

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

Raymond E. Butler II,

Plaintiff,

vs.

Eli Jackfinn Eddi, et al.

Defendants.

Case No.: 1:25-cv-04443

Hon. Georgia N. Alexakis

**NON-PARTY CIBC BANK USA’S RENEWED MOTION FOR SANCTIONS
AND FEES ASSOCIATED WITH MOTION TO ENFORCE PROTECTIVE ORDER**

Non-Party CIBC Bank USA brings this Renewed Motion for Sanctions and Fees (“Renewed Motion”) pursuant to Federal Rules of Civil Procedure 71 and 26(c) and respectfully requests that the Court award CIBC Bank USA its reasonable attorney’s fees and costs arising from enforcement of the Court’s protective order (ECF Nos. 101, 113, and 163, the “Protective Order”) prohibiting Plaintiff Raymond E. Butler II (“Plaintiff”) from directly contacting or communicating with “any witness in the instant case, *unless* that contact or communication is through his attorney, Racine Miller.” On July 21, 2025, Plaintiff violated the Protective Order by directly contacting CIBC Bank USA’s General Counsel, Julie O’Connor, via text message. ECF 179, PageID 399. CIBC Bank USA subsequently filed its Motion to Enforce Protective Order (the “Motion”). ECF No. 179. On August 27, 2025, the Court granted the Motion and denied without prejudice CIBC Bank USA’s request for fees associated with the Motion, noting that CIBC Bank USA could renew that request at a later time. ECF Nos. 208, and 218 at 114:11-25, 139:9-16. That time has now come. As the Court is considering defendants’ sanctions motions, it is both

appropriate and efficient for the Court to consider CIBC Bank USA's renewed request concurrently.

Accordingly, CIBC Bank USA now renews its request for fees associated with the Motion.

FACTS¹

I. After filing this Action, Plaintiff Repeatedly Harassed CIBC Bank USA and Ignored Cease and Desist Demands.

On August 6, 2024, Plaintiff filed a 72-page complaint in the U.S. District Court for the Western District of Michigan, commencing this action against 31 defendants alleging a RICO conspiracy regarding the administration of a trust. ECF No. 1. Plaintiff does not name CIBC Bank USA as a defendant but identifies CIBC Bank USA as a "non-party affiliated entity" in his amended complaint. ECF No. 66, PageID 553.

Shortly thereafter, Plaintiff began to harass CIBC Bank USA and its employees in September 2024 as follows:

- Plaintiff called the same CIBC Bank USA employee thirteen times within two days and demanded that accounts be frozen (See ECF 179, PageID 385);
- Plaintiff's counsel asserted in a letter to CIBC Bank USA that Plaintiff is the beneficiary of multiple CIBC-affiliated trusts, and subsequently ignored CIBC Bank USA's response that it does not administer or manage the trusts and disregarded CIBC Bank USA's cease-and-desist demand (*Id.*);
- Plaintiff repeatedly emailed over twenty CIBC Bank USA employees, including the President and CEO, and demanded unspecified trust agreements and

¹ These facts are largely set forth in Non-Party CIBC Bank USA's August 4, 2025 Motion to Enforce Protective Order and Memorandum in Support, ECF No. 179, and its August 14, 2025 Reply in Support of Motion to Enforce Protective Order, ECF No. 198.

amendments, and an accounting of all assets and accounts under management (*Id.* at PageID 386);

A few months later, Plaintiff visited a CIBC Bank USA branch in Milwaukee with an unidentified companion and requested from a CIBC Bank USA banker information regarding bank accounts with which he is not associated. (*Id.*) In a subsequent conversation with that employee, Plaintiff mentioned “kicking in a door” to get someone to listen to his demands, a comment Plaintiff later admitted to making under oath. *See* ECF 112 at 28:15-29:3 (“I did indeed say it...”)²

The next day, CIBC Bank USA notified Plaintiff’s counsel of that disturbing encounter and again instructed her that Plaintiff should cease and desist from further direct communications with CIBC Bank USA and its employees and that any further communication should be directed to outside counsel. ECF No. 179 at PageID 386 (citing ECF No. 88-1).

