IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT – LAW DIVISION

Case No.: 2007 CH 29738 GMAC Mortgage, LLC n/k/a: Bank of America, N.A. aka: "LaSalle Bank National Association," aka "US Bank, Before: Hon. DIANE M. SHE NA,"as trustee for Morgan Stanley Loan Trust 2006-16AX, Circuit Judge Plaintiff, Case Type: CONTRACTE VS. District: First Municipals. Calendar "W", Courtroom 1912 Atty. Joseph Younes, Esq., Mr. Richard B. Daniggelis, et al., Defendants, and TIME-SENSITIVE: to be heard in Court Room:1912, by 07/10/20 Gordon Wayne Watts, Court Time: 10:30am (CST) Proposed Intervening Defendant

Notice of Motion

To: This Honourable Court and all parties being served (see attached service list, below)
From: Mr. Gordon Wayne Watts, LAKELAND, Fla. (full contact data, below)

Notice Proper: Pursuant to Local Rule 2.1 ["Notice of Hearing of Motions"], the undersigned movant is hereby giving this honourable court and all parties proper notice of the attached "MOTION TO INTERVENE BY INTERVENOR, GORDON WAYNE WATTS," being filed instanter, in the above-captioned case—a copy of which is attached hereto and is being served upon you.

Due to unfamiliarity with this very uncommon "local rule," movant did not give proper "notice" of past motions, via the "notice of motion," in accordance with said local rule, which is peculiar to this court alone. As This Court can see, the attached Motion to Intervene gives overwhelming evidence of Movant's right to claim legal standing to intervene – and that the interests not being represented are **not** "de minimus," (unless the court and parties are willing/able to reimburse to Mr. Watts the full amount documented herewith, and then some for unrecorded costs, time lost from work, and emotional losses).

Moreover: The undersigned Intervenor, Gordon Wayne Watts, through human fault, committed three (3) unintentional offenses against This Court (and all parties), and, by virtue of this pleading, is offering a sincere apology:

(1) While the undersigned litigant has generally had excellent and professional relations with the many clerks and lawyers involved (in Chancery, Civil, and Law Divisions, as well as numerous judges' chambers and the chambers of the Chief Judge, as well as the Office of the State Attorney, and the IL Attorney General), on rare occasion he has expressed human emotion to certain unnamed clerk(s), expressing profound disappointment over the rulings in the various cases regarding defendant, Daniggelis. While this is inexcusable and indefensible, Intervenor, Watts, views Daniggelis as sort-of a grandfather-figure (whom he feels was cheated out of a house, property, and hundreds of thousands of dollars of equity therewith), and, all of us being human can understand that if you kick a dog repeatedly (Mr. Watts is comparing himself to a dog), the dog will eventually yelp or holler. This does not justify the yelping bark, but it is offered up as "mitigating circumstances." Therefore, Mr. Watts offers his sincere apologies for occasional lapses in professionalism.

(2) Although Mr. Watts' legal standing to Intervene is very strong (see above—and the attached motion to intervene), he felt an "amicus" brief would be less invasive and more acceptable. While this may be the view of most courts, nonetheless, for reasons unknown, case law suggests that Cook County, IL courts take a much dimmer view of amicus curiae briefs than they do of, say, Intervention actions. Therefore, Mr. Watts offers his sincere apologies for taking an unintentionally-offensive legal tact, and is hereby changing course to a more accepted and conventional course: that of direct intervention, as provided by statutory and case law.

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT – LAW DIVISION

GMAC Mortgage, LLC n/k/a: Bank of America, N.A.)	Case No.: 2007 CH 29738
aka: "LaSalle Bank National Association," aka "US Bank,)	
NA,"as trustee for Morgan Stanley Loan Trust 2006-16AX,)	Before: Hon. DIANE M. SHELLEY
Plaintiff,)	Circuit Judge
vs.)	Case Type: CONTRACT
)	District: First Municipal
Atty. Joseph Younes, Esq., Mr. Richard B. Daniggelis, et al.,)	Calendar "W", Courtroom 1912
Defendants, and:)	
)	TIME-SENSITIVE: to be heard
Gordon Wayne Watts,)	in Court Room:1912, by 07/10/2017
Proposed Intervening Defendant.		Court Time: 10:30am (CST)

MOTION TO INTERVENE BY INTERVENOR, GORDON WAYNE WATTS

Gordon Wayne Watts ("Intervenor") hereby moves this Court, pursuant to 735 ILCS 5/2-408, for permission to intervene in the above-captioned matter, or in the Alternative, for leave to file an *amicus curiae* brief, and for the previously-filed notice, and *this* instant notice/motion (and attached sworn Affidavit), to be deemed to be converted to and constitute said *amicus* brief.

- 1. The *Amicus* brief (containing exhibits & additional facts of interest regarding defendant Younes' behaviour and actions) which proposed Intervenor, Watts, filed with this Court on 04/17/2017, was timely docketed on 04/21/2017, and properly acknowledged as a *pro se* filing by the undersigned *Intervenor*.
- 2. Mr. Richard B. Daniggelis, the true owner, who lost his house (1720 N. Sedgwick St., Old Town, Chicago, IL) through a forged signature in a mortgage fraud scheme (and which fraud tort is still being actively litigated and investigated in several forums, some Judicial and some Executive), was, on occasion, allowed to speak in court, in order that he might get Due Process for his mistreatment. The undersigned Intervenor is in communication with Daniggelis, and he asserts that Daniggelis informed Watts that he (Daniggelis) desires to communicate with the court, but is unable (because he lacks the legal know-how to do so), and his attorney is not at all helpful in this regard.
- 3. Intervenor, Gordon Wayne Watts, has done much research and work (see Appendix, *infra*) for Mr. Daniggelis, the latter of whom has indicted his desire to pay Watts for research & shipping services rendered.
- 4. Mr. Watts has the right to intervene under 735 ILCS 5/2-408(a)(2) because "the representation of the applicant's interest by existing parties is or may be inadequate and the applicant will or may be bound by an order or judgment in the action."
- 5. Moreover, Watts has the right to intervene under 735 ILCS 5/2-408(a)(3) because "the applicant is so situated as to be adversely affected by a distribution or other disposition of property in the custody or subject to the control or disposition of the court or a court officer."
- 6. This Motion is timely: Although courts evaluating timeliness consider "the totality of the circumstances," *United States v. Alcan Aluminum, Inc.*, 25 F.3d 1174, 1181 (3d Cir. 1994), "[p]rejudice is the heart of the timeliness requirement," *Jones v. Caddo Parish Sch. Bd.*, 735 F.2d 923, 946 (5th Cir. 1984) (en

banc). Indeed, "courts are in general agreement that an intervention of right under Rule 24(a) must be granted unless the petition to intervene would work a hardship on one of the original parties." McDonald v. E.J. Lavino Co., 430 F.2d 1065, 1073 (5th Cir. 1970) (citation omitted). Since the court—and all parties—have long known the legal arguments and views of Intervenor (altho he merely asserted such arguments in amici curiae briefs—which this court is not required to grant), no party is prejudiced or caught off guard.

