

***From the Desk of: Gordon Wayne Watts***

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Date: Thursday, 08 October 2015

**Thank you, once again, for your response here.** Before I reply on the merits of the issue, I wish to address two points in your response. It would appear that you made a couple of typos: **First**, your enclosure has a response from Attorney Joseph Younes, not Attorney Paul Leslie Shelton, whom you reference. **Secondly**, in comparing the case number in *your* response with that provided in *Mr. Younes'* response, it would appear that there are two (2) different case numbers assigned to my complaint: It would appear that **2015-IN-03387** refers to Mr. Younes' case, and that **2015-IN-03388** refers to Mr. Shelton's case. If my inference, here, are correct, then both investigations can be assigned properly without any confusion.

Next, however, I shall take you up on your offer to reply to Mr. Younes' response and/or provide additional information and/or documents for your consideration and evaluation. Mr. Younes' response is partly true and partly false. I shall address each one of his points, one-by-one, starting from the very top of the reply –and working down, in order:

First, I notice his law partner, who is of counsel, in his letterhead, is deceased: Atty. Habib S. Younes, Esq. has exactly the same last name, which I infer is not by coincidence: This is obviously his father or other close relative.

**Before I say anything about my own complaint, I should extend my deepest condolences to Joseph for his loss.** → **Joseph, I am sorry for your loss**, and even tho you and I have some fundamental disagreements, I do not wish to cause you any additional grief or add to the pain that you and your family are –and have been –surely experiencing. In fact, if, in the unlikely (but non-zero) chance that you, *yourself*, become homeless in the process of these ongoing matters, I will do everything within my power to help you find a place to stay.

These are not mere words: In fact, when I, *myself*, was a mere financially-challenged, poor college student, I took in three (3) homeless individuals: a visiting missionary couple for the night (to save them hotel costs) and a fellow-student (who could not afford the on-campus dormitory housing rental).

**Next, I notice that Mr. Younes used a FAX transmission** to communicate with the IARDC. While I am open to new options, I don't presently have the technology to send or receive FAX transmissions without great financial cost to myself. Anyone can (usually) effect communication by the other 'traditional' means: Home and Cell Telephone, E-mail, postal mail, UPS, FedEx, and/or *in persona* visits. My home number has a much more clear connection (and more 'minutes') than my cell phone, which is a backup. Also, for your convenience (and the convenience of others here), I hope to post copies of the legal filings to my personal website. (Some are already posted for your convenience, but sometimes there is a delay in updating with new docs. Some contact data is on my official websites.)

Now, to address – and reply to – Mr. Younes' response, above: First, he claims: **“In response, I have no idea as to what is being claimed or investigated.”** I find that response very disingenuous! Mr. Younes is not stupid or uneducated. He is fully aware of the complaints that I lodged against him (*and Mr. Shelton, Ms. Rhone, and others*) in my court filings of *GMAC v. Daniggelis*, 2007-CH-29738 (where Younes was a fellow-defendant along with Daniggelis) as well as *Younes v. Daniggelis*, 2014-M1-701473 (where Younes was the plaintiff, suing Daniggelis for the house and property in question), before the Chancery and Civil divisions of the Cook County trial court, respectively. **He can NOT claim ignorance – with a straight face!**

In fact, take a look, below, for proof that I really did serve him copies of the pleadings. Mr. Younes was – and is – fully aware of my various complaints that he broke the law, and was not caught initially – simply because both Atty. Benji Phillips and Atty. Andjelko Galic, the victim's attorneys, failed to bring to the court's attention that the two different Warranty Deeds have exactly the same signature, which we all know can not be by coincidence: The latter signature is obviously a photocopy, and thus a forgery, and of course, felony fraud. This was not my only complaint but it was a chief complaint. Another obvious fraud was the fact that Younes got the house without any payment, and not only is lack of consideration “legally” sufficient to void any sale contract – even were it otherwise valid (it is not due to the forgery), moreover, it is “morally” reprehensible to steal not only the old man's only home, but also steal the hundreds of thousands of dollars of equity – making the 76-year old elderly gentlemen homeless in the process.

I served all parties – and their attorneys – by multiple methods, as indicated in the Certificate of Service. Younes is being less than honest when he claims ignorance here. See e.g., just some of the proofs of delivery, below.

Sources: <https://www.FedEx.com/apps/fedextrack/?tracknumbers=781090134892>  
 and: [http://GordonWatts.com/MortgageFraud-Court-Filings/Mon03Aug2015-FedEx-and-USPS-Tracking/Younes-Mon03Aug2015-FedEx\\_POD.pdf](http://GordonWatts.com/MortgageFraud-Court-Filings/Mon03Aug2015-FedEx-and-USPS-Tracking/Younes-Mon03Aug2015-FedEx_POD.pdf)  
 and: [http://GordonWayneWatts.com/MortgageFraud-Court-Filings/Mon03Aug2015-FedEx-and-USPS-Tracking/Younes-Mon03Aug2015-FedEx\\_POD.pdf](http://GordonWayneWatts.com/MortgageFraud-Court-Filings/Mon03Aug2015-FedEx-and-USPS-Tracking/Younes-Mon03Aug2015-FedEx_POD.pdf)  
 Cf: [www.GordonWatts.com/MortgageFraud-Court-Filings/Service-Delivery-Details.pdf](http://www.GordonWatts.com/MortgageFraud-Court-Filings/Service-Delivery-Details.pdf)  
[www.GordonWayneWatts.com/MortgageFraud-Court-Filings/Service-Delivery-Details.pdf](http://www.GordonWayneWatts.com/MortgageFraud-Court-Filings/Service-Delivery-Details.pdf)

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August 31, 2015

Dear Customer:

The following is the proof-of-delivery for tracking number **781090134892**.

**Delivery Information:**

<b>Status:</b>	Delivered	<b>Delivery location:</b>	2625 W FARWELL AVE Chicago, IL 60645
<b>Signed for by:</b>	Signature not required	<b>Delivery date:</b>	Aug 11, 2015 10:10
<b>Service type:</b>	FedEx Ground		
<b>Special Handling:</b>			

NO SIGNATURE REQUIRED  
 Proof-of-delivery details appear below; however, no signature is available for this FedEx Ground shipment because a signature was not required.

**Shipping Information:**

<b>Tracking number:</b>	781090134892	<b>Ship date:</b>	Aug 4, 2015
		<b>Weight:</b>	0.8 lbs/0.4 kg

**Recipient:**  
 Joseph Younes Law Offices  
 Joseph Younes Law Offices  
 120 W Madison ST STE 1405  
 Chicago, IL 60602 US

**Shipper:**  
 Gordon Watts  
 Gordon Watts  
 821 ALICIA RD  
 LAKELAND, FL 33801 US

Thank you for choosing FedEx.

Sources: <https://www.FedEx.com/apps/fedextrack/?tracknumbers=781161195905>  
 and: [http://GordonWatts.com/MortgageFraud-Court-Filings/Sun16Aug2015-FedEx-and-USPS-Tracking/Younes-Sun16Aug2015-FedEx\\_POD.pdf](http://GordonWatts.com/MortgageFraud-Court-Filings/Sun16Aug2015-FedEx-and-USPS-Tracking/Younes-Sun16Aug2015-FedEx_POD.pdf)  
 and: [http://GordonWayneWatts.com/MortgageFraud-Court-Filings/Sun16Aug2015-FedEx-and-USPS-Tracking/Younes-Sun16Aug2015-FedEx\\_POD.pdf](http://GordonWayneWatts.com/MortgageFraud-Court-Filings/Sun16Aug2015-FedEx-and-USPS-Tracking/Younes-Sun16Aug2015-FedEx_POD.pdf)  
 Cf: [www.GordonWatts.com/MortgageFraud-Court-Filings/Service-Delivery-Details.pdf](http://www.GordonWatts.com/MortgageFraud-Court-Filings/Service-Delivery-Details.pdf)  
[www.GordonWayneWatts.com/MortgageFraud-Court-Filings/Service-Delivery-Details.pdf](http://www.GordonWayneWatts.com/MortgageFraud-Court-Filings/Service-Delivery-Details.pdf)

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August 31, 2015

Dear Customer:

The following is the proof-of-delivery for tracking number **781161195905**.

**Delivery Information:**

<b>Status:</b>	Delivered	<b>Delivery location:</b>	166 W WASHINGTON ST STE 600 Chicago, IL 60602
<b>Signed for by:</b>	Signature on File	<b>Delivery date:</b>	Aug 21, 2015 15:18
<b>Service type:</b>	FedEx Ground		
<b>Special Handling:</b>			

NO SIGNATURE REQUIRED  
 Proof-of-delivery details appear below; however, no signature is available for this FedEx Ground shipment because a signature was not required.

**Shipping Information:**

<b>Tracking number:</b>	781161195905	<b>Ship date:</b>	Aug 18, 2015
		<b>Weight:</b>	1.9 lbs/0.9 kg

**Recipient:**  
 Joseph Younes Law Office  
 Joseph Younes Law Office  
 120 W MADISON ST STE 1405  
 CHICAGO, IL 60602 US

**Shipper:**  
 Gordon Wayne Watts  
 Gordon Wayne Watts  
 821 ALICIA RD  
 LAKELAND, FL 33801 US

Thank you for choosing FedEx.

Source: <https://www.FedEx.com/apps/fedextrack/?tracknumbers=781310879740>



September 18, 2015

Dear Customer:

The following is the proof-of-delivery for tracking number **781310879740**.

**Delivery Information:**

Status:	Delivered	Delivery location:	166 W WASHINGTON ST STE 600 Chicago, IL 60602
Signed for by:	KKEN	Delivery date:	Sep 16, 2015 15:41
Service type:	FedEx Ground		
Special Handling:			

K. KEN  
#51, 15:40, 1 Del, 0 NonDel

**Shipping Information:**

Tracking number:	781310879740	Ship date:	Sep 10, 2015
		Weight:	1.6 lbs/0.7 kg

Recipient:  
Joseph Younes Law Offices  
Joseph Younes Law Offices  
120 W Madison St STE 1405  
Chicago, IL 60602 US

Shipper:  
Gordon Watts  
Gordon Watts  
821 ALICIA RD  
LAKELAND, FL 33801 US

Thank you for choosing FedEx.

Next, Younes says: “**At no time did I ever have any dealings with Gordon Watts.**” This statement, more-or-less, is basically correct. However, there were 2 notable exceptions:

**First off**, of course, I served him my court pleadings, in which I accused him of gross wrongdoing. **Secondly**, I called him on the phone (and I'm sure he will verify my claim here), apologising because, in my mind, he appeared to have “fallen into the wrong crowd,” and I felt bad that it took me over a year to properly notify him of the fact that I had documentation that verified the “tall tales” that Daniggelis had told me re: forgery.

You see, Rita, at that time, I saw Atty. Paul Shelton's involvement, and knowing his discipline and disbarment of his realtor's license (before the IDFPR), and knowing that he also has another complaint (besides mine) before the IARDC, and, given the weight of the evidence, I thought that he was the “mastermind” and had led astray Mr. Younes, who, while profiting from these proceedings, might well have been “otherwise” innocent.

Also, Daniggelis told me some positive things about Younes, and, being an honest (even if imperfect) person, I not only included them in my legal filings, but I also seriously considered that perhaps Younes was not criminally guilty of anything more than an accessory after the fact, and, for that reason, I called him to apologise for my slackness and delay in notifying him of these matters with documentation sufficient to verify my claims. (My delay was due to the slowness of the court's granting of my public records request.)

Mr. Younes, when I called and asked if I got Atty. Younes, said “that would be me,” and I proceeded to apologise. Then, he replied something along the lines of: “don't ever call me again.” I responded something along the lines of: “oh, *really*? But, if you don't want me to contact you, I shall not.” I'm sure Younes can verify my recollection of events. **But, basically, his statement above is correct.**

Then, Younes, in his response to you, goes on to say: “**Apparently Mr. Watts has somehow attempted to embed himself in litigation involving a cloud on the title on a piece of property that I purchased at arm's length from Richard Daniggelis.**” This statement, here, Rita, is a mixture of truth and falsehood. Let address each part, in turn:

First off, yes, he is correct in claiming that I “attempted to embed” myself in this litigation. (This would be obvious to a blind person!) Of course, it is also true that you, *yourself*, are “embedding” yourself in this matter, and it would *also* be true to claim that a police officer arresting a bank robber would be “embedding” himself/herself in the **robbery attempt** – and that a Good Samaritan who saw a person being mugged or attacked would be “embedding” himself in the mugging if he/she attempted to intervene and save the person -or call 911. (In this, latter, analogy, I am analogous to the Good Samaritan, insofar as I am exercising my Redress and Due Process rights to notify the proper authorities.) However, the balance of his statement is legally incorrect – and he knows that, I suspect.

There was, indeed, a cloud on the title, as he claims, above, due to Daniggelis' effecting an affidavit of forgery to both the Cook County Recorder's Office, as well as (with the help of an attorney) to The Court (as I document in the Exhibits of my own filings).

That much was true; *however*, Younes goes on to claim that this was a “**piece of property that I purchased at arm's length from Richard Daniggelis.**”

I'm sure you remember LAW 101, in which **the definition of an “At Arm's Length” Transaction was given:** “adj. the description of an agreement made by two parties freely and independently of each other, **and without some special relationship**, such as being a relative, **having another deal on the side or one party having complete control of the other.**” Source: <http://Legal-Dictionary.TheFreeDictionary.com/arm's+length> This means that the purchase and transaction is: “1: a distance discouraging personal contact or familiarity,” and that “2: the condition or fact that the parties to a transaction are independent and on an equal footing.” Source: <http://www.Merriam-Webster.com/dictionary/arm's%20length> [Underline bold added for clarity; not in original]

(Of course, since Younes entered an appearance for Daniggelis in *Deutch Bank v. Daniggelis*, 2004-CH-10851, there *was* both 'control' and a 'special relationship'.)

When an “At Arm's Length” transaction is made, there *are* no 'conflicting' factors, and it is likely that the sale price will be at the “Fair Market Value”: <http://www.Investopedia.com/video/play/arms-length-transaction/>

**The opposite of this is an “Arm in Arm” transaction:** “A transaction in which the two parties somehow *do* have an interest in helping each other, such as a transaction between family or friends, is called an *arm-in-arm transaction*. **This is much less likely to produce a sale price that is fair market value**, because one party may give favorable terms to the other.” Cf: *Ibid.* (Bold and underline added for emphasis; italics in original)

See also: <http://www.BusinessDictionary.com/definition/arm-s-length-transaction.html> and: <http://TheLawDictionary.org/armslength-transaction/>

Now, by now, I'm sure you've scanned the legal landscape, Rita, and verified my claims that Daniggelis received **no** consideration (payment) for his property or house. (And, it *is* 'his' in true fact, whether or not legal fiction is made the law of the case.) In fact, I'm sure that **no one** – on *either* side – disputes the claims that Daniggelis never received any payment – whatsoever – for this “sale.” So, besides being an “illegal” transaction (one that lacks 'consideration'), and an “immoral” one (for obvious reasons), Younes is **also** knowingly *lying* to you here: This is **not** an “arm's length transaction” if for no other reason than that the sale price (which was ZERO) was clearly and obviously **not** a 'Fair Market' value for a huge home with hundreds of thousands of dollars of equity in it (not to mention the 'intangible' market value from the prospects that Daniggelis could have rented out one – or more – of the rooms – had there not been a cloud on the title, which scared away any actual renters, other than an occasional transient or freeloader).

Next, Younes, in his response to you, goes on to say: **“Mr. Watts had nothing to do with the underlying transaction or subsequent litigation, to the best of my knowledge.”**

Well, this is *partly*-true, Rita: I did not, indeed, have *anything* to do with the “underlying transaction” (other than, after the fact, to learn of the forgery – and then have to wait over a year for the release of court records to verify this claim).

However, I am *heavily* involved in the “subsequent litigation,” as a pull of the court records will show. (Oddly-enough, their online docket lists me as “pro se,” when it does list me at all, so I am not listed by name, but I am, indeed, heavily involved in the “subsequent litigation,” as *all* know, and thus Younes is being “less than forthright” in his claim here. I'm not sure what he's hoping to accomplish by these myriads of misleading legal fictions??)

Then, Younes states that: **“On May 15, 2014, the Honorable Judge Michael F. Otto, resolved all issues between myself and the seller. A copy of the Memorandum of Judgment is attached for your review.”**

This, *technically*, is true – well, *partly*, anyhow: Judge Otto did, *indeed*, rule on this matter – and Younes did, *indeed*, attach a copy of that ruling for your review. However, this ruling, most assuredly, **did not** “resolve” *any* of the issues between Younes and Daniggelis – any more than the United States Supreme Court “resolved” all the issues between Blacks and Whites in its famous (infamous) holding – in the which a 7-2 supermajority of America's highest court, not too long ago, held that “[T]he negro might justly and lawfully be reduced to slavery for his benefit.” Chief Justice Roger B. Taney, writing for the Court. *Dred Scott v. John F. Sanford*, 15 L.Ed. 691; 19 How. 393; 60 US 393 at 407.(US 1857).

Lastly, Younes tells you that: **“If I can be of any further assistance, please do not hesitate to contact me.”** I find this claim to be disingenuous for what may (or may not) be a counter-intuitive (but actually correct) reason. If you don't figure it out, here is why I feel this way: My elders and mentors have taught me that, if you have a dispute with a person, you should go to them privately first, and not involve others, so as to keep things discrete and avoid embarrassment and the like. Now, I do admit that I filed in court before I contacted Younes, directly, but contact him, I did. While I have spoken by phone with a number of attorneys (including Paul Shelton, who called me to discuss a few matters, and including both of Younes' attorneys, King and a prior attorney, Perry Perleman, regarding whether they were still involved in the case –and needed to be served pleadings by USPS or FedEx means), only one attorney was rude to me: That would be Mr. Younes.

To be clear, both Peter King and Paul Shelton did not see “eye to eye” with me on all issues, but neither of them was rude to me, nor did they warn me to never contact them again. (And, I would hope that I, likewise, was not rue to any of them – no, not even Mr. Younes.)



