

**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 MOTION TO ENFORCE  
PROTECTIVE ORDER AND MEMORANDUM IN SUPPORT**

Non-Party CIBC Bank USA brings this motion pursuant to Federal Rules of Civil Procedure 71 and 26(c) to enforce 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 (Plaintiff’s Text Messages to Julie O’Connor, **Ex. A**). The Court should issue sanctions against Plaintiff to enforce its order and deter further violations.

**FACTS**

**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.

In September 2024, Plaintiff began to harass CIBC Bank USA and its parent bank, Canadian Imperial Bank of Commerce (“CIBC”), a Canadian corporation headquartered in Toronto, by repeatedly calling and emailing their employees and Board of Directors members. On September 9, 2024, Plaintiff made five calls to a CIBC Bank USA employee and demanded that accounts be frozen. (Log of Plaintiff’s Calls to Sara Marszalek, **Ex. B**). The next day, he called the same CIBC Bank USA employee *eight* times, and continued to call her repeatedly in the subsequent days. *Id.*

On September 11, 2024, while Plaintiff was making those calls, Plaintiff’s counsel, Racine Miller, sent a letter to CIBC Bank USA asserting Plaintiff “is the beneficiary of multiple CIBC-affiliated trusts, including but not limited to: GPN Family Trust, Doros Generation Trust, Jack Finn Irrevocable Trust, etc.” and requested documents for those trusts. ECF No. 88-8.

On September 13, 2024, CIBC Bank USA’s counsel responded, advised Ms. Miller of Plaintiff’s harassing, direct communications to CIBC Bank USA, requested that Plaintiff refrain from such communications, and requested that any further correspondence be sent to outside counsel for CIBC Bank USA. ECF No. 88-5. Plaintiff’s counsel was further notified that (a) Plaintiff is not associated with any accounts at CIBC Bank USA, (b) that CIBC Bank USA was not aware of any authority Plaintiff has to receive any of the information he and his counsel were repeatedly requesting, and (c) that CIBC Bank USA does not administer or manage the trusts referred to in Plaintiff’s counsel’s correspondence. ECF No. 88-5.

Hours later that same day, in complete disregard of the cease-and-desist demand, Plaintiff sent an email to about 20 CIBC Bank USA employees, including CIBC Bank USA’s President

and CEO, attaching a letter addressed to the “CIBC Board of Directors,” in which Plaintiff demanded documents and claimed to be a beneficiary of “trusts and assets.” (9/13/24 Email, **Ex. C**).

Just days later, Plaintiff again emailed CIBC Bank USA’s General Counsel and President and CEO demanding unspecified “Trust Agreements and Amendments” and “a current accounting of all assets and accounts under management.” (9/16/24 Email, **Ex. D**). The day after that, Plaintiff again emailed CIBC Bank USA’s General Counsel, Assistant General Counsel, and President and CEO. (9/17/25 Email, **Ex. E**).

In response to these repeated, harassing communications, CIBC Bank USA’s counsel again requested via email to Plaintiff’s counsel that Plaintiff cease and desist from further direct correspondence with CIBC and CIBC Bank USA employees. (9/19/24 Letter, **Ex. F**).

On December 30, 2024, Plaintiff visited a CIBC Bank USA branch in Milwaukee with an unidentified companion and requested from a CIBC Bank USA banker there information regarding bank accounts with which he is not associated. 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...”)¹

On December 31, 2024, CIBC Bank USA notified Plaintiff’s counsel, Ms. Miller, 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. 88-1.

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¹ Plaintiff was cross-examined under oath by U.S. District Court Judge Paul L. Maloney on March 27, 2025. ECF 112.

On January 2, 2025, 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 112). These included “so must come more grief before peace can be obtained” and “I intend to dismantle this Empire of Death.” 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 Plaintiff, including those made in Plaintiff’s correspondence to CIBC Bank USA. ECF No. 88.

On January 9, 2025, 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. In less than a week, the ARDC determined the complaints 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.” ECF 92, PageID 1058. He argued he was “entitled to communicate” with CIBC because he “alleges CIBC is a corporate trustee” and argued that, despite the stay, he was not estopped from conducting “witness interviews.” (*Id.* 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.<sup>2</sup>

On January 27, 2025, Plaintiff’s counsel made a bizarre demand for \$1,000,000 to resolve the “ongoing dispute with CIBC” and also proposed that CIBC “pay One Million Dollars (\$1,000,000.00) as a retainer to Holland & Knight.” (1/27/25 Letter, **Ex. G**). 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.*

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.

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.1207-1208.

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<sup>2</sup> *Raymond Butler & Hannah Finn v. Ilanna Eddi & Ely Eddi*, No. 22 CH 675 (Ill. Cir. Ct. Jan. 26, 2022) (the “State Court Case”).

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 new counsel, Ms. 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. (6/13/25 Letter, **Ex. H**). 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. Plaintiff's counsel has made no further requests regarding the subpoena to CIBC Bank USA.

On June 20, 2025, Plaintiff's counsel, Ms. London, filed a motion to compel a response to an unserved subpoena she had directed to CIBC, a Canadian corporation headquartered in Toronto.

That frivolous motion required CIBC to file a motion to quash in the State Court Case, which was granted on July 3, 2025. (7/3/25 Order, **Ex. I**).

### **III. 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. (Text Messages, Ex. A). 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. (7/21/25 Email, **Ex. J**).

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, **Ex. K**). 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 his offer to accept service of six unserved subpoenas to CIBC affiliates that Ms. London filed in the State Court Case. (7/29/25 Emails, **Ex. L**). 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 this motion 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.

### **LEGAL STANDARDS**

“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. The purpose of Rule 71 is “to insure that all court orders are fully enforceable in favor of and against all persons who are properly affected by a judgment, whether or not they are formally parties to the suit.” *13 Moore’s Federal Practice* at § 71.02.

“[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.*

“Courts have inherent authority to enforce their orders...” *Mac Naughton v. Harmelech*, 932 F.3d 558, 566 (7th Cir. 2019). “The whole system would collapse if parties could always disregard orders they disagree with.” *Id.* (citing *In re Mann*, 311 F.3d 788, 789 (7th Cir. 2002) (“Half of all litigants (the losing half) may believe that the decision is incorrect, but it is essential to the operation of any legal system that unsuccessful litigants abide by the judgment unless they can persuade a higher court to set it aside.”). The court’s power to enforce its orders by civil contempt “rests in its inherent limited authority to enforce compliance with court orders and ensure judicial proceedings are conducted in an orderly manner.” *Pearle Vision, Inc. v. Romm*, 541 F.3d 751, 757 (7th Cir. 2008). 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).

## ARGUMENT

### **I. Plaintiff Violated the Protective Order by Directly Contacting CIBC Bank USA.**

This Court’s Protective Order clearly prohibits Plaintiff from directly contacting or communicating with witnesses in this case:

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.

ECF No. 101, PageID.1111 (underlined emphasis added). CIBC Bank USA is clearly a witness protected by this order. Indeed, CIBC Bank USA is the most prominent and obvious witness in

this case, and the Protective Order was specifically designed to protect it in particular as it was necessitated, in large part, as a result of Plaintiff's direct, threatening communications to CIBC Bank USA. The motion requesting the Protective Order this Court granted refers to "CIBC" 29 times and details Plaintiff's many interactions and communications with CIBC Bank USA. ECF No. 88. Those communications include Plaintiff's January 2, 2025 email, sent to numerous CIBC Bank USA employees, titled "CIBC Bank USA Conspiracy," which references an "empire of Death" and threatens that "collateral damage... may occur" (ECF 88-3), Plaintiff's visit to a CIBC Bank USA branch location with an unidentified companion, and Plaintiff's remarks about "kicking in a door." ECF No. 112, PageID.1207-1208.

When United States District Court Judge Paul L. Maloney directly examined Plaintiff on March 27, 2025, the Court focused that examination on Plaintiff's communications to CIBC Bank USA specifically. *Id.* In response, Plaintiff admitted under oath to using the phrases "kick down a door" and "empire of death" in his correspondence with CIBC Bank USA. *Id.* Plaintiff also admitted he stated in his letter to CIBC directors and officers, "So must come more grief before peace can be obtained. I do not relish the outcome of such disruption or the collateral damage that may occur, but I will not be deterred from claiming what is rightfully mine." *Id.* at PageID.1222. After that examination under oath, and after considering the briefs and evidence before the Court, Judge Maloney concluded that Plaintiff's communications were "inappropriate" and that his "assertions that he was neither threatening nor harassing are not credible." ECF No. 113, PageID.1237. Thus, clearly the Protective Order was entered to prevent further harassment and threats directed to defendants *and* witnesses like CIBC Bank USA. Indeed, the Court specifically reasoned that "[t]here is also a clear justification here for a protective order: Plaintiff was harassing litigants and potential witnesses." ECF No. 113.

Further, Plaintiff's own allegations, statements, and conduct remove any doubt that CIBC Bank USA is a witness in this case. Plaintiff refers to CIBC in his complaint as a "non-party affiliated entity" (ECF No. 66, PageID 553), Plaintiff has made repeated demands for information from CIBC Bank USA and CIBC, and Plaintiff's counsel has filed numerous subpoenas directed to CIBC Bank USA and its affiliates in the related State Court Case. *See Dexia Credit Local v. Rogan*, 231 F.R.D. 538, 541 (noting that a non-party respondent to a subpoena for records is a "witness."). The Advisory Committee Notes on Federal Rule 45, to which the *Dexia Credit* opinion cites, confirm that subpoenaed entities are witnesses:

The non-party witness is subject to the same scope of discovery under this rule as that person would be as a party to whom a request is addressed pursuant to Rule 34.

Advisory Committee Notes, 1991 Amendments to Fed. R. Civ. P. 45. Plaintiff's subpoenas directed to CIBC Bank USA and its affiliates and Plaintiff's demands for information from CIBC Bank USA and its affiliates—including the unreasonable demand received on July 22 to produce documents by July 25—underscore that CIBC Bank USA is a witness protected by the Protective Order. Plaintiff cannot have it both ways, arguing that he is "entitled" to communicate with CIBC Bank USA in "witness interviews" for purposes of "informal discovery" he asserted he had a right to conduct because of his allegations regarding CIBC (ECF 92, PageID 1057, 1064-65), but, on the other hand, not a witness protected by the Protective Order. Plaintiff's counsel's refusal to provide any assurance that their client will abide by this Court's Protective Order and baseless assertion in their July 22 letter that CIBC Bank USA is not a "named defendant or witness" in this case (7/22/25 Letter, Ex. K) warrants sanctions.

## **II. The Court Has Inherent Authority to Enforce the Protective Order with Sanctions.**

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 counsel’s July 22 letter (Ex. K), which—rather than provide assurances that Plaintiff will comply with the Protective Order going forward—asserts that CIBC Bank USA is not protected by the order because it is not a “named defendant or witness” in this case. That baseless assertion is contradicted by the detailed record of communications involving CIBC Bank USA and Plaintiff’s own identification of CIBC Bank USA as a witness at Paragraph 43 of his amended complaint. ECF No. 66.

Further, sanctions are particularly appropriate in instances of harassing or threatening witnesses. *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). Plaintiff’s text message to CIBC Bank USA’s General Counsel on July 21, 2025 is not only a violation of the Protective Order, but is a continuation of a long history of contact that this Court has already determined—after careful consideration and an evidentiary hearing—to be “inappropriate” and “threatening” harassment.<sup>3</sup> Plaintiff’s threatening communications are sufficient grounds for sanctions.

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<sup>3</sup> 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,

*Boutwell*, 138 F. Supp. 3d at 785. But now, the situation is worse. Plaintiff has not only resumed that inappropriate conduct, but he has done so in clear violation of the Protective Order, which is an independent basis for sanctions. *Fuery*, 900 F.3d at 463-64.

Finally, sanctions are appropriate due to the frivolous and bad-faith assertions made by Plaintiff's counsel in defiance of this Court's Protective Order. Plaintiff's counsel's assertion that CIBC Bank USA is not protected by the Protective Order because "CIBC is not a named defendant or witness in either action" is a bad-faith assertion made in an effort to support and encourage their client's violation of this Court's order. This is an additional basis for sanctions here. *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).

CIBC Bank USA, a non-party, has incurred over \$75,000 in legal fees over the last 10 months as a result of Plaintiff's harassment and improper conduct, including his numerous threatening communications, frivolous assertions, and improper subpoenas, which have required multiple cease-and-desist demands, coordination with law enforcement, repeated correspondence with Plaintiff's counsel, subpoena responses, a motion to quash in the State Court Case, the entry of the Protective Order in this case, and now, this motion to enforce that Protective Order.