MEMORANDUM OF LAW:

PETITIONER IS ENTITLED TO INTERVENE AS A MATTER OF RIGHT.

Intervenor, Gordon Wayne Watts, has "unique knowledge" (backed up by a Sworn and Notarised AFFIDAVIT, as well as supported by facts and documented sources, not the least of the which is *DNAinfo*, a local newspaper, and unique information garnered from Daniggelis, himself, but which he can not convey to the court due to limited legal knowledge). Since his knowledge of the case is 'unique' and presents additional facts and additional legal arguments, by definition, the other parties are not representing said 'unique' facts and arguments, and therefore "the representation of the applicant's interest by existing parties is or may be inadequate, "giving Watts the right to intervene under 735 ILCS 5/2-408(a)(2).

Moreover, Intervenor, Gordon Wayne Watts, has a sufficient interest in this case that warrants intervention as of right because the theft of Daniggelis' house forced him to begin using expensive storage facilities (for his belongings), made him homeless (or forced him to move in with some Good Samaritan), and all this costs a great deal of monies. The prior illegal construction/demolition that was Defendant Younes was documented to have performed on this house (see prior Watts filing), and the more-current illegal work, greatly in excess of City of Chicago Building Codes (which was the proximal cause of the above-captioned lawsuit by the City against Younes) caused both <u>financial and emotional harm to Daniggelis</u>. Moreover, the potential illegal destruction of the Sedgwick house (in this Historic District) would 'moot' any pending litigation and/or investigation into the illegal transfer of title.

The court's potential to allow illegal destruction of this historic-district house would make it infinitesimally-more difficult for Daniggelis to pay back Watts (due to the additional financial and emotional burden so-placed upon him.) Therefore, Watts is "so situated as to be adversely affected by a distribution or other disposition of property in the custody or subject to the control or disposition of the court or a court officer," giving Watts the right to intervene under 735 ILCS 5/2-408(a)(3).

Where intervention as of right is asserted, "the trial court's jurisdiction is limited to determining <u>timeliness</u>, <u>inadequacy of representation</u> and <u>sufficiency of interest</u>; once these threshold requirements have been met, the plain meaning of the statute directs that the petition be granted." <u>City of Chicago v. John Hancock Mutual Life Ins. Co.</u>, 127 Ill.App.3d 140, 144 (1st Dist. 1984). [Emphasis added in underline & bold; not in original] Petitioner satisfies all three requirements, giving Watts the right to intervene under 735 ILCS 5/2-408(a)(3).

Newly-discovered facts of a dispositive nature

This Court knows that defendant, Joseph Younes, has denied ever planning or conspiring to break the law in regards to executing 'excessive' work, beyond the permits. However, *DNAinfo* reported that a local attorney, who has no motives to be sued for slander, libel, or defamation of character, said quite the opposite:

"Jordan Matyas, who represented the Old Town Triangle Association at Thursday's court hearing, said Younes was being disingenuous in saying he didn't intend to level the site. "He's told me twice that he always wanted to demolish it," Matyas said, and he told the judge that he intended to pursue a demolition permit as well. "So we

have some mixed signals from the owner, but his actions speak clearly about his intent for the building."" [Source: "'Rotted' Historic Building In Old Town Triangle Could Be Seized By City," by Ted Cox, *DNAinfo*, March 30, 2017: https://www.DNAinfo.com/chicago/20170330/old-town/rotted-historic-building-old-town-triangle-could-be-seized-by-city] See also <u>EXHIBIT-A</u> in the instant filing. [Watts, who knew of this news item right after it published, on 3-30-2017, did not include it in his last filing, dated 4-22-2017, because he was struggling to file it in time for Judge Ball-Reed to get it before the 4-27-2017 hearing. Watts, by virtue of this statement, issues a sincere apology for his oversight & slowness here.]

Newly-discovered Eyewitness Testimony of a dispositive nature

Watts, when speaking recently by phone with Daniggelis, was told three (3) key facts about the condition of the house at 1720 N. Sedgwick, in the case at bar, which have not made it to the "ears of the court" due to the lack of legal mojo on the part of Mr. Daniggelis:

- 1) Daniggelis, who used to help his father build houses (and is an expert) told Watts that his father, when building the house, laid a foundation which is strong enough for a five (5) story house, even though the house at 1720 is only a 2-story house. This fact is relevant because Younes has repeatedly told This Court that the foundation was 'bad.' I (the undersigned Watts) do not expect This Court to merely take my word (as this is but hearsay). However, I include this testimony from Daniggelis because it can be "helpful guidance" to This Court when asking CR Realty (and other experts in the field) to look with more-exact accuracy about the foundation. [This claim can, thus, be 'tested' by realty & building experts looking for certain things—and potentially save much money if the foundation does not need tearing up & removal/replacement.]
- 2) Daniggelis also said that when the City of Chicago was in civil court against him, recently, for building code violations, one inspector, who looked at the roof, was only able to complain that one piece of wood was turned around "backwards," so that the label was facing the wrong way. I include this because Younes claimed that the roof have major 'leaks,' and Daniggelis, if This Court can get him to testify (and get prior City code inspectors to testify), can determine whether there were 'major' leaks (like Younes claims) or, rather, an occasional, minor leak (like Daniggelis and others apparently claim).
- 3) Daniggelis said that he was concerned that removing the roof and/or floors would make the house more unstable and susceptible to torque damage from the wind. While he could not determine the extent of the damage Younes inflicted upon the house (since he was not permitted access), I enter this into the record so that inspectors can be on the lookout for this potential danger.
- 4) I include these 3 points, supra, and the DNAinfo quote to call into question Younes' honesty, which is dispositive to This Court's dealings with him.

