

RECORD AND RETURN TO:

Virginia Curtis Lee
Attorney at Law
1458 Princeton Avenue
Salt Lake City, Utah 84105-1923

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Rashelle Hobbs Recorder, Salt Lake County, Utah
Return To: VIRGINIA CURTIS LEE
1458 PRINCETON AVENUE SALT LAKE CITY, UT 84105



REVOCATION OF WAIVER

Pursuant to U.C.A. § 75-2-213 (1998), Virginia Curtis Lee, the undersigned Revoking Person, declares the following statements are true and correct to the best of her personal knowledge, and with respect to any matter stated on information and belief, she verily believes the same to be true and correct:

WHEREAS:

1. In about May 1962, James Robert Lee ("JR Lee") d/o/b 05/02/1936 graduated with a B.A. in Business from the University of Utah. JR Lee attended but did not complete law school at the University. In 1968, JR Lee and his first wife divorced.
2. In 1973, as a single mother, Virginia Curtis Hay d/o/b 05/13/1947 transferred from Boise Junior College to study biology at the University of Utah. In May 1977, she graduated *magna cum laude* with a B.S. in Biology from the University of Utah. In 1977, she also obtained a Secondary Teaching Certificate from the Utah State Office of Education, which she held until 1992.
3. Virginia worked as a serving person at La Caille to complete her undergraduate and graduate degrees. The father of Virginia's two children refused to pay her child support, so the children lived with their father, an attorney, in California.

4. In May 1979, Virginia graduated with a J.D. from the University of Utah College of Law. To support herself, that fall she began teaching math at Hillcrest High School in Midvale, Utah. On September 12, 1979, Virginia's mother died following a lingering incapacitation. Virginia opted to wait to take the 1980 Utah Bar Exam.

5. On September 25, 1980, JR Lee and Virginia married one another in a civil ceremony conducted on the first floor of the old Third District Courthouse in Salt Lake City, Utah. Virginia had been living with JR Lee for several months at 1458 Princeton Avenue in Salt Lake City.

6. On September 25, 1980, Virginia Curtis Lee ("Virginia") was pregnant with JR Lee's child. In the summer of 1980, JR Lee had dropped Virginia off at an abortion clinic to end her pregnancy. Virginia went to a nearby church to pray. She received a message not to abort the child.

7. On October 9, 1980, Virginia was sworn in as a member of the Utah State Bar.

A.1980 Antenuptial Agreement

8. Shortly after the marriage, JR Lee induced Virginia to waive interest in the real property located at 1458 Princeton Avenue, Salt Lake City, Utah, and more particularly described as follows:

Lot 3, Blk 2, Normandie Heights. 3828-297

Salt Lake City, Salt Lake County, State of Utah

by improperly threatening to discontinue the relationship, which left Virginia no reasonable alternative.

9. In about October 1980, Virginia prepared a non-testamentary

waiver instrument denominated Antenuptial Agreement ("Agreement"), which consisted of three or four legal-sized pages. At the time she prepared the Agreement, Virginia was only nominally familiar with a surviving spouse's statutory right of elective share in the augmented estate of a decedent spouse and rights to a homestead allowance, exempt property and family allowance.

10. The Agreement was signed sometime in October 1980.

11. The Agreement did not identify the date or circumstances when:

- a. Any taker of a future interest in JR Lee's real or personal property interest would be finally ascertained, and
- b. That future interest would be indefeasibly vested.

12. Under duress, Virginia did not execute the Agreement voluntarily.

13. In the Agreement, Virginia and JR Lee each "did not voluntarily and expressly, in writing, waive" "all rights of elective share, homestead allowance, exempt property, and family allowance by each spouse in the property of the other." Nor did each "voluntarily and expressly, in writing," renounce "all benefits that would otherwise pass to [one] from the other by intestate succession or by virtue of any will executed before the ["Agreement"].