Plaintiff's counsel has refused to comply with cease-and-desist demands and now refuses to comply with the Protective Order. Awarding CIBC Bank USA its reasonable attorneys' fees resulting from Plaintiff's misconduct is an appropriate sanction. *Goodyear Tire & Rubber Co. v. Haeger*, 581 U.S. 101, 108 (2017) (stating that ordering an offending party to pay the wronged

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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.").

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).

### CONCLUSION

The Court has already determined, after examining Plaintiff under oath, that his conduct has been “inappropriate” and “threatening” and that the Protective Order was appropriate to protect CIBC Bank USA and other witnesses. In light of Plaintiff’s violation of the Protective Order, the Court should enter appropriate sanctions, including an order requiring Plaintiff to pay CIBC Bank USA’s reasonable attorney’s fees, including those related to his motion and those arising from Plaintiff’s inappropriate conduct.

Date: August 4, 2025

Respectfully Submitted,

By: /s/ John F. Rhoades

Attorneys for CIBC Bank USA

John F. Rhoades ([jrhoades@dykema.com](mailto:jrhoades@dykema.com))

Kevin Connor ([kconnor@dykema.com](mailto:kconnor@dykema.com))

DYKEMA GOSSETT PLLC

10 S. Wacker Drive, Suite 2300

Chicago, Illinois 60606

Ph: (312) 876-1700

Fax: (312) 876-1155

# **EXHIBIT A**

Mon, Jan 6 at 10:21 AM

I know what you did. The Fed's and regulators do to now.

Mon, Feb 10 at 2:27 PM

I'm sending you a subpoena today. Send the documents back expeditiously, (like tomorrow) and we can proceed from here on out business as usual. I won't continue to make it personal.

Mon, Jul 21 at 7:26 AM

<https://youtu.be/8ml5ybNvXho?feature=shared>

The sender is not in your contact list.

[Report Junk](#)

# **EXHIBIT B**



# EXHIBIT C

## Rhoades, John

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**From:** Raymond Butler <RButler@cannabestinc.com>  
**Sent:** Tuesday, September 17, 2024 6:13 PM  
**To:** Lawal, Kikelomo  
**Subject:** Fwd: Immediate Attention Requested  
**Attachments:** 1000005635-id-eb0d4772-0c77-4e31-8653-832f35e9556d.jpeg; CIBC Letter to Board.pdf

Please see below email. There has been no communication from CIBC US directly regarding this matter.

## Raymond Butler CannaBest Industries Inc

Chief Executive Officer



(773)-997-0328

Lansing, Michigan

<http://CannaBestInc.com>

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**From:** Raymond Butler <RButler@cannabestinc.com>  
**Sent:** Friday, September 13, 2024 7:42:36 PM  
**To:** Barry.Zubrow@cibc.com <Barry.Zubrow@cibc.com>; Martine.turcotte@cibc.com <Martine.turcotte@cibc.com>; Mark.Podlasly@cibc.com <Mark.Podlasly@cibc.com>; William.Morneau@cibc.com <William.Morneau@cibc.com>; Mary.Maher@cibc.com <Mary.Maher@cibc.com>; Christine.larsen@cibc.com <Christine.larsen@cibc.com>; Victor.Dodig@cibc.com <Victor.Dodig@cibc.com>; Michelle.Collins@cibc.com <Michelle.Collins@cibc.com>; Nancy.caldwell@cibc.com <Nancy.caldwell@cibc.com>; Charles.Brindamour@cibc.com <Charles.Brindamour@cibc.com>; Ammar.Aljoundi@cibc.com <Ammar.Aljoundi@cibc.com>; Katharine.stevenson@cibc.com <Katharine.stevenson@cibc.com>; Nicholas.lepan@cibc.com <Nicholas.lepan@cibc.com>; Kevin.kelly@cibc.com <Kevin.kelly@cibc.com>; Gordon.Giffin@cibc.com <Gordon.Giffin@cibc.com>; Lara.druyan@cibc.com <Lara.druyan@cibc.com>; Peter.Borish@cibc.com <Peter.Borish@cibc.com>; Shawn.beber@cibc.com <Shawn.beber@cibc.com>  
**Subject:** Immediate Attention Requested

Dear CIBC Board members,

I am writing to respectfully request your help with an ongoing issue involving trusts and assets I am a beneficiary of, which are held or managed by CIBC. Despite my efforts to resolve this matter through various communications with CIBC representatives, there remain several unresolved concerns that I sincerely believe need your attention. I have attached a

letter with more details about the situation, and I would greatly appreciate it if you could review it and reply to me. Thank you for your time and prompt attention to this situation.

Best,

**Raymond Butler**  
**CannaBest Industries Inc**

Chief Executive Officer



(773)-997-0328

Lansing, Michigan

<http://CannaBestInc.com>

# **EXHIBIT D**

**Rhoades, John**

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**From:** Raymond Butler <RButler@cannabestinc.com>  
**Sent:** Monday, September 16, 2024 9:08 AM  
**To:** O'Connor, Julie  
**Cc:** Beber, Shawn  
**Subject:** Direct Communication

Julie,

As I understand it, you are to be my direct line of communications with CIBC USA regarding this matter of my family Trusts.

I need you to send forthwith and expeditiously all current Trust Agreements and Amendments directly to me at this email address.

I require a current accounting of all assets and accounts under management including cash accounts on hand to be sent to the same.

I expect an update as to the status of the trustees listed on my accounts.

I appreciate your due diligence on this matter and look forward to hearing from you as soon as possible, as time is very much of the essence at this moment.

With regards,

**Raymond Butler**  
**CannaBest Industries Inc**

Chief Executive Officer



(773)-997-0328  
Lansing, Michigan  
<http://CannaBestInc.com>

# **EXHIBIT E**

**Rhoades, John**

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**From:** Raymond Butler <RButler@cannabestinc.com>  
**Sent:** Tuesday, September 17, 2024 12:39 PM  
**To:** O'Connor, Julie; Beber, Shawn; Barney, Lauren  
**Cc:** Simao, Philipe  
**Subject:** Requesting Update

Julie,

I still have not received any communications from anyone at CIBC USA in any way. Please send an email back at least so I can understand what is going on.

Thank you,

**Raymond Butler**  
**CannaBest Industries Inc**

Chief Executive Officer



(773)-997-0328  
Lansing, Michigan  
<http://CannaBestInc.com>

# EXHIBIT F



**Dykema Gossett PLLC**

400 Renaissance Center  
Detroit, MI 48243

WWW.DYKEMA.COM

Tel: (313) 568-6800

Fax: (313) 568-6893

**John F. Rhoades**

Direct Dial: (313) 568-6628

Direct Fax: (855) 256-1458

Email: JRhoades@dykema.com

September 19, 2024

**Via Email**

Racine Michelle Miller  
The Michigan Law Firm PC  
135 N Old Woodward Ave., Ste. 270  
Birmingham, MI 48009  
[racine@themichiganlawfirm.com](mailto:racine@themichiganlawfirm.com)

**Re: Second Cease and Desist Demand // Raymond E. Butler II**

Dear Ms. Miller:

As discussed yesterday, your client, Raymond E. Butler II, has violated our cease-and-desist demands made to you on September 12 (via phone) and September 13 (via letter) by continuing to directly contact and harass CIBC employees in numerous emails sent between September 13 and 18. We again demand that all such correspondence cease immediately and that any further communication regarding this matter be directed to Dykema. This demand is made on behalf of CIBC and CIBC Bank USA (collectively, "CIBC").

Please confirm Mr. Butler will comply with this demand. If we do not receive that confirmation from you and if direct communications from Mr. Butler to CIBC continue, we will be required to take legal action to stop it and to seek all damages, costs, fees, and sanctions as may be appropriate.

As we advised you in our September 13 letter, your client is not associated with any accounts at CIBC. Further, CIBC does not administer or manage the trusts referred to in your September 11 and September 18 letters and you have provided no documents or information whatsoever supporting your assertion in your September 18 letter that he is a "beneficiary to the aforementioned trusts." In short, as previously advised, your client is not entitled to the information you and he have requested. If you have any documents supporting assertions to the contrary, please provide them to me.

A summary of some of the harassing correspondence sent by your client is provided here:

On September 9, your client called a CIBC banker, demanded that accounts be frozen, and made aggressive and threatening remarks. He has called CIBC employees numerous times, including calling one employee 17 times since September 9, with seven of those calls being made on the morning of September 10 alone.



Racine Miller  
September 19, 2024  
Page 2

On September 12, I called your office and I asked to speak with you but was connected to your non-attorney business manager, Josh Freedman. I asked Mr. Freedman to have you give me a call, told him to deliver the message that the harassing communications from your client to CIBC must stop, and advised that all further correspondence regarding this matter should be directed to Dykema. I did not receive a return call from you.

On September 13 at 11:11 a.m., we emailed you a letter instructing you and your client to cease and desist from further harassing correspondence to CIBC and advising that any future communications regarding this matter should be directed to me. That did not happen.

On September 13 at 7:45 p.m., in violation of that cease-and-desist demand—which you confirmed during our phone call yesterday that you shared with your client—Mr. Butler emailed 18 CIBC employees, addressing his email and a letter to the “CIBC Board of Directors.” In that correspondence, Mr. Butler stated that his “counsel” received a call from me. As you know, you and I had not spoken at that point. This implies that Mr. Freedman of your office, who is not an attorney, is engaging in the practice of law or has led Mr. Butler to believe that he is authorized to do so in violation of MCL 600.916(1).<sup>1</sup>

On September 16, your client emailed CIBC General Counsel and other employees regarding unidentified “Trust Agreements and Amendments” and what he referred to as “my accounts”—falsely suggesting that he has accounts at CIBC.

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<sup>1</sup> MCL 600.916(1) provides as follows:

A person shall not practice law or engage in the law business, shall not in any manner whatsoever lead others to believe that he or she is authorized to practice law or to engage in the law business, and shall not in any manner whatsoever represent or designate himself or herself as an attorney and counselor, attorney at law, or lawyer, unless the person is regularly licensed and authorized to practice law in this state. A person who violates this section is guilty of contempt of the supreme court and of the circuit court of the county in which the violation occurred, and upon conviction is punishable as provided by law. This section does not apply to a person who is duly licensed and authorized to practice law in another state while temporarily in this state and engaged in a particular matter.

In addition to your client’s statement that his “counsel received a call” on September 13, we note that (a) Mr. Freedman drafted and typed your name on a September 11, 2024 letter that he emailed to 19 CIBC employees and (b) your legal assistant, Nick, who answered two of my phone calls to your office yesterday suggested that I speak with Mr. Freedman instead of you about this matter.



Racine Miller  
September 19, 2024  
Page 3

On September 17, your client again emailed CIBC General Counsel and other CIBC employees.

Yesterday, after three calls to your office, I finally received a return phone call from you. I again advised you in that call that your client was continuing to improperly harass CIBC and again requested an immediate cessation of all such direct communications to CIBC. I asked you to confirm that your client will refrain from further correspondence with CIBC regarding this matter, and followed that request with an email. You confirmed during our phone call that you would speak with your client early yesterday afternoon.

After we spoke and after the time you indicated you would be speaking with your client, your client continued to directly contact CIBC employees and emailed a CIBC employee and the CIBC CEO and President.

You indicated on the phone and confirmed via letter yesterday that you have not instructed your client to stop communicating with CIBC directly. During our phone call yesterday, you requested a response to your client's September 13 letter, confirming your knowledge of and complicity in his continued direct correspondence to CIBC in violation of our cease-and-desist demands.

Rather than serve a subpoena or engage in lawful or appropriate discovery with regard to the lawsuit you filed in the Western District of Michigan, or the pending action in Cook County, Illinois to which your client is a party, you have condoned your client's numerous, direct, harassing communications with CIBC employees in violation of our cease-and-desist demands.

As such, and given the inaccuracies and material misrepresentations in your and Mr. Butler's correspondence, we draw your attention to the following Michigan Rules of Professional Conduct:

Rule 4.1. Truthfulness in Statements to Others.

In the course of representing a client, a lawyer shall not knowingly make a false statement of material fact or law to a third person.

Rule 4.2. Communication With a Person Represented by Counsel.

(a) In representing a client, a lawyer shall not communicate about the subject of the representation with a person whom the lawyer knows to be represented in the matter by another lawyer, unless the lawyer has the consent of the other lawyer or is authorized by law to do so.

\*\*\*

Rule 8.4. Misconduct.

It is professional misconduct for a lawyer to:



Racine Miller  
September 19, 2024  
Page 4

(a) violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;

(b) engage in conduct involving dishonesty, fraud, deceit, misrepresentation, or violation of the criminal law, where such conduct reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer;

Your unsupported assertion yesterday that Mr. Butler is entitled to information he has requested from CIBC "under fiduciary law and other applicable authority" is false.

