

To: Atty. Albert S. Krawczyk, Esq., Senior Counsel, 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, AKrawczyk@iarDC.org
Cc: Thomas P. Simpson, Assistant State's Attorney (Thomas.Simpson@CookCountyIL.gov)
Cook County State's Attorney's Office, Special Prosecution Bureau, 2650 South California (13 B 08), Chicago, IL 60608
Cc: Deidre.Dyer@CookCountyIL.gov, StatesAttorney@CookCountyIL.gov, David.Williams@CookCountyIL.gov (Mr. Simpson's two
immediate supervisors at last check)

Date: Tuesday, 25 April 2017

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

Dear Mr. Krawczyk:

In spite of the fact that I think you missed the mark, in regard to my past complaints about Joseph Younes (complaint #:2015-IN-03387), I am impressed by the depth of research that you gave my complaint, and my friend, retired attorney Raymond Sanders, also a friend of Richard Daniggelis, speaks well of you. **I am writing you because I have what probably constitutes a violation of the standards governing Illinois attorneys.**

In case you did not hear about it, I spoke at great length with Assistant State Attorney, Thomas Simpson, who I am cc copying here, to make sure and hold myself accountable (so that I don't accidentally misquote him, or mischaracterize what he told me). While Mr. Simpson made a compelling case that the SOL (statutes of limitations) have passed for all crimes except the forgery that was the basis of the fraudulent transfer of title, nonetheless, I read into his replies the unmistakable admission that crimes were committed—and yet protected from prosecution, but for the SOL issue.

If I am reading Mr. Simpson correctly, then that means that the IARDC has allowed an attorney to commit crimes, and escape censure simply because the Police were too slow to process paperwork, and let the statute of limitations expire. Is that, really, the standard in Illinois? Does the IARDC give its “stamp of approval” to any and all crimes, just so long as the SOL have expired? Oh, really? [I am also copying Mr. Simpson's immediate supervisors, Deidre Dyer and David Williams, because at the end of my letter to you, I will then commence to make the case that the SAO has jurisdiction to prosecute.]

PART I: Crimes were committed—irrespective of SOL issues

[I refer to the third (3rd) page of this 23-page email thread, “[Apx-G-see-1st-SEVEN-pages-email-to-SAO.pdf](#)”]

(#1) First, Asst. St. Atty. Simpson (in paragraph 2) does not call it “alleged” forgery. Rather, he calls in “this forgery.” While Younes may not have committed this forgery, he was eventually notified of it, via my court filings (and via our IARDC communication, no?), and yet Younes continued to fight for possession of property that he knew was stolen property. That he did not know who did this is unimportant: For example, if a Pawn Shop gets possession of The Batmobile, buying it from some young 17-year-old, the Police might not be able to find out who sold it to them, but since everyone knows that The Batmobile belongs in a museum (or in the Bat Cave), the Pawn Shop's actions are criminal: they are knowingly dealing in hot (stolen) property, and so is Younes.

(#2) Secondly, Simpson admits that financial crimes were committed (his exact words were: “How am I to determine who committed the act of forgery on the deed?” – forgery, a financial crime – not *alleged* forgery), but that he can not prosecute because the “statutes of limitations are exhausted for everything save forgery.” Since Younes is benefiting from these financial crimes, he is guilty—but can not be “criminally” prosecuted due to statutes of limitations running out. Since no one has provided a copy of the warranty deed used to transfer title with an original (not photocopied) signature, we have even more proof that it was indeed a photocopy, as documented in the filings cited above. **Since Younes cooperated with Paul Shelton, in the illegal transfer of title, then there were other financial crimes committed—not just forgery.**

(#3) Third and last, Simpson admits (par. 3) that he believes that “he (Daniggelis) was taken in a scheme,” meaning there were guilty parties, obviously including Younes, who benefited from the illegal transfer of title—by getting a FREE house, for which Daniggelis received NO documented payment (no payment at all).