So, in conclusion, I do not wish any harm or offense towards Mr. Younes. All that I said in the inception of my letter was (and is) correct. However, he probably has a place to live – if not several homes. Younes does NOT need to steal an elderly man's home – in like manner was done with Lessie Towns, the famous mortgage fraud victim involved in the case in which Mr. Shelton lost his realtor's license. Even former IL governor, Pat Quinn, got involved, *remember?*

<http://www.idfpr.com/news/newsrsls/05132009MortgageFraudScheme.asp>

Cf: <http://abclocal.go.com/story?section=news/local&id=7799653>

and: [http://articles.chicagotribune.com/2009-05-10/news/0905090103\\_1\\_trust-bungalow-house-payments](http://articles.chicagotribune.com/2009-05-10/news/0905090103_1_trust-bungalow-house-payments)

Cf: <http://GordonWatts.com/MortgageFraud-Court-Filings/>

and: <http://GordonWayneWatts.com/MortgageFraud-Court-Filings/>

and: [www.GordonWatts.com/MortgageFraud-PublicRecords-Docs/archive-of-cached-press-coverage.pdf](http://www.GordonWatts.com/MortgageFraud-PublicRecords-Docs/archive-of-cached-press-coverage.pdf)

and: [www.GordonWayneWatts.com/MortgageFraud-PublicRecords-Docs/archive-of-cached-press-coverage.pdf](http://www.GordonWayneWatts.com/MortgageFraud-PublicRecords-Docs/archive-of-cached-press-coverage.pdf)

However, Mr. Daniggelis' case is worse than Ms. Town's case – for two (2) reasons: **First off**, while Towns *did*, in fact, sign away her house (even if through coercion, and the like), Daniggelis was smart enough to attach stipulations to the contract – which fell through – prompting somebody (we don't know) to, then, forge his signature. (Towns' signature was never forged: She actually did fall for the mortgage-rescue scheme!) **Secondly**, Towns never became homeless and living on the street as was Daniggelis. So, if ONE governor visited with Ms. Towns in her back yard, Daniggelis is deserving of 2 or 3 governors' visits! (And, of course, justice here.)

This brings me up top my last point: You recall I lodged complaints against Shelton as well as Younes. I notice that Shelton didn't reply – and while I'd appreciate his input on these matters, most of them can be resolved without his assistance, I think.

**After careful review, it would appear that Atty. Paul L. Shelton may not be guilty of some or all of the crimes in question.** Here are some new findings I have discovered: As far as I can tell, Younes stood to gain financially from the transaction in question, but I don't see any money-trail wherein Shelton profited or benefited from the mortgage fraud that occurred with the “legal theft” of Daniggelis' house and property.

This is especially important, I think, because, since Shelton already has another complaint before the IARDC and has already received discipline from the the IDFPR in the Towns case (read: “is in 'hot water'”), I think that we should be especially careful in “piling on” & “assuming guilt” when Shelton is the “likely suspect.” **He may be innocent.**

I don't know the specifics of his current IARDC complaint, nor am I clear on why he apparently signed a Power of Attorney (POA) that appears to have been subsequently notarised after the fact by Shelton – as I elucidate in my own filings. Indeed, I am still confused on the POA issue: How could a copy of the POA make it to the court filings without Shelton's notary seal and signature, and then, later, another copy make it into the selfsame court's exhibits *with* the seal & signature. Did he notarise Daniggelis' POA afterwards, outside of Daniggelis' precense, as Daniggelis claims? (But, even if true, Daniggelis admits that he signed the POA in question, and so, this matter, even if it constituted a crime, is small: It is not 'right' in my view, but many 'Notaries Public' notarise things after the fact, based on credible word that the party in question did sign it.)

Nonetheless, given this new information on the money trail (“Follow the money,” they always say), and given Shelton's candid attempts to answer my questions when we spoke several times, I think that he should be given the benefit of the doubt, and I would presume him innocent of the forgery issue in the matter of the Warranty Deeds. I'd hope that all parties are allowed to offer testimony on all the points I raise in my court filings. Yes, Judge Otto not only ruled in favour of Younes, but dismissed the quiet title action **“With Prejudice”** (a legal term meaning: **“That's it”**: we've shut our ears to any new evidence to the contrary, and our ruling in final! Take it up with the appeals court, if you disagree).

However, last I heard, all judges are mere mortals, and are subject to make mistakes – yes, including Otto entering a bad ruling because Phillips and Galic did not inform the court of clear fraud: Two warranty deeds with identical signatures: You know as well as I do, Rita, that we are both mere mortals, and, therefore, unable to sign our name exactly the same way twice in a row: If, in fact, you see your signature on 2 different documents, and it's IDENTICAL, then you can rightly assume that (at least) one of them is a photocopy.

While Otto may have held in a certain way, this does not abrogate or annul Younes' responsibility as an attorney to uphold the highest standards. To that end, please know that I have filed an updated version of my sworn and notarised AFFIDAVIT with legal arguments in a newly-discovered LAW DIVISION case. (I corrected a few typos and clarified a few points.) Also, my request to supplement the record on appeal in the CHANCERY and CIVIL cases was necessary due to the many delays in the trial court to grant my public records requests. As well, there were scary new developments, not the least of which was Younes' attempt to do illegal construction or demolition on the subject house, which I was able to document. Therefore, please find enclosed **the following five (5) docs**: (1) Affidavit, (2) Amicus w/ motion & exhibits, (3) requisite “notice of motion” (4) Motion to Supplement the Record on Appeal, and (5) a Judicial Notice of scary new developments. **NOTE**: My “email copy” to you will have copies of these for all recipients, but my “postal mail copy” will only include the attachments to you, Rita, since I've already served all the other parties. I know you all have a difficult job, but I'm trying to provide you with the information you need to make your jobs as easy as possible. ***With kind regards, I am, Sincerely***



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Gordon Wayne Watts

# E-Mail Cover Sheet

Exhibit B

***From the Desk of: Gordon Wayne Watts***

821 Alicia Road – Lakeland, FL 33801-2113

H: (863) 688-9880 – C: (863) 409-2109 – W: (863) 686-3411 or: (863) 687-6141

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**Web: [www.GordonWatts.com](http://www.GordonWatts.com) / [www.GordonWayneWatts.com](http://www.GordonWayneWatts.com)**

<p><b>To: Atty. Rita C. Greggio, Esq.</b>, Litigation Counsel c/o: Attorney Registration &amp; Disciplinary Commission 130 E. Randolph Dr., STE 1500 Chicago, IL 60601 PH: 312-540-5209 <b>E-mail: <a href="mailto:RGreggio@iarc.org">RGreggio@iarc.org</a></b> <b>Cc's: <a href="mailto:Information@iarc.org">Information@iarc.org</a>, <a href="mailto:RBader@iarc.org">RBader@iarc.org</a>, <a href="mailto:EAWelsh@iarc.org">EAWelsh@iarc.org</a>, <a href="mailto:Webmaster@iarc.org">Webmaster@iarc.org</a></b></p>	<p><b>Cc: Joseph Younes Law Offices</b> <a href="http://ChicagoAccidentAttorney.net">http://ChicagoAccidentAttorney.net</a> 120 W Madison St Ste 1405 Chicago, IL 60602-4128 PH: 312-372-1122 FX: 312-372-1408 <b>E-mail is: <a href="mailto:RoJoe69@yahoo.com">RoJoe69@yahoo.com</a></b> per <a href="http://www.ZoomInfo.com/p/Joseph-Younes/599467626">http://www.ZoomInfo.com/p/Joseph-Younes/599467626</a></p>	<p><b>Cc: Peter King</b> (Atty. for Joseph Younes) (Atty. No.: 48761) c/o: King Holloway LLC  101 N. Wacker Dr., STE 2010 Chicago, IL 60606 Direct: (312) 724-8221 <b>E-mail: <a href="mailto:PKing@khl-law.com">PKing@khl-law.com</a></b></p>
<p><b>Cc: Paul L. Shelton, Esq.</b> 10 North Adams Street Hinsdale, IL 60521 <b>E-mail: <a href="mailto:PMSA136@aol.com">PMSA136@aol.com</a></b>, per: <a href="http://www.il-reab.com/agents/26812-paul-l-shelton-shelton-associates-hinsdale-il-60523">http://www.il-reab.com/agents/26812-paul-l-shelton-shelton-associates-hinsdale-il-60523</a>  <b><a href="mailto:PLShelton@SBCGlobal.net">PLShelton@SBCGlobal.net</a></b> per: <a href="http://www.zoominfo.com/p/Paul-Shelton/-939241">http://www.zoominfo.com/p/Paul-Shelton/-939241</a></p>	<p><b>Cc: Paul L. Shelton, Pro Se</b> 3 Grant Square, SUITE #363 Hinsdale, IL 60521-3351 PH: 630-842-0126 per caller ID  <b>Cc: KING HOLLOWAY LLC</b> (Atty. for Joseph Younes) <a href="http://www.KingHolloway.com/contact.htm">www.KingHolloway.com/contact.htm</a> <b>Attn: Peter M. King, Esq.</b>  One North LaSalle Street, Suite 3040, Chicago, IL 60602 (312) 780-7302 / (312) 724-8218</p>	<p><b>Cc: Andjelko Galic, Esq.</b> (Atty. No.: 33013), Atty. for Defendant, Mr. Richard B. Daniggelis, e.g., the elderly victim of the mortgage fraud rescue scheme  134 N. LaSalle St., STE 1040 CHICAGO IL, 60602 – (Cell: 312-217-5433, FAX: 312-986-1810, PH: 312-986-1510) <b>E-mail: <a href="mailto:AndjelkoGalic@Hotmail.com">AndjelkoGalic@Hotmail.com</a>, and: <a href="mailto:AGForeclosureDefense@Gmail.com">AGForeclosureDefense@Gmail.com</a></b></p>

**Date:** Thursday, 08 October 2015

**Subject:** Re: Your grievance against Illinois attorneys Shelton and Younes

**Comments:** Dear Atty. Greggio, I am in receipt of your postal mail dated Oct. 01, 2015. I received it by postal mail on Monday, 05 October 2015. Thank you for your response.

Below, in chronological order, is a record of *\*all\** of our communications –with *one* exception –along with my response. *The exception was this:* I'm omitting my initial complaint, for the sake of brevity, but it was basically a copy of some court filings with a short note telling you that I thought that fraud was committed and needed to be looked into.

I shall attempt to 'reply to all' by both email and postal mail. *Please see below for said docs:*

Your grievance against Illinois attorneys Shelton and Younes

Reminder: AOL will never ask you for your password or billing information.

Show images & enable links

Subject: Your grievance against Illinois attorneys Shelton and Younes

Date: 8/17/2015 5:42:25 P.M. Eastern Daylight Time

From: RGreggio@iardc.org

To: Gwww1210@aol.com

Sent from the Internet (Details)



Reply



Forward



Reply All



Add Address



Report Spam

Mr. Watts,

Am the attorney investigating your grievances against attorneys Younes and Shelton.

I attempted calling you at the numbers listed on your website but was unable to reach you. I'd like to discuss your request for investigation with you. Can you please call me at 312-540-5209, at your convenience, to discuss these matters? I am in the office Monday-Friday from 9:30 a.m. to 5:50 p.m. (central time zone).

Thank you for your anticipated cooperation.

Sincerely,

Rita C. Greggio

Litigation Counsel  
Attorney Registration & Disciplinary Commission  
130 E. Randolph Dr., Suite 1500  
Chicago, IL 60601  
Telephone: 312.540.5209  
rgreggio@iardc.org

Date and Time Properties

Date & Time Time Zone Internet Time

Date

September 2015

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Time

6:36:34 AM

Current time zone: Eastern Daylight Time

---

# Facsimile Cover Sheet

# RECEIVED

SEP 21 2015

**To:** +13125652320  
**Company:**  
**Phone:**  
**Fax:** +13125652320

ATTY. REG & DISC. COMM  
CHICAGO

**From:** Joseph Younes  
**Company:** Law Offices of Joseph Younes  
**Phone:** (855) 457-7877 \* 101  
**Fax:** (855) 601-2789

**Date:** 09/21/2015

**Pages including this  
cover page:** 4

**Comments:**

2015IN03387 (ATT: Rita Greggio)

Law Offices of Joseph Younes  
166 W. Washington St., Suite 600  
Chicago, Illinois 60602

Of Counsel  
Habib S. Younes -- Deceased

(312) 372-1122  
Fax (312) 372-1408

VIA TELEFACSIMILE (312)565-2320

September 21, 2015

Rita C. Greggio  
Senior Counsel  
Attorney & Registration & Disciplinary Commission  
130 E. Randolph Dr., Suite 1500  
Chicago, Illinois 60601-6219

**RECEIVED**

SEP 21 2015

RE: No. 2015IN03387

**ATTY. REG & DISC. COMM  
CHICAGO**

Dear Ms. Greggio:

Thank you for your letter of September 16, 2015. In response, I have no idea as to what is being claimed or investigated. At no time did I ever have any dealings with Gordon Watts. Apparently Mr. Watts has somehow attempted to embed himself in litigation involving a cloud on title on a piece of property I purchased at arm's length from Richard Daniggelis. Mr. Watts had nothing to do with the underlying transaction or the subsequent litigation, to the best of my knowledge.

On May 15, 2014, the Honorable Judge Michael F. Otto, resolved all issues between myself and the seller. A copy of the Memorandum of Judgment is attached for your review.

If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

  
Joseph Younes

enc.



Doc#: 1413634065 Fee: \$40.00  
RHP Fee: \$0.00 RPPF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/18/2014 02:59 PM Pg: 1 of 2

This Document Prepared By:  
Peter M. King  
King Holloway LLC  
101 N. Wacker Drive, Suite 2010  
Chicago, IL 60606

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

GMAC Mortgage, LLC, U.S. Bank National Association, a national banking association as successor trustee to Bank of America, N.A., as Trustee for Morgan Stanley Loan Trust 2006-16AX,

Plaintiff/Counter-Defendant,

vs.

**RICHARD DANIGGELIS,**

Defendant/Counter-Plaintiff,

**JOSEPH YOUNES; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Nominee for HLB Mortgage; Paul Shelton, Erika Rhone and Stewart Title of Illinois and Unknown Owners,**

Defendants/Counter-Defendants.

07 CH 29738

CALENDAR 61

1720 North Sedgwick Ave.,  
Chicago, Illinois

P.I.N. 14-33-324-044

**MEMORANDUM OF JUDGMENT**

This matter having come before the Court on Joseph Younes' Memorandum of Judgment against Richard Daniggelis, the Court having jurisdiction and being fully advised in the Premises, this Memorandum of Judgment hereby reflects as follows:

1. The property subject to the above-captioned litigation (the "Subject Property") is legally described as follows:

THE EAST 66 FEET OF LOT 8 IN C.J. HULLS SUBDIVISION OF BLOCK 51 IN CANAL TRUSTEES SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 14-33-324-044

Commonly Known As: 1720 N. Sedgwick St., Chicago, IL 60614

2. On or about December 3, 2009, Richard Daniggelis ("Daniggelis") filed his Third Amended Counterclaim in the above-captioned matter to quiet title against Joseph Younes ("Younes"), wherein Daniggelis asserted a claim against Younes' ownership of the Subject Property. Said claim by Daniggelis constituted a cloud on the title on the Subject Property and Younes' ownership thereof.

3. On February 15, 2013 this Court entered an Order in favor of Joseph Younes for his Motion for Summary Judgment against Richard Daniggelis and finding that Joseph Younes is sole owner of the Subject Property and that Richard Daniggelis has no interest in the Subject Property. As such, the court found that there was no cloud on the title to the Subject Property and Younes' ownership thereof.

4. On June 14, 2013 this Court denied Richard Daniggelis' Motion to Reconsider this Court's Order of February 15, 2013 in its entirety. Therefore, Daniggelis' action to quiet title against Younes is insufficient as a matter of law and dismissed with prejudice.

5. Having found that Joseph Younes is the owner of the Subject Property and that Richard Daniggelis has no interest in the Subject Property, the Fraudulent Document Notice recorded by Richard Daniggelis with the Cook County Recorder of Deeds Office on April 20, 2007 and recorded as Document Number 0622826137 is hereby cancelled and held for naught.

SIGNED:

  
\_\_\_\_\_  
Judge Michael F. Otto

Judge Michael F. Otto

MAY 15 2014

Circuit Court - 2065

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



ATTORNEY REGISTRATION AND DISCIPLINARY COMMISSION  
ONE PRUDENTIAL PLAZA  
130 EAST RANDOLPH DRIVE, SUITE 1500  
CHICAGO, ILLINOIS 60601-6219



02 1A  
0004635110 OCT 01 2015  
MAILED FROM ZIP CODE 60601

\$ 00.70<sup>5</sup>

Received in MAILBOX  
MONDAY, 05 October 2015

(312) 503-2000 (800) 820-8023  
Fax (312) 565-2320

Gordon Watts  
821 Alicia Road  
Lakeland, FL 33801-2113

3380182113 0053





ATTORNEY REGISTRATION AND DISCIPLINARY COMMISSION  
of the  
SUPREME COURT OF ILLINOIS

One Prudential Plaza  
130 East Randolph Drive, Suite 1500  
Chicago, Illinois 60601-6219  
(312) 565-2600 (800) 826-8625  
Fax (312) 565-2320

3161 West White Oaks Drive, Suite 301  
Springfield, IL 62704  
(217) 546-3523 (800) 252-8048  
Fax (217) 546-3785

Gordon Watts  
821 Alicia Road  
Lakeland, FL 33801-2113

Chicago  
October 1, 2015

Re: Paul Leslie Shelton  
in relation to  
Gordon Watts  
No. 2015IN03388

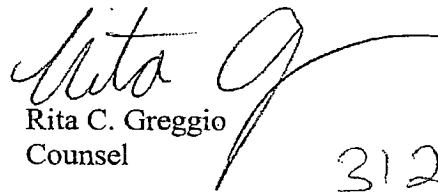
Dear Mr. Watts:

Enclosed is a copy of the response of Paul Shelton to the matters about which you have complained.

If you believe the response is inaccurate or if you wish to provide additional information or documents for our consideration, please write to me within fourteen days.

We will evaluate the matter and advise you of our decision. Again, thank you for your cooperation.

Very truly yours,

  
Rita C. Greggio  
Counsel

312-540-5209

Rita Greggio's Direct #: 312-540-5209

RGreggio@IARDC.org

RCG:ce  
Enclosure  
MAINLIB #666686\_v1

***From the Desk of: Gordon Wayne Watts***

821 Alicia Road – Lakeland, FL 33801-2113

H: (863) 688-9880 – C: (863) 409-2109 – W: (863) 686-3411 or: (863) 687-6141

Email: [Gww1210@aol.com](mailto:Gww1210@aol.com) / [Gww1210@Gmail.com](mailto:Gww1210@Gmail.com)

Web: [www.GordonWatts.com](http://www.GordonWatts.com) / [www.GordonWayneWatts.com](http://www.GordonWayneWatts.com)

Atty. Rita C. Greggio, Esq., Litigation Counsel  
c/o: Attorney Registration & Disciplinary Commission  
130 E. Randolph Dr., STE 1500  
Chicago, IL 60601  
PH: 312-540-5209  
E-mail: [RGreggio@iardc.org](mailto:RGreggio@iardc.org)

Date: Thursday, 08 October 2015

**Thank you, once again, for your response here.** Before I reply on the merits of the issue, I wish to address two points in your response. It would appear that you made a couple of typos: **First**, your enclosure has a response from Attorney Joseph Younes, not Attorney Paul Leslie Shelton, whom you reference. **Secondly**, in comparing the case number in *your* response with that provided in *Mr. Younes'* response, it would appear that there are two (2) different case numbers assigned to my complaint: It would appear that **2015-IN-03387** refers to Mr. Younes' case, and that **2015-IN-03388** refers to Mr. Shelton's case. If my inference, here, are correct, then both investigations can be assigned properly without any confusion.

