

# **Administrative Office of the Courts**



## **INVESTIGATION SUMMARY, DETERMINATION, PROBABLE CAUSE REVIEW, AND RECOMMENDATION REPORT**

**Complaint Nos. 24-0043, 24-0044**

**License Nos. [REDACTED]**

**April 10, 2025**

**Certification and Licensing Division**

**ARIZONA SUPREME COURT  
ADMINISTRATIVE OFFICE OF THE COURTS  
INVESTIGATION SUMMARY, DETERMINATION, PROBABLE  
CAUSE REVIEW, AND RECOMMENDATION REPORT**

<b>LICENSE HOLDER INFORMATION</b>	<b>License Holder:</b>	Veronica Benech-Temesio
	<b>License Number:</b>	██████████
	<b>Business Name:</b>	Fiduciary Solutions, LLC
	<b>License Number:</b>	██████████
	<b>Type of Licenses:</b>	Individual License, Business Entity      Fiduciary Fiduciary
<b>COMPLAINANT</b>	<b>Name:</b>	Mark Hoffman
<b>INVESTIGATION INFORMATION</b>	<b>Complaint Numbers:</b>	24-0043, 24-0044
	<b>Investigator:</b>	Crystal Jones
<b>Complaint Received:</b>		October 16, 2024
<b>Complaint Forwarded to the License Holder:</b>		November 25, 2024
<b>License Holder Received Complaint:</b>		December 2, 2024
<b>Response From License Holder:</b>		December 23, 2024
<b>Period of Active License (Fiduciary Solutions, LLC):</b>		July 31, 2001- present
<b>Period of Active License (Veronica Benech-Temesio):</b>		August 10, 2020- present
<b>Status of Licenses:</b>		Active
<b>Availability of License Holder:</b>		Available
<b>Availability of Complainant:</b>		Available
<b>Report Date:</b>		April 10, 2025

**ALLEGATIONS:**

1. Fiduciary Solutions, LLC, and Veronica Benech-Temesio failed to provide an agreement or contract showing the fiduciary rate of compensation.
2. Fiduciary Solutions, LLC and Veronica Benech-Temesio did not comply with the terms of a court order involving an informal accounting.
3. Fiduciary Solutions, LLC, and Veronica Benech-Temesio did not provide a complete informal accounting by failing to include all fiduciary billing invoices.
4. Fiduciary Solutions, LLC, did not prudently manage the estate by:
  - a) billing the estate at inconsistent hourly rates and for performing the same tasks.
  - b) inflating the time expended on tasks and overbilling.

## **ADDITIONAL FINDINGS:**

5. Fiduciary Solutions, LLC and Veronica Benech-Temesio received compensation from the P. Streit Irrevocable Special Needs Trust for fiduciary fees when the trust did not allow for compensation of fees.

## **SUMMARY OF INVESTIGATIVE PROCEDURE:**

- Written complaint and documentation submitted by complainant, Mark Hoffman (“Hoffman”).
- Written response and documentation submitted by certificate holder and former Designated Principal of Fiduciary Solutions, LLC. (“Fiduciary Solutions”), Veronica Benech-Temesio (“Temesio”).
- Written response and documentation submitted by Fiduciary Solutions owner and fiduciary trainee, Nicholas Niro (“Niro”).
- Written response and documentation submitted by Fiduciary Solutions owner and current Designated Principal Kelly Crane (“Crane”).
- Review of applicable Certification and Licensing Division (“Division”) records.
- Review of P. Streit Irrevocable Special Needs Trust (“Streit Trust”).
- Review of Superior Court of Arizona, Maricopa County Probate Case Number PB2022-050344.
- Review of applicable sections of Arizona Revised Statutes (“A.R.S.”), Arizona Codes of Judicial Administration (“ACJA”) § 7-201 and § 7-202, and Arizona Supreme Court Rules.