NOTE: While I am very disgusted with the dishonesty and recklessness which Mr. Younes has exhibited (in both code violations as well as knowingly participating in a fraud—and benefiting from it by the illicit gains of getting a house for free – without any documented payment to Daniggelis), nonetheless, I do not wish any ill or harm upon Younes, nor do I seek revenge. [In fact, in my prior sworn affidavits, I was careful to include the fact that Younes gave Daniggelis some assistance moving out by allowing his employees to help move things; moreover, while 'religion' is not germane to the matter before This Court, I was careful to recall—and attest—to how Daniggelis told me that he and Younes occasionally had conversations about religion, and both men were respectful to one another, in spite of the fact that they are members of two totally-different religions. This, of course, tells us that Younes is not totally evil, and, I hope, assures This Court that while I (the undersigned) am human, my motives are for the good.

Work done for Daniggelis

Mr. Daniggelis asked the undersigned Intervenor for assistance on a number of matters, including, but not limited to searching for, obtaining, and pass along many records (some court records, some publicly-accessible

Internet records), sending them to him, and/or assistance on several unspecified technological/computer-related issues. [See also EXHIBIT-B in the instant filing.] If this court would be deny the instant motion, I would respectfully ask: how I might expect to get paid if Daniggelis is getting beaten up in court (house stolen from him, and then illegally destroyed –in violation of Landmark and City CODES), and my interests (to getting Daniggelis being able to avoid burdensome financial weights, that would severely restrict him) are not represented? As a side-note, This Court takes a dim view of elder abuse, and Intervenor's INTERVENTION is of assistance to This Court's desire to have all tools handy to do justice.

Here are the details of the work done, as shown in the Exhibits:

Where intervention as of right is asserted, "the trial court's jurisdiction is limited to determining [[#1]] timeliness, [[#2]] inadequacy of representation and [[#3]] sufficiency of interest; once these threshold requirements have been met, the plain meaning of the statute directs that the petition be granted." City of Chicago v. John Hancock Mutual Life Ins. Co., 127 Ill.App.3d 140, 144 (1st Dist. 1984). [Enumeration and emphasis added in underline & bold; not in original] Petitioner satisfies all three requirements, giving Watts the right to intervene under 735 ILCS 5/2-408(a)(3). [#1] This is timely; [#2] I doubt that anyone would doubt that the many new points Intervenor raises lack representation, as they are key facts that have not been addressed before, and this case could tip either way depending on my submitting (or not submitting) these key facts. However, is prong #3 satisfied?

Looking at the great financial costs Intervenor has incurred, we don't even count his own litigation (printing, service costs, and the huge time lost from working a better-paying job). But, looking solely at the FOIA and other misc. research Intervenor did for Daniggelis, and for which Daniggelis indicated he wished to pay, we see the following: \$104.68 + \$10.21 + \$21.19 + \$11.50 + \$33.19 + \$2.25 + \$13.28 + \$20.64 + \$9.60 + \$76.25 + \$6.47 + \$3.95 + \$8.88 + labour + time lost from work. This suggest that Intervenor has spent at least \$322.09, not counting huge time lost from work, gas & upkeep for his vehicle, food costs, etc. (And, were we to count the legal filings, and not just the research, estimating what a 'real' lawyer would charge to file supportive briefs – Intervenor is not a lawyer – this would drive up the costs to triple or more, since US Postal and FedEx service don't run on fairy dust.) Based on the foregoing, Intervenor has a huge interest. But – there is one more interest: Daniggelis is like a grandfather to him, and the pain he's suffered inflicts emotional harm upon Watts, in the same way were it to happen to anyone else's mother, father, uncle, grandfather, etc. Were Watts his biological kin, say, a son or daughter, Intervention solely based on emotional pain would not be questioned. #3: Lastly, Watts meets the third prong, sufficiency of interest, and should be permitted to intervene.

Of course, should the court decline to grant intervention as of right, Watts; filings might be deemed amicus curiae, with the good-will intentions to help the court. Indeed, Kinkel v. Cingular Wireless, L.L.C., 223 III. 2D 1; 857 N.E.2d 250; 306 III.Dec. 157 (Jan. 11, 2006), holds that an Amicus needs merely offer helpful information that the parties have overlooked. Illinois Courts also adopt a 7th Cir. Federal Court standard in which((#1)) a party is not represented at all; ((#2)) the 'direct interest' test; or, ((#3)) the same test as above: Helpful info overlooked by the parties. NOTE: The 7th Circuit test uses the key operator "or," meaning that any one "or" the other of the three tests need apply. See e.g., NOW, et al. v. Scheidler, et al., (Nos. 99-3076, 99-3336, 99-3891 & 99-3892, 7th. Cir., Opinion July 31, 2000. But, it would appear the amici are disfavoured in Illinois thru some unspoken rule, so maybe this alternative should be ignored, and Intervention granted.

Respectfully submitted this Thursday, July 06, 2017:

CERTIFICATE AND AFFIDAVIT OF DELIVERY (aka: Certificate of Service)

The undersigned Movant, Gordon Wayne Watts, hereby certifies under penalties of perjury as provided by law pursuant to 735 ILCS 5/1-109, that the above "Motion to Intervene," and its exhibits were delivered to the following parties as indicated – this Thursday, the 6th day of July, 2017:

LAW DIVISION: Richard J. Daley Center, 50 West Washington St., Room 801

Law@CookCountyCourt.com; (312) 603-6930; (312) 603-5426

Chicago, IL 60602 - , Hours: 8:30a.m.-4:30p.m., Mon-Fri, Excl. Holidays

Hon. Diane M. Shelley, Circuit Judge, Law Division:

[Note: I may, for the convenience of the new judge, who replaces Judge Sanjay T. Tailor, include a few hard copies of old filings, but shall not serve them upon other parties, as I've already served them properly.]; ccc.LawCalendarW@CookcountyIL.gov

(312) 603-5940, (312) 603Diane.Shelley@CookCountyIL.gov-7551, (312) 603-4811

Daley Center, 50 W. Washington St., Rm. 1912, Chicago, Illinois 60602

Andjelko Galic, Esq. (atty for Defendant, Daniggelis) (Atty No.: 33013)

(Cell: 312-217-5433, FAX: 312-986-1810, PH: 312-986-1510)

Email: AndjelkoGalic@Hotmail.com; AGForeclosureDefense@Gmail.com

134 N. LaSalle St., STE 1040, CHICAGO IL, 60602

(Note: The Nov. 16, 2015 proposed order by Mr. Galic in the Law Division case by the same case number suggests that STE 1810 is a old address and that he is now in STE 1040.)

