northern District of Illinois Local Rule 7.1 and Judge Ellis's Standing Order regarding motion practice, Plaintiff states that pre-filing consultation with Defendants' counsel was not conducted for this motion. Three independent grounds justify this departure from ordinary practice:

**(a) Substantive impossibility.** This motion accuses Defendants' counsel of fraud, misrepresentation, and misconduct in procuring the very settlement this motion seeks to vacate. Requesting concurrence would require opposing counsel to agree that their own conduct was wrongful—a legal and practical impossibility that no court's meet-and-confer requirement contemplates.

**(b) Risk of irreparable harm from advance notice.** This motion is filed in conjunction with an emergency Motion for Temporary Restraining Order seeking to enjoin enforcement of the Settlement Agreement's evidence destruction clause. Providing advance notice to Defendants' counsel would enable the precise harms the emergency filing seeks to prevent, including acceleration of evidence destruction under the Settlement Agreement's two-day destruction provision, preemptive motions to enforce the settlement or transfer venue before this Court can rule, and activation of institutional coordination mechanisms documented in the motion (¶¶33A—33C, 41A). Federal Rule of Civil Procedure 65(b) expressly authorizes relief without notice when “immediate and irreparable injury will result before the adverse party can be heard.”

**(c) CM/ECF notification constitutes contemporaneous service.** All counsel of record will receive automatic electronic notification of this filing via CM/ECF at the moment of docketing, satisfying the notice requirements of LR 5.5(b). Defendants' counsel will have full opportunity to respond through the Court's briefing schedule.

## V. CONCLUSION

**66.** The Settlement Agreement at issue in this motion was not the product of arms-length negotiation between parties of comparable sophistication and resources. It was the product of a coordinated effort by sophisticated counsel—including concealed shadow counsel who simultaneously held a dual economic interest in the outcome through his position on the board of the regional economic development organization overseeing Peterson Farms’ home county, and counsel possessing specialized expertise in victim psychology and corporate concealment derived from forty-plus combined years at General Motors—to extract a release from an institutionalized, disabled, unrepresented trafficking victim who explicitly warned them that the agreement would harm her.

**67.** Every harm Plaintiff predicted has materialized. She lost her her pending SSI application—the \$25,000 payment exceeded asset limits, permanently sabotaging the benefits she had been actively pursuing. She lost her pathway to supportive housing. She was rendered financially destitute. She suffered a psychiatric emergency directly precipitated by the settlement’s consequences. The \$25,000 payment—against claims with potential value orders of magnitude greater, against defendants with \$364.8 million in annual revenue and combined estimated net worth exceeding \$200 million (¶54A)—did not compensate Plaintiff. It destroyed her.

**68.** The legal grounds for relief are clear and compelling. The settlement was procured through fraud, misrepresentation, and misconduct within the meaning of Rule 60(b)(3)—including the concealment of shadow counsel who held a dual economic interest as a venture beneficiary under 18 U.S.C. § 1591(a)(2), constituting fraud upon the court by an officer of the court. The settlement is void under Rule 60(b)(4) because it requires Plaintiff to commit a federal crime. The confluence of circumstances—institutionalization, documented incapacity, concurrent third-party

fraud, concealed adversarial expertise, concealed beneficiary interest, and catastrophic materialization of predicted harms—constitutes the extraordinary circumstances warranting relief under Rule 60(b)(6). The settlement is unconscionable under both federal and Illinois law. And permitting trafficking defendants to extinguish TVPA claims through such means would eviscerate the protective framework Congress enacted.

**69.** The public interest also favors relief. Trafficking is a serious federal crime that Congress has prioritized for civil remedy precisely because criminal prosecutions are often inadequate. Allowing sophisticated corporate defendants to exploit the very vulnerabilities that trafficking creates—to purchase releases from institutionalized victims for pennies on the dollar—would undermine the TVPA’s core purpose and create perverse incentives for future exploitation.

**70.** For all the foregoing reasons, Plaintiff respectfully requests that this Court grant her Motion to Set Aside the Settlement Agreement and to Vacate the Dismissal entered on October 23, 2025, and grant such other and further relief as this Court deems just and equitable.

Respectfully submitted,



---

Rebekah Katherine Brewis  
*Plaintiff, Pro Se*  
680 N. Lake Shore Drive, Suite 110-1901  
Chicago, Illinois 60611  
Telephone: (872) 222-7490  
Email: [owner@aeroswift.org](mailto:owner@aeroswift.org)

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

*Plaintiff, Pro Se*

***Counsel for Defendants:***

Brion B. Doyle

Neil E. Youngdahl

VARNUM LLP

333 Bridge Street NW, Suite 1700

Grand Rapids, Michigan 49504

[bbdoyle@varnumlaw.com](mailto:bbdoyle@varnumlaw.com)

[neyoungdahl@varnumlaw.com](mailto:neyoungdahl@varnumlaw.com)

Michael J. Grant

John H. Andreasen

TABET DIVITO & ROTHSTEIN, LLC

209 South LaSalle Street, 7th Floor

Chicago, Illinois 60604

[mgrant@tdrlawfirm.com](mailto:mgrant@tdrlawfirm.com)

[jandreasen@tdrlawfirm.com](mailto:jandreasen@tdrlawfirm.com)