14. Before the Agreement was signed, JR Lee had not executed any will.

15. The Agreement was also unconscionable when it was executed, and before execution of the Agreement:

- a. JR Lee did not provide Virginia a fair and reasonable disclosure of his property or financial obligations / speculative "investments."
- b. Virginia did not voluntarily and expressly waive, in writing, any

right to disclosure of JR Lee's property or financial obligations / speculative investments."

c. Virginia did not have, and, under duress, reasonably could not have had, adequate knowledge of JR Lee's property, financial obligations / speculative investments."

16. Since about 2021, when JR Lee found the original and a copy of the Agreement in Virginia's home office, he has had sole possession of the original Agreement and the only copy.

17. Since finding the original and copy, JR Lee has secreted both from Virginia.

18. Virginia has had no access whatsoever to the original or any copy of the Agreement since JR Lee secreted them from her.

B. Marital Assets Acquired over the Course of More than Forty Years of Marriage

19. Throughout the course of the marriage, until he retired in July 2007, JR Lee was employed as a brakeman-conductor by Union Pacific Railroad. JR Lee often worked out of town.

20. After James was born, Virginia began practicing law from her home office so she could personally care for James. Over the eighteen-year-course of raising James, Virginia served in the Yale Ward Primary and Sunday School programs, volunteered in the Extended Learning Program ("ELP") at Lowell Elementary James attended, worked afternoons part-time as an associate at a downtown law firm, coordinated the Utah Mock Trial Program from 1986 to 2000, served as an advisor with the Salt Lake Peer Court, and served Salt Lake City, Salt Lake County and the State of Utah in various volunteer positions until James graduated from West High's International Baccalaureate program.

21. In 1989, Virginia contracted symptoms of Chronic Fatigue and Immune Dysfunction Syndrome (“CFIDS”). CFIDS symptoms persisted for 32 years and prevented Virginia from practicing law full time. In 2022, Virginia received two mRNA vaccinations for Covid-19, which effectively cured Virginia’s chronic fatigue symptoms.

22. During the marriage, JR Lee and Virginia acquired marital property subject to equitable division. JR Lee encumbered the subject real property multiple times to fund substantial speculative losing investments, and to remodel the subject real property.

23. JR Lee engaged in a years-long scheme to ambiguously title marital property interests accumulated during the the marriage in his sole name, James Robert Lee, the name he shares with his only child. That years-long scheme was intended to transfer marital real and personal property to his only child James Robert Lee to defeat Virginia’s interest in martial property and in Virginia’s prospective statutory one-third elective share in JR Lee’s augmented estate. JR Lee registered property using James’s Summit County residence address and have tax notices sent to that address to make it appear that James owns the property.

24. Throughout the course of their 42-year marriage, JR Lee and Virginia filed federal and state income tax returns as “Married Filing Jointly.” JR Lee prepared the joint returns, which included deduction of Virginia’s business expenses, home-office depreciation and JR Lee’s substantial investment losses. Both JR Lee and Virginia signed all returns. Throughout the course of the marriage, JR Lee and Virginia equally divided all income tax refunds.

D.Estate Planning

25. For the most recent thirty years or so of marriage since about 1990, Virginia implored JR Lee to join with her in creating and executing a joint marital trust that would 1) specify and protect Virginia's prospective statutory rights to her one-third spousal elective share of JR Lee's augmented estate, and other rights, and 2) provide for James.