We draw your attention to Illinois Banking Act, which governs CIBC banking operations and banking charter as well as CIBC's deposit account agreements, and provides in part as follows:

(c) Except as otherwise provided by this Act, a bank may not disclose to any person, except to the customer or his duly authorized agent, any financial records or financial information obtained from financial records relating to that customer of that bank unless:

(1) the customer has authorized disclosure to the person;

(2) the financial records are disclosed in response to a lawful subpoena, summons, warrant, citation to discover assets, or court order which meets the requirements of subsection (d) of this Section; or

(3) the bank is attempting to collect an obligation owed to the bank and the bank complies with the provisions of Section 21 of the Consumer Fraud and Deceptive Business Practices Act.

\*\*\*

(f) Any person who knowingly and willfully induces or attempts to induce any officer or employee of a bank to disclose financial records in violation of this Section is guilty of a business offense and, upon conviction, shall be fined not more than \$1,000.

Your client is not a customer of CIBC and no "lawful subpoena, summons, warrant, citation to discover assets, or court order" has been provided.

In addition to the above-referenced rules of professional conduct and banking laws, your client's repeated and continuing harassment of CIBC employees is unconsented contact that serves no legitimate purpose, which may give rise to civil claims and criminal penalties. MCL 750.411h; MCL 600.2954.

You appear to be condoning, if not aiding and abetting, fraudulent misrepresentations, violations of financial privacy laws, and continuing harassment of CIBC employees.

We again note that defendants named in the lawsuit referenced in your September 11, 2024 letter, Western District of Michigan, Case No. 24-cv-00134 have moved for a stay, dismissal and sanctions under Fed. R. Civ. P. 11 and 28 USC §1927, asserting that the claims you have



Racine Miller  
September 19, 2024  
Page 5

asserted on behalf of Mr. Butler there are vexatious and frivolous, and we note that the court has recently determined that you filed that lawsuit in an improper venue.

We request your written confirmation today that you will comply with this cease-and-desist demand, that your client's harassing communications to CIBC will stop immediately, and that you and your client will comply with applicable legal authority, including the rules and statutes cited herein. As previously requested, all further correspondence regarding this matter should be directed to Dykema as outside counsel for CIBC. We will continue to take all necessary action to protect our client and its employees.

If you wish to discuss this matter further, I welcome your call.

Regards,

**Dykema Gossett PLLC**

A handwritten signature in blue ink, appearing to read "John F. Rhoades".

John F. Rhoades

# **EXHIBIT G**



CIBC  
c/o John Rhodes, Esq.

SENT BY U.S. MAIL & EMAIL  
[jrhoades@dykema.com](mailto:jrhoades@dykema.com)

January 27, 2025

**Re: Raymond E. Butler, II v Eli Jackfinn Eddi, et. al.**  
**2:24-cv-00134-PLM-MV/W.D. Mich.**

To Whom It May Concern:

Pursuant to Federal Rule of Evidence 408, this letter constitutes an offer of compromise aimed at resolving the ongoing dispute with CIBC. In the interest of an amicable resolution, we propose the following terms for a global settlement with CIBC:

**1. Global Settlement & Civil Liability Waiver**

- CIBC shall remit payment in the amount of One Million Dollars (\$1,000,000.00) to The Michigan Law Firm, PC on behalf of Raymond E. Butler, II.
- In exchange, Raymond E. Butler, II will execute a full release and waiver of all civil liability for CIBC and its employees related to the matters in question.

**2. Production of Trust Documents and Accounting**

- CIBC shall produce all relevant trust documents, financial records, and full accounting materials related to the matters at issue.
- Upon receipt and verification of the aforementioned documents, Raymond E. Butler, II will withdraw all complaints filed against CIBC.

**3. Retainer Agreement for Dual Representation**

- CIBC shall pay One Million Dollars (\$1,000,000.00) as a retainer to Holland & Knight.
- Holland & Knight shall provide dual legal representation for both CIBC (as an intervenor in the above-referenced litigation) and Raymond E. Butler, II, subject to a mutual conflict waiver.
- Holland & Knight shall actively support The Michigan Law Firm, PC in litigation in the above-referenced litigation.

This proposal is made in good faith to resolve all disputes efficiently. Please respond in writing by the end of the day, Wednesday, January 29, 2025 to confirm acceptance or to discuss any potential modifications. Acceptance of this offer shall not be construed as an admission of liability by either party.

Please contact our office with any questions or if you would like to discuss this matter further.

Sincerely,

*/s/ Racine M. Miller*

Racine M. Miller  
*Attorney & Counselor*

RM/rm

# EXHIBIT H



**Dykema Gossett PLLC**

400 Renaissance Center  
Detroit, MI 48243

WWW.DYKEMA.COM

Tel: (313) 568-6800

Fax: (313) 568-6893

**John F. Rhoades**

Direct Dial: (313) 568-6628

Direct Fax: (855) 256-1458

Email: JRhoades@dykema.com

June 13, 2025

**Via Email to klondon@kmflaw.com**

Katherine London  
KMFL Law, Inc.  
100 Illinois St. Ste. 200  
St. Charles, IL 60174

**Re: Butler v. Eddi, Case No. 2022 CH 00675 // Third Subpoena to CIBC Bank USA**

Dear Ms. London:

We received your email last Thursday, June 5, 2025, attaching a subpoena of the same date (the "Subpoena") addressed to CIBC Bank USA ("Bank") in the above-captioned lawsuit (the "Lawsuit"). We are responding here as counsel to the Bank.

The Bank has diligently searched its records and found that there are no responsive records relating to Request Nos. 1 and 2 on the Subpoena rider. As has been previously communicated to your client and his prior counsel, the Bank has no records of your client, Raymond E. Butler II, being associated with any accounts at the Bank. The Bank's records do not indicate that Mr. Butler previously or currently has any interest, either directly or indirectly, in any account at the Bank.

The third request on the Subpoena rider, copied here, is overbroad and unduly burdensome because it seeks "all accounts" at the Bank "regarding any trusts" as follows:

All accounts, statements, agreements, directions, authorizations, approvals for any transfers, distributions, disbursements, accounting information, correspondence, communications and emails regarding any trusts.

To the extent this request was intended to be limited—like Request Nos. 1 and 2—to documents related to accounts at the Bank in which Mr. Butler has a beneficial interest, there are no responsive documents.

But, on its face, this request is improper for a number of reasons. Please see the enclosed objections dated March 14, 2025 to a substantially similar subpoena sent by your client's prior counsel to the Bank and the enclosed transcript of an April 10, 2025 hearing on a prior motion to quash subpoenas to the Bank and CIBC. As you know, the subpoenas to the Bank and CIBC that were the subject of that motion were quashed by the Court's April 11, 2025 order. In addition to



Katherine London  
June 13, 2025  
Page 2

those prior objections, we object to the Subpoena attached to your June 5 email for the following reasons:

- First, like the quashed subpoenas, this Subpoena is overbroad, unduly burdensome, harassing, and disproportionate to the needs of the case. In fact, this Subpoena is much broader than the quashed subpoenas. Request No. 3 in this Subpoena is nearly unlimited in scope, seeking “all accounts” and documents related to “any trusts.” The document requests in the quashed subpoenas were more narrowly defined, but still overbroad and improper because, as the Court noted, they were based on a “theoretical hypothetical” premise regarding “an unrelated entity” in an effort “to go through all of their bank records.”<sup>1</sup> The scope of discovery is limited to “any matter relevant to the subject matter involved in the pending action[.]” Ill. Sup. Ct. R. 201(b). The subject matter of the Lawsuit does not include “all accounts” of “any trusts” at the Bank. Request No. 3 is thus harassing and clearly exceeds the scope of permitted discovery, even more so than the requests in the quashed subpoenas, and the burden or expense of the proposed discovery clearly outweighs its likely benefit. See Ill. Sup. Ct. R. 201(c)(3).
- Second, on April 10, 2025, the Court stated that “if [plaintiff’s counsel], in the future come[s] up with something more persuasive relative to the bank’s—this—these interests, then the Court will hear it. But at the moment, the Court is going to grant the motion to quash.”<sup>2</sup> This precondition has not been satisfied. Indeed, there has been no hearing, let alone a showing of more persuasive evidence, supporting this Subpoena. As Mr. Butler has not satisfied this requirement or met his burden of establishing the relevance of the requested materials, the Subpoena appears to be an improper attempt to circumvent the Court’s April 11, 2025 order. As you know, this is the third subpoena Mr. Butler has directed to the Bank in connection with this Lawsuit. We understand counsel for non-parties Avrum Rajchenbach, Rivka Rajchenbach, and Ahuva Shabat have recently objected to the Subpoena, filed a motion to quash subpoenas you have directed to them, and reserved the right to file a motion to quash this Subpoena should that be necessary. The Bank likewise reserves the right to seek an order quashing the Subpoena and objects to it because no showing required by the Court’s April 10<sup>th</sup> ruling has been made.
- Finally, we object to the Subpoena because it was not properly served, no offer to pay costs has been made, and a reasonable time for a response was not provided. The minimum time provided to parties to respond to requests for production is 28 days under Ill. S. Ct. R. 214(a). Your email cites no authority for the “ten (10) day statutory period”

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<sup>1</sup> April 10, 2025 Transcript, 32:17-33:3.

<sup>2</sup>*Id.* at 39:14-19.



Katherine London  
June 13, 2025  
Page 3

referenced in it or the unreasonable demand that the Bank produce “all accounts” related to “any trusts” within 10 days.<sup>3</sup>

Please confirm whether Request No. 3 was intended to be limited to accounts in which Mr. Butler has a beneficial interest. If so, as noted above, there are no responsive documents. If not, we stand by these objections, incorporate by reference the objections in the enclosed letter to the extent applicable, and reserve the right to supplement these objections and seek further protection from the Court.

Regards,

**Dykema Gossett PLLC**

A handwritten signature in blue ink, appearing to read "John F. Rhoades".

John F. Rhoades

cc: Nick Callahan, [nick.callahan@bfkn.com](mailto:nick.callahan@bfkn.com)  
Samantha Zuba, [samantha.zuba@bfkn.com](mailto:samantha.zuba@bfkn.com)

Enclosures

1. March 14, 2025 Letter
2. April 10, 2025 Transcript

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<sup>3</sup> The Illinois False Claims Act, inapplicable here, permits the Attorney General to issue subpoenas under certain circumstances with a production date not less than “10 days from the date of service of the subpoena.” 740 ILCS 175/6(a)(2)(C).



**Dykema Gossett PLLC**  
400 Renaissance Center  
Detroit, MI 48243

WWW.DYKEMA.COM

Tel: (313) 568-6800

Fax: (313) 568-6893

**John F. Rhoades**

Direct Dial: (313) 568-6628

Direct Fax: (855) 256-1458

Email: JRhoades@dykema.com

March 14, 2025

**Via Email**

Michael Haeberle  
Patterson Law Firm  
200 West Monroe Street, Suite 2025  
Chicago, Illinois 60606  
[mhaeberle@pattersonlawfirm.com](mailto:mhaeberle@pattersonlawfirm.com)

**Re: *Raymond E. Butler II v. Illana Eddi et al.*, Cook County Case No. 2022CH00675;  
Subpoena to CIBC Bank USA**

Dear Mr. Haeberle:

This letter is in response to the subpoena you emailed to me on February 11, 2025 and addressed to non-party CIBC Bank USA (the "Subpoena") in the above referenced lawsuit (the "Cook County Lawsuit").<sup>1</sup>

On January 28, 2025, I advised you that your client, Raymond Butler II, had been harassing employees of CIBC and CIBC Bank USA (collectively, the "Bank") since at least September 9, 2024 via numerous telephone calls and electronic communications and at least one in-person visit to a branch location. I also advised you that our cease-and-desist demands to Mr. Butler's Michigan counsel, Racine Miller, had been ignored and demanded from you an immediate cessation of any further direct communication by Mr. Butler to the Bank. I have not received a response from you to that letter.

After receiving your February 11 email, I advised you over the phone on February 14, 2025 that Dykema would accept service of the Subpoena but that CIBC Bank USA reserved all rights and objections with respect to the Subpoena. You agreed to pay \$20 per hour up to \$500 for time

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<sup>1</sup> You also attached to your email a subpoena addressed to Canadian Imperial Bank of Commerce (the "CIBC Canada Subpoena"). As we discussed on February 14, 2025, my firm did not accept service of the CIBC Canada Subpoena, which we understand has still not been properly served. As you have been advised, service of the CIBC Canada Subpoena was attempted at 120 S. LaSalle St., Chicago, IL on February 20, 2025, but this did not constitute proper service. You have since been directed to information available on the CIBC website explaining how to properly serve that CIBC Canada Subpoena. If you do serve the CIBC Canada Subpoena, please let me know when such service is completed.



