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Received:
Tuesday, 23 February 2016
Joseph Younes
Richard S. Sands
Gordon



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ATTORNEY REGISTRATION AND DISCIPLINARY COMMISSION
of the
SUPREME COURT OF ILLINOIS
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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 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 BREKER 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

(Handwritten signature)

Very truly yours,

(Handwritten signature)

Albert S. Krawczyk
Senior Counsel

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

(Handwritten signature)

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.