Two days later, Plaintiff emailed numerous CIBC Bank USA employees and members of the CIBC Board of Directors making what the U.S. District Court would later describe as “inappropriate” and “threatening” remarks, which Plaintiff also admitted making. ECF No. 179 at PageID 387 (citing ECF No. 112). These included comments such as, “so must come more grief before peace can be obtained” and “I intend to dismantle this Empire of Death.” *Id.* (citing ECF No. 88-3).

II. The Court Enters a Protective Order Prohibiting Plaintiff from Directly Communicating with Witnesses.

On January 6, 2025, four days after Plaintiff threatened to bring “more grief before peace,” Defendants Chaim Rajchenbach and Menachem Shabat—who were also being harassed by Plaintiff—filed a motion for a protective order based on “erratic and violent” threats made by

² Plaintiff was cross-examined under oath by U.S. District Court Judge Paul L. Maloney on March 27, 2025. ECF 112.

Plaintiff, including those made in Plaintiff's correspondence to CIBC Bank USA. *Id.* (citing ECF No. 88).

Three days later, in apparent retaliation, Plaintiff filed grievance complaints with the Illinois ARDC regarding CIBC Bank USA's General Counsel and CIBC Bank USA's outside counsel, which the ARDC determined in less than a week warranted no action.

On January 13, 2025, in response to the motion for protective order, Plaintiff's counsel argued that Plaintiff "retains every right conduct his own informal discovery and investigation regarding the assets taken from him, even if motion practice is stayed." *Id.* (citing ECF 92, PageID 1058). Plaintiff argued he was "entitled to communicate" with CIBC Bank USA because he "alleges CIBC is a corporate trustee" and argued that, despite the stay, he was not estopped from conducting "witness interviews." *Id.* (citing ECF No. 92 at PageID 1057, 1065)

On January 23, 2025, Plaintiff again emailed CIBC Bank USA's General Counsel and other employees, this time regarding a subpoena issued in a Illinois state court lawsuit Plaintiff commenced in 2022 to which CIBC Bank USA provided a no-records response in May 2023.³

Just a few days later, Plaintiff's counsel made a bizarre demand for \$1,000,000 to resolve the "ongoing dispute with CIBC" and proposed that CIBC "pay One Million Dollars (\$1,000,000.00) as a retainer to Holland & Knight." ECF No. 179 Page ID 388 (citing 1/27/25 Letter, ECF 179, PageID 416). Plaintiff's counsel proposed that Plaintiff would "withdraw all complaints filed against CIBC" if "trust documents . . . related to the matters at issue" were produced and further proposed that Holland & Knight "provide dual legal representation for both CIBC (as an intervenor in the above-referenced litigation) and Raymond E. Butler, II...." *Id.*

³ *Raymond Butler & Hannah Finn v. Ilanna Eddi & Ely Eddi*, No. 22 CH 675 (Ill. Cir. Ct. Jan. 26, 2022) (the "State Court Case").

On February 12, 2025, the U.S. District Court for the Western District of Michigan entered the Protective Order prohibiting Plaintiff from directly contacting witnesses in light of his “inappropriate” and “threatening” communications:

The court hereby orders that Plaintiff Butler must not contact, communicate with, or attempt to contact or communicate with, Defendant Chaim Rajchenbach, Defendant Menachem Shabat, or any witness in the instant case *unless* that contact or communication is through his attorney, Racine Miller.

Id. (citing ECF No. 101, PageID 1111, underlined emphasis added).

On March 27, 2025, after Plaintiff objected to that order (ECF No. 105), the Court held an in-person hearing at which Plaintiff testified in response to questions from the Court and counsel and admitted using the phrases “kick in a door” and “dismantle an empire of death” in correspondence to CIBC Bank USA. ECF No. 112, PageID 1207-08.

On April 4, 2025, the Court denied Plaintiff’s objection to the Protective Order and kept the order in effect (with a modification that permitted Plaintiff to contact law enforcement and family members). ECF No. 113, PageID 1237. The Court reasoned that “Plaintiff acted inappropriately” and there was “a clear justification here for a protective order: Plaintiff was harassing litigants and potential witnesses.” *Id.* (emphasis added) As the Court noted, “Plaintiff testified to his actions in front of this court, and his assertions that he was neither threatening nor harassing are not credible.” *Id.* (emphasis added).