## **INTERVIEWS:**

1. Mark Hoffman
2. Paula Streit
3. Veronica Benech-Temesio
4. Kelly Crane
5. Nicholas Niro

## **SUMMARY OF FACTUAL FINDINGS OF INVESTIGATION:**

By way of background, Mario Martinez ("Martinez") was the owner and Designated Principal of Fiduciary Solutions until his passing on or about June 13, 2023. On June 14, 2023, Fiduciary Solutions formally notified the Division that Temesio had assumed the role of designated principal.

According to Arizona Corporation Commission records, Bri Niro and Niro (husband and wife) became the owners of Fiduciary Solutions on or about July 14, 2023.<sup>1</sup>

On February 28, 2024, Hoffman was appointed successor trustee of the Streit Trust.

Further, Arizona Corporation Commission records indicate that licensed fiduciary, Kelly Crane (“Crane”), became an owner of Fiduciary Solutions on March 1, 2024.<sup>2</sup>

Temesio resigned from Fiduciary Solutions on July 12, 2024. Subsequently, on July 30, 2024, Crane was appointed as the designated principal of Fiduciary Solutions.

### Complaint

On October 16, 2024, Hoffman submitted a complaint to the Division against Fiduciary Solutions and Temesio. The complaint raised several concerns related to Temesio’s management of the Streit Trust and her failure to comply with a court order, which required the submission of an informal accounting within 60 days of February 28, 2024.

Additionally, Hoffman alleged that Fiduciary Solutions, under Temesio’s management, did not prudently manage the Streit Trust. Specifically, Hoffman cited the use of inconsistent hourly rates for performing the same tasks, inflated time expenditures and overbilling for services rendered.

Hoffman also alleged that Fiduciary Solutions failed to provide a service agreement or contract that would show the fiduciary rate of compensation.

### Response

Temesio responded to the complaint on December 23, 2024. Temesio explained that she had worked as a contractor for Fiduciary Solutions for 10 years during the tenure of Martinez. Temesio stated that she was employed under Martinez’s leadership as a licensed fiduciary until his passing in June 2023. After Martinez’s death, Fiduciary Solutions was purchased by Niro, and Temesio served as Designated Principal for Fiduciary Solutions under Niro’s ownership.

Temesio denied the allegations of overbilling by Hoffman, arguing that the overbilling claim would not have benefited her financially, as she was paid a fixed hourly rate of \$29 under Martinez’s ownership and \$32 per hour after Niro assumed ownership of Fiduciary Solutions. Temesio emphasized that she did not have the authority to set or approve the fee agreements or contracts at Fiduciary Solutions and they were managed personally by Martinez.

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<sup>1</sup> According to the Arizona Corporation Commission records, Nicholas Nico and Brianna Niro were identified as managers of Fiduciary Solutions, LLC, on July 14, 2023. The name of a member with an ownership of 20 % or more is Niro Family Investments, LLC.

<sup>2</sup> According to Arizona Corporation Commission records, Kelly Crane became a manager, along with Nicholas Niro, with a 20% or more interest in Fiduciary Solutions, LLC on March 1, 2024.

Temesio stated that after Hoffman was appointed as the successor trustee, she sent him the informal accounting twice. Temesio noted that she periodically sent statements and invoices to Paula Streit (“Streit”) prior to Hoffman’s appointment. Temesio acknowledged that she did not provide information about the Streit Trust to Hoffman prior to his appointment as successor trustee of the Streit Trust because he did not have legal standing to receive information.

Temesio contested Hoffman’s allegations, suggesting that they were based on Hoffman’s biased attitude and personal dislikes toward her and Fiduciary Solutions. Temesio mentioned that both Streit’s attorney and financial advisor had indicated Hoffman and Streit expressed they were uncomfortable with her accent. Temesio stated that Hoffman is using the court system to express his personal animosity toward her. She contended that the complaint is not a legitimate grievance but rather a manifestation of Hoffman’s negative feelings toward her and Fiduciary Solutions, which she believed was influenced by personal factors.

Crane, the current designated principal and co-owner of Fiduciary Solutions, responded on behalf of Fiduciary Solutions, stating that she could not explain why things were billed in the manner they were. She mentioned that Temesio had claimed the documentation was sent to Hoffman, but Crane had no record of it. Additionally, she was unable to provide further details because she was not with Fiduciary Solutions when they were serving as the trustee for the Streit Trust.