March 14, 2025

Page 2

spent responding to the Subpoena and agreed that CIBC Bank USA would have until at least March 14, 2025 to respond to the Subpoena.

On that February 14 call, I reminded you of Mr. Butler's harassment of Bank employees described in my January 28 letter and advised you of the February 12, 2025 protective order entered by the United States District Court for the Western District of Michigan in Case No. 24-cv-00134 (the "Federal Lawsuit"). I requested confirmation from you that your client would refrain from any further direct contact with the Bank and comply with that order. We have not received any written response to that request from you and again ask that you provide such confirmation.

On March 10, 2025, Barack Ferrazzano Kirschbaum & Nagelberg LLP filed a motion to quash the Subpoena (the "Motion") on behalf of Avrum Rajchenbach and Rivka Rajchenbach, as trustees for the GPN Family Trust ("GPN Trust"), and Ahuva Shabat, as trustee for the Doros Generation Trust ("Doros Trust") (collectively, the "Movants"). Movants instructed CIBC Bank USA not to produce documents in response to the Subpoena until the Motion is resolved.

In light of the pending Motion and the instruction from Movants, CIBC Bank USA objects to the Subpoena and any production of documents at this time and reserves the right to supplement this response in accordance with applicable orders entered in the Federal Lawsuit and/or the Cook County Lawsuit, including any order resolving the Motion.

Additionally, CIBC Bank USA asserts the following objections to the Subpoena:

1. Pending motion to quash. The Movants have objected to the production of documents in response to the Subpoena, instructed CIBC Bank USA not to provide the documents sought by the Subpoena, and filed the Motion, which may result in the quashing of the Subpoena. CIBC Bank USA therefore objects to the Subpoena until an order resolving the Motion is entered.
2. Harassing and inappropriate behavior acknowledged in Federal Lawsuit. Mr. Butler has engaged in a long and documented course of harassment directed toward the Bank, including threatening language directed to Bank employees, the Board of Directors, and online stalking of Bank employees. You have not contested Mr. Butler's inappropriate behavior or responded to our January 28 letter regarding this behavior. Moreover, Mr. Butler's unrebutted history of harassment—described in my January 28 letter, the Motion, and several papers filed in the Federal Lawsuit—has been acknowledged in the Federal Lawsuit, in which the court concluded that Mr. Butler's behavior was "inappropriate" and ordered him to cease direct contact with witnesses and certain parties in that lawsuit. In light of Mr. Butler's unrebutted history of harassment and the federal court's conclusion that such behavior is "inappropriate," CIBC Bank USA objects to the Subpoena as harassing and inappropriate.
3. Multiple subpoenas to CIBC entities. The Subpoena is improper, harassing, and unduly burdensome because CIBC Bank USA has already responded to a subpoena in the



March 14, 2025

Page 3

Cook County Lawsuit issued by Mr. Butler's prior counsel. As explained in my January 28, 2025 letter, CIBC Bank USA confirmed receipt on May 9, 2023 of an April 21, 2023 subpoena, which was signed by one of Mr. Butler's former attorneys, Steven M. Novak. After completing a diligent search of records with regard to that subpoena, CIBC Bank USA responded to Mr. Novak in writing nearly two years ago, on May 23, 2023. Mr. Butler's counsel did not object to that response, request any additional documents, or move to compel production.

4. Improper and unduly burdensome requests. The Subpoena seeks to impose requirements or obligations different from or beyond those imposed by the applicable court rules and law. The requests are overly broad and impose an undue burden or expense on CIBC Bank USA, a non-party to the subject litigation. The Subpoena Rider for Documents ("Rider") is impermissibly broad and burdensome for a number of reasons, including the following:
  - a. There are no definitions or instructions provided with the Subpoena and the items referred to on the Rider are undefined and inadequately identified.
  - b. There is no time period stated on the Subpoena or the Rider and the Subpoena thus seeks "all documents" and "all documentation" for various categories of information for an unlimited period of time. This unlimited time period is overly broad and would require a search for documents and electronically stored information that is not reasonably accessible due to undue burden or cost and is not proportional to the needs of the case.
  - c. The requests are impermissibly vague and fail to identify the documents sought with reasonable particularity. For example, request no. 5 in the Rider seeks "[a]ccounts, statements, assets under management and any other accounting information for all trusts..." without defining what trusts it is referring to.
  - d. The Rider refers to "Deposition topics" but the Subpoena does not seek the deposition of any witness.
5. Unlawful request for accounts and assets. Request no. 5 in the Rider improperly seeks "accounts" and "assets under management." This is an improper request as there is no legal basis to use a subpoena as a means of requiring a transfer of accounts and assets, rather than the discovery of documents. The Subpoena is an unlawful attempt to induce an unauthorized transfer of "accounts" and "assets under management."
6. Privilege and confidentiality. The Rider is not limited to non-privileged information. The Subpoena improperly seeks disclosure of materials subject to the attorney-client privilege, work product doctrine, or other applicable privileges. The Subpoena seeks disclosure of materials that are confidential, private and/or subject to other restrictions regarding their disclosure.



March 14, 2025

Page 4

7. Documents accessible to the parties. The Subpoena seeks documents that are or should be equally available from the parties to the litigation, which has been pending since 2022, and that were or could have been requested in the prior subpoena to which CIBC Bank USA already responded without objection. Requiring production of documents that have already been produced, which are more easily accessible to the parties in this litigation, or which were or could have been requested in prior subpoenas imposes an undue burden and expense on non-party CIBC Bank USA.

CIBC Bank USA reserves the right to assert additional objections as it continues to assess or discover additional information or grounds for objections.

Based on the foregoing objections, CIBC Bank USA will not be producing any documents in response to the Subpoena at this time. Subject to the foregoing objections and if the Subpoena is not quashed by the pending Motion, we are willing to discuss opportunities to narrow and identify the documents and information sought with reasonable particularity to aid in the effort of locating any reasonably accessible, responsive documents.

In the event that we can come to an agreement about these requests, and before collection of any documents (if there are any), and assuming there are not additional objections, we can provide you with an estimate of the reimbursement costs and fees expected to be incurred in response to this Subpoena, including e-discovery costs, if applicable. These costs and fees may include, but are not limited to, costs and fees for identifying, preserving, collecting, filtering, searching, processing, reviewing, and producing documents.

Regards,

**Dykema Gossett PLLC**

A handwritten signature in blue ink, appearing to read "John F. Rhoades".

John F. Rhoades

cc: Jordan Matyas, [jordan@1818legal.com](mailto:jordan@1818legal.com)  
Nick Callahan, [nick.callahan@bfkn.com](mailto:nick.callahan@bfkn.com)  
Jesse Roth, [JRoth@maddinhauser.com](mailto:JRoth@maddinhauser.com)

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT - CHANCERY DIVISION

RAYMOND E. BUTLER, II,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 2022 CH 675
	)	
ILLANA EDDI, et al.,	)	
	)	
Defendants.	)	

REPORT OF PROCEEDINGS at the hearing of  
the above-entitled cause before the  
HONORABLE ALLEN P. WALKER, Judge of said Court,  
at the Richard J. Daley Center, Room 2402, on  
April 10, 2025, at the hour of 10:30 a.m.

FILED DATE: 6/12/2025 4:49 PM 2022CH00675

FILED DATE: 6/12/2025 4:49 PM 2022CH00675

<p style="text-align: right;">Page 2</p> <p>1 PRESENT:                  2                  3 PATTERSON LAW FIRM, LLC                  BY: MR. MICHAEL HAEBERLE                  4 200 West Monroe Street                  Suite 2025                  5 Chicago, Illinois 60606                  312-223-1699                  mhaeberle@pattersonlawfirm.com                  6 Appeared on behalf of the Plaintiff;                  7                  8 GUTMAN &amp; ASSOCIATES                  BY: MR. JEFFREY K. GUTMAN                  4018 North Lincoln Avenue,                  9 Chicago, Illinois 60618                  773-472-4500                  Appeared on behalf of the Defendants;                  10 BARACK FERRAZZANO KIRSCHBAUM &amp;                  NAGELBERG, LLP                  11 BY: MR. NICHOLAS H. CALLAHAN                  200 West Madison Street                  Suite 3900                  12 Chicago, Illinois 60606                  312-984-3100                  nick.callahan@bfkn.com                  13 Appeared on behalf of the Non-Party                  Trusts.                  14                  15 * * * * *                  16                  17                  18                  19                  20                  21                  22                  23                  24</p>	<p style="text-align: right;">Page 4</p> <p>1 THE COURT: Good morning.                  2 All right. So we're here on the                  3 motion to quash. Counsel can proceed.                  4 MR. CALLAHAN: Thank you, Your Honor.                  5 We have provided the Court with a                  6 substantial amount of material, especially                  7 for a motion to quash, so I will be very                  8 succinct.                  9 The question before the Court is                  10 whether Mr. Butler's subpoena to the CIBC,                  11 CIBC Bank, for highly sensitive trust and                  12 banking records of my clients, a non-party                  13 trust, whether that should be quashed where                  14 four things are indisputable.                  15 One, Mr. Butler previously made                  16 representations to the same bank that he is                  17 a beneficiary of these trusts, and he tried                  18 to get those banks to close their accounts                  19 and move funds to him, things like that, to                  20 such a degree that the bank has already                  21 banned him from coming to their bank again.                  22 They're not supposed to call -- he's not                  23 supposed to contact them again. They've                  24 reached out to law enforcement. There's no</p>
<p style="text-align: right;">Page 3</p> <p>1 MR. HAEBERLE: Good morning, Your Honor.                  2 Michael Haeberle for the plaintiff.                  3 THE COURT: Good morning.                  4 MR. CALLAHAN: Good morning, Your Honor.                  5 Nick Callahan for the non-party trustees                  6 that filed the motion to quash.                  7 THE COURT: Good morning.                  8 MR. CALLAHAN: And I don't know if we're                  9 also waiting on the defense lawyer.                  10 Mr. Haeberle, I don't know if you                  11 know if Jeff is --                  12 MR. HAEBERLE: I have not heard from                  13 him. I assumed he would be here, but I have                  14 no -- no, I have not heard from him, either                  15 way.                  16 MR. CALLAHAN: So, Your Honor, my                  17 understanding is this is up for both a                  18 hearing on the motion to quash, as well as a                  19 status from the nonparty trusts'                  20 perspective. We're ready to proceed with                  21 the hearing on the motion to quash.                  22 (Enter Mr. Gutman.)                  23 THE COURT: Hold on. Mr. Gutman?                  24 MR. GUTMAN: Yes. Good morning, Judge.</p>	<p style="text-align: right;">Page 5</p> <p>1 dispute that the FBI has contacted                  2 Mr. Butler. And then there's also no                  3 dispute that Mr. Butler has led a campaign                  4 of harassment against the trusts and the                  5 individuals associated with them, as part of                  6 what he views an effort to dismantle their                  7 empire of debt.                  8 And the reason that can't credibly                  9 be disputed is because there was just an                  10 evidentiary hearing in Michigan on                  11 March 27th on this very question, and on                  12 Friday -- you know, and we have, in our                  13 reply brief, attached, for Your Honor, a                  14 copy of that transcript.                  15 On Friday the federal court judge                  16 issued an order that said -- where he ruled                  17 plaintiff's testimony cemented the reality                  18 that a protective order -- and this is for                  19 the benefit of my clients -- is not only                  20 appropriate but necessary. And he also                  21 ruled, after hearing Mr. Butler testify,                  22 that Mr. Butler's assertions that he was not                  23 threatening or harassing is not credible.                  24 And the federal judge, in</p>