Next, however, I shall take you up on your offer to reply to Mr. Younes' response and/or provide additional information and/or documents for your consideration and evaluation. Mr. Younes' response is partly true and partly false. I shall address each one of his points, one-by-one, starting from the very top of the reply –and working down, in order:

First, I notice his law partner, who is of counsel, in his letterhead, is deceased: Atty. Habib S. Younes, Esq. has exactly the same last name, which I infer is not by coincidence: This is obviously his father or other close relative.

**Before I say anything about my own complaint, I should extend my deepest condolences to Joseph for his loss.** → **Joseph, I am sorry for your loss**, and even tho you and I have some fundamental disagreements, I do not wish to cause you any additional grief or add to the pain that you and your family are –and have been –surely experiencing. In fact, if, in the unlikely (but non-zero) chance that you, *yourself*, become homeless in the process of these ongoing matters, I will do everything within my power to help you find a place to stay.

These are not mere words: In fact, when I, *myself*, was a mere financially-challenged, poor college student, I took in three (3) homeless individuals: a visiting missionary couple for the night (to save them hotel costs) and a fellow-student (who could not afford the on-campus dormitory housing rental).

**Next, I notice that Mr. Younes used a FAX transmission** to communicate with the IARDC. While I am open to new options, I don't presently have the technology to send or receive FAX transmissions without great financial cost to myself. Anyone can (usually) effect communication by the other 'traditional' means: Home and Cell Telephone, E-mail, postal mail, UPS, FedEx, and/or *in persona* visits. My home number has a much more clear connection (and more 'minutes') than my cell phone, which is a backup. Also, for your convenience (and the convenience of others here), I hope to post copies of the legal filings to my personal website. (Some are already posted for your convenience, but sometimes there is a delay in updating with new docs. Some contact data is on my official websites.)


Now, to address – and reply to – Mr. Younes' response, above: First, he claims: **“In response, I have no idea as to what is being claimed or investigated.”** I find that response very disingenuous! Mr. Younes is not stupid or uneducated. He is fully aware of the complaints that I lodged against him (*and Mr. Shelton, Ms. Rhone, and others*) in my court filings of *GMAC v. Daniggelis*, 2007-CH-29738 (where Younes was a fellow-defendant along with Daniggelis) as well as *Younes v. Daniggelis*, 2014-M1-701473 (where Younes was the plaintiff, suing Daniggelis for the house and property in question), before the Chancery and Civil divisions of the Cook County trial court, respectively. **He can NOT claim ignorance – with a straight face!**

In fact, take a look, below, for proof that I really did serve him copies of the pleadings. Mr. Younes was – and is – fully aware of my various complaints that he broke the law, and was not caught initially – simply because both Atty. Benji Phillips and Atty. Andjelko Galic, the victim's attorneys, failed to bring to the court's attention that the two different Warranty Deeds have exactly the same signature, which we all know can not be by coincidence: The latter signature is obviously a photocopy, and thus a forgery, and of course, felony fraud. This was not my only complaint but it was a chief complaint. Another obvious fraud was the fact that Younes got the house without any payment, and not only is lack of consideration “legally” sufficient to void any sale contract – even were it otherwise valid (it is not due to the forgery), moreover, it is “morally” reprehensible to steal not only the old man's only home, but also steal the hundreds of thousands of dollars of equity – making the 76-year old elderly gentlemen homeless in the process.

I served all parties – and their attorneys – by multiple methods, as indicated in the Certificate of Service. Younes is being less than honest when he claims ignorance here. See e.g., just some of the proofs of delivery, below.

Sources: <https://www.FedEx.com/apps/fedextrack/?tracknumbers=781090134892>  
 and: [http://GordonWatts.com/MortgageFraud-Court-Filings/Mon03Aug2015-FedEx-and-USPS-Tracking/Younes-Mon03Aug2015-FedEx\\_POD.pdf](http://GordonWatts.com/MortgageFraud-Court-Filings/Mon03Aug2015-FedEx-and-USPS-Tracking/Younes-Mon03Aug2015-FedEx_POD.pdf)  
 and: [http://GordonWayneWatts.com/MortgageFraud-Court-Filings/Mon03Aug2015-FedEx-and-USPS-Tracking/Younes-Mon03Aug2015-FedEx\\_POD.pdf](http://GordonWayneWatts.com/MortgageFraud-Court-Filings/Mon03Aug2015-FedEx-and-USPS-Tracking/Younes-Mon03Aug2015-FedEx_POD.pdf)  
 Cf: [www.GordonWatts.com/MortgageFraud-Court-Filings/Service-Delivery-Details.pdf](http://www.GordonWatts.com/MortgageFraud-Court-Filings/Service-Delivery-Details.pdf)  
[www.GordonWayneWatts.com/MortgageFraud-Court-Filings/Service-Delivery-Details.pdf](http://www.GordonWayneWatts.com/MortgageFraud-Court-Filings/Service-Delivery-Details.pdf)

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August 31, 2015

Dear Customer:

The following is the proof-of-delivery for tracking number **781090134892**.

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**Delivery Information:**

<b>Status:</b>	Delivered	<b>Delivery location:</b>	2625 W FARWELL AVE Chicago, IL 60645
<b>Signed for by:</b>	Signature not required	<b>Delivery date:</b>	Aug 11, 2015 10:10
<b>Service type:</b>	FedEx Ground		
<b>Special Handling:</b>			

NO SIGNATURE REQUIRED  
 Proof-of-delivery details appear below; however, no signature is available for this FedEx Ground shipment because a signature was not required.

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**Shipping Information:**

<b>Tracking number:</b>	781090134892	<b>Ship date:</b>	Aug 4, 2015
		<b>Weight:</b>	0.8 lbs/0.4 kg

<b>Recipient:</b> Joseph Younes Law Offices Joseph Younes Law Offices 120 W Madison ST STE 1405 Chicago, IL 60602 US	<b>Shipper:</b> Gordon Watts Gordon Watts 821 ALICIA RD LAKELAND, FL 33801 US
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Thank you for choosing FedEx.

Sources: <https://www.FedEx.com/apps/fedextrack/?tracknumbers=781161195905>  
 and: [http://GordonWatts.com/MortgageFraud-Court-Filings/Sun16Aug2015-FedEx-and-USPS-Tracking/Younes-Sun16Aug2015-FedEx\\_POD.pdf](http://GordonWatts.com/MortgageFraud-Court-Filings/Sun16Aug2015-FedEx-and-USPS-Tracking/Younes-Sun16Aug2015-FedEx_POD.pdf)  
 and: [http://GordonWayneWatts.com/MortgageFraud-Court-Filings/Sun16Aug2015-FedEx-and-USPS-Tracking/Younes-Sun16Aug2015-FedEx\\_POD.pdf](http://GordonWayneWatts.com/MortgageFraud-Court-Filings/Sun16Aug2015-FedEx-and-USPS-Tracking/Younes-Sun16Aug2015-FedEx_POD.pdf)  
 Cf: [www.GordonWatts.com/MortgageFraud-Court-Filings/Service-Delivery-Details.pdf](http://www.GordonWatts.com/MortgageFraud-Court-Filings/Service-Delivery-Details.pdf)  
[www.GordonWayneWatts.com/MortgageFraud-Court-Filings/Service-Delivery-Details.pdf](http://www.GordonWayneWatts.com/MortgageFraud-Court-Filings/Service-Delivery-Details.pdf)

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 > g: eX Td-bigrob eXTReMe Tracking > g: Gordon's YouTube vide: gg ff gww1210r eX Tr-x e



August 31, 2015

Dear Customer:

The following is the proof-of-delivery for tracking number **781161195905**.

**Delivery Information:**

<b>Status:</b>	Delivered	<b>Delivery location:</b>	166 W WASHINGTON ST STE 600 Chicago, IL 60602
<b>Signed for by:</b>	Signature on File	<b>Delivery date:</b>	Aug 21, 2015 15:18
<b>Service type:</b>	FedEx Ground		
<b>Special Handling:</b>			

NO SIGNATURE REQUIRED  
 Proof-of-delivery details appear below; however, no signature is available for this FedEx Ground shipment because a signature was not required.

**Shipping Information:**

<b>Tracking number:</b>	781161195905	<b>Ship date:</b>	Aug 18, 2015
		<b>Weight:</b>	1.9 lbs/0.9 kg

**Recipient:**  
 Joseph Younes Law Office  
 Joseph Younes Law Office  
 120 W MADISON ST STE 1405  
 CHICAGO, IL 60602 US

**Shipper:**  
 Gordon Wayne Watts  
 Gordon Wayne Watts  
 821 ALICIA RD  
 LAKELAND, FL 33801 US

Thank you for choosing FedEx.

Source: <https://www.FedEx.com/apps/fedextrack/?tracknumbers=781310879740>



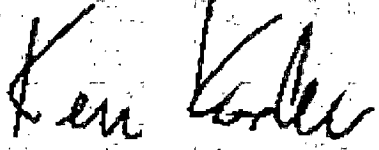
September 18, 2015

Dear Customer:

The following is the proof-of-delivery for tracking number **781310879740**.

**Delivery Information:**

Status:	Delivered	Delivery location:	166 W WASHINGTON ST STE 600 Chicago, IL 60602
Signed for by:	KKEN	Delivery date:	Sep 16, 2015 15:41
Service type:	FedEx Ground		
Special Handling:			



K. KEN  
#51, 15:40, 1 Del, 0 NonDel

**Shipping Information:**

Tracking number:	781310879740	Ship date:	Sep 10, 2015
		Weight:	1.6 lbs/0.7 kg

Recipient:  
Joseph Younes Law Offices  
Joseph Younes Law Offices  
120 W Madison St STE 1405  
Chicago, IL 60602 US

Shipper:  
Gordon Watts  
Gordon Watts  
821 ALICIA RD  
LAKELAND, FL 33801 US

Thank you for choosing FedEx.

Next, Younes says: “**At no time did I ever have any dealings with Gordon Watts.**” This statement, more-or-less, is basically correct. However, there were 2 notable exceptions:

**First off**, of course, I served him my court pleadings, in which I accused him of gross wrongdoing. **Secondly**, I called him on the phone (and I'm sure he will verify my claim here), apologising because, in my mind, he appeared to have “fallen into the wrong crowd,” and I felt bad that it took me over a year to properly notify him of the fact that I had documentation that verified the “tall tales” that Daniggelis had told me re: forgery.

You see, Rita, at that time, I saw Atty. Paul Shelton's involvement, and knowing his discipline and disbarment of his realtor's license (before the IDFPR), and knowing that he also has another complaint (besides mine) before the IARDC, and, given the weight of the evidence, I thought that he was the “mastermind” and had led astray Mr. Younes, who, while profiting from these proceedings, might well have been “otherwise” innocent.

Also, Daniggelis told me some positive things about Younes, and, being an honest (even if imperfect) person, I not only included them in my legal filings, but I also seriously considered that perhaps Younes was not criminally guilty of anything more than an accessory after the fact, and, for that reason, I called him to apologise for my slackness and delay in notifying him of these matters with documentation sufficient to verify my claims. (My delay was due to the slowness of the court's granting of my public records request.)

Mr. Younes, when I called and asked if I got Atty. Younes, said “that would be me,” and I proceeded to apologise. Then, he replied something along the lines of: “don't ever call me again.” I responded something along the lines of: “oh, *really*? But, if you don't want me to contact you, I shall not.” I'm sure Younes can verify my recollection of events. **But, basically, his statement above is correct.**

Then, Younes, in his response to you, goes on to say: “**Apparently Mr. Watts has somehow attempted to embed himself in litigation involving a cloud on the title on a piece of property that I purchased at arm's length from Richard Daniggelis.**” This statement, here, Rita, is a mixture of truth and falsehood. Let address each part, in turn:

First off, yes, he is correct in claiming that I “attempted to embed” myself in this litigation. (This would be obvious to a blind person!) Of course, it is also true that you, *yourself*, are “embedding” yourself in this matter, and it would *also* be true to claim that a police officer arresting a bank robber would be “embedding” himself/herself in the **robbery attempt** – and that a Good Samaritan who saw a person being mugged or attacked would be “embedding” himself in the mugging if he/she attempted to intervene and save the person -or call 911. (In this, latter, analogy, I am analogous to the Good Samaritan, insofar as I am exercising my Redress and Due Process rights to notify the proper authorities.) However, the balance of his statement is legally incorrect – and he knows that, I suspect.



There was, indeed, a cloud on the title, as he claims, above, due to Daniggelis' effecting an affidavit of forgery to both the Cook County Recorder's Office, as well as (with the help of an attorney) to The Court (as I document in the Exhibits of my own filings).

That much was true; *however*, Younes goes on to claim that this was a “**piece of property that I purchased at arm's length from Richard Daniggelis.**”

I'm sure you remember LAW 101, in which **the definition of an “At Arm's Length” Transaction was given:** “adj. the description of an agreement made by two parties freely and independently of each other, **and without some special relationship**, such as being a relative, **having another deal on the side or one party having complete control of the other.**” Source: <http://Legal-Dictionary.TheFreeDictionary.com/arm's+length> This means that the purchase and transaction is: “1: a distance discouraging personal contact or familiarity,” and that “2: the condition or fact that the parties to a transaction are independent and on an equal footing.” Source: <http://www.Merriam-Webster.com/dictionary/arm's%20length> [Underline bold added for clarity; not in original]

(Of course, since Younes entered an appearance for Daniggellis in *Deutch Bank v. Daniggelis*, 2004-CH-10851, there *was* both 'control' and a 'special relationship'.)

When an “At Arm's Length” transaction is made, there *are* no 'conflicting' factors, and it is likely that the sale price will be at the “Fair Market Value”: <http://www.Investopedia.com/video/play/arms-length-transaction/>

**The opposite of this is an “Arm in Arm” transaction:** “A transaction in which the two parties somehow *do* have an interest in helping each other, such as a transaction between family or friends, is called an *arm-in-arm transaction*. **This is much less likely to produce a sale price that is fair market value**, because one party may give favorable terms to the other.” Cf: *Ibid.* (Bold and underline added for emphasis; italics in original)

See also: <http://www.BusinessDictionary.com/definition/arm-s-length-transaction.html> and: <http://TheLawDictionary.org/armslength-transaction/>

Now, by now, I'm sure you've scanned the legal landscape, Rita, and verified my claims that Daniggelis received **no** consideration (payment) for his property or house. (And, it *is* 'his' in true fact, whether or not legal fiction is made the law of the case.) In fact, I'm sure that **no one** – on *either* side – disputes the claims that Daniggelis never received any payment – whatsoever – for this “sale.” So, besides being an “illegal” transaction (one that lacks 'consideration'), and an “immoral” one (for obvious reasons), Younes is **also** knowingly *lying* to you here: This is **not** an “arm's length transaction” if for no other reason than that the sale price (which was ZERO) was clearly and obviously **not** a 'Fair Market' value for a huge home with hundreds of thousands of dollars of equity in it (not to mention the 'intangible' market value from the prospects that Daniggelis could have rented out one – or more – of the rooms – had there not been a cloud on the title, which scared away any actual renters, other than an occasional transient or freeloader).

Next, Younes, in his response to you, goes on to say: **“Mr. Watts had nothing to do with the underlying transaction or subsequent litigation, to the best of my knowledge.”**

Well, this is *partly*-true, Rita: I did not, indeed, have *anything* to do with the “underlying transaction” (other than, after the fact, to learn of the forgery – and then have to wait over a year for the release of court records to verify this claim).

However, I am *heavily* involved in the “subsequent litigation,” as a pull of the court records will show. (Oddly-enough, their online docket lists me as “pro se,” when it does list me at all, so I am not listed by name, but I am, indeed, heavily involved in the “subsequent litigation,” as *all* know, and thus Younes is being “less than forthright” in his claim here. I'm not sure what he's hoping to accomplish by these myriads of misleading legal fictions??)

Then, Younes states that: **“On May 15, 2014, the Honorable Judge Michael F. Otto, resolved all issues between myself and the seller. A copy of the Memorandum of Judgment is attached for your review.”**

This, *technically*, is true – well, *partly*, anyhow: Judge Otto did, *indeed*, rule on this matter – and Younes did, *indeed*, attach a copy of that ruling for your review. However, this ruling, most assuredly, **did not** “resolve” *any* of the issues between Younes and Daniggelis – any more than the United States Supreme Court “resolved” all the issues between Blacks and Whites in its famous (infamous) holding – in the which a 7-2 supermajority of America's highest court, not too long ago, held that “[T]he negro might justly and lawfully be reduced to slavery for his benefit.” Chief Justice Roger B. Taney, writing for the Court. *Dred Scott v. John F. Sanford*, 15 L.Ed. 691; 19 How. 393; 60 US 393 at 407.(US 1857).

Lastly, Younes tells you that: **“If I can be of any further assistance, please do not hesitate to contact me.”** I find this claim to be disingenuous for what may (or may not) be a counter-intuitive (but actually correct) reason. If you don't figure it out, here is why I feel this way: My elders and mentors have taught me that, if you have a dispute with a person, you should go to them privately first, and not involve others, so as to keep things discrete and avoid embarrassment and the like. Now, I do admit that I filed in court before I contacted Younes, directly, but contact him, I did. While I have spoken by phone with a number of attorneys (including Paul Shelton, who called me to discuss a few matters, and including both of Younes' attorneys, King and a prior attorney, Perry Perleman, regarding whether they were still involved in the case –and needed to be served pleadings by USPS or FedEx means), only one attorney was rude to me: That would be Mr. Younes.

To be clear, both Peter King and Paul Shelton did not see “eye to eye” with me on all issues, but neither of them was rude to me, nor did they warn me to never contact them again. (And, I would hope that I, likewise, was not rue to any of them – no, not even Mr. Younes.)

So, in conclusion, I do not wish any harm or offense towards Mr. Younes. All that I said in the inception of my letter was (and is) correct. However, he probably has a place to live – if not several homes. Younes does NOT need to steal an elderly man's home – in like manner was done with Lessie Towns, the famous mortgage fraud victim involved in the case in which Mr. Shelton lost his realtor's license. Even former IL governor, Pat Quinn, got involved, *remember?*

<http://www.idfpr.com/news/newsrsls/05132009MortgageFraudScheme.asp>

Cf: <http://abclocal.go.com/story?section=news/local&id=7799653>

and: [http://articles.chicagotribune.com/2009-05-10/news/0905090103\\_1\\_trust-bungalow-house-payments](http://articles.chicagotribune.com/2009-05-10/news/0905090103_1_trust-bungalow-house-payments)

Cf: <http://GordonWatts.com/MortgageFraud-Court-Filings/>

and: <http://GordonWayneWatts.com/MortgageFraud-Court-Filings/>

and: [www.GordonWatts.com/MortgageFraud-PublicRecords-Docs/archive-of-cached-press-coverage.pdf](http://www.GordonWatts.com/MortgageFraud-PublicRecords-Docs/archive-of-cached-press-coverage.pdf)

and: [www.GordonWayneWatts.com/MortgageFraud-PublicRecords-Docs/archive-of-cached-press-coverage.pdf](http://www.GordonWayneWatts.com/MortgageFraud-PublicRecords-Docs/archive-of-cached-press-coverage.pdf)

However, Mr. Daniggelis' case is worse than Ms. Town's case – for two (2) reasons: **First off**, while Towns *did*, in fact, sign away her house (even if through coercion, and the like), Daniggelis was smart enough to attach stipulations to the contract – which fell through – prompting somebody (we don't know) to, then, forge his signature. (Towns' signature was never forged: She actually did fall for the mortgage-rescue scheme!) **Secondly**, Towns never became homeless and living on the street as was Daniggelis. So, if ONE governor visited with Ms. Towns in her back yard, Daniggelis is deserving of 2 or 3 governors' visits! (And, of course, justice here.)