Richard Indyke, Esq. (312-332-2828 Atty for LaSalle Bank Natl. Assn.), Email: RIndyke@SBCGlobal.net 221 N. LaSalle St. STE 1200, Chicago, IL 60601-1305

Mr. Robert J. More (Anselm45@Gmail.com) I represent to the court that Mr. More has consented to email service and prefers this method exclusively.

Peter King (Atty. for Joseph Younes) (Atty. No.: 48761)

(312) 780-7302 / (312) 724-8218 / Direct: (312) 724-8221

http://www.KingHolloway.com/contact.htm; Attn: Peter M. King, Esq. PKing@khl-law.com or: PKing@KingHolloway.com; One North LaSalle Street, Suite 3040, Chicago, IL 60602

(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 court that Mr. King has graciously consented to email service, but, just to be safe, I shall attempt to effect service in all standard methods.

Paul L. Shelton, Esq.

E-mail: PMSA136@aol.com; PLShelton@SBCGlobal.net As the court has seen fit to deem Shelton a non-party and not in need of service (see comments in the orders in question, and the service list of same), I'm not serving Mr. Shelton a hard copy, just electronic copies.

* Joseph Younes Law Offices / http://ChicagoAccidentAttorney.net (312)635-5716, per website: 166 W WASHINGTON ST, Ste. 600, Chicago, IL 60602; Phone: (312) 372-1122; Fax: (312) 372-1408. Email is (or was?) RoJoe69@yahoo.com per http://www.ZoomInfo.com/p/JosephYounes/599467626 Note: Mr. Younes recently refused service of his copy of a filing I filed via FedEx [see e.g., EXHIBIT-C in the instant filing], so all he gets this time is "standard postal mail" or otherwise 'standard' service (not expensive signature confirmation), but I certify he is being served. If This Court doubts, it may effect service (e.g., "Postcard" Mr.

Younes & other litigants), and send me a nominal bill for said service, but, I doubt anyone would question me on this. In fact, Younes will have to get his service copy from his attorney, Hugh Howard, who uses the same mailing address: Younes' attorney Hugh Howard, c/o: Law Offices of Hugh D. Howard, 166 W Washington St, Suite 600, Chicago, Il 60602, Phone | 312-781-1002, Email | Hugh@HughDHowardLaw.com, per: http://www.HughDHowardLaw.com

Case 8:19-cv-00829-CEH-CPT Document 1-6 Filed 04/08/19 Page 7 of 21 PageID 150

MERS (Mortgage Electronic Registration Systems, Inc.)

https://www.mersinc.org/about-us/about-us

a nominee for HLB Mortgage, Janis Smith – (703) 738-0230 – Email: Janis S@mersinc.org Vice President, Corporate Communications, Sandra Troutman – (703) 761-1274 – Email:

SandraT@mersinc.org – Director, Corporate Communications

Note: MERS is only being served electronically per above.

- I, Gordon Wayne Watts, the undersigned, hereby certify under penalties of perjury as provided by law pursuant to 735 ILCS 5/1-109, that the above "Motion to Intervene," and its exhibits, were served upon all parties listed above, this __6th __day of __July ___, 2017 by the following methods:
- United State Postal Service: I am serving the parties proper via my city's local post office on the date listed and with proper postage and/or by FedEx 3rd-party commercial carrier (whichever proves more convenient). I hope to obtain certification of delivery with return receipt and signature confirmation on as many packages as I can afford. (NOTE: Only those parties whose street addresses are listed above are being served hard copies by US Postal Mail.)
- E-mail: I am contemporaneously serving all the parties listed above via email, in such cases as I have their e-mail address.
- Internet: I shall, when practically possible, post a TRUE COPY of this filing and related filings online at my official websites, infra-- linked at the "Mortgage Fraud" story, dated. Fri. 14 Apr. 2017.

Signature:	Date:	
Gordon Wayne Watts, Intervenor, pro se		
821 Alicia Road		
Lakeland, FL 33801-2113		
PH: (863) 688-0880 (home) or: (863) 400-210	00 (cell)	

PH: (863) 688-9880 (home) or: (863) 409-2109 (cell)

Web: www.GordonWatts.com / www.GordonWayneWatts.com

Email: Gww1210@aol.com / Gww1210@gmail.com

Date: Thursday, 06 July 2017

INDEX TO THE EXHIBITS

Instrument

Docket/Tab#

DNAinfo news item (screenshot)

Exhibit-A

A-1 (news item title)

A-2 (section quoting Jordan Matyas, who effectively calls Younes a liar)

Work done for Daniggelis

Exhibit-B

FOIA research (Freedom of Information Act requests for public records—and other services)

B-1 (FOIA - 07/16/2015 grant of various Clerk of the Court, Cook Cty, IL, records)

B-2 (FOIA – 07/24/2015 bill of \$104.68 to CHANCERY Division, Cook Cty, IL, records)

B-3 (FOIA – 07/24/2015 bill of \$102.50, with date-stamp; Showing the \$104.68 before fees)

B-4 (FOIA – 07/31/2015 bill of \$10.00, before fees; Showing \$10.21 after transaction fee)

B-5 (FOIA – record: Credit Card statement, cover sheet, closing on 07/17/2015)

B-6 (FOIA – 07/16/2015, Credit Card bill for \$21.19 Cook County, IL court records)

B-7 (FOIA – 09/10/2015: \$11.50, Ship to Daniggelis via USPS)

B-8 (FOIA – 12/03/2015; bill of \$33.19 to LAW Division, Cook Cty, IL, records)

B-9 (FOIA – 01/13/2015: bill of \$2.25 to LAW Division, Cook Cty, IL, records)

B-10 (FOIA – 01/21/2015: bill of \$13.28 to CIVIL, 1st Municiplal Division, Cook Cty, IL, records)

B-11 (AxiomBanking 05/17/2016 ship FOIA research via UPS to Daniggelis, \$20.64;