**Allegation 1: Fiduciary Solutions, LLC and Veronica Benech-Temesio failed to provide an agreement or contract showing the fiduciary rate of compensation.**

The Division conducted an interview with Hoffman and Streit, who provided detailed accounts regarding Streit’s special needs and medical conditions, which require her to receive assistance with understanding information. Hoffman, a long-time friend of Streit, stated he was present during the initial meeting with Martinez, where the removal of the former trustees and the retaining of Martinez (Fiduciary Solutions) as trustee was discussed. Fiduciary Solutions officially assumed the role of trustee of the Streit Trust on April 20, 2022.

Streit stated that she signed a contract for the “hiring” of Martinez, with the expectation that a copy would be sent to her home. Martinez allegedly assured her that the signed contract and fee agreement would be provided at a later time, and that the details of Martinez’s hourly fiduciary fees were not discussed during the meeting. Hoffman stated that despite multiple verbal and written requests for these documents, the rate of compensation was never provided by Martinez, Temesio, or Fiduciary Solutions.

Hoffman explained he could not provide evidence of the requests prior to assuming the role of successor trustee as they were largely verbal requests. However, he presented the Division with an email dated May 8, 2024, sent to Temesio and Niro, wherein he stated that, in order to properly review the accounting, he needed Fiduciary Solutions’ hourly fee agreement, which he said was never provided by Martinez nor Temesio.

In response to Hoffman's email, Temesio wrote that she was unaware of the request prior to assuming control of the Streit account and noted that, during her time managing the account, a signed agreement had never been requested or challenged. She reasoned that this led her to believe that Streit and Hoffman were aware of and had agreed to the fees. See email correspondences below. (highlighted portions of the text were applied by the Division):

On Wednesday, May 8, 2024 at 01:07:22 PM MST, Mark Hoffman [REDACTED] wrote:

Good afternoon Veronica and Nick,

I have reached out to Veronica via text messages on several occasions regarding the document transfer of the Paula Streit Irrevocable Special Needs Trust from Fiduciary Solutions, LLC to me.

To date, I have not received any trust documentation together with your financial accounting. The court ordered deadline (April 28, 2024) has passed for you to transfer the trust documents and accounting to me.

As a result of the delays, I am unable to review your accounting information, ask questions, pay new attorney fees (Katy Murphy, \$171.63) and fund the new trust account with any of the remaining balances in your possession.

In order for me to properly review your accounting, please provide me:

***(a) The Fiduciary Solutions, LLC Hourly Fee Agreement which should have been acknowledged or signed by Paula Streit. It appears, there is no Hourly Fee Agreement before or after Mario Martinez passed away. Neither Mario or Veronica provided Paula the Fiduciary Solutions, LLC Hourly Fee Agreement. Without the acknowledged Hourly Fee Agreement, I will not be able to properly review and make comments to your present and past billing practices. To date, it appears Fiduciary Solutions, LLC may have been billing the trust without a specific fee structure for this particular special needs client, Paula Streit.***

Your timely request to this matter is very much appreciated. Thank you,

Mark A. Hoffman, Trustee for the Paula Streit Irrevocable Special Needs Trust

From: Veronica Benech Temesio [REDACTED]

To: [REDACTED]

Date: Wednesday, May 8, 2024 at 05:54 PM MST

Good afternoon Mark,

I am surprised you have not received the documents yet because I did mail them in time. Let me know by next week if you still do not have them and i will be happy to send them again.

The check with the remaining funds still in our possession will go out tomorrow.

As for the fees, I was unaware that Paula nor you who have always been checking on her , did not have knowledge of our fees. It calls my attention because I have always sent you invoices with the description of the activity .

As for a signed agreement, I need to remind you I did not take the case from the beginning, when I took over it was already ongoing and nobody mentioned that to me.. No signed agreement was requested or challenged during the year plus that we were in contact which leads me to think you both knew and agreed with our fees.

In a few words. the "structure" of our invoices is not new to you.

I will let you know when the check is on its way and like I said, please let me know if I need to send the documents again.

