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2 **ARIZONA SUPREME COURT**
3 **Fiduciary Board**

4 **IN THE MATTER OF FIDUCIARY**
5 **LICENSE:**

NO. FID-NFC- 21-0009

6 **NICOLE CORONA**
7 License Number [REDACTED]

AMENDED CONSENT AGREEMENT

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11 **THE FIDUCIARY BOARD ("Board") and NICOLE CORONA ("Corona"), together**
12 **"The Parties," enter into the following Consent Agreement.**

13 **RECITALS**

14 1. **Corona is a licensed Fiduciary in the State of Arizona since January 8, 2015. Her**
15 **license number is [REDACTED]**

16 2. ***The Verne and Shirley Wertman Trust Under Agreement Dated January 13, 1992,***
17 ***named Verne and Shirley Wertman as Grantors and Co-Trustees. The Amended and Restated***
18 ***Trust of Verne and Shirley Wertman dated December 5, 2017, removed Shirley Wertman and***
19 ***named Corona as the Successor Trustee.***

20 3. **After Verne Wertman's death, Corona began to exercise her authority as Successor**
21 **Trustee in July of 2019.**

22 4. **On or about May 27, 2021, the Arizona Supreme Court, Certification & Licensing**
23 **Division ("Division"), received a written complaint from Roberta Wertman against Corona**
24 **(Complaint No. 21-0009).**

25 5. **During its investigation, the Division substantiated the following allegations against**
26 **Corona:**

- 1 Allegation 1 Failed to timely marshal assets of the estate.
2 Allegation 2: Failed to timely close the estate.
3 Allegation 3: Failed to respond and/or timely respond to estate heirs'
4 communications, inquiries, and/or requests for information.
5 Allegation 4: Failed to provide proper notice to the Court regarding the use of
6 her mother as her legal representation in at least one probate case.

7 6. At its meeting on March 9, 2023, the Fiduciary Board instructed Division staff to
8 attempt to resolve the disciplinary issues related to the substantiated allegations against Corona
9 through a Consent Agreement. The Division provided Corona with a draft Consent Agreement
10 on April 17, 2023, for her review and consideration. On April 28, 2023, Corona declined to
11 accept the agreement.

12 7. On June 13, 2023, the Fiduciary Board filed its Notice of Formal Statement of
13 Charges and Right to a Hearing. Corona filed her Answer to the Notice of Formal Statement of
14 Charges and Right to a Hearing on June 23, 2023. Under separate filing on the same day,
15 Corona filed her request for a Hearing under ACJA §7-201(H)(12) and (13). A hearing was
16 scheduled for September 28, 2023. The hearing was vacated after Corona obtained counsel and
17 agreed to the terms of the initial Consent Agreement. Corona executed the initial Consent
18 Agreement on August 29, 2023 and the Board executed the initial Consent Agreement on
19 September 26, 2023.

20 8. Since executing the initial Consent Agreement, Corona has not complied with the terms of
21 the Consent Agreement because she did not retain a third-party compliance auditor. On
22 several occasions the Division sought to obtain a status on her selection of a compliance
23 auditor and details as to the steps she had taken to secure a compliance auditor. Corona
24 had not secured a third-party auditor nor had she provided the Division with details
25 involving actions she took to secure an auditor.

26 9. The Division provided Corona with the contact information of Affiliated Monitors, Inc.,

1 an agency that has contracted with other licensed fiduciaries in Arizona to conduct third-
2 party audits. On February 8, 2024, Corona's attorney, Sara Stark ("Stark") informed the
3 Division that after consulting with the potential auditor, Corona believed that complying
4 with the Consent Agreement was unmanageable and asked the Division to consider
5 negotiating the voluntary surrender of her fiduciary license.

6 10. The Division offered to conduct the compliance audit in lieu of a third-party compliance
7 auditor. On February 20, 2024, Corona's counsel informed the Division that Corona
8 declined the offer and to instead move forward with the voluntary surrender of Corona's
9 fiduciary license.

10 11. At the March 14, 2024, Board meeting, the Board voted to accept the proposed Consent
11 Agreement with amendments as detailed in the Terms of Agreement.

12 JURISDICTION

13 The Board possesses jurisdiction over Complaint No. 21-0009 under ACJA §§ 7-201(H)
14 and 7-202(H).
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16 CONSENT AGREEMENT AUTHORITY

17 The Board is authorized under ACJA § 7-201(H)(24)(a)(6)(c), on completion of its
18 investigation of a pending complaint, to resolve acts of misconduct by consent order, to issue a
19 censure, and place the licensee on probation under ACJA § 7-201 (H)(24)(a)(6)(b) and (e).

20 Corona recognizes there is a risk of adverse findings if the complaint goes to hearing and
21 that doing so would require additional time and expense. Corona offered to enter into a negotiated
22 settlement with the board to resolve the complaints. The Parties and respective counsel agree that
23 in the interest of protecting the public, the administration of justice, the preservation of judicial
24 and administrative resources, and in compliance with statutes and governing regulations,
25 Complaint No. 21-0009 should be resolved by Consent Agreement upon Board approval.
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1 **TERMS OF AGREEMENT**

2 Corona had previously withdrawn her request for a hearing and waived her right to a
3 hearing of the facts and law asserted in the complaint and Formal Statement of Charges. No further
4 hearings shall be set in this matter and any hearing previously scheduled before the presiding
5 disciplinary judge has been vacated.



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7 The Parties resolve the pending complaint on the following terms and conditions:


- 8 1. The Board issues a censure to Corona.
- 9 2. Corona agrees to renew her individual fiduciary license by the end of the renewal
10 period ending on May 31, 2024.
- 11 3. Corona agrees to take all legal and necessary action by June 30, 2024 for the transfer
12 and appointment of all cases for which Corona serves in a fiduciary capacity.
13 Corona further agrees to assist the court and beneficiaries of estates in effectuating
14 the transfer or closure of all cases for which she serves in a fiduciary capacity.
- 15 4. Corona agrees to provide the Board an update on the progress of the transfer or
16 closing of cases for which she is serving in a fiduciary capacity at the next scheduled
17 Board meeting on May 9, 2024.
- 18 5. As part of the disciplinary process, Corona agrees to voluntarily surrender her
19 fiduciary license.
- 20 6. Corona agrees not to hold herself out orally, in writing, or otherwise, as a Fiduciary
21 Board license holder.
- 22 7. Except as required by agreement term #2 above, Corona agrees not to reapply for
23 further Board licensure for at least 12 months after execution of this agreement.
- 24 8. Corona agrees to provide the Division a list within 30 days of execution of this
25 agreement of all active cases for which she currently serves in a fiduciary capacity
26 including probate cases, powers of attorney, and trusts.

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- 9. Corona agrees not to serve as an agent under a power of attorney in any capacity unless related to the principal by blood, adoption or marriage, nor as a trustee in any capacity unless related to the principal by blood, adoption or marriage.
- 10. Complaint No. 21-0009 will be formally recorded as resolved through negotiation and settlement under ACJA §7-201(H)(24)(a)(6)(c).

This Consent Agreement is approved by the Parties on the dates indicated.


Nicole Corona
(Fiduciary License No. )
Date 5/27/24


Hon. Jennifer Perkins,
Chair, Fiduciary Board
Date 4/4/24