So, even if Mr. Younes did not initially know that there was a forgery, can you say with a straight face that he doesn't know now? And, since Younes clearly knows that a forgery was committed, his acceptance of title for the house constitutes a knowingly-committed crime, which (according to Simpson) can not be prosecuted because the SOL has expired for everything except forgery (but we don't know who did the forgery because no one will rat on anyone else).

PROOF—You need proof for my assertion that forgery (and other crimes) occurred, here it is:

First, looking at the 2 warranty deeds in both my exhibits (2007-CH-29738, Chancery Division) and the exhibits of Attorneys Galic and Philips (cited in my own briefs), there is a “whiteout” on the latter one (suspicious), but more-importantly, the signatures on both of them are EXACTLY the same—an impossibility for a mere mortal. (Were the signatures merely “similar,” you might need a handwriting expert—but that is not the case here.) **Secondly**, there WAS no 'original' Warranty Deed signature produced. You know why? Because it never existed: it was a photocopy. **Thirdly**, there WAS no payment to Daniggelis for the house, and this both invalidates the contract (void without consideration), and also proves Daniggelis had no motives to just “hand over” the house. [As a side-note, Simpson goes on to say: “Whether or nor not Daniggelis got paid is meaningless to a criminal prosecution, and his relief from the mortgage note is a form of consideration.” This, however, is incorrect: It would only be correct if there were not any equity in the house, but there were hundreds of thousands of dollars on equity, as I prove in my Amicus Curiae briefs, filed in both the Chancery case, the Law Division case by the same case-number—it was transferred, and the Civil case, 2014-M1-701473, CIVIL DIVISION, Younes v. Daniggelis. But even still it is not legal to simply 'take' a person's house, even were there no equity stolen, which did happen.] **Fourth**, did you notice the Powers of Attorney (POA) documents? Two versions appeared in the record, one notarised, one not. Notarising after the fact is not legal. [Also, some have said that since Daniggelis signed something, this was proof of his intent to just “hand over” the house. NOT. Since title did not transfer on the 1st Warranty Deed, this is proof of the side-agreements that caused the deal to fall through. That irritated Shelton & Younes and provoked somebody to photocopy (forge) Daniggelis' signature.] **Fifth**, I warned The Court, in my “Time-Sensitive Judicial Notice...” (dated Sept. 09, 2015, docketed Sept. 11, 2015 in *GMAC v. Daniggelis*, 2007-CH-29738, in Chancery), that Younes was attempting illegal construction/demolition, and I showed This Court photos of a “STOP WORK ORDER,” but this court, in its infinite wisdom, ignored me. Because of that, Younes, again, attempted much greater illegal construction/demolition, again drawing the ire of The City of Chicago (which resulted in *City of Chicago vs. Younes*, 2017-M1-400775, being filed – and made local news media: See recent *DNAinfo* and *The Register* news coverage, listed elsewhere). While Younes may have not been guilty of the actual forgery, he certainly participated in a scheme, and benefited from it, and was only able to escape jail time & criminal prosecution because the police did not bring charges fast enough, allowing the statutes of limitations to slip by.

He received title to a house, and continued fighting for possession, even after being properly notified that the title was transferred fraudulently, through clear & obvious forgery, in a transaction for which the true home-owner NEVER got paid one dime. (If you can show me where Daniggelis got paid, I will admit wrong. If you can show me the original Warranty Deed used to transfer title—or kindly explain how a mere mortal can sign his name EXACTLY the same twice-in-a-row, I'll admit wrong. If not, then **the IARDC's stamp of approval is on ILLINOIS attorneys who can commit crimes and escape “but for the Statutes of Limitations” that ran out** due to the Police department continually refusing to follow up on a report Daniggelis made to them—until it was too late.) **I believe Younes knew of the forgery BEFORE I notified him, but can't prove it. So, I must give Younes the benefit of the doubt, here. (I might be wrong.)** BUT: I do now testify under oath that Daniggelis told me *many times* that Younes bragged about being “removed” from the proof of a crime being committed, leading me to believe that he had Shelton or someone else execute the forgery.