Best regards,

Veronica Benech Temesio

Fiduciary Solutions LLC

Principal  
[REDACTED]

In her interview with the Division, Temesio stated that a fee schedule would have been provided if Streit had requested one and would have been given to Streit by Martinez at the beginning of Fiduciary Solutions' appointment. She stated that Hoffman's complaints about the missing fee schedule began after he requested a reduction of their rates to a flat fee, which was not approved by Niro. She expressed disbelief that Hoffman had not received the fee schedule, interpreting his complaints as an attempt to cause trouble.

Temesio further stated that she had searched for the missing contract but was unable to locate it. She mentioned that Martinez had failed to maintain organized records, which explained the absence of the contract. Temesio stated that at some point, early in her administration, she verbally communicated to Hoffman and Streit that no contract existed.

In his interview with the Division, Niro stated that a fee schedule would have been provided to Streit before Martinez's passing. Additionally, Niro stated that no contract was signed between Martinez and Streit because Fiduciary Solutions had been appointed by the court.

The Division notes that, although Fiduciary Solutions was no longer serving as the trustee at the time Hoffman made his request for the contract and fee schedule via email on May 8, 2024, his request was reasonable and made in the best interest of the estate. In his May 8, 2024, email, to Fiduciary Solutions, Hoffman clarified that his intent was to review the prior accounting in order to verify the proper management and administration of the trust's financial matters.

Despite Hoffman's repeated requests, Fiduciary Solutions did not provide a fee schedule. Although Niro and Temesio indicated that the fee schedule would have been provided to Streit by Martinez, neither Temesio nor Fiduciary Solutions confirmed that the schedule was actually provided to Streit or Hoffman.

The Division notes that although Fiduciary Solutions seemed unwilling to provide Hoffman a copy of the fee schedule, despite his repeated attempts to obtain them, Fiduciary Solutions could have provided the fee schedule to Streit directly and did provide the fee schedule to the Division when requested.

Hoffman confirmed that he has yet to receive a copy of the fee schedule. This lack of information has hindered Hoffman's ability to adequately assess and understand the fees and charges associated with the trust, which is crucial for ensuring effective oversight and proper management of the trust's financial activities.

The Division determined that although Fiduciary Solutions was no longer the trustee at the time of Hoffman's documented request, the request itself seemed reasonable and made in the interest of the estate. Transparency regarding fees and prior accounting is a fundamental responsibility of fiduciaries, and Fiduciary Solutions' failure to comply with this basic principle is a violation of ACJA ethical requirements. Fiduciary Solutions' response to Hoffman's request was that Martinez should have provided a fee schedule and the fiduciary's office did not make any other effort to provide any similar documentation to Hoffman, who at the time of his request, was Successor Trustee of the Trust.

ACJA § 7-201(F)(1):

Each individual certificate holder shall adhere to the code of conduct or standards of conduct, subsection (J) in the applicable section of the ACJA.

ACJA § 7-201(H)(6)(a) and (k)(7)

Grounds for Discipline. A certificate holder is subject to disciplinary action if the board finds the certificate holder has engaged in one or more of the following:

a. Failed to perform any duty to discharge any obligation in the course of the certificate holder's responsibilities as required by law, court rules, this section or the applicable section of the ACJA;

k. Engaged in unprofessional conduct, including:

(7) Failed during the performance of any responsibility or duty of the profession or occupation to use the degree of care, skill and proficiency commonly exercised by the ordinary skillful, careful and prudent professional certificate holder engaged in similar practice under the same or similar conditions regardless of any level of harm or injury to the client or customer;

ACJA 7-202(F)(1):

F. Role and Responsibilities of Fiduciaries. In addition to the requirements of ACJA § 7 201(F), the following requirements apply: 1. Code of Conduct. Each licensed fiduciary must adhere to the code of conduct in subsection (J), required by A.R.S. § 14-5651(A)(1).

ACJA § 7-202(J)(6)(e):

e. A fiduciary shall resolve questions in good faith and make decisions that are most beneficial to the estate.