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Page 6	<p>1 particular, highlighted a few things</p> <p>2 Mr. Butler said about his investigation of</p> <p>3 these non -- the non-party trusts here and</p> <p>4 the family members associated with it, but</p> <p>5 he particularly cited the same language that</p> <p>6 we cited in our reply, which was</p> <p>7 Mr. Butler's invocation of defend -- or</p> <p>8 deny, defend, depose, which were the words</p> <p>9 written on the bullets by the guy who</p> <p>10 assassinated the chief executive officer of</p> <p>11 United Health.</p> <p>12 And in the same order the judge</p> <p>13 pointed to Mr. Butler's, you know, testimony</p> <p>14 about that he's coordinating with the Trump</p> <p>15 administration to investigate my clients and</p> <p>16 these sort of things. So there can be no</p> <p>17 question, at this point, that he made those</p> <p>18 statements after an evidentiary hearing that</p> <p>19 had been confirmed to be threatening and</p> <p>20 harassing.</p> <p>21 Now, that gets us to the most basic</p> <p>22 question though, Your Honor, is is any of</p> <p>23 this relevant. This case is about the</p> <p>24 accounting of the Jack Finn Irrevocable</p>	Page 8	<p>1 and we explain the connection in our motion.</p> <p>2 About 14 years ago they purchased a</p> <p>3 nursing home that Jack Finn had an ownership</p> <p>4 interest in. But we laid out the</p> <p>5 connection. And in the response brief,</p> <p>6 Mr. Butler said, yes, and here is the</p> <p>7 promissory note and the sale agreement, and</p> <p>8 here's bank statements that show payments</p> <p>9 not from the Jack Finn Trust to my clients,</p> <p>10 but they show payments from my clients to</p> <p>11 the Jack Finn Trust.</p> <p>12 Now, two points about that. It's</p> <p>13 not the Jack Finn Irrevocable Trust, which</p> <p>14 is the trust at issue in this case. It's</p> <p>15 the Jack Finn Revocable Trust, which is</p> <p>16 the -- which is connected with the seller on</p> <p>17 these two nursing homes. But, again, we</p> <p>18 agree that that is the relationship. So</p> <p>19 those documents prove that is the</p> <p>20 relationship. We bought a nursing home that</p> <p>21 he had an ownership interest in, that he</p> <p>22 gets payments from that. There's no --</p> <p>23 there's no -- they don't have any records</p> <p>24 that the Jack Finn Trust is making payments</p>
Page 7	<p>1 Trust, as you know. It's not about the GPN</p> <p>2 Trust. It's not about my clients', the</p> <p>3 Doros Trust. He already tried to get the</p> <p>4 same documents he's seeking from the bank in</p> <p>5 this case in the Michigan case and wasn't</p> <p>6 allowed to do it.</p> <p>7 So it's not -- these are not the</p> <p>8 same trusts, and that's why he filed this</p> <p>9 30-defendant RICO claim in Michigan against</p> <p>10 financial advisors and my client and Rabbis</p> <p>11 and life insurance salesmen and everyone</p> <p>12 else.</p> <p>13 But I think to bring it -- just to</p> <p>14 still it down who are my clients and what's</p> <p>15 their connection. Well, we lay this out in</p> <p>16 the motion, and it's really not disputed by</p> <p>17 the response. The Doros Generation Trust is</p> <p>18 affiliated with the Shabat family and the</p> <p>19 GPN Family Trust with the Rajchenbach</p> <p>20 family. They're tied with -- there's some</p> <p>21 connection with an entity called Legacy</p> <p>22 Healthcare, and there's no dispute that they</p> <p>23 own -- they purchased, own, and manage over</p> <p>24 a hundred nursing homes across the country,</p>	Page 9	<p>1 to my clients. It's the reverse. And that</p> <p>2 makes perfect sense, because they produced</p> <p>3 the sale agreement and the promissory note</p> <p>4 that explains why that would be the case.</p> <p>5 Mr. Butler's response, though, did</p> <p>6 make a new connection, which he says his</p> <p>7 grandfather, Jack Newfield, created the</p> <p>8 GPN Trust and the Doros Trust in the 1980's,</p> <p>9 his grandfather created it in the 1980's,</p> <p>10 and it was created for Mr. Butler's benefit.</p> <p>11 Frankly, this is insane,</p> <p>12 Your Honor. So what we have attached to our</p> <p>13 reply is an affidavit from the lawyer at</p> <p>14 Katten, the Chicago law firm Katten, who</p> <p>15 drafted the trust, and we have attached that</p> <p>16 to our reply. And he has explained, no,</p> <p>17 I -- he drafted that trust for these</p> <p>18 families, one in 2008 and one in 2012, and</p> <p>19 there's no connection with Mr. Butler's</p> <p>20 grandfather. There's no connection with</p> <p>21 Mr. Butler. Mr. Butler was never a</p> <p>22 beneficiary. There's just simply no</p> <p>23 evidence, in the record, establishing that</p> <p>24 the GPN Trust and the Doros Trust had</p>

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<p style="text-align: right;">Page 10</p> <p>1 anything to do with the Jack Finn 2 Irrevocable Trust. 3 And, frankly, he has already said 4 they don't implicitly by suing us in 5 Michigan in a different case, making 6 different claims against different trusts, 7 which are my client. 8 Now, on that last point, in the 9 same order the judge, federal judge issued 10 in Michigan on Friday, he not only -- he not 11 only ruled that after an evidentiary hearing 12 and hearing Mr. Butler testify on the stand 13 that a protective order was not just 14 appropriate but necessary, he also ruled 15 that this case is going to be transferred 16 out of Michigan because there's no 17 connection to it. Everyone is -- the 18 connection is really to Illinois. So most 19 likely, in the next month, that Michigan 20 case is now going to be in Illinois, and 21 then an Illinois judge will be ruling, 22 again, on the same discovery requests 23 they're asking from the bank here in that 24 case in Illinois, which they've already</p>	<p style="text-align: right;">Page 12</p> <p>1 money. And I won't go through all of the 2 threats he has made, because we've listed 3 many of them in our brief with citation to 4 the motion for protective order, but I'll 5 take -- I'm going to take every last dollar, 6 you know, your family members are denying me 7 at their own risk, you should worry about 8 you and your family. 9 So what happens -- the reason a 10 protective order doesn't work here is if 11 they get the documents, he's going to try to 12 take the money from the bank, and he'll have 13 now more information to dupe them. 14 But second, probably even more 15 problematically than trying to take -- steal 16 money will be he has launched, from this one 17 bank statement showing a payment from my 18 clients' trust to the Jack Finn Revocable 19 Trust, he has now turned that into a 20 30-defendant RICO conspiracy, which he 21 believes. We don't dispute that. 22 What happens now, when he gets the 23 GPN Family Trust document and the Doros 24 Family Trust document, and he sees all of</p>
<p style="text-align: right;">Page 11</p> <p>1 asked for in Michigan and been denied. 2 Lastly, I would just like to 3 address the question that was posed and the 4 response by Mr. Butler, which is if all of 5 this is true, why not -- we don't we just 6 produce the documents and put it under a 7 standard protective order. 8 Well, there's some easy responses 9 to that. One, you don't get to ask another 10 party for all their banking information and 11 sensitive information just because you have 12 a theory that may or may not be borne out. 13 But that's even heightened when you're 14 dealing with bank information, and it's 15 heightened when the person asking for these 16 documents has already -- will say it's their 17 money, these are their accounts, and they're 18 going to -- they're entitled to go to the 19 bank, and now using this new information go 20 to the bank to try to take it, close 21 accounts, transfer assets. He will say 22 that, because in the Michigan case he is 23 adamant over and over again I'm a 24 beneficiary of these trusts, this is my</p>	<p style="text-align: right;">Page 13</p> <p>1 the charities that have received, according 2 to him, his money, the people, the 3 businesses that have received, according to 4 him, his money? It's going to go from a 5 30-defendant RICO claim to a hundred-person 6 RICO claim, and all of these -- all of these 7 innocent people and these charities are now 8 going to be dealing with the same 9 harassment, the same threats, the same 10 investigation by him that my clients are 11 dealing with. 12 He is not entitled to the 13 documents. They're not going to be helpful 14 to Mr. Butler. He doesn't -- he doesn't 15 need them, frankly. He needs help. And 16 I'll just say last, no one is denying, 17 though, Mr. Butler's -- this isn't a 18 shakedown. No one is denying Mr. Butler's 19 conviction and his beliefs, and that's 20 what's, frankly, so terrifying to my client. 21 THE COURT: Mr. Haeberle? 22 MR. HAEBERLE: Thank you, Judge. Judge, 23 there's a lot there, and I want to start out 24 by noting, you know, what I consider to be a</p>

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Page 14	<p>1 list of red-herrings and misstatements.</p> <p>2 Now -- and most of the brief is</p> <p>3 spent attacking Mr. Butler and just making</p> <p>4 various ad hominem attacks.</p> <p>5 THE COURT: Now, Mr. Haerberle, why do</p> <p>6 you need the documents?</p> <p>7 MR. HAEBERLE: Why do I need them?</p> <p>8 Because the point is to show the connection</p> <p>9 between the trusts and to get the accounting</p> <p>10 of the trusts. We have, in</p> <p>11 Paragraph 4 of --</p> <p>12 THE COURT: What is the --</p> <p>13 MR. HAEBERLE: -- our affidavit --</p> <p>14 THE COURT: What is the connection</p> <p>15 between the trust? Because Mr. Callahan has</p> <p>16 said the only -- there is no connection</p> <p>17 between the trusts. The only -- there is</p> <p>18 the revocable trust, which is not the same,</p> <p>19 and it only shows payments for the purchase</p> <p>20 of an interest in a nursing home.</p> <p>21 MR. HAEBERLE: Judge, it shows the</p> <p>22 purchase from the nursing home, which is</p> <p>23 asset stripping, right? It's -- that is the</p> <p>24 definition --</p>	Page 16	<p>1 have various drafts of a revocable trust?</p> <p>2 MR. HAEBERLE: Because there were</p> <p>3 different versions. This thing kept getting</p> <p>4 modified, and we're trying -- and the assets</p> <p>5 kept going out, and we are -- the point of</p> <p>6 this case is for an accounting to figure out</p> <p>7 what happened to all of the assets and the</p> <p>8 money.</p> <p>9 So seeing what happened with the</p> <p>10 assets, what happened with the money, is the</p> <p>11 purpose of this case. That's the point of</p> <p>12 an accounting. That's why we're seeking</p> <p>13 discovery here.</p> <p>14 THE COURT: Yes, but what's the basis</p> <p>15 for your belief that this irrevocable trust,</p> <p>16 for which the money was used and apparently</p> <p>17 is not disputed for the purchase of interest</p> <p>18 in a nursing home, is related?</p> <p>19 MR. HAEBERLE: It's related for a few</p> <p>20 reasons. We have a related -- as we note in</p> <p>21 Paragraph 8 of the affidavit, there is a</p> <p>22 monthly payment, and this is monthly</p> <p>23 payments to Sheridan Healthcare, which</p> <p>24 assigned the note to the Jack Finn Revocable</p>
Page 15	<p>1 THE COURT: But it's --</p> <p>2 MR. HAEBERLE: -- of asset stripping,</p> <p>3 when you're taking --</p> <p>4 THE COURT: Hold on. But it's also, he</p> <p>5 says, a purchase from a revocable trust,</p> <p>6 which is not the same trust, which he is not</p> <p>7 a beneficiary.</p> <p>8 MR. HAEBERLE: Judge, no, we disagree</p> <p>9 that he is not a beneficiary of that one.</p> <p>10 And to the extent you're considering this</p> <p>11 affidavit, I'd like an opportunity to depose</p> <p>12 this lawyer who provided an affidavit saying</p> <p>13 I've got nothing in a reply.</p> <p>14 As we noted in Paragraph 5 of the</p> <p>15 affidavit, there are at least six different</p> <p>16 versions of this irrevocable trust that they</p> <p>17 put together to change from revocable to</p> <p>18 irrevocable. So this is a connection. It's</p> <p>19 the same --</p> <p>20 THE COURT: Why is that -- why is that</p> <p>21 unusual?</p> <p>22 MR. HAEBERLE: Sorry, Judge? I missed</p> <p>23 that.</p> <p>24 THE COURT: Why is that unusual, if they</p>	Page 17	<p>1 Trust and Ilana Finn Trust on</p> <p>2 September 26th, 2011.</p> <p>3 There is a payment directly, and</p> <p>4 this is ignored by counsel, to the revocable</p> <p>5 trust, rather than the irrevocable trust.</p> <p>6 And the fact that they are, from this deal,</p> <p>7 right, which is the irrevocable, now we have</p> <p>8 payments to revocable that were made.</p> <p>9 So we're trying to get to the</p> <p>10 bottom of what happened to the assets in the</p> <p>11 trust, and we have financial transactions</p> <p>12 with them. I don't prove my case at this</p> <p>13 time. I have to prove there is a financial</p> <p>14 connection between the two of these, and so</p> <p>15 that's what I -- you know, I don't know what</p> <p>16 I don't know, and that's the point of</p> <p>17 discovery.</p> <p>18 I have these two -- it's not like</p> <p>19 I'm subpoenaing McDonald's and saying what</p> <p>20 were these -- you know, what transactions</p> <p>21 did you have. I have a specific transaction</p> <p>22 that is a significant amount of money. This</p> <p>23 is \$1.5 million that we know of. And to say</p> <p>24 that now I can't get anything further on</p>