On June 9, 2025, this Court modified the Protective Order “to permit plaintiff’s [Illinois] counsel Katherine London to make communications that plaintiff’s [Michigan] counsel Racine Miller is permitted to make” and ruled that “[o]therwise, the protective order remains unmodified and in effect.” ECF No. 163 (emphasis added). Any motion to modify the Protective Order was due by June 23, 2025. No such motion was filed.

Plaintiff's counsel then filed numerous subpoenas in the Illinois State Court Case directed to CIBC entities.

On June 13, 2025, CIBC Bank USA responded to a subpoena issued by Plaintiff's counsel, Katherine London, in the State Court Case advising that it had no responsive documents and that "records do not indicate that Mr. Butler previously or currently has any interest, either directly or indirectly, in any account" at CIBC Bank USA. ECF No. 179 PageID 389 (citing 6/13/25 Letter, ECF 179, PageID 419). That June 13 response letter enclosed a March 14 letter to Plaintiff's prior counsel documenting Plaintiff's agreement to pay costs regarding that subpoena—which have not yet been paid—and asserting objections.

On June 20, 2025, Plaintiff's counsel, Ms. London, filed a motion to compel a response to an unserved subpoena she had directed to Canadian Imperial Bank of Commerce (CIBC), a Canadian corporation headquartered in Toronto. That motion required CIBC to file a motion to quash in the State Court Case, which was granted on July 3, 2025. (ECF 179 at PageID 389-90; 7/3/25 Order, ECF 179 at PageID 438-39).

III. This Court Determined at an Evidentiary Hearing that Plaintiff Violated the Protective Order by Directly Contacting CIBC Bank USA.

On July 21, 2025, Plaintiff violated the Protective Order by sending a text message to CIBC Bank USA's General Counsel, Julie O'Conner. *Id.* at PageID 390 (citing Text Messages, PageID 399). CIBC Bank USA's outside counsel notified Plaintiff's counsel that same day that Plaintiff violated the Protective Order and asked for confirmation that Plaintiff will comply with the Protective Order and refrain from further direct contact with CIBC Bank USA going forward. *Id.* at PageID 390 (citing 7/21/25 Email, PageID 441).

Rather than confirm that their client would comply with the Protective Order, Ms. London and Ms. Miller responded the following day with the frivolous assertion that the Protective Order

does not apply to CIBC Bank USA because “CIBC is not a named defendant or witness in either action at this time.” (7/22/25 Letter, ECF 179 at PageID 443). In that same letter, Ms. London and Ms. Miller demanded documents from CIBC within 3 days and threatened “complaints to the FTC, CFTC, SEC, and the Illinois Department of Financial and Professional Regulation” if their unreasonable and legally unsupported demand was not met. (*Id.*)

On July 29, 2025, in response to a threat to file a “Federal complaint,” counsel for CIBC Bank USA reminded Ms. London of counsel’s offer to accept service of six unserved subpoenas to CIBC affiliates that Ms. London filed in the State Court Case. (7/29/25 Emails, ECF 179, PageID 446-47). CIBC Bank USA’s counsel also reminded Ms. London that Plaintiff does not own any accounts at CIBC Bank USA, and asked her to provide the legal and factual basis for her client’s demand for documents. *Id.* Ms. London responded, “It’s obvious you don’t understand this case. We will file our complaint.” *Id.*

In a good-faith effort to confer and resolve the dispute without court action, CIBC Bank USA’s counsel called Ms. London on July 29, 2025 and spoke to her about these issues. CIBC Bank USA’s counsel reminded Ms. London of her client’s violation of the Protective Order on July 21 and reminded her that she had not provided any assurance that her client would comply with the Protective Order going forward. In response, Ms. London again asserted that CIBC Bank USA was not a party to this case, appearing to maintain the frivolous position that the Protective Order only applies to parties, despite its express reference to witnesses. CIBC Bank USA’s counsel again reminded Ms. London that the Protective Order applies to witnesses, not just parties, and that CIBC Bank USA is clearly a witness. When asked for further clarification on her position regarding the Protective Order, Ms. London stated that her client revoked her “privilege” of

speaking on his behalf. After ending that phone call, Ms. London then sent an email stating, “My client has directed us to move forward with the complaint.” (*Id.*).