ACJA 7-202(J)(7):

7. Trustee and Power of Attorney. A licensed fiduciary who is acting as a trustee or agent under a power of attorney must abide by this code of conduct, regardless of whether that person is acting pursuant to court appointment.

A.R.S. § 14-10804:

A trustee shall administer the trust as a prudent person would, by considering the purposes, terms, distributional requirements and other circumstances of the trust. In satisfying this standard, the trustee shall exercise reasonable care, skill and caution.

Allegation 1 is substantiated.

**Allegation 2: Fiduciary Solutions, LLC and Veronica Benech-Temesio did not comply with the terms of a court order involving an informal accounting.**

In his complaint, Hoffman noted that according to a court order in PB2022-050344, Fiduciary Solutions was obligated to provide an informal accounting by April 28, 2024. See below.

Clerk of the Superior Court  
 \*\*\* Electronically Filed \*\*\*  
 E. Lurie, Deputy  
 2/28/2024 12:10:14 PM  
 Filing ID 17416801

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5 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**  
 6 **IN AND FOR THE COUNTY OF MARICOPA**

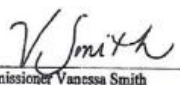
7 In the Matter of the Case No. PB2022-050344  
 8 P. STREIT IRREVOCABLE SPECIAL ORDER APPROVING RESIGNATION  
 9 NEEDS TRUST, OF TRUSTEE  
 10 Dated May 6, 2021.

11 The Court has read the Petition to Approve Resignation of Trustee and held a  
 12 hearing to determine whether the court should enter the Order requested in that Petition.

13 **THE COURT FINDS AND ORDERS:**

14 1. Notice has been given as required by law.  
 15 2. The resignation of Fiduciary Solutions, LLC as Trustee for the P. Streit  
 16 Irrevocable Special Needs Trust is approved and the appointment of Fiduciary Solutions  
 17 LLC has ended upon the appointment of a Successor Trustee.  
 18 3. Fiduciary Solutions, LLC is discharged from all further claims and  
 19 liabilities as Trustee in this matter upon the appointment of a Successor Trustee

20 Dated this 28<sup>th</sup> day of February 24, 2024.

21   
 22 Commissioner Vanessa Smith

Former Trustee shall provide an informal accounting to Successor Trustee and Ms. Streit  
 within 60 days of this Order *VNS*

Hoffman stated that he did not receive the accounting by the April 28, 2024, deadline. On May 8, 2024, Hoffman followed up with an email to Temesio, asserting that the informal accounting had not been received. Temesio responded that the documents had been sent by the deadline and offered to resend them the following week if they had not been received. The emails referenced are shown in Allegation 1.

In his subsequent communications with Fiduciary Solutions, Hoffman noted that prior to May 8, 2024, he corresponded with Temesio via text message, and she had indicated that the documents would be mailed the following week, but she never mentioned that they had been sent before the deadline. As a result, Hoffman retained attorney Gosia Zawislak (“Zawislak”) due to the delays, incurring additional legal fees of approximately \$6,000. After multiple correspondences, including Zawislak’s letters, dated July 23, 2024, and August 2, 2024, requesting complete documentation, Hoffman did not receive a satisfactory accounting until September 23, 2024, 148 days after the court-mandated deadline.

Temesio, in her response to the complaint, stated that she sent the invoices twice after Hoffman’s appointment as Trustee. In her interview with the Division, Temesio clarified the first set of invoices were sent before the court-ordered deadline but were incomplete because she was still waiting for final billing from the attorneys involved. She did not initially recall the exact date of the first mailing but asserted it was close to the deadline.

Upon being informed by Hoffman, via email, that he had not received the documents, she sent them again on July 3, 2024.

The Division identified inconsistencies in Temesio's account of the events. Specifically, text messages between Hoffman and Temesio contradicted her assertion that the documents were mailed before the deadline. The relevant text exchanges are transcribed below.

April 12, 2024

Hoffman: Hello Veronica. This is Paula and Mark. As a follow up from our conversation two weeks ago, when will the trust documents and accounting become available? We will also need Paula's Living Will we provided to you many months ago. Your timely response is much appreciated. Thanks.