This brings me up top my last point: You recall I lodged complaints against Shelton as well as Younes. I notice that Shelton didn't reply – and while I'd appreciate his input on these matters, most of them can be resolved without his assistance, I think.

**After careful review, it would appear that Atty. Paul L. Shelton may not be guilty of some or all of the crimes in question.** Here are some new findings I have discovered: As far as I can tell, Younes stood to gain financially from the transaction in question, but I don't see any money-trail wherein Shelton profited or benefited from the mortgage fraud that occurred with the “legal theft” of Daniggelis' house and property.


This is especially important, I think, because, since Shelton already has another complaint before the IARDC and has already received discipline from the the IDFPR in the Towns case (read: “is in 'hot water'”), I think that we should be especially careful in “piling on” & “assuming guilt” when Shelton is the “likely suspect.” **He may be innocent.**

I don't know the specifics of his current IARDC complaint, nor am I clear on why he apparently signed a Power of Attorney (POA) that appears to have been subsequently notarised after the fact by Shelton – as I elucidate in my own filings. Indeed, I am still confused on the POA issue: How could a copy of the POA make it to the court filings without Shelton's notary seal and signature, and then, later, another copy make it into the selfsame court's exhibits *with* the seal & signature. Did he notarise Daniggelis' POA afterwards, outside of Daniggelis' precense, as Daniggelis claims? (But, even if true, Daniggelis admits that he signed the POA in question, and so, this matter, even if it constituted a crime, is small: It is not 'right' in my view, but many 'Notaries Public' notarise things after the fact, based on credible word that the party in question did sign it.)

Nonetheless, given this new information on the money trail (“Follow the money,” they always say), and given Shelton's candid attempts to answer my questions when we spoke several times, I think that he should be given the benefit of the doubt, and I would presume him innocent of the forgery issue in the matter of the Warranty Deeds. I'd hope that all parties are allowed to offer testimony on all the points I raise in my court filings. Yes, Judge Otto not only ruled in favour of Younes, but dismissed the quiet title action **“With Prejudice”** (a legal term meaning: **“That's it”**: we've shut our ears to any new evidence to the contrary, and our ruling in final! Take it up with the appeals court, if you disagree).

However, last I heard, all judges are mere mortals, and are subject to make mistakes – yes, including Otto entering a bad ruling because Phillips and Galic did not inform the court of clear fraud: Two warranty deeds with identical signatures: You know as well as I do, Rita, that we are both mere mortals, and, therefore, unable to sign our name exactly the same way twice in a row: If, in fact, you see your signature on 2 different documents, and it's IDENTICAL, then you can rightly assume that (at least) one of them is a photocopy.

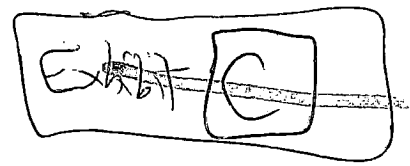
While Otto may have held in a certain way, this does not abrogate or annul Younes' responsibility as an attorney to uphold the highest standards. To that end, please know that I have filed an updated version of my sworn and notarised AFFIDAVIT with legal arguments in a newly-discovered LAW DIVISION case. (I corrected a few typos and clarified a few points.) Also, my request to supplement the record on appeal in the CHANCERY and CIVIL cases was necessary due to the many delays in the trial court to grant my public records requests. As well, there were scary new developments, not the least of which was Younes' attempt to do illegal construction or demolition on the subject house, which I was able to document. Therefore, please find enclosed **the following five (5) docs**: (1) Affidavit, (2) Amicus w/ motion & exhibits, (3) requisite “notice of motion” (4) Motion to Supplement the Record on Appeal, and (5) a Judicial Notice of scary new developments. **NOTE**: My “email copy” to you will have copies of these for all recipients, but my “postal mail copy” will only include the attachments to you, Rita, since I've already served all the other parties. I know you all have a difficult job, but I'm trying to provide you with the information you need to make your jobs as easy as possible. **With kind regards, I am, Sincerely**



---

Gordon Wayne Watts

# E-Mail Cover Sheet



***From the Desk of: Gordon Wayne Watts***

821 Alicia Road – Lakeland, FL 33801-2113

H: (863) 688-9880 – C: (863) 409-2109 – W: (863) 686-3411 or: (863) 687-6141

Email: [Gww1210@aol.com](mailto:Gww1210@aol.com) / [Gww1210@Gmail.com](mailto:Gww1210@Gmail.com)

Web: [www.GordonWatts.com](http://www.GordonWatts.com) / [www.GordonWayneWatts.com](http://www.GordonWayneWatts.com)

**To:** Atty. Albert S. Krawczyk, Esq., Senior Counsel  
**c/o:** Rolanda R. Jones-Golden, Senior Paralegal  
/Coordinator, for Mr. Krawczyk, **Illinois Attorney  
Registration and Disciplinary Commission**, 130 E.  
Randolph Dr., STE 1500, Chicago, IL 60601-6209 – PH:  
312-565-2600 (Switchboard), PH: 312-540-5277 (Mr.  
Krawczyk), PH: 312-540-5278 (Ms. Golden), E-mails:  
[RGolden@iardc.org](mailto:RGolden@iardc.org), [AKrawczyk@iardc.org](mailto:AKrawczyk@iardc.org)  
**Cc:** [RGreggio@iardc.org](mailto:RGreggio@iardc.org) (Rita C. Greggio, Esq.,  
Litigation Counsel, PH: 312-540-5209) — **Cc's:**  
[Information@iardc.org](mailto:Information@iardc.org), [RBader@iardc.org](mailto:RBader@iardc.org),  
[EAWelsh@iardc.org](mailto:EAWelsh@iardc.org), [Webmaster@iardc.org](mailto:Webmaster@iardc.org)

**Cc: Joseph Younes Law Offices**

<http://ChicagoAccidentAttorney.net>

120 W Madison St Ste 1405, Chicago, IL 60602-4128

PH: 312-372-1122, FAX: 312-372-1408

E-mail is: [RoJoe69@yahoo.com](mailto:RoJoe69@yahoo.com) per

<http://www.ZoomInfo.com/p/Joseph-Younes/599467626>

**Cc: Paul L. Shelton, Esq. Last known cell: (630) 842-  
0126, per caller ID – E-mail: [PMSA136@aol.com](mailto:PMSA136@aol.com),**  
per: [http://www.il-reab.com/agents/26812-paul-l-shelton-  
shelton-associates-hinsdale-il-60523](http://www.il-reab.com/agents/26812-paul-l-shelton-shelton-associates-hinsdale-il-60523)

E-mail: [PLShelton@SBCGlobal.net](mailto:PLShelton@SBCGlobal.net)

per: <http://www.zoominfo.com/p/Paul-Shelton/-939241>

**Note:** Mr. Shelton's last known address (10 North Adams  
Street Hinsdale, IL 60521) has (ironically) gone into  
foreclosure: “10 North Adams Street, Hinsdale, IL []  
House in Hinsdale, Hinsdale, Du Page County, IL, 60521  
[] This property was delisted 1 day ago and is no longer  
available.” *Source:*

[http://www.estate.com/listings/info/10-north-adams-  
street--1](http://www.estate.com/listings/info/10-north-adams-street--1)

Cf: [https://www.redfin.com/IL/Hinsdale/10-N-Adams-St-  
60521/home/17174116](https://www.redfin.com/IL/Hinsdale/10-N-Adams-St-60521/home/17174116)

**Cc: Peter King** (Atty. for Joseph Younes) (Atty. No.:  
48761) c/o: King Holloway LLC,  
[www.KingHolloway.com/contact.htm](http://www.KingHolloway.com/contact.htm)  
**Attn: Peter M. King, Esq.**

One North LaSalle Street, Suite 3040, Chicago, IL  
60602, PH: (312) 780-7302 / (312) 724-8218 / Direct:  
(312) 724-8221, E-mails: [PKing@khl-law.com](mailto:PKing@khl-law.com) ;  
[PKing@KingHolloway.com](mailto:PKing@KingHolloway.com)

(**Not:** “101 N. Wacker Dr., STE 2010, Chicago, IL  
60606” – **Note:** Mr. King has informed me that the  
Wacker Drive address is outdated and that this  
address is the current service address, and his law  
office website, listed above, confirms this is correct.)  
I represent to the IARDC that Mr. King has  
graciously consented to email service, but, just to be  
safe, I shall attempt to effect service in all standard  
methods.

**Cc: Andjelko Galic, Esq.** (Atty. No.: 33013), Atty.  
for Defendant, Mr. Richard B. Daniggelis, e.g., the  
elderly victim of the mortgage fraud rescue scheme  
134 North LaSalle St., STE 1040, CHICAGO IL,  
60602 – (Cell: 312-217-5433, FAX: 312-986-1810,  
PH: 312-986-1510), E-mail:  
[AndjelkoGalic@Hotmail.com](mailto:AndjelkoGalic@Hotmail.com),  
and: [AGForeclosureDefense@Gmail.com](mailto:AGForeclosureDefense@Gmail.com)

(**Note:** The Nov. 16, 2015 proposed order by Mr.  
Galic in the Law Division case representing  
Daniggelis, e.g., 2007-CH-29738, **GMAC  
MORTGAGE LLC, et al. v. MR. RICHARD B.  
DANIGGELIS, et al.**, suggests that STE 1810 is a  
old address and that he is now in STE 1040.)

**Cc: Paul L. Shelton, Pro Se**, 3 Grant Square, SUITE  
#363, Hinsdale, IL 60521-3351

**Date:** Saturday, 30 April 2016

**Subject:** Re: Joseph Younes, in relation to Gordon Wayne Watts, case #: 2015-IN-03387

**Reply:** Dear Atty. Krawczyk: I am in receipt of your postal mail dated Feb. 19, 2016.

***Page 1 of 14 -of Gordon Wayne Watts' cross-reply to the IARDC (Sat 30 April 2016)***

Thank you for taking time to investigate my complaints & concerns about Atty. Paul Leslie Shelton, Esq. and Atty. Joseph Younes, Esq. **Before I reply to your postal letter dated Feb. 19, 2016, I would like to apologize, *Big Time – Major League*:**

**As you know, you replied to me over 2 months ago.** (*And that doesn't even count the time it took for me to write the IARDC –and the time it took for your IARDC Litigation Co-Counsel, Atty. Rita C. Greggio, Esq., to reply before that.*)

**[[ REASONS for DELAY ]]** –Since Mr. Daniggelis (who is now 77-years old, I understand) told me in no uncertain terms that he was homeless & living on the street (and possibly also in a U-Haul-it-type moving vehicle) for at least part of the time subsequent to (and as a direct result of) the “Mortgage Rescue Scheme/Scam,” **I had a 'moral' (if not legal) obligation to tarry not: There is no excuse on my end for the untenable delay.** But, for the record, I've had to help my elderly, eighty-one (81) year-old father, with his failing business, run household errands, & deal with my own financial problems, and work full-time as the Editor-in-Chief to ***The Register*** (which holds many entities responsible for misdeeds, as you may confirm by clicking on said homepage in the Master-head of this reply, *immediately above*). Additionally, an out-of-town guest needed driving directions when his “smart phone” led him astray; that used up my entire weekend, sitting by Google maps, with him on the phone; I'm exhausted (physically, mentally, & emotionally) , but I have an obligation to **you** (and Mr. Daniggelis) to reply to your investigatory findings –***some of which are incorrect.***

Moreover, in spite of the fact that you made several key 'major' screw-ups, I can tell by the diligence you've devoted to your reply, Mr. Krawczyk, that, while imperfect, you're neither dishonest nor lazy: I've done my “Due Diligence” on researching you: You're indeed worthy of the title “Senior counsel,” something that I don't think I can say about the trial court judges overseeing Mr. Daniggelis' case –one of whom never even replied at all to my request to Supplement the Record on Appeal in the Civil Division case –a clear “**Procedural** Due Process” issue –as it's the initial duty of the ***trial*** court (not the ***appeals*** court) to address 'Record Supplement' issues for appeals, not even counting the “**Sustentative** Due Process” issues that became apparent when the trial court simply decided to ignore the clear fraud, when review on the merits was given to both the complaints of Mr. Andjelko Galic (Daniggelis' attorney) ***and*** myself.

**Again, I tender my deep apologies for my negligence: If anything happens to my friend, Mr. Daniggelis, as a result of my delay, his blood will be on my hands. –**

***Therefore:***

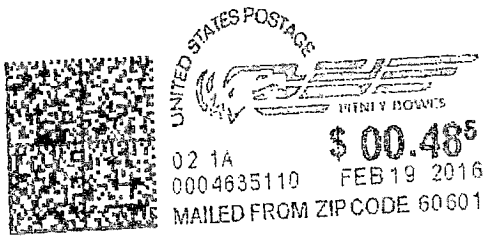
Without any further delay, I shall reply to your response, addressing each point—to show proper respect for *your* Due Diligence:

First, please see below for a copy of your 2-page postal letter to me (albeit marked up with my notes/comments). – Below that, I shall reply to **each** point – some of which were correct – but some of which were major (tho probably not malicious) screw-ups.

ATTORNEY REGISTRATION AND DISCIPLINARY COMMISSION  
ONE PRUDENTIAL PLAZA  
130 EAST RANDOLPH DRIVE, SUITE 1500  
CHICAGO, ILLINOIS 60601-6219

130 East Randolph Drive, Suite 1500  
Chicago, Illinois 60601-6219  
(312) 565-2600 (800) 826-8625  
Fax (312) 565-2320  
Gordon Wayne Watts  
821 Alicia Road  
Lakeland, FL 33801-2113

60601 6219 0000



Received:

Tuesday, 23 February 2016

*(Handwritten signature)*

*Richard Jones  
Golden*

IARDC reply to Gordon Wayne Watts, dated Friday, 19 February 2016  
Re: Joseph Younes in relation to Gordon Wayne Watts, Case Number: 2015IN03387



ATTORNEY REGISTRATION AND DISCIPLINARY COMMISSION  
of the  
SUPREME COURT OF ILLINOIS  
www.iardc.org

One Prudential Plaza  
130 East Randolph Drive, Suite 1500  
Chicago, Illinois 60601-6219  
(312) 565-2600 (800) 826-8625  
Fax (312) 565-2320  
Gordon Wayne Watts  
821 Alicia Road  
Lakeland, FL 33801-2113

3161 West White Oaks Drive, Suite 301  
Springfield, IL 62704  
(217) 546-3523 (800) 252-8048  
Fax (217) 546-3785

Chicago  
February 19, 2016

Re: Joseph Younes  
in relation to  
Gordon Watts  
No. 2015IN03387

Dear Mr. Watts:

We have concluded our investigation in the above-captioned matter.

You complained about Joseph Younes' conduct in connection with his purchase of property from Richard Danniggelis. Even though you acknowledge that you are not a lawyer, you apparently attempted to file an affidavit and an *amicus curiae* brief in a 2007 foreclosure case filed in Cook County, Illinois, against Mr. Danniggelis and others. According to the affidavit and proposed brief, Mr. Danniggelis is a personal friend of yours. You explained that you came to know Mr. Danniggelis through his tenant Robert J. More, but you never met Mr. Danniggelis in person. You also claimed to have "almost won" the "Terri Schiavo" case" all by yourself. **CORRECT. Thus far, anyhow...**

In any event, you claimed that Mr. Younes engaged in a conflict when he took title to Mr. Danniggelis' property at 1725 N. Sedgewick St. in Chicago after he represented Mr. Danniggelis in a foreclosure suit filed against him in 2004 in connection with the same property. You also claimed that the July 9, 2006, warranty deed must have been a forgery because the month appeared whited-out and the signature on that document was identical to the warranty deed to Mr. Younes dated May 9, 2006, that Mr. Danniggelis signed. **CORRECT! I claimed this - and you did not dispute it.**

Court records show that a foreclosure suit was filed against Mr. Danniggelis in 2004 and eventually dismissed by the lender in 2006. While the electronic docket sheet in the case shows that Mr. Younes filed a motion to vacate the foreclosure sale of the property, the docket sheet shows that on the same date, attorney Habib Younes also filed pleadings in the case for Mr. Danniggelis. Mr. Younes denied representing Mr. Danniggelis and explained that it was his father, also an attorney and now deceased, who filed the pleadings. Mr. Younes explained that he purchased the property from Mr. Danniggelis through attorney Paul Shelton (now disbarred as a result of unrelated misconduct) in 2006, leading to the payment of that mortgage and dismissal of the foreclosure case. Gordon Wayne Watts **FALSE! There**

Mr. Younes explained that he was not involved in the execution of the warranty deed but that the closing date was changed, apparently from May to July 9, 2006. He also explained that after he purchased the property from Mr. Danniggelis, he allowed Mr. Danniggelis to retain possession of the property after the closing date; however, Mr. Danniggelis contested the validity of Mr. Younes' title to the property and ended up holding possession for about eight years while litigation pended, i.e., until about July 2015, without paying the mortgage and expenses.

**Not "RELATED"**  
disbarred & lost broker license  
for doing the same thing

**was NO**  
consideration  
(payment) - thus  
**NO PURCHASE**



Correct - But since the ORDER had NO legal bases, the judge was NEVER able to give a legal justification in his written order.

Mr. Younes explained that he could not keep up with his mortgage payments without getting income from the property and a second mortgage foreclosure was filed. Court records show that in 2007, a foreclosure case was filed against Mr. Younes, Mr. Dannigelis (apparently because of his cloud on the title) and others. On February 15, 2013, the court entered an order in favor of Mr. Younes and against Mr. Dannigelis finding that Mr. Younes was the sole owner of the property and that Mr. Dannigelis had no interest. Thereafter, the court denied Mr. Dannigelis' motion to reconsider. On May 15, 2014, the court issued a memorandum of judgment dismissing Mr. Dannigelis' action to quiet title and cancelling the fraudulent document notice that he had recorded. An appeal in that case remains pending.

Mr. Younes filed a forcible entry and detainer action against Mr. Dannigelis in 2014 to obtain possession of the property. On January 27, 2015, the court entered an order of possession. There is an appeal also pending in that case.