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Page 18	<p>1 that is -- you know, you're asking me to                  2 prove my case before I've got the discovery                  3 to prove my case. I have proved that there                  4 is a reason why I think that there's                  5 something there, because there is this                  6 financial transaction.                  7 We have shown some other kind of                  8 unusual transactions among this time,                  9 including by the subtrusts, GPN and Doros,                  10 and so we are trying to figure out the                  11 connections between them. That's the point                  12 of discovery, Judge.                  13 I wish I could say -- sit up here                  14 now and say I know -- you know, I can -- let                  15 me lay out this entire web for you. You                  16 can't do that because it's -- you know, it                  17 looks to us, and as detailed in our                  18 affidavit, it's a web of very complicated                  19 financial transactions that we're trying to                  20 get to the bottom of. People don't -- if                  21 they're trying to take money from something,                  22 they don't have a very -- you know, it's not                  23 a clear path of doing it.                  24 So we have these transactions, and</p>	Page 20	<p>1 that, and then they take the transcript and                  2 pick it out. And, Judge, I'm on page 46 and                  3 47.                  4 So this is all cherry-picking.                  5 There is no -- there is a protective order                  6 in place with no allegations of any                  7 violations of that order. They can produce                  8 it confidential as, you know, bank                  9 statements are routinely produced.                  10 And then we -- you know, we have                  11 this -- and unfortunately, Judge, I don't                  12 have this full web. That's why I need this.                  13 I have documented transactions. And you're                  14 kind of cutting me off at my knees if I                  15 can't do discovery to prove this. If I'm                  16 required to prove my case at the subpoena                  17 stage, I cannot prove any case that I have,                  18 nor can any plaintiff. This is the point of                  19 discovery. We have a transaction, and the                  20 subpoena is proper.                  21 THE COURT: All right. Mr. Callahan?                  22 MR. CALLAHAN: Yes. Just three, I                  23 think, clarifications on the record,                  24 Your Honor.</p>
Page 19	<p>1 that's why we're seeking more of these types                  2 of documents. If they've got nothing to                  3 hide, we'll do it under a protective order.                  4 Right?                  5 We've got the protective order in                  6 Michigan. There's been no allegation that                  7 there's any problem with Mr. Butler                  8 complying with it. In fact, the Court, in                  9 the order that keeps getting referenced, the                  10 Court modified it and reduced the protective                  11 order. Mr. Butler is able to contact all                  12 these individuals through his counsel, and                  13 he's fine with that. He's doing that.                  14 There's been no allegation of any breach or                  15 violation, you know. And I think it's                  16 important to read the transcript in which,                  17 you know, is it cherry-picked? In my                  18 opinion it's just straight cherry-picked                  19 where Mr. Butler specifically says, when                  20 he's asked about these things, which were                  21 actually raised by the subpoena respondents,                  22 rather than Mr. Butler, Mr. Butler says I                  23 don't want to be associated with that man.                  24 They brought it up. They accused him of</p>	Page 21	<p>1 There has been discussions about                  2 affidavits and what people said about                  3 trusts. I want to make it perfectly clear.                  4 The affidavit submitted by Charles Harris at                  5 Katten doesn't talk about changes from                  6 revocable to irrevocable and all of that.                  7 There's my clients' trusts, and he talks                  8 about when they were formed, who they were                  9 formed for, and who they were not formed                  10 for.                  11 The affidavit talking about changes                  12 in trusts is Mr. Butler's own affidavit, and                  13 he's not -- where he's talking about changes                  14 in the Jack Finn Trust between revocable and                  15 irrevocable. So that's -- again, that's                  16 a -- that's -- we made payments to the Jack                  17 Finn Revocable Trust. If that should be                  18 deemed an asset of the Jack Finn Irrevocable                  19 Trust, that's for those two trusts to work                  20 out, and that can be discovery between the                  21 Jack Finn Irrevocable and the Jack Finn                  22 Revocable Trust in your case. It doesn't                  23 mean you get to go into our case.                  24 Now, the argument that the</p>

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1 plaintiffs won't be able to prove their case  
 2 about accounting of the Jack Finn  
 3 Irrevocable Trust if they don't get our  
 4 documents is frankly silly. What they're  
 5 saying is they see a payment made from my  
 6 clients to the Jack -- we'll just say to  
 7 Jack Finn, and based on that, then, they say  
 8 they need all of our internal banking  
 9 records, so anyone that ever made a --  
 10 anyone that ever gave any money to Jack  
 11 Finn, the Jack Finn Trust, whether, you  
 12 know, personal or professional, they're  
 13 entitled to get the senders' banking  
 14 records, all of their internal, like,  
 15 personal, family financial affairs. That's  
 16 nuts. If that were the case -- well, I  
 17 mean, Your Honor can understand. It either  
 18 agrees with that proposition by the  
 19 plaintiffs or doesn't.  
 20 But I would -- I would note what we  
 21 offered at the outset was, look, if the  
 22 plaintiff doesn't have access to -- can't  
 23 get access because they're gone, you know,  
 24 to the banking records of the Jack Finn

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1 Trust, revocable or irrevocable, we will  
 2 produce our banking records for our clients'  
 3 trusts that show any transactions between  
 4 our trust and Jack Finn, so that if they  
 5 need to -- because we thought it was the  
 6 reverse. We're going to have promissory  
 7 note payments from our trusts to the Jack  
 8 Finn Revocable Trust. And if, for some  
 9 reason, those banking records, they don't  
 10 have them anymore and the plaintiff can't  
 11 get them, we said we'll produce our banking  
 12 records and redact everything but  
 13 transfers -- you know, transfers between --  
 14 from our client to the trust, if you want  
 15 that.  
 16 But they don't want that. What  
 17 they want is the discovery to pursue this,  
 18 you know, tinfoil hat conspiracy theory  
 19 claim in Michigan that Mr. Butler's  
 20 grandfather created these trusts, which  
 21 20 years before they were actually created  
 22 he's a beneficiary of them. And this is all  
 23 about Mr. Butler wanting and demanding the  
 24 money in my clients' trust. It's not about

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1 the Jack Finn Trust.  
 2 THE COURT: Okay. Relative to the  
 3 question about (inaudible) --  
 4 THE REPORTER: I'm sorry, Your Honor.  
 5 Your Honor, this is the court reporter.  
 6 It's hard to hear you.  
 7 THE COURT: I said relative to the  
 8 question regarding conflating the trusts,  
 9 what's your response to that, Mr. Haerberle?  
 10 MR. HAEBERLE: Judge, we have -- I don't  
 11 think it's conflated. There is an  
 12 indisputed payment, as we note in the  
 13 affidavit, in Paragraph 8 of the affidavit,  
 14 to the revocable trust rather than the  
 15 irrevocable trust.  
 16 So in this specific transaction,  
 17 even though there is a document -- the  
 18 transaction document was through the  
 19 revocable trust, there is payment to the  
 20 irrevocable trust, if I'm getting that  
 21 right. Let me pull that up.  
 22 If you look at page Paragraph 8,  
 23 Your Honor --  
 24 THE COURT: I'm looking at page 2,

Page 25

1 Paragraph 8.  
 2 MR. HAEBERLE: Yes. And so the  
 3 agreement is with the revocable trust, and  
 4 the issue, then, becomes that it was a --  
 5 there was this transaction, and that we note  
 6 in our, you know, org chart, for lack of a  
 7 better term, and we're on Exhibit D, right,  
 8 we know how these trusts were related, that  
 9 there are, in fact, various trusts that were  
 10 created at a similar time with similar  
 11 individuals involved. These are the same  
 12 players. And we're trying to figure out  
 13 which assets go where. That is the idea.  
 14 Right? I mean that's where we note the  
 15 various --  
 16 THE COURT: Just -- I sort of fell off  
 17 the proverbial turnip truck, because when I  
 18 read Paragraph 8 it says, "A specific  
 19 transaction in 2011 highlights the financial  
 20 ties between the trusts. The September 28,  
 21 2011, the Jack Finn Revocable Trust and  
 22 Ilana Finn Revocable Trust sold interests in  
 23 Sheridan to Stanton F. Aron, with guaranties  
 24 from Jack Rajchenbach, Chaim Rajchenbach,

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Page 26	<p>1 and Menachem Shabat, as documented in an</p> <p>2 Agreement attached as Exhibit A. A related</p> <p>3 to a Promissory Note, dated September 1,</p> <p>4 2011," and then "provided for monthly</p> <p>5 interest payments to Sheridan Healthcare</p> <p>6 Associates, which assigned the Note to the</p> <p>7 Jack Finn Revocable Trust and Ilana Finn</p> <p>8 Trust on September 26th, 2011. This payment</p> <p>9 to the Revocable Trust -- rather than the</p> <p>10 Irrevocable Trust I am a beneficiary of --</p> <p>11 raises concerns."</p> <p>12 Well, all of that financial -- that</p> <p>13 transaction all occurred between the</p> <p>14 revocable trust. So I'm not clear on how</p> <p>15 the irrevocable trust is involved in that</p> <p>16 paragraph, other than your client saying</p> <p>17 that he's a beneficiary of the irrevocable</p> <p>18 trust.</p> <p>19 MR. HAEBERLE: And, Judge, what it</p> <p>20 appears -- this is where Exhibit D comes</p> <p>21 into play, where we have the trust history</p> <p>22 of all the amendments, whereby the</p> <p>23 irrevocable trust was the initial trust.</p> <p>24 That was the '96 trust. And then we have</p>	Page 28	<p>1 I am unable to tell, relative to</p> <p>2 Paragraph 8, when the Jack Finn Revocable</p> <p>3 Trust and the Ilana Finn Revocable Trust</p> <p>4 either were or became irrevocable.</p> <p>5 When did that occur?</p> <p>6 MR. HAEBERLE: I believe it happened</p> <p>7 in -- you know, I think there were -- a lot</p> <p>8 of this happened in '07. Perhaps, you know,</p> <p>9 Mr. Butler has --</p> <p>10 THE COURT: Well, earlier you were</p> <p>11 referencing it. Where does it reference --</p> <p>12 where does it indicate that?</p> <p>13 MR. HAEBERLE: Well, it indicates that</p> <p>14 there are -- at least my understanding of</p> <p>15 this is if you can see the irrevocable trust</p> <p>16 we have going through '07, and then we</p> <p>17 have -- you know, in '07 we start with the</p> <p>18 revocable trust.</p> <p>19 THE COURT: Yes, but why does that not</p> <p>20 tell you that they started a new trust as</p> <p>21 opposed to changing trusts?</p> <p>22 MR. HAEBERLE: They could have, but it</p> <p>23 appears the assets, Judge, would have gone</p> <p>24 from one to the other. That's what we're</p>
Page 27	<p>1 amendments thereto, and then the revocable</p> <p>2 trust ends -- or the irrevocable trust ends</p> <p>3 in '07, at least according to -- you know,</p> <p>4 the activity essentially goes through '07,</p> <p>5 and then we switch to irrevocable --</p> <p>6 revocable trust at that point.</p> <p>7 So if you look at Exhibit D, we</p> <p>8 have a -- you know, a whole history of these</p> <p>9 trusts, and it appears there's a switch from</p> <p>10 '07 from one to the other. And our</p> <p>11 client -- you know, my client said he's a</p> <p>12 beneficiary of it. We're trying to figure</p> <p>13 out --</p> <p>14 THE COURT: And this is based on what,</p> <p>15 Counsel?</p> <p>16 MR. HAEBERLE: What is based on what,</p> <p>17 Judge?</p> <p>18 THE COURT: The flow chart.</p> <p>19 MR. HAEBERLE: This is the analysis of</p> <p>20 prior counsel, Judge. And I'm happy to</p> <p>21 provide you with the underlying docs, if you</p> <p>22 would like, for all these amendments.</p> <p>23 THE COURT: So I am unable to tell when</p> <p>24 it changes, when -- and let's be clear.</p>	Page 29	<p>1 trying to figure out.</p> <p>2 THE COURT: Well, what's the basis for</p> <p>3 believing that the assets go from one to the</p> <p>4 other, other than speculation?</p> <p>5 MR. HAEBERLE: Because of the similarity</p> <p>6 of the names and the players and the time</p> <p>7 frame.</p> <p>8 THE COURT: Okay. Nothing else?</p> <p>9 MR. HAEBERLE: Judge, nothing that I</p> <p>10 have before me. I'd ask -- because if</p> <p>11 Your Honor is focusing on this, I'd ask</p> <p>12 leave to supplement on any additional issues</p> <p>13 and take the deposition of the affiant on</p> <p>14 the reply, since that's a new affidavit and</p> <p>15 in reply.</p> <p>16 THE COURT: Yeah, okay. You may do</p> <p>17 that. But, again, I'm focusing on your</p> <p>18 client's affidavit in Paragraph 8, and I'm</p> <p>19 unclear as to where -- other than the</p> <p>20 fact -- because he doesn't say it in his</p> <p>21 affidavit. He simply says in his affidavit</p> <p>22 he's a beneficiary of the irrevocable trust,</p> <p>23 but he doesn't say, in Paragraph 8, that any</p> <p>24 of these were changed.</p>