In accordance with the Court’s Case Procedures, undersigned counsel attempted to confer with Plaintiff’s counsel by telephone regarding a proposed briefing schedule on the Motion to Enforce Protective Order on August 4, 2025 by calling and leaving a voicemail. Plaintiff’s counsel, Ms. London, returned the call with Plaintiff on the line. Plaintiff and Ms. London agreed a briefing schedule of 14 days for a response and 7 days for a reply. During that conversation, Plaintiff warned that he would be filing a “qui tam suit and bringing it to the Hill,” threatened a “Rule 11 motion,” and asserted that CIBC Bank USA was not protected by the Protective Order because it was not a party to this case.

Plaintiff then filed a Motion to Strike CIBC Bank USA’s Motion, which the Court construed to be Plaintiff’s response to the Motion (ECF No. 188), claiming that CIBC Bank USA “is not a party to this case” and “has not been designated a protected witness.” ECF No. 186.

On August 27, 2025, the Court conducted an evidentiary hearing and granted CIBC Bank USA’s Motion to Enforce the Protective Order and denied Plaintiff’s motion to vacate the Protective Order. ECF No. 208. The Court required in-person attendance at that hearing but Plaintiff and his counsel attended remotely. With respect to the CIBC Bank USA’s Motion, the Court determined that the Protective Order “clearly applies” to CIBC Bank USA as CIBC Bank USA “is clearly a witness in this case” and Plaintiff’s “objection ... that the bank is not a witness ... makes no sense.” ECF No. 218 at 111:10-15. The Court further found that Plaintiff did in fact contact a CIBC Bank USA employee in violation of the Protective Order. ECF No. 218 at 118:14-119:4. The Court concluded by granting CIBC Bank USA’s motion to enforce the protective order (ECF No. 218 at 114:11-12) and denying CIBC Bank USA’s request for fees, but noting that the

denial is not “with any prejudice to a renewal for such a request at a later date.” ECF No. 218 at 114:22-5. In accordance with the Court’s ruling, CIBC Bank USA renews its request for fees.

CIBC Bank USA brings this motion in accordance with the Court’s ruling authorizing a renewed request for sanctions and in the interest of efficiency while the Court is considering defendants’ sanctions motions.

LEGAL STANDARD

“When an order grants relief for a nonparty or may be enforced against a nonparty, the procedure for enforcing the order is the same as for a party.” Fed. R. Civ. P. 71. “[A]ny person from whom discovery is sought may move for a protective order in the court where the action is pending[.]” Fed. R. Civ. P. 26(c)(1). “The court may, for good cause, issue an order to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense....” *Id.*

Sanctions “are properly imposed for two reasons: to compel compliance with the court order and to compensate the complainant for losses caused by contemptuous actions.” *Tranzact Techs., Inc. v. ISource Worldsite*, 406 F.3d 851, 855 (7th Cir. 2005). Rule 26 directs that “Rule 37(a)(5) applies to the award of expenses.” Fed. R. Civ. P. 26(c)(3). Rule 37 states that where a motion is granted, “the court must ... require the party or deponent whose conduct necessitated the motion ... to pay the movant’s reasonable expenses incurred in making the motion, including attorney’s fees.” Fed. R. Civ. P. 37(a)(5)(A).

ARGUMENT

I. The Court has Authority to Sanction Plaintiff for Violating the Protective Order.

This Court has inherent authority to sanction Plaintiff for his violation of the Protective Order. *Goodyear Tire & Rubber Co. v. Haeger*, 581 U.S. 101, 108 (2017). Violations of court orders constitute “bad faith” conduct for which the Court may impose sanctions. *Fuery v. City of Chicago*, 900 F.3d 450, 463-64 (7th Cir. 2018) (upholding sanction of judgment for defendants

issued under inherent authority where the offending party's conduct, including improper communications, undermined the integrity of the judicial process). Thus, Plaintiff's violation of the order alone is sufficient grounds for sanctions. But the willfulness of Plaintiff's violation, and Plaintiff's counsel's complicity in it, is demonstrated by Plaintiff's baseless claim that CIBC Bank USA was not protected by the order because it was not a witness—a claim which this Court has already determined “makes no sense.” ECF 218 at 111:10-13.