You acknowledged that Mr. Danniggelis was represented at various times by attorneys from Chicago Volunteer Legal Service and by attorney Andjelko Galic. Neither any judge nor any lawyer reported any wrongdoing by Mr. Younes to the Commission. In fact, rather than blaming Mr. Younes for an impropriety, the third amended answer in the 2007 foreclosure case filed by Mr. Danniggelis' attorney acknowledged that Mr. Dannigelis signed the May 9, 2006, deed; that Habib Younes filed the motion to stay the foreclosure sale in the 2004 foreclosure case; that Mr. Dannigelis signed a power of attorney (prepared by Mr. Shelton) at the direction of Erika Rhone, Mr. Shelton's former employee; and that Mr. Shelton and/or Ms. Rhone altered the date on the deed to July 9, 2006. Moreover, according to the transcript of the February 13, 2013, hearing on the motion for summary judgment, Mr. Dannigelis' attorney provided no caselaw to support his claims related to the purported fraudulent conveyance.

The Commission cannot take the place of a court of law to determine individual rights. Under all of the circumstances, we have determined that we would be unable to prove by clearing and convincing evidence at a formal disciplinary hearing that Mr. Younes engaged in professional misconduct warranting action against his license to practice law. As a result, we will take no further action.

Not quite: After the 1st deal fell through, someone forged the signature & pushed the forged document through.

ASK:ccc  
MAINLIB-#717752-v1

Mary

Very truly yours,

Albert S. Krawczyk

Albert S. Krawczyk  
Senior Counsel

If you disagree with me (hey, I could be wrong) then you show ME what legal bases existed for this ruling. There were none.

Gordon Wayne Watts

I admitted to Judge OTTO, in my rehearing motion, that I was wrong in my belief that Tele-Conferences was mandated by Tele-Conference rules point #1. POINT? I am not above admitting that I could be wrong.

*Reply proper:*

**You said:** “Dear Mr. Watts: We have concluded our investigation...” **Response:** Thank you, but you have, for whatever reason, missed some things.

**You said:** “Even though...you are not a lawyer, you apparently attempted to file an affidavit and an *amicus* (e.g., friend of the court brief)...” **Response:** Correct on all points.

**You said:** “According to the affidavit...Mr. Daniggelis is a personal friend of yours.” **Response:** Correct.

**You said:** “You explained that you came to know Mr. Daniggelis through...Robert J. More, but that you never met Mr. Daniggelis in person. **Response:** Correct: We speak by phone on occasion. But, he is still my friend. And, I will add: I know it was the 'real' Richard Daniggelis, *not only* because of his knowledge of details in the case, which I later verified by numerous 'Records Requests' of the court, *but also* because of the passion he displayed. **Lastly**, Mr. More, on occasion, was on 3-way & verified Daniggelis' identity.

**You said:** “You also claimed to have “almost won 'the' “Terri Schiavo” case” all by yourself.” **Response:** Correct (as you may confirm by a search of either Lexis/Nexis, the Florida Supreme Court's docket, **and/or** a good Google search).

\* **In Re: GORDON WAYNE WATTS (as next friend of THERESA MARIE 'TERRI' SCHIAVO)**, No. SC03-2420 (Fla. Feb.23, 2005), denied 4-3 on rehearing. (Watts got 42.7% of his panel) <http://www.floridasupremecourt.org/clerk/dispositions/2005/2/03-2420reh.pdf>

\* **In Re: JEB BUSH, GOVERNOR OF FLORIDA, ET AL. v. MICHAEL SCHIAVO, GUARDIAN: THERESA SCHIAVO**, No. SC04-925 (Fla. Oct.21, 2004), denied 7-0 on rehearing. (Bush got 0.0% of his panel before the same court) <http://www.floridasupremecourt.org/clerk/dispositions/2004/10/04-925reh.pdf>

\* **Schiavo ex rel. Schindler v. Schiavo ex rel. Schiavo**, 403 F.3d 1223, 2005 WL 648897 (11th Cir. Mar.23, 2005), denied 2-1 on appeal. (Terri Schiavo's own blood family only got 33.3% of their panel on the Federal Appeals level) <http://media.ca11.uscourts.gov/opinions/pub/files/200511556.pdf>

You know why I mentioned this, *right?* It was not to 'brag' about myself, but rather to inform / assure you that while I was a “non-lawyer” & “total stranger” (and an imperfect human), that –that, nonetheless, I knew enough about law to not be a “waste of your time.” (I used more solid 'food/water' arguments than Jeb Bush, who focused primarily on the feeding tube, a similar, but distinct, legal issue, and that was probably why my pleading got farther than his: I even picked up several 'liberal' Justice votes in my bitter-sweet 4-3 loss.)

**You said:** “In any event, you claimed that Mr. Younes engaged in a conflict of interest...” **Response:** Correct; however, it is possible that I was a 'wee bit' wrong on details, here: The lawyer representing Daniggelis *may have* been the late Habib Younes, the father of Joseph Younes. Nonetheless, this is a minor point in the grand scheme of things, as conflict of interest still exists for all attorneys at Younes' firm.

**You said:** “You also claimed that the July 9, 2006, warranty deed must have been a forgery because the month appeared whited-out and the signature on that document was identical to the warranty deed to Mr. Younes dated May 9, 2006, that Mr. Daniggelis signed. **Response:** Correct. I claimed this, and you did not dispute it. Moreover, while I was the **only** one who raised the issue of the “identical signatures,” in court filings, still – the lack of consideration (payment) **alone** should have rendered this deal null & void *ab initio* (e.g., “dead on arrival,” from the very get go). That there was **also** a white-out only confirmed things. – **CAVEAT:** While it might require a handwriting expert to compare 2 'different' signatures (to determine if the same person signed them), that was **not** the case here: These signatures were clearly identical (read: photocopies, forgeries, fraud, felonies).

Mr. Daniggelis was the one who tipped me off to the 'identical signature' forgery (*which I eventually confirmed by pulling records from the court*), but Daniggelis was unable to inform the court of this, as I have now done: Daniggelis does **not** know how to file court-type paperwork, and I'm surprised he was able to somehow get a statement (affidavit) into the Recorder's Office that he signature was forged! (He probably had help.)

It is helpful to remember here, Mr. Krawczyk, that while all parties admit that the May 9, 2006 signature was genuine, nonetheless, for whatever reason, the deal fell through, and the closing **did not occur** within the specified time-frame. (Why else would there even *need* to be a July 9, 2006 Warranty Deed?) As the closing took place outside the time-window of the only 'real' (read: NOT FORGED) Warranty Deed, it was invalid, and a clear fraud. (Also, Daniggelis, like the very famous Lessie Towns – Google her if you've forgotten – was a victim of a “mortgage rescue scam,” and in both instances, Mr. Paul Leslie Shelton was involved: Shelton is a repeat offender in this regard. Mr. Towns got justice even though she actually **did** sign away her house: There was coercion and/or misrepresentation. Mr. Daniggelis, unlike Ms. Towns (*who was paid a personal visit by then-Gov. Pat Quinn, thereby gaining temporary fame*), did not sign anything that failed to have 'safeguards' put in place was to the time of the closing and the purposes, which, of course, were not to simply 'give away' his house, for free! Thus, he is even more deserving of “Justice,” as Mr. More might say –an “inside joke”: I am the webmaster to Mr. More's website, [www.ThirstForJustice.net](http://www.ThirstForJustice.net) .

**You said:** “Court records show that a foreclosure suit was filed against Mr. Daniggelis...it was his father, also an attorney and now deceased, who filed the pleadings.” **Response:** That much seems correct. May his father rest in peace, and I, again, offer my sincere condolences, and respect, to Mr. Younes regarding the passing of his father, Habib.

**You said:** “Mr. Younes explained that he purchased the property from Mr. Daniggelis...” **Response:** With all Due Respect to Mr. Younes, that is a bald-face lie: As stated earlier, there is ABSOLUTELY NO record of ANY payment (which would be necessary to claim a 'purchase'). Moreover, remember Younes lied to Rita C. Greggio, as I document in prior

communications to the IARDC. Please refer to the Thursday, 08 October 2015 reply to Atty. Rita C. Greggio, your colleague, and the Litigation Counsel initially assigned to this case:

((A)) First, on page 2 of said reply, I quote Younes, who claims: “In response, I have no idea as to what is being claimed or investigated.” Younes lied to Greggio, as I document: I had filed plenty of litigation in the Chancery and Civil cases by that point, and carefully made Younes sign for his service copies. I showed Greggio the documentation, which can be confirmed as authentic either by clicking on the links to FedEx or by contacting them directly.

Younes knew full-well what my concerns (complaints) were: He lied to the IARDC –and got caught.

((B)) Secondly, Younes replied to Greggio, and I quoted him where he said: “Apparently Mr. Watts has somehow attempted to embed himself in litigation involving a cloud on the title on a piece of property that I purchased at arm's length from Richard Daniggelis.”

*Do you see the problem here, Mr. Krawczyk?*

While, yes, I did attempt to 'embed' myself in said litigation, Younes' claim of an “at arm's length” relationship was, legally, false. (See page 6 of that reply for details: (Of course, since Younes –or perhaps his father – entered an appearance for Daniggelis in *Deutch Bank v. Daniggelis*, 2004-CH-10851, there was both 'control' and a 'special relationship,' thus this was an “Arm in Arm” transaction.

**So, let's get clear here:** Younes lied to you about his claim that there was a sale (which would necessitate payment, of course), **and he lied to Greggio at least twice** (maybe more?). Moreover, he & Shelton (*a repeat offender who was very famous: Google “Paul Shelton” and “Lessie Towns” and “Pat Quinn” if you didn't get the note*) are basically getting a free piece of property and house. Unless you act. Or a miracle occurs.

The claims that Daniggelis got a “free ride” from Younes & Shelton are not only false, but the opposite is quite true: This doesn't even count the huge quantity of rent that Daniggelis lost because no sane renter in his right mind would move in to a place with a cloud hanging over the title; he was lucky to get Mr. More to live with him rent-free!

**You said:** “Mr. Younes explained that he was not involved in the execution of the warranty deed but that the closing date was changed...” **Response:** How convenient that he would not remember, but still somehow benefit financially by getting property changed into his name, even in spite of the fact that a whole bank of trial court judges could offer no explanation. (They issued orders of 'what' happened, but nothing to justify 'why.')

**You said:** "...Mr. Daniggelis contested the validity of Mr. Younes' title to the [house and] property..." **Response:** I am sure that you would *too*, should someone simply forcibly snatch *your* house **and** land without ANY payment WHATSOEVER, simply as a result of the fact of you putting an ad in the paper for help to refinance, seek renters, investment, etc. – and your point?...

But I do acknowledge – *again* – your (true) claim that Daniggelis didn't pay 'rent' to Younes; yes, this point is moot in light of the theft of both house, land, and ability to rent a place with a cloud over the title (not to mention the various **documented** frauds that myself and Atty. Andjelko Galic – and Atty. Benji Philips – all three uncovered).

**You said:** "Mr. Younes explained that he could not keep up with his mortgage payments..." **Response:** Did you say 'his' mortgage payments? Mr. Younes' that is? Don't you think that your statement is unproved (as even you admit an appeal is ongoing)??

No, of course these were not Younes' payments to make.

However, it is no surprise that Younes was unable to keep up with said payments. He grabbed something that did not belong to him, and he got bit; that is his own fault, and no one else's.

**You said:** "On February 15, 2013, the court entered an order in favor of Mr. Younes...finding that Mr. Younes was the sole owner..." **Response:** Correct, but oddly-enough, neither the court nor Mr. Younes offered any explanation as to why in the world this could ever be legal. If you think that I am wrong here, I will listen to your explanation & wisdom, and quietly slink off into the darkness, admitting I am wrong, **but** if you can offer **no** explanation for the Feb. 15 ruling, then apparently you overlooked something big –possibly putting Daniggelis' life (or health) at risk, as this both makes him homeless, as well as constituted duress and both emotional and financial stress.

**To clarify:** Look again at the Feb. 15, 2013 ruling: It states what happened, but offers **\*\*no\*\*** legal justification. Moreover, reading the various briefs filed by Shelton and Younes, one sees that their only argument is that Daniggelis simply "signed away" his house, in his family for generations, **and with hundreds of thousands of dollars of equity** – for FREE: There is absolutely NO record of "consideration" (e.g., documented payment to Daniggelis). This causes three (3) problems, Mr. Krawczyk: ((#1)) First, as a "practical" matter, it's **unreasonable** to assume anyone in their right mind (or even anyone in their 'crazy' mind) would simply "give away" such large quantities of equity (not to mention the sentimental value that was once his grandfather's house). ((#2)) Secondly, as a "moral" issue, theft is wrong. (Are courts & regulatory agencies –such as yours –still guided by mores & morals?) ((#3)) Thirdly, while numerous "legal" problems exist, one "jumps off" the pages of the brief at me (and you too?): Did you not notice that absolutely NO record of 'consideration' (e.g., payment) exists for said house and property?

Look again at Argument IV. C. “Lack of consideration (payment),” on page 6 of my *Amicus*, dated Monday, 03 August 2015, in the underlying Chancery Division case (*GMAC v. Daniggelis*: Case No.: 2007 CH 29738): It's well-settled case-law that no contract is valid if it lacks consideration: Sometimes consideration is “nominal,” meaning it was stated for form only, such as “for and in consideration of TEN and NO/100ths Dollars (\$10.00) and other good and valuable consideration in hand paid,” (as was done on these Warranty Deeds) –and sometimes used to hide the true amount being paid. But it's also undisputed that Consideration must be of value (at least to the parties), and is exchanged for the performance or promise of performance by the other party. This, alone, voids the so-called “sale”: *Stilk v. Myrick*, 170 Eng. Rep. 1168, 1168 (1809) (L.R.C.P) (**Ellenborough, L**) (holding a renegotiated contract void due to lack of consideration).

This case law is old, but undisturbed and valid.

However, more “to the point”: Daniggelis reported to me that he was offered about \$1,500.00 dollars, but refused to cash the check, as he never consented to any 'sale.' If you can show me “real” bank records, not just some 'vague' claim by Younes, where he cashed a check for any amount at that time, I'll concede that I'm an idiot & admit wrong... Not.

For the record, in one Chancery filing, which you may have come across, I told Hon. Judge Michael F. Otto, that I had a 'right' to a telephonic hearing, but he showed me where statutory law and case law said differently. –RESULT? I apologised & admitted that I was wrong: Procedural Due Process didn't even give a right to appear in court (physically or by telephonic conference) for parties to the case, much less myself. –So, I'm open to admitting that I am wrong – **IF and ONLY if I'm actually wrong.**

**You said:** “An appeal in that [Chancery Division] case is remains pending...There is also an appeal pending in that [Civil Division] case [the eviction resulting from the Chancery ruling]...” **Response:** Correct, but whatever may (or may not) happen in either of these cases can not –and *will* not –(legally) abrogate, annul, or obviate your moral & legal duties to consider my claims that you overlooked key “issues of fact” (resulting in key screw-ups at law, some of which may jeopardise life or health –and set bad precedent, sending the 'wrong message' to bad guys, who, unlike yourself and myself, don't operate with honour or integrity). **Translation:** This is no excuse to “look the other way.”

**You said:** “You acknowledge that Mr. Daniggelis was represented at various times by [several] attorneys...” **Response:** Correct, but this does not somehow give me an excuse to “pass the buck” or “look the other way,” when I see wrongdoing proceed unchecked. And your point?... **You said:** “Neither any judge nor any lawyer reported any wrongdoing by Mr. Younes to the [Illinois Attorney Registration and Disciplinary] Commission. **Response:** Correct, but your point?... That is interesting, but not determinative nor conclusive to my complaints.

**You said:** “In fact, rather than blaming Mr. Younes for any impropriety, the third amended answer in the 2007 foreclose case filed by Mr. Daniggelis' attorney acknowledged that Mr. Daniggelis signed the May 9, 2006 deed...and that Mr. Shelton and/or Mr. Rhone altered the date of the deed...” **Response:** OK, I can't find this particular reply brief in my own online docket[/\*\*/] records (which, I admit, are incomplete due to the cost factor of posting thousands of records online), but as it sounds right, I'll take your word. *However...*

[/\*\*/] [www.GordonWatts.com/MortgageFraudCourtDocs/DOCKET-MortgageFraudCase.html](http://www.GordonWatts.com/MortgageFraudCourtDocs/DOCKET-MortgageFraudCase.html)  
mirror:

[www.GordonWayneWatts.com/MortgageFraudCourtDocs/DOCKET-MortgageFraudCase.html](http://www.GordonWayneWatts.com/MortgageFraudCourtDocs/DOCKET-MortgageFraudCase.html)

*See also:* “(Tue. 01 Dec. 2015, from Staff Reports) Courts \* Chicago Courts refuse to help elderly 'Mortgage Rescue Scam' victim; make him homeless:” news item as front-page news on *The Register*, at [www.GordonWatts.com](http://www.GordonWatts.com) or [www.GordonWayneWatts.com](http://www.GordonWayneWatts.com)

**First off**, as I've stated before, we all agree that Daniggelis signed the May 9, 2006 deed, but this point is moot: The deal (for whatever reason) fell through, and the closing did NOT take place during the time-frame limited by the POA (Power of Attorney) in this case. Your point?...

**Secondly**, some attorney admitted that the deed was altered? Your point?... This seems to prove that there *was* fraud committed. Absent evidence otherwise, I don't see why you have failed to act.

**You said:** “Moreover, according to the transcript of the February 13, 2013, hearing on the motion for summary judgment, Mr. Daniggelis' attorney provided no caselaw to support his claims related to the purported fraudulent conveyance.” **Response:** OK, maybe he didn't provide any Oral argument, but you did read his briefs related to the lack of consideration (payment) and some evidence of an altered signature, right? (This begs the question: Why could the court legally just 'give away' a family house with hundreds of thousands of dollars of equity that has, since, been squandered and unaccounted for – without consideration – e.g., payment.) Moreover, so what if his attorney is incompetent? (I don't think he is, but I infer that from your statement.) So what? Since **\*\* I \*\*** provided all the proof necessary of *multiple* frauds, what is your concern here?

**PS:** I don't mean to be harsh, Mr. Krawczyk. Again, respectfully, you have done probably more to investigate legitimate complaints at law than all the trial courts **\*\*combined\*\*** – but, respectfully, you miss the point: Laws were broken. Lots of them.

**You said:** “The Commission can not take the place of a court of law...” **Response:** No, but if you are using the courts as an excuse to not do your job, then you mind as well close shop and never investigate any complaint again, and merely “pass the buck.” (But surely you could not have meant that, now could you?)