(AxiomBanking 05/26/2016 pay for FOIA research printouts to UPS to Daniggelis, \$9.60)

B-12 (FOIA 07/01/2016: FOIA Request from First Appellate Court, IL, acknowledging \$76.25 in fees)

B-13 (FOIA 07/01/2016: FOIA costs: \$76.25 money order; \$6.47 mailing; \$3.95 lunch break)

B-14 (FOIA replies of 06/03/2016 and 04/07/2017 from City of Chicago, Building Dept. Cost: TIME)

B-15 (FOIA reply of 06/07/2016 from City of Chicago, POLICE Department. Cost: TIME)

B-16 (FedEx shipping receipt to send FOIA research to Daniggelis: 09/15/2015, est. cost \$8.88 + labor)

B-17 (FOIA replies of May 18, May 25, June 1, June 8, 2016 from IL Office of Atty Gen; Cost: TIME)

B-18 (FOIA reply of 04/12/2017 from City of Chicago DPD e.g., Landmarks; Cost: TIME)

FedEx package refused by Atty. Joseph Younes

Exhibit-C

C-1 (FedEx proof of Service to Defendant, Joseph Younes, Esq.: April 18, 2017)

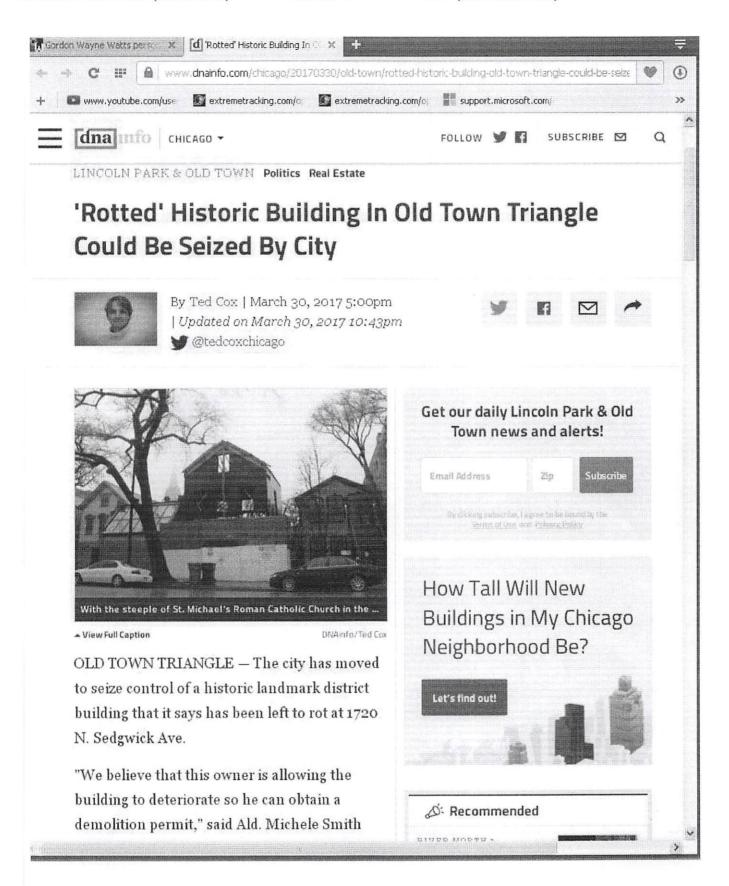
C-2 (AOL email dated April 21, 2017 from FedEx showing Defendant, Younes, refused court service)

C-3 (Returned FedEx service copy of briefs to Atty. Joseph Younes, Esq., dated April 21, 2017)

DNAinfo news item (screenshot)

Exhibit-A

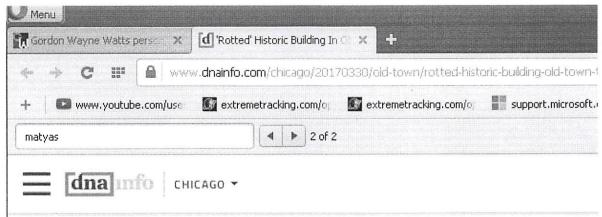
A-1 (news item title)



DNAinfo news item (screenshot)

Exhibit-A

A-2 (section quoting Jordan Matyas, who effectively calls Younes a liar)



According to Smith, Younes could never get agreements with the Buildings Department and the Landmarks Commission "because he seemed to be dragging his feet all the time."

"Now we have this guy we think is willingly letting it deteriorate," she added. "We're not going to let that happen."

Jordan Matyas, who represented the Old Town Triangle Association at Thursday's court hearing, said Younes was being disingenuous in saying he didn't intend to level the site. "He's told me twice that he always wanted to demolish it," Matyas said, and he told the judge that he intended to pursue a demolition permit as well. "So we have some mixed signals from the owner, but his actions speak clearly about his intent for the building."

B-1 (FOIA - 07/16/2015 grant of various Clerk of the Court, Cook Cty, IL, records)

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

Subject: copies file 07ch29738,04ch10851,14m1701473

Date:

7/16/2015 12:30:29 P.M. Eastern Daylight Time

From:

sdlevy@cookcountycourt.com

To:

gww1210@gmail.com

CC:

Agww1210@aol.com, cmeddington@cookcountycourt.com

Sent from the Internet (Details)

Hello Mr. Gordon,

Please see attachment,

Thank you,

Sharon Briggins – Levy Manager Chancery Division (312) 603 -3287

James Julius

B-2 (FOIA - 07/24/2015 bill of \$104.68 to CHANCERY Division, Cook Cty, IL, records)

LexisNexis Payment Solutions

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1	cc	104.68	MC 2738	Watts	Gordon ·	Authorized	Q		Agency 102.5 Expedite 0.0
	,,, 100 may 100 m		CONTRACTOR AND A SECURE OF THE CONTRACTOR		to the water have and a history	ði			Misc 0.0 VitalChek 2.1 Shipping 0.0 Other 0.0 Total 104.6
									Print Receipt

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Order Open Payment Paid in	Full
Source POS	
Fee Data	
Agency	102.50
Expedite	0.00
Misc	0.00
VitalChek	2.18
Shipping	0.00
Other	0.00
Total	104.68
Print Receipt	1.
I	:

B-3 (FOIA – 07/24/2015 bill of \$102.50, with date-stamp; Showing the \$104.68 before fees)

