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ATTORNEY REGISTRATION AND DISCIPLINARY COMMISSION
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To:

Gordon Wayne Watts
821 Alicia Road
Lakeland, FL 33801-2113

Received by
myself:

Saturday,

16 September 2017,
in mail box.

Gordon Wayne Watts



33801-211321



ATTORNEY REGISTRATION AND DISCIPLINARY COMMISSION
of the
SUPREME COURT OF ILLINOIS
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Gordon Wayne Watts
821 Alicia Road
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Chicago
September 11, 2017

Re: Joseph Younes
in relation to
Richard B. Daniggelis, No. 2016IN02697
Gordon Watts, No. 2015IN03387

Dear Mr. Daniggelis and Mr. Watts:

We have reviewed the communications that we received from each of you since our investigation in Commission No. 2015IN03387 was closed in February 2016, and we have monitored the lawsuits filed in relation to the property at 1725 N. Sedgwick Street in Chicago ("Sedgwick property").

Our letter to Gordon Watts dated February 19, 2016, outlined the allegations of misconduct that Mr. Watts initially made on behalf of Mr. Daniggelis against Joseph Younes, Mr. Younes' response to the charges and a general review of the matters that we considered at that time and is summarized, below.

Mr. Watts complained about Mr. Younes' conduct in connection with Mr. Younes' purchase of property from Mr. Daniggelis. Mr. Watts, a non-lawyer, attempted to file an affidavit and an *amicus curiae* brief in a 2007 foreclosure case filed in Cook County, Illinois, against Mr. Daniggelis and others. According to the affidavit and proposed brief, the two of you were personal friends although as of that time, you had not met in person.

Mr. Watts claimed that Mr. Younes engaged in a conflict when he took title to the Sedgwick property after he purportedly represented Mr. Daniggelis in a foreclosure suit filed against him in 2004 in connection with the same property. Mr. Watts also claimed that a 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, which, according to Mr. Watts, Mr. Daniggelis had actually signed.

Court records showed that an earlier foreclosure suit was filed against Mr. Daniggelis in 2004 and was dismissed by the lender in 2006. While the electronic docket sheet in that case showed that Mr. Younes may have filed a motion to vacate the foreclosure sale of the property, the docket sheet showed that on the same date, attorney Habib Younes also filed pleadings in the case for Mr. Daniggelis. Mr. Younes denied representing Mr. Daniggelis and explained that it was his father, also an attorney and now deceased, who filed the pleadings.

Mr. Younes explained that in 2006, he purchased the Sedgewick property from Mr. Daniggelis through attorney Paul Shelton (disbarred in 2016 as a result of unrelated misconduct). As a result of the purchase, the mortgage owed by Mr. Daniggelis was paid, and the 2004 foreclosure case was dismissed.

Mr. Younes explained that he was not involved in the execution of the warranty deed involved in that transaction 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. Daniggelis, he allowed Mr. Daniggelis to occupy the property after the closing date, but Mr. Daniggelis contested the validity of Mr. Younes' title to the property. Mr. Daniggelis subsequently retained possession of the property for eight years or more, while litigation pended, without paying a mortgage and related expenses.

Mr. Younes explained that he could not keep up with his own mortgage payments without getting income from the property and a second mortgage foreclosure was filed (*GMAC Mortgage, LLC et al. v. Joseph Younes et al.*, Circuit Court of Cook County, Illinois, case number 07 CH 29738). According to court records, Mr. Daniggelis was named as one of the defendants in that case apparently because of his cloud on the title.

Court records show that on February 15, 2013, the court in case number 07 CH 29738 entered an order in favor of Mr. Younes and against Mr. Daniggelis, finding that Mr. Younes was the sole owner of the property and that Mr. Daniggelis had no legal interest. Thereafter, the court denied Mr. Daniggelis' motion to reconsider. On May 15, 2014, the court issued a memorandum of judgment, dismissing Mr. Daniggelis' action to quiet title and cancelling the fraudulent document notice that he had recorded.

Court records show that in 2014, Mr. Younes filed a forcible entry and detainer action against Mr. Daniggelis to obtain possession of the Sedgewick property from Mr. Daniggelis (*Joseph Younes v. Richard Daniggelis*, Circuit Court of Cook County, Illinois, case number 14 M1-701473). On January 27, 2015, the court in that case entered an order of possession in favor of Mr. Younes.

Mr. Watts acknowledged that Mr. Daniggelis 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.

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Rather than blame Mr. Younes for improprieties, Mr. Daniggelis' attorney, in the third amended answer filed in the 2007 foreclosure case, acknowledged that Mr. Daniggelis signed the May 9, 2006, deed. Mr. Daniggelis' attorney also acknowledged that Habib Younes (not Joseph Younes) filed the motion to stay the foreclosure sale in the 2004 foreclosure case; that Mr. Daniggelis 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 (not Mr. Younes) altered the date on the deed to July 9, 2006.

According to the transcript of the February 13, 2013, hearing on the motion for summary judgment, Mr. Daniggelis' attorney submitted no caselaw to support his claims related to the purported fraudulent conveyance.

In closing our disciplinary investigation in February 2016, we advised Mr. Watts that the Commission could not take the place of a court of law to determine individual rights, and that under all of the circumstances, we had determined that we would be unable to prove by clear and convincing evidence at a formal disciplinary hearing that Mr. Younes engaged in professional misconduct warranting action against his license to practice law.

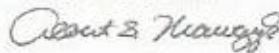
Since that time, Mr. Watts submitted additional information for us to consider and Mr. Daniggelis submitted his own request that we investigate Mr. Younes' conduct.

The affidavit that Mr. Daniggelis submitted in support of his claims did not raise any allegations of misconduct that were not already reviewed as a result of Mr. Watts' earlier charges made on Mr. Daniggelis' behalf. Moreover, Mr. Watts, in his communication dated April 25, 2017, acknowledged that the Assistant State's Attorney who he had contacted, himself questioned how he would be able to determine who had forged the deed.

Court records show that decisions in both case number 07 CH 29738 and case number 14 MI-701473 were appealed. Both appeals were dismissed. In addition, the declaratory judgment suit in the matter entitled *Joseph Younes v. Stewart Title Company*, Circuit Court of Cook County, Illinois, case number 16 CH 05617 was dismissed by agreement on November 4, 2016.

The Commission cannot take the place of a reviewing court to review or overrule the orders and judgments of the various courts that have ruled against Mr. Daniggelis. Under all of the circumstances, we will take no further action.

Very truly yours,



Albert S. Krawczyk
Senior Counsel