**You said:** “Under all of the circumstances, we have determined that we would be unable to prove by clear and convincing evidence...that Mr. Younes engaged in professional misconduct...Very truly yours, Albert S. Krawczyk [] Senior Counsel” – **Response:** Thank you for your efforts so far. – So, your state (Illinois) uses the intermediate standard, *eh?* That is one of the four (4) 'main' standards for a 'Burden of Proof':

1. **Reasonable suspicion** (A low standard of proof to determine whether a investigation by some government agent –such as yourself –is warranted –or a search by a police officer in a similar setting.)
2. **Preponderance of the evidence** (Aka: “balance of probabilities,” often times “50% plus one” likelihood.)
3. **Clear and convincing evidence** (The intermediate standard you say that you all are using, e.g., between #2 above and #4 below.)
4. **Beyond reasonable doubt** (Not quite the impossible standard of “Beyond the shadow of a doubt,” but certainly the highest standard in Anglo-American jurisprudence & typically only in criminal proceedings, where there's no plausible reason to believe otherwise.)

OK... very well. I think that you and co-counsel Greggio were lied to no less than three (3) times, and that you (being human and busy) overlooked some key evidence and (related) arguments, as evidenced by some of your statements.

Let us also not forget, Mr. Krawczyk, that Under Illinois law, the continued open and visible possession of the home by the scammed homeowners, after being duped by the foreclosure rescue operator, is sufficient to charge those subsequently acquiring title & security interests in the home with notice of the **fraud**, thereby disqualifying them from *bona fide* purchaser status. An Illinois appeals court ruling in *Life Savings & Loan Association v. Bryant*, 125 Ill. App. 3d 1012, 81 Ill. Dec. 577, 467 N.E.2d 277 (1st Dist. 1984) addresses this point: Illinois courts have uniformly held that the actual occupation of land is equivalent to the recording of the instrument under which the occupant claims interest in the property. (*Bullard v. Turner* (1934), 357 Ill. 279, 192 N.E. 223; *Beals v. Cryer* (1981), 99 Ill. App. 3d 842, 426 N.E.2d 253).

**\*\*\* ADMISSION \*\*\***

If you can find fault with even one of my assertions (particularly my claim that absolutely NO record of 'consideration' – e.g., payment – exists, thus rendering the 'sale' null and void), then I will admit wrong and withdraw my requests for First Amendment Redress here. Please bear in mind, Mr. Krawczyk, that my lack of 'standing' as a 'party' does not abrogate any regulatory agencies from their duties, as if that is somehow an excuse, and I am heartened and thankful by the fact that you have taken your job seriously, in stark contrast to the court who have used this as an excuse to pass the buck or “look the other way.” **BUT:** The job is not done, and an injustice remains.



I am not – in any way – accusing *you* of engaging in any of this, as **your** involvement is a matter of “first impression,” and you – in spite of several key screw-ups – still did a pretty good job as an investigatory agency, here.

But, please be on note that this has gone on long enough, and justice delayed is justice denied: Since I have documented no less than three (3) times where Younes lied to you (not counting the fact that Shelton is a repeat offender, here, in regard to “Lessie Towns” fame: Google him, if you forget), I have about had it with corrupt Illinois courts.

Since I am now going to be involving the local news media, the Attorney General's Office (due to the repeated false statements to your agency, the IARDC), and the Cook County SAO ('State's Attorney Office,' which has previously expressed in telephone calls that the SOL, e.g., 'Statutes of Limitations,' has run out), I have an obligation to show the SAO that it was in legal error in its claims that the SOL have expired and run out. – To that end, I'm appending my complaint with some relevant case law that may – or may not – be relevant to *your* investigation:

### **Statutes of Limitations**

As you know, on April 20, 2007, Daniggelis executed a “Fraudulent Document Notice” to both the Cook County Recorder's office (doc number: 0711039132, on 4/20/2007) and to the trial court (exhibit 'F' of the July 30, 2008 filing by Atty. Benji Philips, in 2007-CH-29738, in Chancery) that the July 09, 2006 Warranty Deed (doc no: 0622826137 at the Recorder's Office, on 8/16/2006) was a forgery. Since he regularly complained to both the cops and the courts, even putting it “on record,” then the police, sheriff, courts system, state attorney's office, AND the attorney general's office should have had official notice of this and questioned Daniggelis for details so that this felony forgery fraud (by photocopying a signature) could be investigated and prosecuted. That is wasn't investigated in a timely fashion might result in the Statutes of Limitations running out for forgery, perjury, or other such criminal felonies. However, “Delay in the prosecution of a suit is sufficiently excused, where occasioned solely by the official negligence of the referee, without contributory negligence of the plaintiff, especially where no steps were taken by defendant to expedite the case.” ***Robertson v. Wilson*, 51 So. 849, 59 Fla. 400, 138 Am.St.Rep. 128. (Fla. 1910)** Moreover, “When facts are to be considered and determined in the administration of statutes, there must be provisions prescribed for due notice to interested parties as to time and place of hearings with appropriate opportunity to be heard in orderly procedure sufficient to afford due process and equal protection of the laws...” ***Declaration of Rights, §§ 1,12. McRae v. Robbins*, 9 So.2d 284, 151 Fla. 109. (Fla. 1942)** While this is **Florida** case law (where I am more familiar), I am sure that any good lawyer could find **Illinois** state law to support this. – In fact, ***EEOC v. Indiana Bell*, 256 F.3d 516 (2001)**, allows for excusable delay in filing, prosecution, etc., and as this is a Federal case, the Supremacy Clause would probably control on this point of law, if Illinois State Law is silent. (And, any judge or justice who was truly seeking Due Process and Equal Protection, would find this to be Constitutionally sound case law—and allow Daniggelis to avoid being penalised or lose his house simply because the cops,

courts, and state attorney's office kept "passing the buck" back and forth until the clock ran out. Of course, since cops, courts, and SAO refused to act when they could, this is legally equivalent to fraudulent concealment. **In addition, there indeed is Illinois state law in favour of equitable tolling for Daniggelis, should he need it:** Equitable tolling of a statute of limitations is appropriate if the plaintiff has been prevented from asserting his or her rights in some extraordinary way. (Daniggelis, whose has counter-claims of fraud, would be a plaintiff here, and thus this controls.) **Ciers v. O.L. Schmidt Barge Lines, Inc., 285 Ill.App.3d 1046, 1052, 221 Ill.Dec. 303, 675 N.E.2d 210 (1996).** Thus, even *if* Statutes of Limitations is used to bar Daniggelis' claims on this head (and it may not), here is case law to grant justice & prevent his house from outright being stolen in this mortgage fraud.

PS: I am including some supporting documentation in this reply, in order to make it more convenient for you to have access to the key documents in question. – CAVEAT: I am not forging documents, myself, but please do not take my documents to be 'genuine': For 'Official' documents, I refer you to the court, which – I see – you have accessed and reviewed.

Finally, as I've stated before, if I'm wrong, please show me where I'm wrong; if not, please take appropriate action with regard to Younes, Shelton, and the other players.

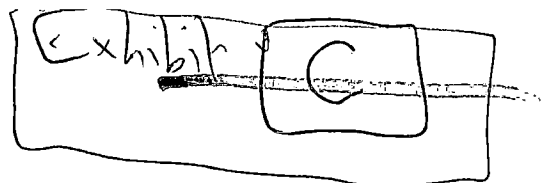
With kind regards, I am,

Sincerely,

A handwritten signature in black ink, appearing to read "Gordon Wayne Watts", written over a horizontal line.

Gordon Wayne Watts

# E-Mail Cover Sheet



## From the Desk of: Gordon Wayne Watts

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**To:** Atty. Albert S. Krawczyk, Esq., Senior Counsel  
**c/o:** Rolanda R. Jones-Golden, Senior Paralegal  
/Coordinator, for Mr. Krawczyk, **Illinois Attorney  
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### **Cc: Joseph Younes Law Offices**

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E-mail is: [RoJoe69@yahoo.com](mailto:RoJoe69@yahoo.com) per

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per: [http://www.il-reab.com/agents/26812-paul-l-shelton-  
shelton-associates-hinsdale-il-60523](http://www.il-reab.com/agents/26812-paul-l-shelton-shelton-associates-hinsdale-il-60523)

**E-mail: [PLShelton@SBCGlobal.net](mailto:PLShelton@SBCGlobal.net)**

per: <http://www.zoominfo.com/p/Paul-Shelton/-939241>

**Note:** Mr. Shelton's last known address (10 North Adams  
Street Hinsdale, IL 60521) has (ironically) gone into  
foreclosure: “10 North Adams Street, Hinsdale, IL []  
House in Hinsdale, Hinsdale, Du Page County, IL, 60521  
[] This property was delisted 1 day ago and is no longer  
available.” *Source:*

[http://www.estate.ly.com/listings/info/10-north-adams-  
street--1](http://www.estate.ly.com/listings/info/10-north-adams-street--1)

Cf: [https://www.redfin.com/IL/Hinsdale/10-N-Adams-St-  
60521/home/17174116](https://www.redfin.com/IL/Hinsdale/10-N-Adams-St-60521/home/17174116)

**Cc: Peter King** (Atty. for Joseph Younes) (Atty. No.:  
48761) c/o: King Holloway LLC,  
[www.KingHolloway.com/contact.htm](http://www.KingHolloway.com/contact.htm)  
**Attn: Peter M. King, Esq.**

One North LaSalle Street, Suite 3040, Chicago, IL  
60602, PH: (312) 780-7302 / (312) 724-8218 / Direct:  
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[PKing@KingHolloway.com](mailto:PKing@KingHolloway.com)**

**(Not:** “101 N. Wacker Dr., STE 2010, Chicago, IL  
60606” – **Note:** Mr. King has informed me that the  
Wacker Drive address is outdated and that this  
address is the current service address, and his law  
office website, listed above, confirms this is correct.)  
I represent to the IARDC that Mr. King has  
graciously consented to email service, but, just to be  
safe, I shall attempt to effect service in all standard  
methods.

**Cc: Andjelko Galic, Esq.** (Atty. No.: 33013), Atty.  
for Defendant, Mr. Richard B. Daniggelis, e.g., the  
elderly victim of the mortgage fraud rescue scheme  
134 North LaSalle St., STE 1040, CHICAGO IL,  
60602 – (Cell: 312-217-5433, FAX: 312-986-1810,  
PH: 312-986-1510), **E-mail:**  
[AndjelkoGalic@Hotmail.com](mailto:AndjelkoGalic@Hotmail.com),  
**and: [AGForeclosureDefense@gmail.com](mailto:AGForeclosureDefense@gmail.com)**

**(Note:** The Nov. 16, 2015 proposed order by Mr.  
Galic in the Law Division case representing  
Daniggelis, e.g., 2007-CH-29738, **GMAC  
MORTGAGE LLC, et al. v. MR. RICHARD B.  
DANIGGELIS, et al.**, suggests that STE 1810 is a  
old address and that he is now in STE 1040.)

**Cc: Paul L. Shelton, Pro Se**, 3 Grant Square, SUITE  
#363, Hinsdale, IL 60521-3351

**Date:** Saturday, 30 April 2016

**Subject:** Re: Joseph Younes, in relation to Gordon Wayne Watts, case #: 2015-IN-03387

**Reply:** Dear Atty. Krawczyk: I am in receipt of your postal mail dated Feb. 19, 2016.

Thank you for taking time to investigate my complaints & concerns about Atty. Paul Leslie Shelton, Esq. and Atty. Joseph Younes, Esq. **Before I reply to your postal letter dated Feb. 19, 2016, I would like to apologize, *Big Time – Major League*:**

**As you know, you replied to me over 2 months ago.** (*And that doesn't even count the time it took for me to write the IARDC –and the time it took for your IARDC Litigation Co-Counsel, Atty. Rita C. Greggio, Esq., to reply before that.*)

**[[ REASONS for DELAY ]]** –Since Mr. Daniggelis (who is now 77-years old, I understand) told me in no uncertain terms that he was homeless & living on the street (and possibly also in a U-Haul-it-type moving vehicle) for at least part of the time subsequent to (and as a direct result of) the “Mortgage Rescue Scheme/Scam,” **I had a 'moral' (if not legal) obligation to tarry not: There is no excuse on my end for the untenable delay.** But, for the record, I've had to help my elderly, eighty-one (81) year-old father, with his failing business, run household errands, & deal with my own financial problems, and work full-time as the Editor-in-Chief to *The Register* (which holds many entities responsible for misdeeds, as you may confirm by clicking on said homepage in the Master-head of this reply, *immediately above*). Additionally, an out-of-town guest needed driving directions when his “smart phone” led him astray; that used up my entire weekend, sitting by Google maps, with him on the phone; I'm exhausted (physically, mentally, & emotionally) , but I have an obligation to **you** (and Mr. Daniggelis) to reply to your investigatory findings –*some of which are incorrect.*

Moreover, in spite of the fact that you made several key 'major' screw-ups, I can tell by the diligence you've devoted to your reply, Mr. Krawczyk, that, while imperfect, you're neither dishonest nor lazy: I've done my “Due Diligence” on researching you: You're indeed worthy of the title “Senior counsel,” something that I don't think I can say about the trial court judges overseeing Mr. Daniggelis' case –one of whom never even replied at all to my request to Supplement the Record on Appeal in the Civil Division case –a clear “**Procedural** Due Process” issue –as it's the initial duty of the *trial* court (not the *appeals* court) to address 'Record Supplement' issues for appeals, not even counting the “**Sustentative** Due Process” issues that became apparent when the trial court simply decided to ignore the clear fraud, when review on the merits was given to both the complaints of Mr. Andjelko Galic (Daniggelis' attorney) and myself.

**Again, I tender my deep apologies for my negligence: If anything happens to my friend, Mr. Daniggelis, as a result of my delay, his blood will be on my hands. –**

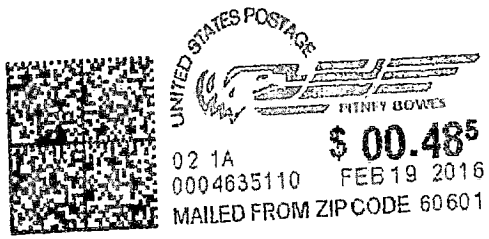
*Therefore:*

Without any further delay, I shall reply to your response, addressing each point—to show proper respect for *your* Due Diligence:

First, please see below for a copy of your 2-page postal letter to me (albeit marked up with my notes/comments). – Below that, I shall reply to **each** point – some of which were correct – but some of which were major (tho probably not malicious) screw-ups.

IARDC reply to Gordon Wayne Watts, dated Friday, 19 February 2016  
Re: Joseph Younes in relation to Gordon Wayne Watts, Case Number: 2015IN03387

ATTORNEY REGISTRATION AND DISCIPLINARY COMMISSION  
ONE PRUDENTIAL PLAZA  
130 EAST RANDOLPH DRIVE, SUITE 1500  
CHICAGO, ILLINOIS 60601-6219



Received:

Tuesday, 23 February 2016

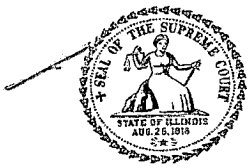
*(Handwritten signature)*

Richard Joseph  
Golden

130 East Randolph Drive, Suite 1500  
Chicago, Illinois 60601-6219  
(312) 565-2600 (800) 826-8625  
Fax (312) 565-2320  
Gordon Wayne Watts  
821 Alicia Road  
Lakeland, FL 33801-2113

0000187113 0000





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Fax (217) 546-3785

Chicago  
February 19, 2016

Re: Joseph Younes  
in relation to  
Gordon Watts  
No. 2015IN03387

Dear Mr. Watts:

We have concluded our investigation in the above-captioned matter.

You complained about Joseph Younes' conduct in connection with his purchase of property from Richard Danniggelis. Even though you acknowledge that you are not a lawyer, you apparently attempted to file an affidavit and an *amicus curiae* brief in a 2007 foreclosure case filed in Cook County, Illinois, against Mr. Danniggelis and others. According to the affidavit and proposed brief, Mr. Danniggelis is a personal friend of yours. You explained that you came to know Mr. Danniggelis through his tenant Robert J. More, but you never met Mr. Danniggelis in person. You also claimed to have "almost won" the "Terri Schiavo" case" all by yourself. **CORRECT. This for anyhow...**

In any event, you claimed that Mr. Younes engaged in a conflict when he took title to Mr. Danniggelis' property at 1725 N. Sedgewick St. in Chicago after he represented Mr. Danniggelis in a foreclosure suit filed against him in 2004 in connection with the same property. You also claimed that the July 9, 2006, warranty deed must have been a forgery because the month appeared whited-out and the signature on that document was identical to the warranty deed to Mr. Younes dated May 9, 2006, that Mr. Danniggelis signed. **CORRECT: I claimed this - and you did not dispute it.**

Court records show that a foreclosure suit was filed against Mr. Danniggelis in 2004 and eventually dismissed by the lender in 2006. While the electronic docket sheet in the case shows that Mr. Younes filed a motion to vacate the foreclosure sale of the property, the docket sheet shows that on the same date, attorney Habib Younes also filed pleadings in the case for Mr. Danniggelis. Mr. Younes denied representing Mr. Danniggelis and explained that it was his father, also an attorney and now deceased, who filed the pleadings. Mr. Younes explained that he purchased the property from Mr. Danniggelis through attorney Paul Shelton (now disbarred as a result of unrelated misconduct) in 2006, leading to the payment of that mortgage and dismissal of the foreclosure case. Gordon Wayne Watts **→ FALSE! There**

Mr. Younes explained that he was not involved in the execution of the warranty deed but that the closing date was changed, apparently from May to July 9, 2006. He also explained that after he purchased the property from Mr. Danniggelis, he allowed Mr. Danniggelis to retain possession of the property after the closing date; however, Mr. Danniggelis contested the validity of Mr. Younes' title to the property and ended up holding possession for about eight years while litigation pended, i.e., until about July 2015, without paying the mortgage and expenses.

**No: "RELATED"**  
**disbarred & lost brother license for doing the same thing**

**was NO consideration (payment) - thus NO PURCHASE**

Correct - But since the ORDER had NO legal bases, the judge was NEVER able to give a legal justification in his written order.

Mr. Younes explained that he could not keep up with his mortgage payments without getting income from the property and a second mortgage foreclosure was filed. Court records show that in 2007, a foreclosure case was filed against Mr. Younes, Mr. Dannigelis (apparently because of his cloud on the title) and others. On February 15, 2013, the court entered an order in favor of Mr. Younes and against Mr. Dannigelis finding that Mr. Younes was the sole owner of the property and that Mr. Dannigelis had no interest. Thereafter, the court denied Mr. Dannigelis' motion to reconsider. On May 15, 2014, the court issued a memorandum of judgment dismissing Mr. Dannigelis' action to quiet title and cancelling the fraudulent document notice that he had recorded. An appeal in that case remains pending.

Mr. Younes filed a forcible entry and detainer action against Mr. Dannigelis in 2014 to obtain possession of the property. On January 27, 2015, the court entered an order of possession. There is an appeal also pending in that case.