THE HONORABLE DOROTHY BROWN CLERK OF THE CIRCUIT COURT COOK COUNTY, IL

DATE: 7/24/2015 TIME: 4:16PM TN: 0010-0001 RN: 00066575 DIST: 01 DIV: Chancery CHNI-134 CASHIER: JESSICAP CR#: 529

ATTORNEY NO: 99500

REF CASE NO: 2004ch10851 REF OTHER: 2007CH

CASE TOTAL: \$102.50
Copy Fee \$75.50
Record Searches \$27.00
CREDIT CARD: \$102.50
CHANGE \$0.00

RECEIPT 0001 OF 0001
TRANSACTION TOTAL: \$102.50

THANK YOU

B-4 (FOIA – 07/31/2015 bill of \$10.00, before fees; Showing \$10.21 after transaction fee)

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1	THE MONODADIE NODOTING	P.M. Maria
	CLERK OF THE CTRUIT	BRUWN
	COOK COUNTY, IL	LUUK!
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ii Ť	N: 0003-0001 RN: 00066663	-119
H D	IST: 01 DIV: Chancery	
į Li	THE HOMORABLE DOROTHY BROWN CLERK OF THE CIRCUIT COURT COOK COUNTY, IL DATE: 7/31/2015 TIME: 12:00PM TN: 0003-0001 RN: 00066663 DIST: 01 DIV: Chancery CHN1-134 CASHIER: JESSICAP CRN: 534 ATTORNEY NO: 99500 REF CASE NO: 2007ch29738 REF OTHER: CASE OTHER: SIO. 00 THANK YOU Status Order Open Payment Paid in Full Source POS Fee Data Agency 10.00 Expedite 0.00 Misc 0.00 VitalChek 0.21 Shipping 0.00 Other 0.00 Total 10.21	
g A	TTORNEY NO: 99500	COOK COUNTY, IL /31/2015 TIME: 12:00PM 3-0001 RN: 00066663 1 DIV: Chancery 4 CASHIER: JESSICAP CR#: 534 / MO: 99500 MO: 2007ch29738 R: AL: \$10.00 ARD: \$10.00 THANK YOU Stuss Order Open Payment Paid in Full Ource POS e Data Agency 10.00 Expedite 0.00 Misc 0.00 VitalChek 0.21 Shipping 0.00 Other 0.00
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i	Expedite	0.00
	Misc	0.00
	vitalUnek	0.21
	Other	0.00
	Total	10.21
	10101	
		5 11

B-5 (FOIA – record: Credit Card statement, cover sheet, closing on 07/17/2015)



Save more at the pump with your Walmart® Credit Card.



Walmart[®] MasterCard^{*}

GORDON W WATTS

Account Number: XXXX XXXX XXXX 2738

Visit us at walmart.com/credit Customer Service: 1-866-611-1148

Summary of Account Activity

Previous Balance

- Payments

+ Purchases/Debits

+ Interest Charges

\$ \$121.07 \$73.81

\$4,353.74

\$984.24

\$3.564.38

New Balance

Credit Limit

Available Credit Cash Advance/Quick Cash Limit

Available Cash

Statement Closing Date

Days in Billing Cycle

\$10,000 \$6,435 \$2,000 \$2,000 07/17/2015

Payment Information

New Balance

Total Minimum Payment Due

\$110.00 08/10/2015

\$3,564.38

Payment Due Date

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$35.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you bay.	You will pay off the balance shown on this statement in about	And you will end up paying an estimated total of .
Only the minimum payment	16 years	\$9,033 00
\$138,00	3 years	\$4,960.00 (Savings = \$4,073.00)

If you would like information about credit counseling services, call 1-877-302-8775.

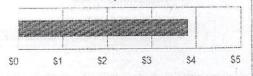
STATEM EN

CREDIT

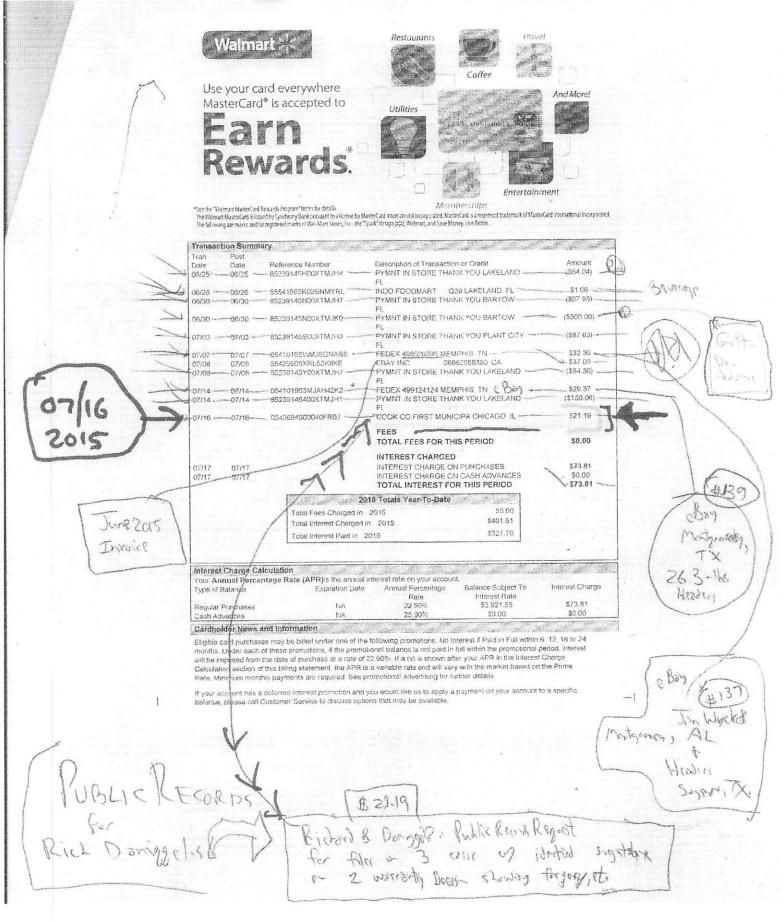
Rewards Summary \$2.60 Previous Balance (+) Earned This Period \$1.20 \$3.80