If the IARDC makes excuses that Judge Otto transferred title, and this somehow “makes it OK,” then this is damning proof that the Illinois Courts (which govern the IARDC and the Chancery courts) is a “broken” system. [If you are using a judge as an excuse to not do your job, then I will show you numerous “bad” judges, and their rulings, to show you the error of your ways: Should I start off with the Dred Scot decision, or would Plessey v. Ferguson do? Or, maybe I should show you some “notable” *Coram Nobis* cases, such as Gordon Hirabayashi, Fred Korematsu, and Minoru Yasui, all best known for their principled resistance to the internment of Japanese Americans during World War II; All three had their convictions overturned through writs of *coram nobis*, and they were each awarded the Presidential Medal of Freedom. Do you still want to use the “Judge Otto ruled” excuse, now?]

PART II: Lies that Younes told the IARDC (unbecoming of an IL attorney)

[[#1]] **FIRST:** In my reply to IARDC Litigation Counsel, Rita Greggio, Esq., dated Thursday, 08 October 2015, Younes claimed : “In response, I have no idea as to what is being claimed or investigated,” which I easily proved was a lie (since he was served numerous times, himself—and because I put it on record with the court, which you can easily verify). **Is it 'OK' that he lie to you with impunity? [Look at my FedEx receipts of delivery and/or The Court's docket, where I filed similar charges—with proof of forgery.]**

[[#2]] **Secondly,** Mr. Krawczyk, Younes falsely claimed that this was a “piece of property that I purchased at arm's length from Richard Daniggelis.” Oh, really? Do you know the definition of 'at arm's length'? Do you like being snowed, bullied, and lied to? (Or maybe you disagree with my points #1 or #2 that Younes lied, and, if so, please show me my error.)

[[#3]] **Thirdly,** in my Saturday, 30 April 2016 cross-reply, I quoted your February 19, 2016 letter to me, where you said that: “Mr. Younes explained that he purchased the property from Mr. Daniggelis...” **This we know is a lie because NO record of payment exists,** and Daniggelis says he didn't get paid, and never intended to just give away his property. (Daniggelis had hoped to either refinance it or sell a minor 'interest' to investors, as well as continue to rent out the property, but he could not attract renters with the cloud that Younes & Shelton hung over the title, tied up in litigation. Only Robert J. More—a nonpaying tenant—lived with Daniggelis during that time.)

Because the IARDC refused to censure Younes for crimes committed (using the 'Judge Ruled' excuse), Younes has, on at least two (2) occasions, continued illegal construction, demolition, and/or gutting of the house. I also go on record as stating that Daniggelis, when speaking at the recent Historic District meeting (I got audio under Public Records), and also when speaking to me (by phone, remember, I live in Florida?), told me repeatedly that his father built the house with a foundation that was good enough for a five (5) story house, even tho it was only a 2-story house, and thus Younes' claims of a 'bad' foundation were lies. Also, the roof leaks were greatly exaggerated, and Younes is attempting to 'get around' the Historic District CODE restrictions by purposely (or carelessly) let the house fall into disrepair. (This is why Stop Work Order had to be issued, and City of Chicago v. Younes, 2017-M1-400775, had to be filed—because the IARDC did not do its job to stop a bad, lawbreaking attorney, who “slipped thru the cracks” due to Statutes of Limitations issues.

In my April 30, 2016 reply to you, Mr. Krawczyk, you raised ****numerous**** points (interesting questions to be sure), but I answered every one of them, to your satisfaction, did I not?