You acknowledged that Mr. Dannigelis was represented at various times by attorneys from Chicago Volunteer Legal Service and by attorney Andjelko Galic. Neither any judge nor any lawyer reported any wrongdoing by Mr. Younes to the Commission. In fact, rather than blaming Mr. Younes for an impropriety, the third amended answer in the 2007 foreclosure case filed by Mr. Dannigelis' attorney acknowledged that Mr. Dannigelis signed the May 9, 2006, deed; that Habib Younes filed the motion to stay the foreclosure sale in the 2004 foreclosure case; that Mr. Dannigelis signed a power of attorney (prepared by Mr. Shelton) at the direction of Erika Rhone, Mr. Shelton's former employee; and that Mr. Shelton and/or Ms. Rhone altered the date on the deed to July 9, 2006. Moreover, according to the transcript of the February 13, 2013, hearing on the motion for summary judgment, Mr. Dannigelis' attorney provided no caselaw to support his claims related to the purported fraudulent conveyance.

The Commission cannot take the place of a court of law to determine individual rights. Under all of the circumstances, we have determined that we would be unable to prove by clearing and convincing evidence at a formal disciplinary hearing that Mr. Younes engaged in professional misconduct warranting action against his license to practice law. As a result, we will take no further action.

Very truly yours,

*Albert S. Krawczyk*

Albert S. Krawczyk  
Senior Counsel

Not quite: After the 1st deed fell through, someone forged the signature & pushed the forged document through.

ASK:cc  
MAINLIB-#717752-v1

*MW*

If you disagree with me (hey, I could be wrong) then you show ME what legal bases existed for this ruling. There were none.

*Gordon Wayne Watts*

I admitted to Judge OTTO, in my rehearing motion, that I was wrong in my belief that Tele-Conferences rules mandated my Tele-Conference - No, they only permit it. POINT? I am not above admitting that I could be wrong.

*Reply proper:*

**You said:** “Dear Mr. Watts: We have concluded our investigation...” **Response:** Thank you, but you have, for whatever reason, missed some things.

**You said:** “Even though...you are not a lawyer, you apparently attempted to file an affidavit and an *amicus* (e.g., friend of the court brief)...” **Response:** Correct on all points.

**You said:** “According to the affidavit...Mr. Daniggelis is a personal friend of yours.” **Response:** Correct.

**You said:** “You explained that you came to know Mr. Daniggelis through...Robert J. More, but that you never met Mr. Daniggelis in person. **Response:** Correct: We speak by phone on occasion. But, he is still my friend. And, I will add: I know it was the 'real' Richard Daniggelis, *not only* because of his knowledge of details in the case, which I later verified by numerous 'Records Requests' of the court, *but also* because of the passion he displayed. **Lastly**, Mr. More, on occasion, was on 3-way & verified Daniggelis' identity.

**You said:** “You also claimed to have “almost won 'the' “Terri Schiavo” case” all by yourself.” **Response:** Correct (as you may confirm by a search of either Lexis/Nexis, the Florida Supreme Court's docket, **and/or** a good Google search).

\* **In Re: GORDON WAYNE WATTS (as next friend of THERESA MARIE 'TERRI' SCHIAVO)**, No. SC03-2420 (Fla. Feb.23, 2005), denied 4-3 on rehearing. (Watts got 42.7% of his panel) <http://www.floridasupremecourt.org/clerk/dispositions/2005/2/03-2420reh.pdf>

\* **In Re: JEB BUSH, GOVERNOR OF FLORIDA, ET AL. v. MICHAEL SCHIAVO, GUARDIAN: THERESA SCHIAVO**, No. SC04-925 (Fla. Oct.21, 2004), denied 7-0 on rehearing. (Bush got 0.0% of his panel before the same court) <http://www.floridasupremecourt.org/clerk/dispositions/2004/10/04-925reh.pdf>

\* **Schiavo ex rel. Schindler v. Schiavo ex rel. Schiavo**, 403 F.3d 1223, 2005 WL 648897 (11th Cir. Mar.23, 2005), denied 2-1 on appeal. (Terri Schiavo's own blood family only got 33.3% of their panel on the Federal Appeals level) <http://media.ca11.uscourts.gov/opinions/pub/files/200511556.pdf>

You know why I mentioned this, *right?* It was not to 'brag' about myself, but rather to inform / assure you that while I was a “non-lawyer” & “total stranger” (and an imperfect human), that –that, nonetheless, I knew enough about law to not be a “waste of your time.” (I used more solid 'food/water' arguments than Jeb Bush, who focused primarily on the feeding tube, a similar, but distinct, legal issue, and that was probably why my pleading got farther than his: I even picked up several 'liberal' Justice votes in my bitter-sweet 4-3 loss.)

**You said:** “In any event, you claimed that Mr. Younes engaged in a conflict of interest...” **Response:** Correct; however, it is possible that I was a 'wee bit' wrong on details, here: The lawyer representing Daniggelis *may have* been the late Habib Younes, the father of Joseph Younes. Nonetheless, this is a minor point in the grand scheme of things, as conflict of interest still exists for all attorneys at Younes' firm.



**You said:** “You also claimed that the July 9, 2006, warranty deed must have been a forgery because the month appeared whited-out and the signature on that document was identical to the warranty deed to Mr. Younes dated May 9, 2006, that Mr. Daniggelis signed. **Response:** **Correct. I claimed this, and you did not dispute it.** Moreover, while I was the **only** one who raised the issue of the “identical signatures,” in court filings, still – the lack of consideration (payment) **alone** should have rendered this deal null & void *ab initio* (e.g., “dead on arrival,” from the very get go). That there was **also** a white-out only confirmed things. – **CAVEAT:** While it might require a handwriting expert to compare 2 'different' signatures (to determine if the same person signed them), that was **not** the case here: These signatures were clearly identical (read: photocopies, forgeries, fraud, felonies).

Mr. Daniggelis was the one who tipped me off to the 'identical signature' forgery (*which I eventually confirmed by pulling records from the court*), but Daniggelis was unable to inform the court of this, as I have now done: Daniggelis does **not** know how to file court-type paperwork, and I'm surprised he was able to somehow get a statement (affidavit) into the Recorder's Office that he signature was forged! (He probably had help.)

It is helpful to remember here, Mr. Krawczyk, that while all parties admit that the May 9, 2006 signature was genuine, nonetheless, for whatever reason, the deal fell through, and the closing **did not occur** within the specified time-frame. (Why else would there even *need* to be a July 9, 2006 Warranty Deed?) As the closing took place outside the time-window of the only 'real' (read: NOT FORGED) Warranty Deed, it was invalid, and a clear fraud. (Also, Daniggelis, like the very famous Lessie Towns – Google her if you've forgotten – was a victim of a “mortgage rescue scam,” and in both instances, Mr. Paul Leslie Shelton was involved: Shelton is a repeat offender in this regard. Mr. Towns got justice even though she actually **did** sign away her house: There was coercion and/or misrepresentation. Mr. Daniggelis, unlike Ms. Towns (*who was paid a personal visit by then-Gov. Pat Quinn, thereby gaining temporary fame*), did not sign anything that failed to have 'safeguards' put in place was to the time of the closing and the purposes, which, of course, were not to simply 'give away' his house, for free! Thus, he is even more deserving of “Justice,” as Mr. More might say –an “inside joke”: I am the webmaster to Mr. More's website, [www.ThirstForJustice.net](http://www.ThirstForJustice.net) .

**You said:** “Court records show that a foreclosure suit was filed against Mr. Daniggelis...it was his father, also an attorney and now deceased, who filed the pleadings.” **Response:** That much seems correct. May his father rest in peace, and I, again, offer my sincere condolences, and respect, to Mr. Younes regarding the passing of his father, Habib.

**You said:** “Mr. Younes explained that he purchased the property from Mr. Daniggelis...” **Response:** With all Due Respect to Mr. Younes, that is a bald-face lie: As stated earlier, there is ABSOLUTELY NO record of ANY payment (which would be necessary to claim a 'purchase'). Moreover, remember Younes lied to Rita C. Greggio, as I document in prior

communications to the IARDC. Please refer to the Thursday, 08 October 2015 reply to Atty. Rita C. Greggio, your colleague, and the Litigation Counsel initially assigned to this case:

((A)) First, on page 2 of said reply, I quote Younes, who claims: “In response, I have no idea as to what is being claimed or investigated.” Younes lied to Greggio, as I document: I had filed plenty of litigation in the Chancery and Civil cases by that point, and carefully made Younes sign for his service copies. I showed Greggio the documentation, which can be confirmed as authentic either by clicking on the links to FedEx or by contacting them directly.

Younes knew full-well what my concerns (complaints) were: He lied to the IARDC –and got caught.

((B)) Secondly, Younes replied to Greggio, and I quoted him where he said: “Apparently Mr. Watts has somehow attempted to embed himself in litigation involving a cloud on the title on a piece of property that I purchased at arm's length from Richard Daniggelis.”

*Do you see the problem here, Mr. Krawczyk?*

While, yes, I did attempt to 'embed' myself in said litigation, Younes' claim of an “at arm's length” relationship was, legally, false. (See page 6 of that reply for details: (Of course, since Younes –or perhaps his father – entered an appearance for Daniggelis in *Deutch Bank v. Daniggelis*, 2004-CH-10851, there was both 'control' and a 'special relationship,' thus this was an “Arm in Arm” transaction.

**So, let's get clear here:** Younes lied to you about his claim that there was a sale (which would necessitate payment, of course), **and he lied to Greggio at least twice** (maybe more?). Moreover, he & Shelton (*a repeat offender who was very famous: Google “Paul Shelton” and “Lessie Towns” and “Pat Quinn” if you didn't get the note*) are basically getting a free piece of property and house. Unless you act. Or a miracle occurs.

The claims that Daniggelis got a “free ride” from Younes & Shelton are not only false, but the opposite is quite true: This doesn't even count the huge quantity of rent that Daniggelis lost because no sane renter in his right mind would move in to a place with a cloud hanging over the title; he was lucky to get Mr. More to live with him rent-free!

**You said:** “Mr. Younes explained that he was not involved in the execution of the warranty deed but that the closing date was changed...” **Response:** How convenient that he would not remember, but still somehow benefit financially by getting property changed into his name, even in spite of the fact that a whole bank of trial court judges could offer no explanation. (They issued orders of 'what' happened, but nothing to justify 'why.')

**You said:** "...Mr. Daniggelis contested the validity of Mr. Younes' title to the [house and] property..." **Response:** I am sure that you would *too*, should someone simply forcibly snatch *your* house **and** land without ANY payment WHATSOEVER, simply as a result of the fact of you putting an ad in the paper for help to refinance, seek renters, investment, etc. – and your point?...

But I do acknowledge – *again* – your (true) claim that Daniggelis didn't pay 'rent' to Younes; yes, this point is moot in light of the theft of both house, land, and ability to rent a place with a cloud over the title (not to mention the various **documented** frauds that myself and Atty. Andjelko Galic – and Atty. Benji Philips – all three uncovered).

**You said:** "Mr. Younes explained that he could not keep up with his mortgage payments..." **Response:** Did you say 'his' mortgage payments? Mr. Younes' that is? Don't you think that your statement is unproved (as even you admit an appeal is ongoing)??

No, of course these were not Younes' payments to make.

However, it is no surprise that Younes was unable to keep up with said payments. He grabbed something that did not belong to him, and he got bit; that is his own fault, and no one else's.

**You said:** "On February 15, 2013, the court entered an order in favor of Mr. Younes...finding that Mr. Younes was the sole owner..." **Response:** Correct, but oddly-enough, neither the court nor Mr. Younes offered any explanation as to why in the world this could ever be legal. If you think that I am wrong here, I will listen to your explanation & wisdom, and quietly slink off into the darkness, admitting I am wrong, **but** if you can offer **no** explanation for the Feb. 15 ruling, then apparently you overlooked something big –possibly putting Daniggelis' life (or health) at risk, as this both makes him homeless, as well as constituted duress and both emotional and financial stress.

**To clarify:** Look again at the Feb. 15, 2013 ruling: It states what happened, but offers **\*\*no\*\*** legal justification. Moreover, reading the various briefs filed by Shelton and Younes, one sees that their only argument is that Daniggelis simply "signed away" his house, in his family for generations, **and with hundreds of thousands of dollars of equity** – for FREE: There is absolutely NO record of "consideration" (e.g., documented payment to Daniggelis). This causes three (3) problems, Mr. Krawczyk: ((#1)) First, as a "practical" matter, it's **unreasonable** to assume anyone in their right mind (or even anyone in their 'crazy' mind) would simply "give away" such large quantities of equity (not to mention the sentimental value that was once his grandfather's house). ((#2)) Secondly, as a "moral" issue, theft is wrong. (Are courts & regulatory agencies –such as yours –still guided by mores & morals?) ((#3)) Thirdly, while numerous "legal" problems exist, one "jumps off" the pages of the brief at me (and you too?): Did you not notice that absolutely NO record of 'consideration' (e.g., payment) exists for said house and property?

Look again at Argument IV. C. “Lack of consideration (payment),” on page 6 of my *Amicus*, dated Monday, 03 August 2015, in the underlying Chancery Division case (*GMAC v. Daniggelis*: Case No.: 2007 CH 29738): It's well-settled case-law that no contract is valid if it lacks consideration: Sometimes consideration is “nominal,” meaning it was stated for form only, such as “for and in consideration of TEN and NO/100ths Dollars (\$10.00) and other good and valuable consideration in hand paid,” (as was done on these Warranty Deeds) –and sometimes used to hide the true amount being paid. But it's also undisputed that Consideration must be of value (at least to the parties), and is exchanged for the performance or promise of performance by the other party. This, alone, voids the so-called “sale”: *Stilk v. Myrick*, 170 Eng. Rep. 1168, 1168 (1809) (L.R.C.P) (Ellenborough, L) (holding a renegotiated contract void due to lack of consideration).

This case law is old, but undisturbed and valid.

However, more “to the point”: Daniggelis reported to me that he was offered about \$1,500.00 dollars, but refused to cash the check, as he never consented to any 'sale.' If you can show me “real” bank records, not just some 'vague' claim by Younes, where he cashed a check for any amount at that time, I'll concede that I'm an idiot & admit wrong... Not.

For the record, in one Chancery filing, which you may have come across, I told Hon. Judge Michael F. Otto, that I had a 'right' to a telephonic hearing, but he showed me where statutory law and case law said differently. –RESULT? I apologised & admitted that I was wrong: Procedural Due Process didn't even give a right to appear in court (physically or by telephonic conference) for parties to the case, much less myself. –So, I'm open to admitting that I am wrong – **IF and ONLY if I'm actually wrong.**

**You said:** “An appeal in that [Chancery Division] case is remains pending...There is also an appeal pending in that [Civil Division] case [the eviction resulting from the Chancery ruling]...” **Response:** Correct, but whatever may (or may not) happen in either of these cases can not –and *will* not –(legally) abrogate, annul, or obviate your moral & legal duties to consider my claims that you overlooked key “issues of fact” (resulting in key screw-ups at law, some of which may jeopardise life or health –and set bad precedent, sending the 'wrong message' to bad guys, who, unlike yourself and myself, don't operate with honour or integrity). **Translation:** This is no excuse to “look the other way.”

**You said:** “You acknowledge that Mr. Daniggelis was represented at various times by [several] attorneys...” **Response:** Correct, but this does not somehow give me an excuse to “pass the buck” or “look the other way,” when I see wrongdoing proceed unchecked. And your point?... **You said:** “Neither any judge nor any lawyer reported any wrongdoing by Mr. Younes to the [Illinois Attorney Registration and Disciplinary] Commission. **Response:** Correct, but your point?... That is interesting, but not determinative nor conclusive to my complaints.

**You said:** “In fact, rather than blaming Mr. Younes for any impropriety, the third amended answer in the 2007 foreclose case filed by Mr. Daniggelis' attorney acknowledged that Mr. Daniggelis signed the May 9, 2006 deed...and that Mr. Shelton and/or Mr. Rhone altered the date of the deed...” **Response:** OK, I can't find this particular reply brief in my own online docket[**\*\***] records (which, I admit, are incomplete due to the cost factor of posting thousands of records online), but as it sounds right, I'll take your word. *However...*

[**\*\***] [www.GordonWatts.com/MortgageFraudCourtDocs/DOCKET-MortgageFraudCase.html](http://www.GordonWatts.com/MortgageFraudCourtDocs/DOCKET-MortgageFraudCase.html)  
mirror:

[www.GordonWayneWatts.com/MortgageFraudCourtDocs/DOCKET-MortgageFraudCase.html](http://www.GordonWayneWatts.com/MortgageFraudCourtDocs/DOCKET-MortgageFraudCase.html)

*See also:* “(Tue. 01 Dec. 2015, from Staff Reports) Courts \* Chicago Courts refuse to help elderly 'Mortgage Rescue Scam' victim; make him homeless:” news item as front-page news on *The Register*, at [www.GordonWatts.com](http://www.GordonWatts.com) or [www.GordonWayneWatts.com](http://www.GordonWayneWatts.com)

**First off**, as I've stated before, we all agree that Daniggelis signed the May 9, 2006 deed, but this point is moot: The deal (for whatever reason) fell through, and the closing did NOT take place during the time-frame limited by the POA (Power of Attorney) in this case. Your point?...

**Secondly**, some attorney admitted that the deed was altered? Your point?... This seems to prove that there *was* fraud committed. Absent evidence otherwise, I don't see why you have failed to act.

**You said:** “Moreover, according to the transcript of the February 13, 2013, hearing on the motion for summary judgment, Mr. Daniggelis' attorney provided no caselaw to support his claims related to the purported fraudulent conveyance.” **Response:** OK, maybe he didn't provide any Oral argument, but you did read his briefs related to the lack of consideration (payment) and some evidence of an altered signature, right? (This begs the question: Why could the court legally just 'give away' a family house with hundreds of thousands of dollars of equity that has, since, been squandered and unaccounted for – without consideration – e.g., payment.) Moreover, so what if his attorney is incompetent? (I don't think he is, but I infer that from your statement.) So what? Since **\*\* I \*\*** provided all the proof necessary of *multiple* frauds, what is your concern here?

**PS:** I don't mean to be harsh, Mr. Krawczyk. Again, respectfully, you have done probably more to investigate legitimate complaints at law than all the trial courts **\*\*combined\*\*** – but, respectfully, you miss the point: Laws were broken. Lots of them.

**You said:** “The Commission can not take the place of a court of law...” **Response:** No, but if you are using the courts as an excuse to not do your job, then you might as well close shop and never investigate any complaint again, and merely “pass the buck.” (But surely you could not have meant that, now could you?)

**You said:** “Under all of the circumstances, we have determined that we would be unable to prove by clear and convincing evidence...that Mr. Younes engaged in professional misconduct...Very truly yours, Albert S. Krawczyk [] Senior Counsel” – **Response:** Thank you for your efforts so far. – So, your state (Illinois) uses the intermediate standard, *eh?* That is one of the four (4) 'main' standards for a 'Burden of Proof':

1. **Reasonable suspicion** (A low standard of proof to determine whether a investigation by some government agent –such as yourself –is warranted –or a search by a police officer in a similar setting.)
2. **Preponderance of the evidence** (Aka: “balance of probabilities,” often times “50% plus one” likelihood.)
3. **Clear and convincing evidence** (The intermediate standard you say that you all are using, e.g., between #2 above and #4 below.)
4. **Beyond reasonable doubt** (Not quite the impossible standard of “Beyond the shadow of a doubt,” but certainly the highest standard in Anglo-American jurisprudence & typically only in criminal proceedings, where there's no plausible reason to believe otherwise.)