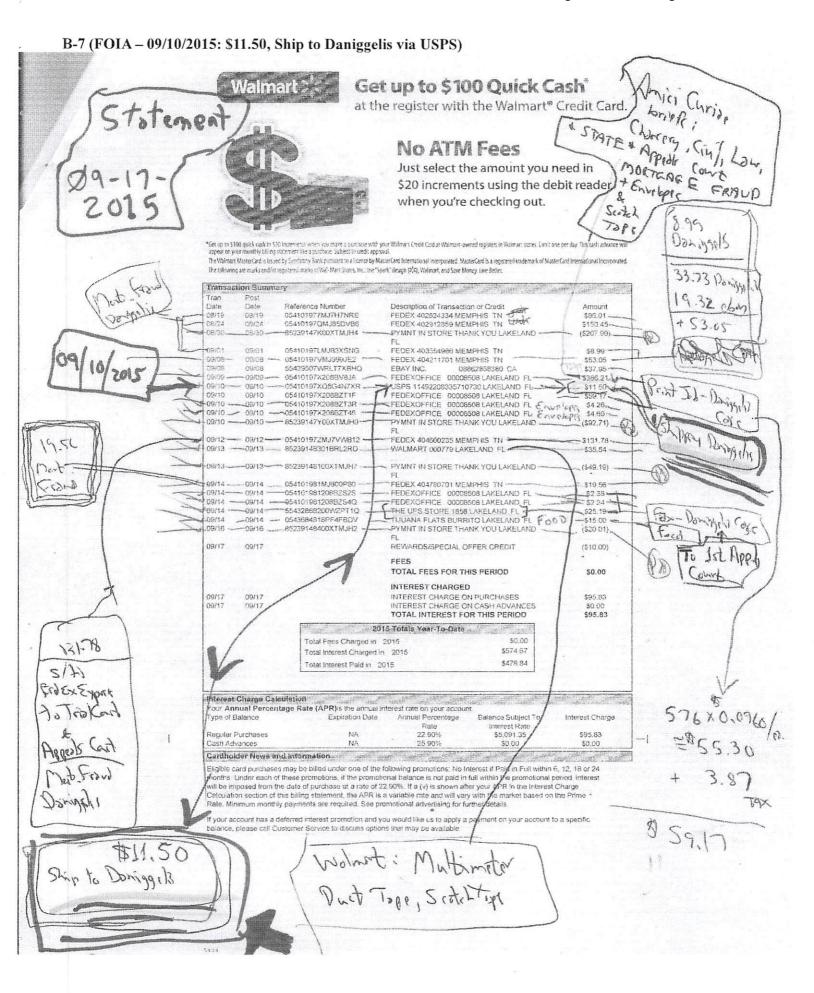
Rewards News

Earning Rewards is easy! Every time you earn \$5, you will receive a Rewards Credit on your statement!

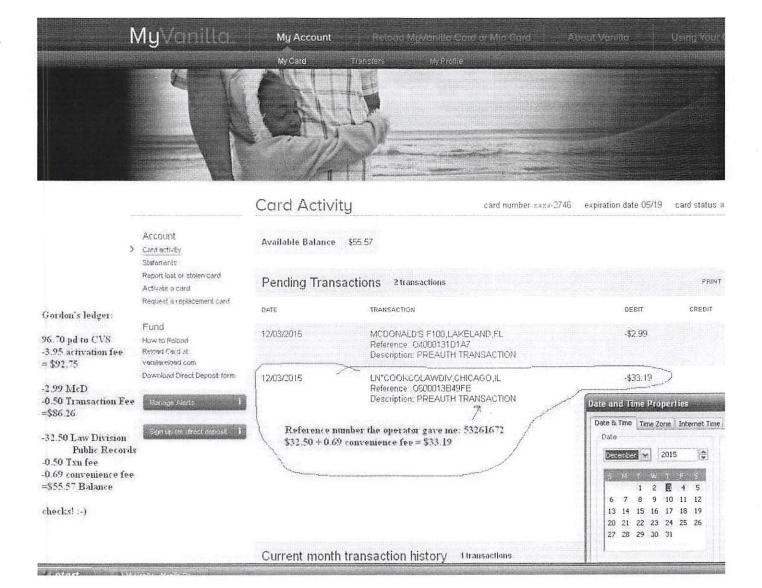


B-6 (FOIA – 07/16/2015, Credit Card bill for \$21.19 Cook County, IL court records)

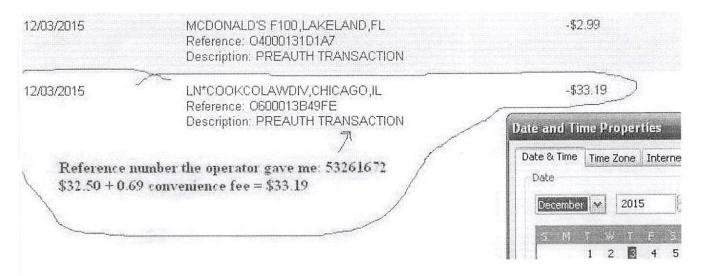




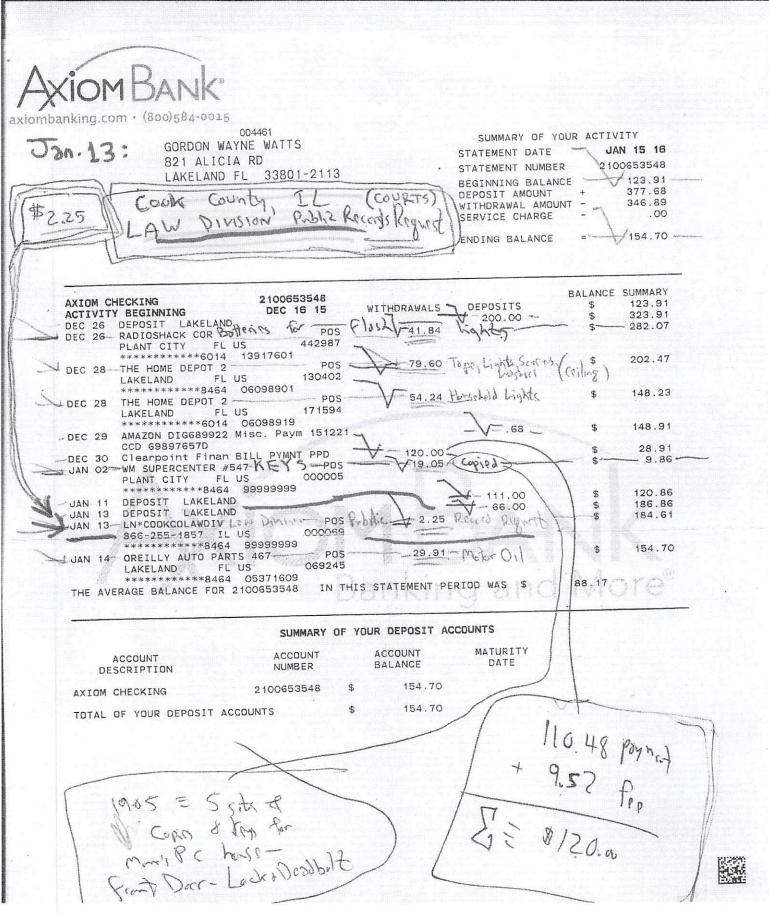
B-8 (FOIA – 12/03/2015: bill of \$33.19 to LAW Division, Cook Cty, IL, records)