26. JR Lee stubbornly refused to join in creating and executing such a joint marital trust.

27. In November 2019, in anticipation of December 5, 2019, hip-replacement surgery that Virginia feared she might not survive, over the course of about 11 days she organized two file boxes of marital documents she referenced at the beginning of the 35-page Decedent's Verified Reconstruction of 39 Years of Marital Finances ("Reconstruction") she prepared. The Reconstruction was Virginia's best estimate of what her augmented estate would be if she were the hypothetical decedent. Among those documents upon which she relied in preparing the Reconstruction were:

"Early Investment Failures 1977 – 1987,"

"Charles Schwab Stock 2/12/1982 – 09/30/2003,"

"Kidder Peabody Washington State Government Obligation 11/26/1982 – 05/01/1992 Callable,"

Twenty-one years of First Interstate Bank and Wells Fargo Bank statements (with cancelled checks) from January 1985 through December 2005,

"First Interstate residential line of credit 10/27/1986 to 10/03/2003,"

"Wells Fargo Line of Credit" accounts opened in 1998 and on 03/01/2013,

"Fidelity (02/01/1998 – 12/31/2012 / Wells Trade (12/02/07 – 10/01/2015) / Vanguard (01/93 – 11/26/2019) / Union Pacific (04/23/1984 – 06/19/2019)," "FNMA FHLMC 2014," "Wells Fargo PMA 01/13 – 12/15," "Wells Fargo PMA 01/16 – 12/17," and "Asset Transfers 01/31/2016 – 04/30/2018"

28. Based upon that Reconstruction, which recounted speculative investment failures, Virginia prepared the Last Will and Testament of Virginia Curtis Lee.

29. On December 4, 2019, Virginia executed the Reconstruction and Will before two witnesses and a notary public.

30. Following her December 5, 2019, surgery, Virginia spent twelve (12) days in a rehabilitation facility recovering from hip-replacement surgery. During one of JR Lee's few visits, Virginia disclosed to him having executed her Reconstruction and Will.

31. JR Lee then determined to obliterate any interest Virginia might have in marital real and personal property.

32. James joined in JR Lee's years-long scheme intended to transfer marital real and personal property to James to defeat marital property interests and Virginia's statutory one-third elective share and other interests.

E.JR Lee Executes Fraudulent Warranty Deed Conveying the Subject Real Property to His Secret Trust

33. James immediately secured an attorney for JR Lee to prepare a secret trust for JR Lee and a fraudulent warranty deed under which JR Lee, as a single man, conveyed the subject real property to JR Lee's secret trust.

34. On 12/23/2019, JR Lee executed the secret trust and the fraudulent warranty deed conveying the subject real property into the secret trust..

35. James instructed JR Lee never to show the secret trust to Virginia.

36. In early 2020, Virginia learned of JR Lee's secret trust when she opened a letter from the Salt Lake County Recorder's Office containing the fraudulent warranty deed JR Lee executed as a "single man" conveying the subject real property to his secret trust.

37. For about 31 months, on more than 100 occasions, Virginia has repeatedly asked JR Lee to show her his secret trust.

38. Just as JR Lee stubbornly refused to join with Virginia in creating and executing a joint marital trust, so he has stubbornly refused to show Virginia his secret trust.

39. As of January 6, 2023, the last valid document recorded by the Salt Lake County Recorder's Office involving the subject real property is the fraudulent warranty deed recorded at Book 10876, page 8155 on 12/23/2019.

40. No event has determined that the taker of a future interest in the subject real property is finally ascertained and his/her interest is indefeasibly vested.

41. Virginia, living and in good health, possesses power to revoke the unconscionable, nontestamentary 1980 Agreement to protect her statutory one-third elective share interest in JR Lee's augmented estate and other interests.

NOW THEREFORE, Virginia Curtis Lee hereby 1) fully and finally revokes, annuls, cancels, rescinds, renounces, and repeals in its entirely the unconscionable, nontestamentary 1980 Antenuptial Agreement described hereinabove, and 2) gives

notice of the fraudulent warranty deed JR Lee executed conveying the subject real property to JR Lee's 2019 secret trust.

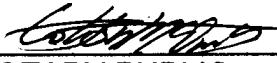
DATED this 10th day of January, 2023.



Virginia Curtis Lee
Revoking Person

Subscribed and sworn to before me by Virginia Curtis Lee, Revoking Person, this 10th day of January, 2023.

(Seal)



NOTARY PUBLIC