Temesio: Good afternoon. Sorry for the delay, I am waiting on some clarification from Katie Warner. I will do my best to get it sent this week.

April 19, 2024

Hoffman: Hi Veronica. This is Paula and Mark. I think I am good to go with 1<sup>st</sup> International Bank and Trust. Please send to us your full accounting and all related details. Also, as a reminder, I will need Paula's Living Will we provided to you many months ago. Thank you for your assistance.

Temesio: Yes I will send everything Friday next week.

Hoffman: Okay. Thank you.

April 29, 2024

Temesio: Good morning. I am mailing the statements and our invoices today. I am still waiting for the final invoices so I will mail them with the check hopefully the end of this week

Final invoices from attorney and us I meant

Also this is taking too long so I will fund her card today

Hoffman: Thank you for the update Veronica and funding Paula's trulink card. We will look for the documents in the mail and the final close out at the end of this week. Thanks again.

The Division noted that on April 19, 2024, Temesio indicated she would send the documents the following Friday, which would have been April 26, 2024. However, on April 29, 2024, she stated that the documents would be mailed that day and explained that she was awaiting final invoices from the attorneys. These statements suggest that the documents were not sent by the court-ordered deadline.

The Division reviewed Fiduciary Solutions billing invoice line-item entry from Temesio, dated April 29, 2024, which states “Finished working on invoices to send to trustee.” This further implies that the invoices were sent after the established deadline. No invoice line-items indicated that the invoices were sent prior to April 29, 2024.

The Division conducted a subsequent interview with Temesio, during which she stated that she had submitted the accounting prior to the deadline. However, when the Division referenced her fiduciary billing entry dated April 29, 2024, Temesio explained that she had understood the deadline to be April 29, 2024. Additionally, Temesio acknowledged that the documents were not sent via certified mail and was unable to provide any evidence that they had actually been mailed on April 29, 2024.

Temesio explained that, although she regularly sent monthly invoices, she delayed submitting the informal accounting because she believed Streit’s attorney, Kelly McDonald (“McDonald”) had improperly billed. Temesio stated she was awaiting clarification from Katie Murphy (“Murphy”), McDonald’s paralegal regarding this matter. Temesio noted that Murphy asserted that the billing was not excessive but did not provide further details on the work performed. Temesio indicated that she became aware of a potential billing error after reviewing McDonald’s itemized invoice. Temesio stated she did not inform Streit or Hoffman, due to existing tensions with Hoffman. Temesio reasoned that any billing issues would eventually be evident on the bank statements.

In an attempt to clarify the potential overpayment referenced by Temesio, the Division presented the relevant McDonald Warner law firm invoices to Temesio. Despite this, Temesio was unable to provide further details or insight into where she identified the possible error. Furthermore, Temesio explained that she no longer had access to her email correspondence with Fiduciary Solutions, which prevented her from retrieving or sharing the email chain that may have supported her claim.

The Division made several attempts to reach out to McDonald Warner law firm for clarification, including phone calls, voice messages, and sending emails. However, these efforts to establish communication were unsuccessful because McDonald Warner law firm was unresponsive.

Crane was able to recover emails from Temesio that confirm communication regarding a potential overpayment. On March 26, 2024, Temesio emailed Murphy concerning a possible overpayment of \$80. Subsequently, on April 29, 2024, Temesio followed up with Murphy regarding the overpayment. In response, Murphy stated that there was no overpayment and provided supporting invoices as documentation. Temesio responded to Murphy, “Oooh! So there was no overpayment. Thanks for the clarification so I have it in case Mark Hoffman complains.”

Temesio’s statement to the Division that she delayed sending the full accounting because she was awaiting clarification on the overpayment from Murphy is problematic, as the issue was already clarified by Murphy on April 29, 2024.

On May 31, 2024, Hoffman retained Zawislak to prepare a letter demanding that Fiduciary Solutions provide the accounting and remaining trust funds. On June 21, 2024, Hoffman corresponded via email with Daniel Klein (“Klein”), counsel for Fiduciary Solutions, informing Klein that the informal accounting had not been received.