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Page 30	<p>1 All of the transactions in</p> <p>2 Paragraph 8 revolve around the revocable</p> <p>3 trust, correct?</p> <p>4 MR. HAEBERLE: That is correct, Judge.</p> <p>5 That's where, you -- you know, I didn't tie</p> <p>6 that together in there, and I'd ask for</p> <p>7 leave to do so.</p> <p>8 THE COURT: Okay. Well, but</p> <p>9 Mr. Callahan's point is that you're asking</p> <p>10 for all of these documents that don't --</p> <p>11 that are sparked, allegedly, from a transfer</p> <p>12 that everybody understood was the purchase</p> <p>13 of a nursing home interest from the</p> <p>14 revocable trust and didn't involve the</p> <p>15 irrevocable trust.</p> <p>16 Is that accurate, Mr. Callahan? Or</p> <p>17 maybe I'm misconstruing something that you</p> <p>18 said.</p> <p>19 MR. CALLAHAN: That is accurate,</p> <p>20 Your Honor. And I would just add that the</p> <p>21 discussion Mr. Haerberle is having with you</p> <p>22 is about a different question with my</p> <p>23 client, which is we signed an agreement to</p> <p>24 buy from the revocable trust in 2011, which</p>	Page 32	<p>1 someone gives money to something doesn't</p> <p>2 mean that, you know, there's nothing</p> <p>3 untoward. Right? You can buy assets.</p> <p>4 It's -- the definition of asset stripping is</p> <p>5 taking assets from one entity to another and</p> <p>6 doing it -- the common way to do it is by</p> <p>7 purchases for less than reasonably</p> <p>8 equivalent value. So that is --</p> <p>9 THE COURT: What's the --</p> <p>10 MR. HAEBERLE: -- one way --</p> <p>11 THE COURT: What's the evidence of</p> <p>12 purchasing for less than reasonably</p> <p>13 equivalent value?</p> <p>14 MR. HAEBERLE: Judge, I don't have that</p> <p>15 evidence. I -- that's the point of</p> <p>16 discovery.</p> <p>17 THE COURT: But, Mr. Haerberle, here is</p> <p>18 what you're asking the Court to do. You're</p> <p>19 asking the Court to allow you to subpoena</p> <p>20 records from an unrelated entity, for all</p> <p>21 intents and purposes, and allow you to go</p> <p>22 through all of their bank records based on</p> <p>23 what does not seem, at this moment, to the</p> <p>24 Court, any more than a theoretical</p>
Page 31	<p>1 we then made payments pursuant to, which no</p> <p>2 one disputes. Was that improper between the</p> <p>3 revocable trust and the irrevocable trust?</p> <p>4 My clients don't -- that doesn't matter to</p> <p>5 the question before you on whether or not</p> <p>6 they're entitled to all of my clients'</p> <p>7 communications with their own bank. That</p> <p>8 agreement was -- they -- Mr. Butler attached</p> <p>9 that agreement to his response. No one</p> <p>10 disputes it. 2011 purchase agreement. We</p> <p>11 bought from the revocable trust. If that</p> <p>12 should have been the irrevocable trust, then</p> <p>13 Mister -- you know, the plaintiff can get</p> <p>14 discovery from the revocable trust. Again,</p> <p>15 nothing to do with the Doros -- you know, my</p> <p>16 clients, the buyers.</p> <p>17 What my client has at their bank,</p> <p>18 what charities they give to, has nothing to</p> <p>19 do with whether it should have been the</p> <p>20 revocable trust that sold or the irrevocable</p> <p>21 trust. Either way, we're giving money to</p> <p>22 the trust.</p> <p>23 THE COURT: Mr. Haerberle?</p> <p>24 MR. HAEBERLE: Judge, just because</p>	Page 33	<p>1 hypothetical that this could have happened</p> <p>2 in this world because it has happened in</p> <p>3 other worlds.</p> <p>4 And I'm not seeing the connection</p> <p>5 that leads you to conclude that it, in fact,</p> <p>6 did happen to such a degree that it ought</p> <p>7 to -- that the Court ought to weigh in favor</p> <p>8 of giving you access to documents which you</p> <p>9 wouldn't otherwise have. So help me get</p> <p>10 there, if you can.</p> <p>11 MR. HAEBERLE: Yes, Judge. So we</p> <p>12 have transactions between these parties, and</p> <p>13 there's no dispute that the Jack Finn</p> <p>14 Revocable and Irrevocable are related. We</p> <p>15 have assets going from the trust to the, you</p> <p>16 know, non-parties, who are moving to quash</p> <p>17 that, and that is the relationship --</p> <p>18 THE COURT: And that's the transaction</p> <p>19 relating to the sale of the asset that</p> <p>20 either was purchased from or purchased by</p> <p>21 the irrevocable, correct?</p> <p>22 MR. HAEBERLE: Correct.</p> <p>23 THE COURT: Okay.</p> <p>24 MR. HAEBERLE: That's the 2011</p>

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Page 34	<p>1 transaction.</p> <p>2 THE COURT: Right. And there is an</p> <p>3 agreement, there is a purchase price in</p> <p>4 there, and are you suggesting that the</p> <p>5 purchase price was below market value?</p> <p>6 MR. HAEBERLE: Judge, I don't know that.</p> <p>7 That's what I'm --</p> <p>8 THE COURT: Okay. So -- well, okay. Do</p> <p>9 you have a reasonable belief that it was</p> <p>10 below market value? What leads you to</p> <p>11 conclude that it was?</p> <p>12 MR. HAEBERLE: Judge, we don't know, so</p> <p>13 I can't say I have a reasonable belief of</p> <p>14 this. We're trying to figure out where the</p> <p>15 assets in the trust went.</p> <p>16 THE COURT: Hold on. Well, but we know,</p> <p>17 because there's a note relative to this</p> <p>18 transaction. There's a note, correct, and</p> <p>19 there are payments, correct?</p> <p>20 MR. HAEBERLE: There are, yes. We're</p> <p>21 trying to figure out where the other assets</p> <p>22 of the trust went. And so we have this</p> <p>23 single document --</p> <p>24 THE COURT: Hold on. What other assets</p>	Page 36	<p>1 nursing homes, and this is at Exhibit 1 to</p> <p>2 our affidavit, that are held by -- numerous</p> <p>3 homes held by the GPN and the Doros Trusts,</p> <p>4 which, as articulated in Paragraph 3 of our</p> <p>5 affidavit, were also created by Mr. Butler's</p> <p>6 grandfather.</p> <p>7 THE COURT: Yes, but how does that mean</p> <p>8 that he was the beneficiary of any of those?</p> <p>9 MR. HAEBERLE: Paragraph 4 details that</p> <p>10 the GPN was established to fund our</p> <p>11 upbringing, and the Doros created as a</p> <p>12 subtrust for tax purposes to benefit my</p> <p>13 sister and me. The Jack Finn trust was set</p> <p>14 up concurrently as a custodial entity to</p> <p>15 manage these assets. So --</p> <p>16 THE COURT: Okay. But that doesn't</p> <p>17 mean --</p> <p>18 MR. HAEBERLE: And we know there were</p> <p>19 subtrusts for tax purposes, the GPN and</p> <p>20 Doros.</p> <p>21 THE COURT: All of those are in -- all</p> <p>22 of those statements are in the trust</p> <p>23 agreements, right?</p> <p>24 MR. HAEBERLE: The -- no. The</p>
Page 35	<p>1 are we looking for?</p> <p>2 MR. HAEBERLE: There were numerous other</p> <p>3 nursing homes and assets that were held by</p> <p>4 the -- by Jack Finn's trust. So it started</p> <p>5 out -- it --</p> <p>6 THE COURT: Which trust were they held</p> <p>7 by?</p> <p>8 MR. HAEBERLE: The other assets were</p> <p>9 held by -- Judge, I know that they had --</p> <p>10 Sheridan and Lake Cook Terrace were the</p> <p>11 other two properties, at least initially,</p> <p>12 and I don't know specifically which trust</p> <p>13 those were held by.</p> <p>14 THE COURT: Well, what makes you think</p> <p>15 they would be held by Mr. Callahan's client?</p> <p>16 MR. HAEBERLE: Well, they were held by</p> <p>17 the -- they were held -- so those were held</p> <p>18 by the irrevocable trust, I believe,</p> <p>19 according to my client. And the issue</p> <p>20 becomes, then, that we have -- as we note in</p> <p>21 the nursing home documents, right, that we</p> <p>22 have attached, we show that these are now</p> <p>23 Doros Trust related.</p> <p>24 And if you can see the numerous</p>	Page 37	<p>1 statements about how it's funded?</p> <p>2 THE COURT: Mm-hmm. You said that --</p> <p>3 MR. HAEBERLE: I don't --</p> <p>4 THE COURT: -- your client is the</p> <p>5 beneficiary and why and how they were</p> <p>6 established.</p> <p>7 MR. HAEBERLE: I don't believe those are</p> <p>8 in the trust agreement. I mean, how they</p> <p>9 were established in the sense of dates and</p> <p>10 the like presumably are, but that is based</p> <p>11 on the family -- the correspondence with</p> <p>12 his -- Mr. Butler's family.</p> <p>13 THE COURT: And there's a designation</p> <p>14 that Mr. Butler is the beneficiary, similar</p> <p>15 to the trust document?</p> <p>16 MR. HAEBERLE: I have not seen the GPN</p> <p>17 or Doros Trust documents, to my knowledge.</p> <p>18 THE COURT: Mr. Callahan?</p> <p>19 MR. CALLAHAN: Yes. I mean, Your Honor,</p> <p>20 no one has saw those trust documents in the</p> <p>21 1980's, like Mr. Butler says, because those</p> <p>22 trusts didn't exist. We've submitted the</p> <p>23 affidavit by Mr. Harris, the lawyer at</p> <p>24 Katten who created the trusts in 2008 and</p>

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Page 38	<p>1 2012. He identified who he created them                  2 for. He swore, under oath, that they have                  3 nothing to do with Mr. Butler's grandfather                  4 or Mr. Butler. And so this is -- this is                  5 literally -- if this -- if they're -- if the                  6 plaintiff is entitled to discovery here,                  7 then the new standard is anyone can -- in                  8 any case anyone can serve a subpoena and say                  9 no matter -- even if I have no evidence, I                  10 think Jeff Bezos, from Amazon, his wealth                  11 was based on something with my family, and I                  12 want all of his personal financial                  13 documents, his financial planning, all of                  14 his correspondence with his bank, and it                  15 doesn't matter if all the evidence is to the                  16 contrary, I need to see those documents to                  17 be -- to have it disproven otherwise, that's                  18 literally what plaintiff is asking for.                  19 We have an affidavit from the                  20 lawyer who created these trusts in 2008 and                  21 2012, and plaintiff's response is, well,                  22 Mr. Butler thinks, based on a conversation                  23 with someone, that they were actually                  24 created in the 1980's, so I should get all</p>	Page 40	<p>1 before then. I don't think there's anything                  2 further needed other than, you know, we've                  3 got the date set so...                  4 THE COURT: Okay. All right.                  5 All right. Then thank you,                  6 gentlemen. That will be the order.                  7 MR. HAEBERLE: Thank you, Your Honor.                  8 (Proceedings concluded at                  9 11:32 a.m.)                  10                  11                  12                  13                  14                  15                  16                  17                  18                  19                  20                  21                  22                  23                  24</p>
Page 39	<p>1 of this family's communications with their                  2 banks and who they give charities to and all                  3 of their -- at their -- where they do their                  4 private banking and all of their                  5 correspondence with their private banker.                  6 That's what they're asking for.                  7 THE COURT: All right. Mr. Haeberle,                  8 anything else?                  9 MR. HAEBERLE: I have nothing further,                  10 Your Honor.                  11 THE COURT: All right. The Court is                  12 going to grant the motion to quash the                  13 subpoena without prejudice.                  14 If, Mr. Haeberle, you, in the                  15 future, come up with something more                  16 persuasive relative to the bank's -- this --                  17 these interests, then the Court will hear                  18 it. But, at the moment, the Court is going                  19 to grant the motion to quash.                  20 All right. I guess we'll have a                  21 status. Where are we, otherwise, on the                  22 case?                  23 MR. HAEBERLE: Judge, we have a trial                  24 set in the fall, and we've got discovery</p>	Page 41	<p>1 STATE OF ILLINOIS )                  ) SS:                  2 COUNTY OF COOK )                  3                  4                  5 Sharon A. O'Donnell, Certified Shorthand                  6 Reporter, state that I am a shorthand reporter                  7 doing business in the State of Illinois; that I                  8 reported in shorthand the proceedings of said                  9 hearing, and that the foregoing is a true and                  10 correct transcript of my shorthand notes so taken                  11 as aforesaid and contains the proceedings given                  12 at said hearing.                  13                  14                  15                   Sharon A. O'Donnell                  CSR #084-002782                  16                  17                  18                  19                  20                  21                  22                  23                  24</p>

# EXHIBIT I

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION

RAYMOND E. BUTLER II, )  
 )  
 Plaintiff, )  
 v. )  
 )  
 ILLANA EDDI and ELY EDDI, individually and )  
 as Trustees of the Jack Finn Irrevocable Trust, )  
 )  
 Defendants. )  
 )

Case No. 22 CH 675

**ORDER**

This matter came to be heard on July 2, 2025 on (1) Plaintiff's Motion to Disqualify Opposing Counsel, (2) Plaintiff's Motion to Compel Compliance with Third-Party Subpoena, (3) Plaintiff's Petition for Rule to Show Cause, (4) Plaintiff's Motion to Reconsider Order Quashing Subpoenas, (5), non-parties Avrum Rajchenbach, Rivka Rajchenbach, and Ahuva Shabat's Motion to Quash Subpoenas, and (6) Canadian Imperial Bank of Commerce's Motion to Quash Subpoena.