PART III: Legal Standards

Also, you raise the “Clear and convincing evidence” standard, but forgery was committed, and title transferred with NO payment to Daniggelis (both of these are crimes). Listen, let me make it simple for you: When I speak to NUMEROUS friends, and ask them what would they think if they looked down and saw their driver's license, and then looked over and saw some random document, with their signature – and they noticed that both signatures were EXACTLY IDENTICAL, you know what they tell me every time? Obviously, the 2nd one was a photocopy,

and not an original, as they could NOT see ANY way EVER to sign their name the same twice in a row. Secondly, lack of getting paid is damning proof of motives, both on the part of Daniggelis and of Younes, Shelton, & their cronies. When NONE of my friends in a jury “of the people” would disagree with me (even after much begging), I think we've cleared the “Beyond reasonable doubt” standard, which means we've even more-assuredly cleared the lower standard you set forth. And, the icing on the cake is the 'Batmobile' argument I've used elsewhere: If you saw some guy with the Batmobile, and he claimed that he'd bought it from a 17-year-old kid on the street for, say, \$100.00, even if we don't know the kid's identity, the man is KNOWINGLY dealing in stolen property. Likewise, even if we can't prove the executor of the forgery (not 'alleged' forgery, remember), then when Younes was made aware (or was reasonably expected to have known, which would be even earlier) of forgery, he should have refused transfer of title—no matter what any judge might say. (And, judges' mistakes do not excuse your own mistakes, now do they?) In my last email, I think I overcame SOL issues (showing how they can be tolled), but even still, there is one more point to be addressed:

PART IV: CURRENT crimes for which the SOL have not expired

[This section is directed to Attys. Deidre Dyer and David Williams]

Mr. Simpson told me in his email that: “There is no act in furtherance after the transfer of the property in 2006...” Oh, really? Let's look that term up: “The furtherance of something is the activity of helping it to be successful or be achieved.” <https://www.CollinsDictionary.com/dictionary/english/furtherance> Case Law generally holds that we use words/phrases in their “plain language” meaning, right? Let's see another definition: “The definition of a furtherance is the act of helping, or an advancement. An example of a furtherance is an internship that gives experience before applying to jobs.” <http://www.YourDictionary.com/furtherance>

When Younes continued to fight for possession of property, even after I notified him NUMEROUS TIMES that the second warranty deed was a 'photocopy' forgery (i.e., I didn't just tell him like some attorneys did; rather, I gave him the same proof I gave you above), he still committed “acts in furtherance” of ILLEGAL possession of the property. Namely, he continued to fight, in court, for possession, and that, by the definition, constitutes acts of furtherance. Now, we must merely see what the law says:

<http://www.ilga.gov/legislation/ilcs/documents/072000050K17-10.6.htm>

(720 ILCS 5/17-10.6) Sec. 17-10.6. Financial institution fraud.

(g) Conspiracy to commit a financial crime.

(1) A person commits conspiracy to commit a financial crime when, with the intent that any violation of this Section be committed, he or she agrees with another person to the commission of that offense.

(2) No person may be convicted of conspiracy to commit a financial crime unless an overt act **or acts in furtherance** of the agreement is alleged and proved to have been committed by that person **or by a co-conspirator** and the accused is a part of a common scheme or plan to engage in the unlawful activity.

(3) It shall not be a defense to conspiracy to commit a financial crime that the person or persons with whom the accused is alleged to have conspired:

- (A) has not been prosecuted or convicted;
- (B) has been convicted of a different offense;
- (C) is not amenable to justice;
- (D) has been acquitted; or
- (E) lacked the capacity to commit the offense.

Question for Attorneys Dyer and Williams: How are Younes' continued fighting for possession of the 1720 N. Sedgwick St. properties **not** acts in furtherance of the forgery that ILLEGALLY transferred title, and that WITHOUT ANY PAYMENT (both illegal, per *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), old, but still current, case-law. AND: If that's not 'acts in furtherance, then what is? If no answer ensues, then it's prosecution time. The truth is on your side. *Thank you,*

Gordon Wayne Watts