On July 3, 2024, Hoffman received notification via email from Klein that the accounting and funds had been sent via certified mail. The letter from Zawislak, dated July 23, 2024, clarified that Hoffman had not received the informal accounting until July 5, 2024, and even then, the documents were incomplete, with several months of financial information missing. Zawislak’s follow-up letter, dated August 2, 2024, again requested a complete informal accounting.

The Division notes that Temesio’s assertion that she sent the documents before the court-imposed deadline is contradicted by these communications, which highlight significant delays in both the delivery and completeness of the accounting. These repeated failures to provide the requested accounting in a timely and complete manner represent a violation of the court’s directive and resulted in substantial delays and additional legal expenses for Hoffman and Streit. Furthermore, even if Temesio had indeed sent the documents on April 29, 2024, she was repeatedly informed between May and June 2024 that they had not been received, and she failed to take prompt action to resend them. When the documents were sent on July 3, 2024, they were incomplete, with several months of invoices and bank statements missing.

ACJA § 7-201(F)(1):

Each individual certificate holder shall adhere to the code of conduct or standards of conduct, subsection (J) in the applicable section of the ACJA.

ACJA § 7-201(H)(6)(a) and (k)(7) and (8):

Grounds for Discipline. A certificate holder is subject to disciplinary action if the board finds the certificate holder has engaged in one or more of the following:

a. Failed to perform any duty to discharge any obligation in the course of the certificate holder’s responsibilities as required by law, court rules, this section or the applicable section of the ACJA;

k. Engaged in unprofessional conduct, including:

(7) Failed during the performance of any responsibility or duty of the profession or occupation to use the degree of care, skill and proficiency commonly exercised by the ordinary skillful, careful and prudent professional certificate holder engaged in similar practice under the same or similar conditions regardless of any level of harm or injury to the client or customer;

(8) Failed to practice competently by reason of any cause on a single occasion or on multiple occasions by performing unsafe or unacceptable client or customer care or failed to conform to the essential standards of acceptable and prevailing practice.

ACJA 7-202(F)(1):

F. Role and Responsibilities of Fiduciaries. In addition to the requirements of ACJA § 7 201(F), the following requirements apply:

1. Code of Conduct. Each licensed fiduciary must adhere to the code of conduct in subsection (J), required by A.R.S. § 14-5651(A)(1).

ACJA § 7-202(J)(1)(a):

1. Duty to the Court.

a. The fiduciary must perform all duties and discharge all obligations in accordance with current Arizona law, federal law, administrative rules, court orders, court rules, administrative orders, and the Arizona Code of Judicial Administration.

ACJA § 7-202(J)(6)(e):

e. A fiduciary shall resolve questions in good faith and make decisions that are most beneficial to the estate.

ACJA 7-202(J)(7):

7. Trustee and Power of Attorney. A licensed fiduciary who is acting as a trustee or agent under a power of attorney must abide by this code of conduct, regardless of whether that person is acting pursuant to court appointment.

A.R.S. § 14-10707(B):

A trustee who has resigned or been removed shall proceed expeditiously to deliver the trust property in the trustee's possession to the cotrustee, successor trustee or other person entitled to it.

A.R.S. § 14-10801:

On acceptance of a trusteeship, the trustee shall administer the trust in good faith, in accordance with its terms and purposes and the interests of the beneficiaries and in accordance with this chapter.

A.R.S. § 14-10813(A):

Unless the trust instrument provides otherwise, a trustee shall keep the qualified beneficiaries of the trust reasonably informed about the administration of the trust and of the material facts necessary for them to protect their interests. Unless the trustee determines that it is unreasonable under the circumstances to do so, a trustee shall promptly respond to a beneficiary's request for information related to the administration of the trust.

A.R.S. § 14-10813(C):

A trustee shall send to the distributees or permissible distributees of trust income or principal and to other beneficiaries who request it, at least annually and at the termination of the trust, a report of the trust property, liabilities, receipts and disbursements, including the source and amount of the trustee's compensation, a listing of the trust assets and, if feasible, their respective market values. On a vacancy in a trusteeship, unless a cotrustee remains in office, a report must be sent to the qualified beneficiaries by the former trustee. A personal representative, conservator or guardian may send the qualified beneficiaries a report on behalf of a deceased or incapacitated trustee.