Katherine A. London appeared as attorney for Raymond Butler. Jeffrey K. Gutman appeared on behalf of the Defendants. Attorney Nicholas Callahan appeared for non-parties Avrum Rajchenbach, Rivka Rajchenbach, and Ahuva Shabat. John Rhoades appeared for Canadian Imperial Bank of Commerce for the limited purpose of moving to quash the subpoena to Canadian Imperial Bank of Commerce. e.

It Is Hereby Ordered:

- (1) The matter is entered and continued for hearing and case management August 1, 2025 at 10:00am.
- (2) Plaintiff's Petition for Rule to Show Cause and defendant's motion to strike that petition are continued for hearing August 1, 2025 at 10:00 am via Zoom.
- (3) Plaintiff's Motion for Reconsideration of the Court's April 11 order is denied.
- (4) Plaintiff is granted leave to file a Reply in support of Motion to Disqualify Opposing Counsel. Court ruling on that motion is set for August 1, 2025.
- (5) Plaintiff's Motion to Compel Compliance with Third Party Subpoena is denied, and Canadian Imperial Bank of Commerce's Motion to Quash Subpoena is granted. Plaintiff is granted leave for 28 days to properly serve Canadian Imperial Bank of Commerce in Canada in accordance with applicable law.
- (6) Non-parties Avrum Rajchenbach, Rivka Rajchenbach, and Ahuva Shabat's Motion to Quash Deposition Subpoenas is granted.

ENTERED

ENTERED

Associate Judge Allen Price Walker-2071

DATE 03 2025

MARIYANA I. SPYKROPOULOS  
CLERK OF THE CIRCUIT COURT  
OF COOK COUNTY, IL

Prepared By:

Katherine A. London  
Atty No. 102500  
100 Illinois St. Suite 200  
St. Charles, IL. 60175  
630-507-9998  
klondon@kmflaw.com

# EXHIBIT J

**Rhoades, John**

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**From:** Rhoades, John  
**Sent:** Monday, July 21, 2025 4:21 PM  
**To:** Katherine London; Racine Miller  
**Cc:** Rhoades, John  
**Subject:** Violation of Protective Order // Butler v Eddi et al., Northern District of Illinois Case No. 1:25-cv-04443

Dear Kate and Racine,

Your client, Raymond Butler, violated the federal protective order in the above-captioned case this morning by sending a text message to a CIBC Bank USA employee.

As you know, the protective order provides in relevant part as follows:

In addition, the Court hereby orders that Plaintiff Butler 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.

On June 9, 2025, the U.S. District Court for the Northern District of Illinois modified the protective order to allow Illinois counsel to make the same communications as Michigan counsel but otherwise ruled that “the protective order remains unmodified and in effect.”

Please confirm in writing by COB tomorrow that your client will comply with the federal court’s orders and refrain from any further direct contact with CIBC Bank USA employees.

Thanks,  
John

# **EXHIBIT K**

Canadian Imperial Bank of Commerce  
c/o John Rhoades, Esq.

SENT BY EMAIL ONLY  
[JRhoades@dykema.com](mailto:JRhoades@dykema.com)

**Demand for Production of Trust Records and Accounting Under Fed. R. Evid. 408**

**Re: Jack Finn Irrevocable Trust, GPN Family Trust, and Doros Generation Trust  
Cook County Chancery Case No. 2022 CH 675 // NDIL Case No. 1:25-cv-04443  
Demand for Certified Trust Documents and Accounting Pursuant to Fed. R. Evid. 408**

To Whom It May Concern:

We represent Raymond E. Butler II, a beneficiary of the Jack Finn Irrevocable Trust, the GPN Family Trust, and the Doros Generation Trust (collectively, the "Trusts"). We write concerning your continued refusal to produce trust records to which our client is legally entitled.

Mr. Butler is currently seeking an accounting in Case No. 2022 CH 675 in the Circuit Court of Cook County and is a named plaintiff in a pending civil RICO action in the U.S. District Court for the Northern District of Illinois, Case No. 1:25-cv-04443. CIBC is not a named defendant or witness in either action at this time. Further, CIBC has explicitly disclaimed any involvement in the Illinois disputes.

Despite more than two years of ongoing efforts - beginning with formal requests and extending through multiple subpoenas - CIBC Bank USA continues to stonewall production of original trust instruments, amendments, restatements, and relevant accounting records. CIBC's conduct has been marked by:

- Inconsistent statements from its internal staff and external counsel, including conflicting instructions from Lauren Barney, Julie O'Connor, and Philippe Simao as to whether service on CIBC Canada could be accepted by U.S. counsel;
- A claim from Dykema Gossett that CIBC has no records of our client - despite the fact that the request concerns trust assets and accountings where Mr. Butler is a beneficiary, not a named account holder;
- Misleading and inaccurate accusations of harassment by Mr. Butler that were recycled into filings used to support a federal protective order now understood to be based on false factual premises.

In particular, your institution's claim that Mr. Butler engaged in harassment is both false and defamatory. Following his December 30, 2024, visit to the Milwaukee branch to request documents, CIBC called Mr. Butler twice, including an incoming call at 2:01 PM. Mr. Butler's returned calls were not answered. Upon information and belief, Mr. Butler's interactions were lawful, respectful, and solely for the purpose of exercising his legal rights. Even more, your December 31, 2024 letter contained inaccurate allegations that were cited by defense counsel in seeking a protective order in the federal action - an order that is now subject to challenge due to your misrepresentations and new evidence coming to light during our offices' investigations.

Please be advised Mr. Butler is currently preparing litigation against CIBC and affiliated entities for fraud, tortious interference with trust rights, and breach of fiduciary duty. Your refusal to

comply with lawful subpoenas - while maintaining trust assets and communications that implicate fiduciary obligations - exposes your client(s) to considerable liability. CIBC and its affiliated entities cannot simultaneously claim to be uninvolved and also act as custodian of trust property. Mr. Butler is not precluded from seeking to discuss potential litigation with non-party entities in his current litigation matters in an effort to legitimately avoid litigation and resolve his dispute with CIBC.

Accordingly, we hereby demand that you immediately produce the following:

1. Certified and complete copies of all documents related to the Jack Finn Irrevocable Trust, the GPN Family Trust, and the Doros Generation Trust, including original instruments, all amendments, restatements, and executed signature pages - regardless of account name or signer; and
2. A complete, certified, and verifiable accounting of all assets, transactions, distributions, and disbursements for each of the above-referenced trusts from inception to present.

These materials must be delivered digitally, via email or secure upload, no later than 5:00 PM CST on Friday, July 25, 2025. Mr. Butler is, understandably, undesirable of further delay from CIBC.

If you assert that clearance from CIBC Canada is required, we expect that clearance to be completed within this period - as we understand the relevant records have already been reviewed and prepared internally.

Should you fail to comply, we are prepared to immediately initiate legal action in the appropriate venue(s), and to pursue additional regulatory remedies including complaints to the FTC, CFTC, SEC, and the Illinois Department of Financial and Professional Regulation and/or other appropriate entities. The sale of The Private Bank to CIBC and your ongoing Chicago-based operations cannot wash away liability for misconduct as corporate trustee tied to fiduciary trust duties and obstruction of beneficiary access.

Please direct your response, as well as delivery of the requested materials, to the undersigned at the contact information below. This letter is sent pursuant to Fed. R. Evid. 408 (and any state equivalents) in anticipation and without waiver of any rights or remedies, all of which are expressly reserved. Relevant exhibits are enclosed, also pursuant to Fed. R. Evid. 408 protections.

Regards,



Katherine London, Esq.  
[klondon@kmflaw.com](mailto:klondon@kmflaw.com)



Racine M. Miller, Esq.  
[racine@themichiganlawfirm.com](mailto:racine@themichiganlawfirm.com)

CC: Raymond E. Butler, II  
Kevin Connor, Esq. ([kconnor@dykema.com](mailto:kconnor@dykema.com))

# **EXHIBIT L**

## Rhoades, John

---

**From:** Katherine London <klondon@kmflaw.com>  
**Sent:** Tuesday, July 29, 2025 11:57 AM  
**To:** Rhoades, John  
**Cc:** Connor, Kevin  
**Subject:** Re: Checking in

**CAUTION: External Sender**


Verify sender before opening links or files

Report Suspicious

John,  
It's obvious you don't understand this case. We will file our complaint.

Kate



**Katherine A. London** 

**KMFL Law**  
(630) 507-9998  
KLondon@KMFLLaw.com  
ARDC # 6345920

On Tue, Jul 29, 2025 at 10:26 AM Rhoades, John <[JRhoades@dykema.com](mailto:JRhoades@dykema.com)> wrote:

Hi Kate,

We offered to accept service of six subpoenas last week if you would agree to a two-week response deadline, but we still haven't heard back from you.

- You haven't responded to my July 18 email (attached) asking if you will send corrected subpoenas to CIBC Bancorp USA Inc. and CIBC World Markets Corp. and you haven't sent corrected subpoenas to those entities.
- You also haven't responded to my July 22 email (attached) in which we advised that—if you agree to two weeks for a response—we could accept service of subpoenas to (1) CIBC USA Holdings, (2) CIBC Private Wealth Group, LLC, (3) CIBC National Trust Co., and (4) CIBC Delaware Trust Company, along with corrected subpoenas to “CIBC Bancorp USA Inc.” and “CIBC World Markets Corp.” if you send us corrected subpoenas to those two entities.

To be clear, we are offering to accept service of these six unserved subpoenas if you agree to a two-week response deadline from today and correct the two subpoenas noted above. Would you like us to accept service of the subpoenas under these conditions? If so, please let us know and send the two corrected subpoenas noted above. This offer to accept service will be revoked at 5pm CT today. If you choose not to accept this offer, please provide certificates of service for any subpoenas to CIBC affiliates that you serve or have served.

It is concerning that you have refused to confirm, as requested in my July 21 email, that your client will comply with the federal protective order he violated last week when he directly contacted CIBC Bank USA. Your undated letter received on July 22 indicates that you condone your client's direct contact with CIBC USA, which clearly violates the order.

With regard to your request in your email below to “comply” and your demand for documents in your July 22 letter, as previously advised, a bank is not legally permitted to provide someone with access to accounts over which that person has no legal ownership or other documented interest or authority. Your client does not have ownership of any accounts at CIBC Bank USA and you have not provided any documentation indicating that he does. Please provide the legal and factual basis for your demand. As you know, we fully responded to your subpoena to CIBC Bank USA on June 13.

Best regards,

John

**John F. Rhoades**  
Member

D 313-568-6628 ▪ M 313-580-4766  
JRhoades@dykema.com ▪ dykema.com

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400 Renaissance Center  
Detroit, Michigan 48243

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**From:** Katherine London <[klondon@kmflaw.com](mailto:klondon@kmflaw.com)>  
**Sent:** Tuesday, July 29, 2025 10:07 AM  
**To:** Rhoades, John <[JRhoades@dykema.com](mailto:JRhoades@dykema.com)>  
**Subject:** Checking in

John,

Per stips on our demand letter we will be filing a complaint in Federal court. Advise if your client intends to comply.

Kate



**Katherine A. London** 

**KMFL Law**  
(630) 507-9998

KLondon@KMFLLaw.com  
ARDC # 6345920