OK... very well. I think that you and co-counsel Greggio were lied to no less than three (3) times, and that you (being human and busy) overlooked some key evidence and (related) arguments, as evidenced by some of your statements.

Let us also not forget, Mr. Krawczyk, that Under Illinois law, the continued open and visible possession of the home by the scammed homeowners, after being duped by the foreclosure rescue operator, is sufficient to charge those subsequently acquiring title & security interests in the home with notice of the **fraud**, thereby disqualifying them from *bona fide* purchaser status. An Illinois appeals court ruling in *Life Savings & Loan Association v. Bryant*, 125 Ill. App. 3d 1012, 81 Ill. Dec. 577, 467 N.E.2d 277 (1st Dist. 1984) addresses this point: Illinois courts have uniformly held that the actual occupation of land is equivalent to the recording of the instrument under which the occupant claims interest in the property. (*Bullard v. Turner* (1934), 357 Ill. 279, 192 N.E. 223; *Beals v. Cryer* (1981), 99 Ill. App. 3d 842, 426 N.E.2d 253).

**\*\*\* ADMISSION \*\*\***

If you can find fault with even one of my assertions (particularly my claim that absolutely NO record of 'consideration' – e.g., payment – exists, thus rendering the 'sale' null and void), then I will admit wrong and withdraw my requests for First Amendment Redress here. Please bear in mind, Mr. Krawczyk, that my lack of 'standing' as a 'party' does not abrogate any regulatory agencies from their duties, as if that is somehow an excuse, and I am heartened and thankful by the fact that you have taken your job seriously, in stark contrast to the court who have used this as an excuse to pass the buck or “look the other way.” **BUT:** The job is not done, and an injustice remains.

I am not – in any way – accusing *you* of engaging in any of this, as **your** involvement is a matter of “first impression,” and you – in spite of several key screw-ups – still did a pretty good job as an investigatory agency, here.

But, please be on note that this has gone on long enough, and justice delayed is justice denied: Since I have documented no less than three (3) times where Younes lied to you (not counting the fact that Shelton is a repeat offender, here, in regard to “Lessie Towns” fame: Google him, if you forget), I have about had it with corrupt Illinois courts.

Since I am now going to be involving the local news media, the Attorney General's Office (due to the repeated false statements to your agency, the IARDC), and the Cook County SAO ('State's Attorney Office,' which has previously expressed in telephone calls that the SOL, e.g., 'Statutes of Limitations,' has run out), I have an obligation to show the SAO that it was in legal error in its claims that the SOL have expired and run out. – To that end, I'm appending my complaint with some relevant case law that may – or may not – be relevant to *your* investigation:

### **Statutes of Limitations**

As you know, on April 20, 2007, Daniggelis executed a “Fraudulent Document Notice” to both the Cook County Recorder's office (doc number: 0711039132, on 4/20/2007) and to the trial court (exhibit 'F' of the July 30, 2008 filing by Atty. Benji Philips, in 2007-CH-29738, in Chancery) that the July 09, 2006 Warranty Deed (doc no: 0622826137 at the Recorder's Office, on 8/16/2006) was a forgery. Since he regularly complained to both the cops and the courts, even putting it “on record,” then the police, sheriff, courts system, state attorney's office, AND the attorney general's office should have had official notice of this and questioned Daniggelis for details so that this felony forgery fraud (by photocopying a signature) could be investigated and prosecuted. That is wasn't investigated in a timely fashion might result in the Statutes of Limitations running out for forgery, perjury, or other such criminal felonies. However, “Delay in the prosecution of a suit is sufficiently excused, where occasioned solely by the official negligence of the referee, without contributory negligence of the plaintiff, especially where no steps were taken by defendant to expedite the case.” ***Robertson v. Wilson*, 51 So. 849, 59 Fla. 400, 138 Am.St.Rep. 128. (Fla. 1910)** Moreover, “When facts are to be considered and determined in the administration of statutes, there must be provisions prescribed for due notice to interested parties as to time and place of hearings with appropriate opportunity to be heard in orderly procedure sufficient to afford due process and equal protection of the laws...” ***Declaration of Rights, §§ 1,12. McRae v. Robbins*, 9 So.2d 284, 151 Fla. 109. (Fla. 1942)** While this is **Florida** case law (where I am more familiar), I am sure that any good lawyer could find **Illinois** state law to support this. – In fact, ***EEOC v. Indiana Bell*, 256 F.3d 516 (2001)**, allows for excusable delay in filing, prosecution, etc., and as this is a Federal case, the Supremacy Clause would probably control on this point of law, if Illinois State Law is silent. (And, any judge or justice who was truly seeking Due Process and Equal Protection, would find this to be Constitutionally sound case law—and allow Daniggelis to avoid being penalised or lose his house simply because the cops,

courts, and state attorney's office kept "passing the buck" back and forth until the clock ran out. Of course, since cops, courts, and SAO refused to act when they could, this is legally equivalent to fraudulent concealment. **In addition, there indeed is Illinois state law in favour of equitable tolling for Daniggelis, should he need it:** Equitable tolling of a statute of limitations is appropriate if the plaintiff has been prevented from asserting his or her rights in some extraordinary way. (Daniggelis, whose has counter-claims of fraud, would be a plaintiff here, and thus this controls.) *Ciers v. O.L. Schmidt Barge Lines, Inc.*, 285 Ill.App.3d 1046, 1052, 221 Ill.Dec. 303, 675 N.E.2d 210 (1996). Thus, even *if* Statutes of Limitations is used to bar Daniggelis' claims on this head (and it may not), here is case law to grant justice & prevent his house from outright being stolen in this mortgage fraud.

PS: I am including some supporting documentation in this reply, in order to make it more convenient for you to have access to the key documents in question. – CAVEAT: I am not forging documents, myself, but please do not take my documents to be 'genuine': For 'Official' documents, I refer you to the court, which – I see – you have accessed and reviewed.

Finally, as I've stated before, if I'm wrong, please show me where I'm wrong; if not, please take appropriate action with regard to Younes, Shelton, and the other players.

With kind regards, I am,

Sincerely,



---

Gordon Wayne Watts



Exhibit ~~(D)~~

(Sunday, 16 April 2017)

Richard:

This is Gordon. Do you remember when you asked me for the dates to certain events, which you thought were related in a "cause-and-effect" relationship? Well, I have good news: I was finally able to get those dates—and I was able to back up my claims with facts & documented sources. *First, here are the dates:*

1. Lawsuit against Younes filed: Bank America NA filed Contract complaint on: **07-03-2012**
2. Younes complaints to OAG about Linda Green conspiracy: **Feb 06, 2013**
3. Sweet Loan Mod: US Bank & Younes: **Sept 11, 2013 (pages 8-9) or Oct 15, 2013 (page 10)**
4. Lawsuit against Younes dropped: Dismiss by stipulation or agreement: **10-23-2013**
5. Otto rules in favour of Younes: **May 15, 2014**

Secondly, I'm writing down what I recall that you told me that you suspected had happened, so you'll have a handy copy should you wish you file it in court, give to the news media, or otherwise explain what happened (to, for example, the Attorney General's office, the State's Attorney, the financial crimes detective, etc.). So, here's my best recollection of what you told me (below), and please tell me if I got it right, OK?

**((- # 1 -))** First, Bank America NA filed a contract lawsuit against Atty. Joseph Younes, after he stole your house and property via "forged signature" Mortgage Fraud, but Younes was having trouble keeping up with the payments, and thus the bank filed a Foreclosure Lawsuit, here, back on **July 03, 2012**. (Bank America NA v. Joseph Younes, Case #: 2012-L-007468, in the LAW DIVISION of the Cook County, IL trial court.)

**((- # 2 -))** Next, you said that you think Younes panicked, and shortly thereafter (**on February 06, 2013**) filed a complaint with the ILLINOIS Office of the Attorney General about the infamous "Linda Green" lost Assignment (rob-signing) scandal, naming Bank of America, Nationwide Title, U.S. Bancorp, DOCX, and alleging they were in a conspiracy of sorts. You said that you thought he was doing this to blackmail them into dropping the lawsuit, and possibly giving him a sweet "Loan Modification" deal on the house that he & Paul Shelton stole from you, when you sought their help for possible refinancing assistance. [Of course, if he thinks there's a conspiracy, whether or not there's one, and continues to participate in & benefit from that Loan Mod, then, of course, he's admitting that he's guilty of the conspiracy too.]

**((- # 3 -))** Sure enough, shortly after his complaint to the IL atty. General's office (**either on September 11, 2013 or October 15, 2013**, depending on which of two listed dates is accurate), U.S. Bank Nat'l Assn gave him a "real sweet" deal on his loan for your house, which he stole from you (1720 N. Sedgwick St., Old Town district, Chicago, IL 60614 [Parcel/ Tax ID # : 14-33-324-044-0000]).

**[Details for the policy wonks, news reporters, lawyers, & judges:** The initial loan (principal) was for \$583,100.00, but the new loan principal balance was "modified" & lowered to \$210,000.00. The loan mod claims that this "constitutes a discount of \$723,179.74." If that was the discount, then there, apparently, was a "total" loan principal of \$933,179.74 (e.g., the final amount of 210 grand + plus the 'discount' stated in the loan mod). – If there was a "total" loan principal of \$933,179.74 at some point, but the initial loan (principal) was for \$583,100.00, that suggests that either the difference was due to interest, or perhaps some of the loan was paid off. (Or both?) Whatever the case, the difference between the two totals [\$933,179.74 – minus \$583,100.00] is \$350,079.74. \*\*\* That much, I admit, is unclear to me at this point, but ONE thing is CRYSTAL CLEAR: Mr. Younes' loan mod was a "real sweet deal," insofar as he got the new loan balance principal got lowered to 63.99% percent, or so (e.g., \$373,100.00 / divided by \$583,100.00). Also, the interest rate was set to 2% (two percent) for the first 60 months (5 years), after which it jumps up modestly to 4.39% "for the remainder of the loan." \*\*\* THEREFORE, while I admit that I don't know, offhand, the initial interest rate, I'm guessing it was probably somewhat (if not much) larger. In any event, the 5-year interest rate is VERY CLOSE (if not less – depending on economic conditions) to the rate of inflation. So, ANOTHER thing is

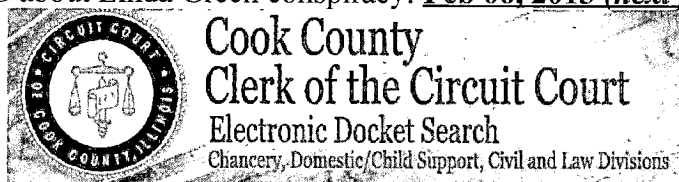
CRYSTAL CLEAR: Mr. Younes' loan mod was a "real sweet deal," insofar as he also got the new interest rate set to almost ZERO.]

**((- # 4 -))** Oddly-enough, shortly after that (**on October 23, 2013**, to be exact), the lawsuit against Younes (referenced in point #1, above) was dropped. The docket confirms your suspicion that the bank was in agreement, here: "Dismiss by stipulation or agreement" on 10-23-2013. This supports your theory that Younes had blackmailed them into dropping the lawsuit by accusing them of a "conspiracy." (And then participating in & benefiting from said alleged "conspiracy!!")

**((- # 5 -))** Lastly, you told me that Judge Michael F. Otto was an "appointed" judge (and not an elected judge, as you say he lost his race for judgeship, but was later appointed to the bench). I think you told me that this put him in a 'weak' position so that he had a compelling motive to not "rock the boat." Also, I vividly recall that you also told me that Andjelko Galic, your attorney, had told you that the trial court judges in Chancery are pressured to "clear the books" (or words to that effect) of mortgage cases where mortgage companies are litigants. Based on all that, you concluded that Judge Otto was thinking about ruling for you, when it looked like your signature had been forged, and you had not gotten paid anything for the house Younes stole. But, you said that right after Bank America dismissed the case against Younes, there was a "domino effect," where Younes leaned on the bank, knocking it over, and the bank then pressured Otto to rule in their favour (knocking you over, in a "domino effect," so to speak). While I don't think you used the phrase "domino effect," I do think that you told me that it fit to describe this, one of the last times we spoke. *Am I correct (and complete) in my recollection, or did I miss anything?* **For your convenience, below, are the documents referenced above:**

**1.** Lawsuit against Younes filed: Bank America NA filed Contract complaint on: **07-03-2012 (below)**

**2.** Younes complaints to OAG about Linda Green conspiracy: **Feb 06, 2013 (next page)**



Case Information Summary for Case Number  
2012-L-007468

Filing Date: 07/03/2012  
Division: Law Division  
Ad Damnum: \$50000.00

Case Type: CONTRACT  
District: First Municipal  
Calendar: Y

Party Information

**Plaintiff(s)**  
BANK AMERICA NA

**Attorney(s)**  
SANCHEZ DANIELS HOFFMAN L  
333 W. WACKER DR#500  
CHICAGO IL, 60606  
(312) 641-1555

**Defendant(s)**  
YOUNES JOSEPH

**Defendant Date of Service**  
08/28/2012

**Attorney(s)**  
YOUNES JOSEPH  
166W WASHINGTON600  
CHICAGO IL, 60602  
(312) 372-1122

Case Activity

Activity Date: 07/03/2012

Participant: BANK AMERICA NA

CONTRACT COMPLAINT FILED

Court Fee: 337.00

Ad Damnum Amount: 50000.00

Attorney: SANCHEZ DANIELS HOFFMAN L



# LISA MADIGAN

Illinois Attorney General **ATTORNEY GENERALS OFFICE**  
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 Springfield, IL 62706  
 217-782-1090  
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 TTY: 1-877-844-5461  
[www.IllinoisAttorneyGeneral.gov](http://www.IllinoisAttorneyGeneral.gov)

Office Use Only  
 CLMS: 350333  
 AG: \_\_\_\_\_

FEB 08 2013

CONSUMER FRAUD "CHICAGO"

Fill out the form online, then print and mail to the address above. Include copies (no originals please) of any supporting documents.

### YOUR INFORMATION

Name: Mr.  Mrs.  Ms.  (check one)  
JOSEPH YOUNES

Address:  
120 W. MADISON ST., SUITE 1405

City: CHICAGO State: IL Zip Code: 60602 County: COOK

Your Telephone Number:  
 Daytime: 312-372-1122 Ext.: \_\_\_\_\_  
 Evening: \_\_\_\_\_ Ext.: \_\_\_\_\_

Your e-mail address (optional): \_\_\_\_\_

Are you a senior citizen? Yes  No   
 Are you a veteran? Yes  No   
 Are you a service member? Yes  No

### NAME OF SELLER OR PROVIDER OF SERVICE

Name: DOCX

Address:  
1111 Alderman Dr., Suite 350

City: Alpharetta State: GA Zip Code: 30005

Telephone: 770-753-4373 Ext.: \_\_\_\_\_

Website: \_\_\_\_\_

Additional seller or provider of service involved in transaction:  
 Name: U.S. BANK CORP  
 Address: 800 NICOLLETT MALL  
 City: MINNEAPOLIS State: MN Zip Code: \_\_\_\_\_  
 Telephone: 651-466-3000 Ext.: \_\_\_\_\_  
 Website: WWW.USBANK.COM

Has this matter been submitted to another government agency, an arbitration service, or to any attorney? Yes  No

If yes, please give name, address, telephone: \_\_\_\_\_

Is court action pending? Yes  No

### INFORMATION ABOUT THE TRANSACTION

Date of Transaction: \_\_\_\_\_ Did you sign a contract? Yes  No   
 (If yes, please attach a copy) Date contract was signed: \_\_\_\_\_

Was the product or service advertised? Yes  No  When? \_\_\_\_\_ (Please attach a copy of the advertisement, if applicable.)

How was the service advertised?

- Newspaper/magazine
- Radio advertisement
- Television advertisement
- Internet advertisement
- E-mail solicitation
- Direct mail solicitation
- Telephone solicitation
- Yellow pages of the telephone book
- Facsimile solicitation
- Door-to-door solicitation
- Display at merchant's place of business
- Display at a trade show/convention
- Other

Total Cost of product/service: \$0.00

Amount paid to date/down payment: \$0.00

Method of payment (check one) (Please attach a copy.)  
 Cash  Check  Money Order  Credit Card  Debit Card  Bank Draft   
 Wire Transfer  Automatic Debit  Other \_\_\_\_\_

If you paid with a credit card, have you contacted your credit card company to register a dispute? Yes  No



Zoom in (Ctrl+Plus)

time that you receive

**Where did the transaction take place?**

- At my home
- Over the telephone
- By mail
- Over the Internet
- Trade show/convention/home show
- At the firm's place of business
- By facsimile
- Other (Please specify) \_\_\_\_\_
- There was no transaction

**Have you complained to the company or individual?**

Yes  No

If yes, provide name and phone number of the individual(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FOR COMPLAINTS REGARDING MOTOR VEHICLES, PLEASE COMPLETE THIS BOX:**

Make: _____	Model: _____	Year: _____	New: Yes <input type="checkbox"/> No <input type="checkbox"/>	As-is: Yes <input type="checkbox"/> No <input type="checkbox"/>
Warranty: Yes <input type="checkbox"/> No <input type="checkbox"/> Expiration Date: _____	Name of Extended Warranty: _____	Purchase Date: _____	Current Mileage: _____	Mileage at Purchase: _____

Briefly describe the transaction and your complaint. You may use additional sheets if necessary. Please attach copies of all contracts, letters, receipts, cancelled checks (front and back), advertisements, or any other documents that relate to your complaint.

**PLEASE DO NOT SEND ORIGINALS.**

*I believe that Docx has engage in fraud in creating the attached lost assignment, executed by Linda Green. I believe that U.S. BANCOMP is aware of this fraud, and has conspired with Docx in obtaining this Affidavit. I do not believe U.S. Bank has the proper legal standing in which to file suit against me. (See attached)*

What form of relief are you seeking? (E.g., exchange, repair, money back, product delivery, etc.)

\_\_\_\_\_

**READ THE FOLLOWING BEFORE SIGNING BELOW:**

- In filing this complaint, I understand that the Attorney General is not my private attorney, but rather enforces laws designed to protect the public from misleading or unlawful practices. I also understand that if I have any questions concerning my legal rights or responsibilities, I should contact a private attorney. I have no objection to the contents of this complaint being forwarded to the business or the person the complaint is directed against, unless the box below is checked.
- By filing this complaint, I hereby give the business complained about my consent to communicate, including disclosure of non-public personal information, with the Office of the Attorney General about any and all matters connected with this complaint.

Signature: \_\_\_\_\_



Date: 2/1/13

Please do not send this complaint to the business complained about.

Please print and send the completed form to the address at the top of this complaint form.

Print Form

Reset Form