Sanctions are particularly appropriate in instances of harassing or threatening witnesses, which are the circumstances here. *See, e.g., Michael v. Boutwell*, 138 F. Supp. 3d 761, 785 (N.D. Miss. 2015) (awarding attorney's fees and expenses for inappropriate, threatening communications with witnesses); *see also Riley v. City of New York*, No. 10-cv-2513, 2015 U.S. Dist. LEXIS 16025, 2015 WL 541346, at *7 (E.D.N.Y. Feb. 10, 2015) (“[C]ourts in this district and others have sanctioned witness tampering pursuant to a court's inherent power.”) (collecting cases). Not only was Plaintiff's text message to CIBC Bank USA's General Counsel a violation of the Protective Order (ECF No. 218 at 118:24-119:1), but it was a continuation of a long history of contact that this Court has determined—after careful consideration of evidence and an evidentiary hearing at which Plaintiff testified extensively—to be “inappropriate” and “threatening” harassment.⁴ Plaintiff's threatening communications are sufficient grounds for sanctions. *Boutwell*, 138 F. Supp. 3d at 785.

The appropriateness of sanctions here is highlighted by the bad-faith assertions made by Plaintiff in defiance of this Court's Protective Order. Plaintiff's assertion that CIBC Bank USA

⁴ The U.S. District Court for the Western District of Michigan, after conducting an evidentiary hearing and examining Plaintiff, concluded that Plaintiff's conduct was threatening. ECF No. 113, PageID 1234 (noting Plaintiff's “over the top” and “threatening” rhetoric and that “Plaintiff's testimony leaves no room for this court to come to a different conclusion.”).

was not protected by the Protective Order because “CIBC is not a named defendant or witness in either action” was a frivolous assertion made in an effort to evade this Court’s order. *See* ECF 218 at 111:10-13. Indeed, this Court determined that this assertion “makes no sense.” This bad-faith conduct is an additional basis for sanctions. *See Judson-Atkinson Candies, Inc. v. Latini-Hohberger Dhimantec*, 529 F.3d 371, 386-87 (7th Cir. 2008) (affirming district court’s imposition of sanctions where counsel acted in bad faith by violating discovery rules).

A. The Court Should Award CIBC Bank USA Attorney’s Fees.

CIBC Bank USA, a non-party, incurred substantial legal fees as a result of Plaintiff’s harassment and improper conduct, including his numerous threatening communications, frivolous assertions, and improper subpoenas, which have required numerous cease-and-desist demands, correspondence with Plaintiff’s counsel, responses to improperly served or frivolous subpoenas in the State Court Case, a motions to quash and a response to a motion to compel in the State Court Case, the entry of the Protective Order in this case, and the motion to enforce that Protective Order.

The Court has already determined that Plaintiff violated the Protective Order. Awarding CIBC Bank USA its reasonable attorneys’ fees resulting from Plaintiff’s misconduct is an appropriate sanction under the Court’s inherent authority. *Goodyear Tire & Rubber Co. v. Haeger*, 581 U.S. 101, 108 (2017) (stating that ordering an offending party to pay the wronged party’s fees arising from the bad faith conduct is a proper use of the Court’s inherent authority); *see also Chambers v. NASCO, Inc.*, 501 U.S. 32, 45-46, 111 S. Ct. 2123, 2133 (1991). (“[A] court may assess attorney’s fees when a party has acted in bad faith, vexatiously, wantonly, or for oppressive reasons.”) (citations and internal quotations omitted). Therefore, the Court should award CIBC Bank USA its reasonable attorney’s fees incurred in connection with its motion to enforce the Protective Order and this motion. As CIBC’s motion to enforce the Protective Order was granted (ECF Nos. 208, and 218), an award of fees is also appropriate under Rules 26(c)(1) and 37(a)(5).