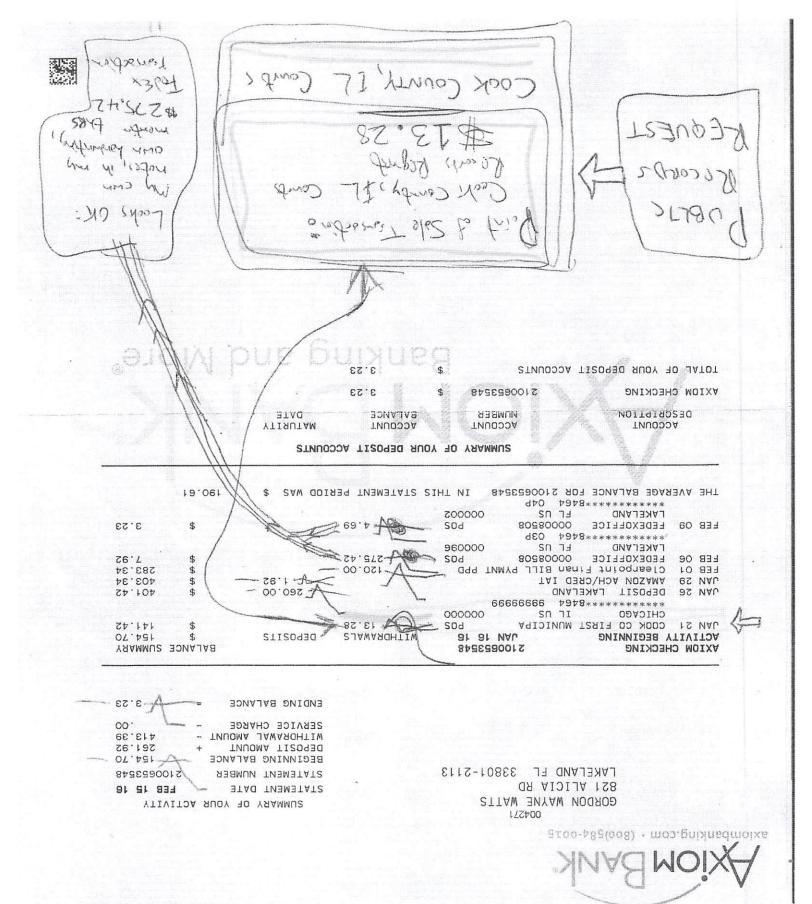


ZOOM view:



B-9 (FOIA – 01/13/2015: bill of \$2.25 to LAW Division, Cook Cty, IL, records)





B-11 (AxiomBanking 05/17/2016 ship FOIA research via UPS to Daniggelis, \$20.64; (AxiomBanking 05/26/2016 pay for FOIA research printouts to UPS to Daniggelis, \$9.60)



003792 GORDON WAYNE WATTS 821 ALICIA RD LAKELAND FL 33801-2113

SUMMARY OF YOUR	RACTIVITY
STATEMENT DATE	JUN 15 16
STATEMENT NUMBER	2100653548
BEGINNING BALANCE	- 30
DEPOSIT AMOUNT	+ 187.17
WITHDRAWAL AMOUNT	- 150.24
SERVICE CHARGE	00
ENDING BALANCE	= 37.23

	CHECKING 2100653548	BALANCE	
	TY BEGINNING MAY 14 16 WITHDRAWALS DEPOSITS	\$. 30
MAY 14	3501 FLORIDA AVE ATM 90.00	\$	90.30
	LAKELAND FL US 001542		

MAY 17	THE UPS STORE 2872 POS 20.64 Ship UP 1 Teligibles	\$	69.6
	CHICAGO IL US 000008		
	*************8464 99999999		
MAY 18	DEPOSIT LAKELAND 95.00	4	164.60
CERTIFICATION OF THE		1 3	
MAY 26		\$	155.0
	CHICAGO IL US 000000		
	**********8464 99999999	1	
18 YAN	AMAZON DIG738757 Misc. Paym 160521	V \$	157.23
	CCD 76149970D	1	
TE YAN	Clearpoint Finan BILL PYMNT PPD 120.00	1 4	37.2
	ERAGE BALANCE FOR 2100653548 IN THIS STATEMENT PERIOD WAS \$	86.33	37.2

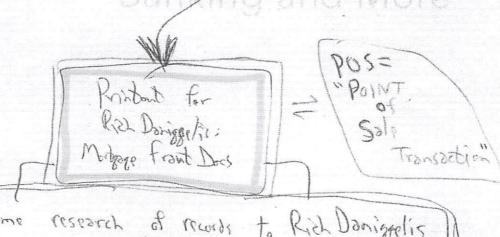
SUMMARY OF YOUR DEPOSIT ACCOUNTS

ACCOUNT ACCOUNT MATU

ACCOUNT ACCOUNT ACCOUNT MATURITY
DESCRIPTION NUMBER BALANCE DATE

AXIOM CHECKING 2100653548 \$ 37.23

TOTAL OF YOUR DEPOSIT ACCOUNTS \$



Ship some research of records to Rich Daniggelis

UPS Store # 2872 (Chicagosh) \$ 20.64

Pay for Printonts of more RECORDS research

UPS Store #1053 (Chicagosh) \$ 9.60