“If the motion is granted . . . the court must, after giving an opportunity to be heard, require the party or deponent whose conduct necessitated the motion, the party or attorney advising that conduct, or both to pay the movant’s reasonable expenses incurred in making the motion, including attorney's fees.” Fed. R. Civ. P. 37(a)(5).

B. The Court Should Bar Plaintiff from Filing Papers in this Action Until the Fee Sanction is Paid.

As noted in motions filed by defendant Ilana Eddi (ECF No. 268) and defendants Chaim Rajchenbach and Menachem Shabat (ECF No. 272), an order prohibiting Plaintiff from filing further papers with the Court is appropriate until monetary sanctions are paid. Such orders are appropriate when a party violates court orders, as Plaintiff has done here. *See Jean v. Dugan*, 29 F. Supp. 2d 939, 940, 942 (N.D. Ind. 1998) (imposing filing bar after plaintiff’s counsel failed to supply discovery as ordered and engaged in lengthy history of “delay, distraction, personal attacks, obfuscation, and obstinance.”); *see also Carr v. Tillery*, 591 F.3d 909, 920 (7th Cir. 2010) (orders barring vexatious litigants from filing new papers without court approval “are standard remedies for misconduct in litigation”); *Support Sys. Int’l, Inc. v. Mack*, 45 F.3d 185, 186-87 (7th Cir. 1995) (barring a vexatious pro se litigant from filing new papers in the federal courts of the Seventh Circuit for a period of two years); *Miller v. United States*, 868 F.2d 236, 241-42 (7th Cir. 1989) (upholding a district court's order requiring a vexatious litigant to obtain prior leave of court before filing new papers); *Lysiak v. C.I.R.*, 816 F.2d 311, 313 (7th Cir. 1987) (“A court faced with a litigant engaged in a pattern of frivolous litigation has the authority to implement a remedy that may include restrictions on that litigant's access to the court.”). In *Jean*, the court concluded that plaintiff and his counsel’s primary objective was to “sue to win” but to “harass their opponents”. Such is the case here with respect to Mr. Butler.

Plaintiff has engaged in a years-long campaign of harassment of parties and non-parties, including, in particular, CIBC Bank USA. His conduct has already been determined to be “inappropriate” and “threatening” by a United States District Judge after extensive testimony. (ECF No. 113, PageID 1233-34). A Protective Order was appropriately entered to protect CIBC Bank USA from Plaintiff’s harassment and inappropriate communications. This Court then determined that Plaintiff directly contacted CIBC Bank USA, resolving that factual issue “in the bank’s favor.” (ECF 218 at 118:14-119:4). The Court further determined that Plaintiff’s contention that CIBC Bank USA was not protected by the Protective Order “makes no sense.” ECF No. 218 at 111:10-15. Given the long history of inappropriate conduct by Plaintiff and the significant cost non-party CIBC Bank USA has incurred as a result of that misconduct, sanctions are warranted to give force to the Court’s orders, deter further violations, and conserve judicial resources.

CONCLUSION

Plaintiff’s long pattern of harassment and inappropriate communications have already been adjudged to be “inappropriate” and “threatening.” The Protective Order was this Court’s directive to cease such conduct. Plaintiff ignored that order. The Court has already granted CIBC Bank USA’s motion to enforce the protective order, and determined that Plaintiff violated it by contacting CIBC Bank USA directly. The Court should enter appropriate sanctions against Plaintiff, including an order requiring (a) payment of CIBC Bank USA’s reasonable attorneys’ fees related to the Motion and (b) a prohibition on further filings by Plaintiff or discovery directed to CIBC Bank USA until such sanctions are paid.

Date: September 15, 2026

Respectfully Submitted,

By: /s/ Kevin Connor

Attorneys for CIBC Bank USA

John F. Rhoades (jrhoades@dykema.com)

Kevin Connor (kconnor@dykema.com)

DYKEMA GOSSETT PLLC

10 S. Wacker Drive, Suite 2300

Chicago, Illinois 60606

Ph: (312) 876-1700

Fax: (312) 876-1155

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