Allegation 2 is substantiated.

**Allegation 3: Fiduciary Solutions, LLC, and Veronica Benech-Temesio did not provide a complete informal accounting by failing to include all fiduciary billing invoices.**

The issues surrounding the incomplete nature of the accounting are further corroborated by the Zawislak letter, dated July 23, 2024. The letter indicated that on or around July 5, 2024, Hoffman received a set of invoices and bank statements related to the Streit Trust; however, these documents were incomplete. Specifically, the letter noted that the information provided by Fiduciary Solutions was insufficient for Hoffman to settle the Streit Trust and properly account for its transactions.

The August 2, 2024, letter from Zawislak further detailed several omissions. It noted that key bank account records and unredacted copies of checks written from the Streit Trust account were missing for the period of February 2022 through June 2022 and September 2022 through November 2023. Additionally, the letter requested information for the period of March 2024 to June 2024, as Fiduciary Solutions continued to administer the Streit Trust during this time and had written a check to themselves during this period.

On September 23, 2024, Crane provided the Division the remaining accounting documents to Hoffman via email, addressing many of the previous gaps. However, Hoffman indicated the only outstanding document was the June 2023 invoice.

In her interview with the Division, Temesio explained that she no longer had access to the Fiduciary Solutions record-keeping system, so she was unsure whether there was a billing invoice for June 2023. However, the Division interviewed Crane and Niro, who confirmed that there was no invoice for that period.

The Division notes that June 2023 coincided with the unexpected passing of Martinez, and Fiduciary Solutions was undergoing internal changes at that time. These factors may explain the absence of an invoice for June 2023. Given that no charges were made to the estate in June 2023, as supported by the reviewed bank statements, the Division concludes

that the allegation regarding an incomplete informal accounting due to the missing June 2023 invoice is not substantiated.

Allegation 3 is not substantiated.

**Allegation 4: Fiduciary Solutions, LLC, did not prudently manage the estate by**

- a) billing the estate at inconsistent hourly rates and for performing the same tasks.**
- b) inflating the time expended on tasks and overbilling.**

In his interview with the Division, Hoffman stated that upon reviewing the invoices, Fiduciary Solutions billed for similar tasks at varying rates and frequently charged for administrative work at higher-than-expected rates.

During her interview with the Division, Temesio provided details about the rate schedule for Fiduciary Solutions, which had been established by Martinez. Temesio stated the agreed-upon rates were as follows: \$145 per hour for fiduciary work, \$125 per hour for trust management, and \$115 per hour for administrative work. Temesio asserted that if Streit had concerns or disagreements regarding the billing rates, she should have raised the issue at the time. According to Temesio, she and Streit communicated regularly, at least on a monthly basis, during which they often discussed the invoices. Despite this ongoing dialogue, Streit never expressed any concerns or questions regarding the rates. Furthermore, Temesio suggested that the invoices may have appeared inconsistent to Hoffman but emphasized that Hoffman never requested an explanation for the discrepancies before.

Temesio explained that the variations in her charges for fees were attributed to what she classified as differences in the nature of the work, distinguishing between administrative tasks, fiduciary responsibilities, and other activities. To gain clarity on this matter, the Division reviewed several invoices with Temesio.

For instance, regarding Invoice 1785, dated October 5, 2022, where Temesio had billed \$135 for a phone call. When questioned about this, given that she had previously indicated that calls were billed at \$115 per hour, Temesio explained that the higher charge was due to the specific nature of the call. She stated that the call involved a fiduciary decision, which warranted a higher billing rate. Temesio was unable to recall any specific details of the conversation in question that would have involved fiduciary work, making it difficult for her to provide further context or clarification regarding the charge. Temesio emphasized that the decision to bill at \$135 did not serve her personal financial interest, as she was compensated at a flat hourly rate of \$29. Therefore, she asserted, it would not have been advantageous for her to bill at a higher rate for that call. Temesio elaborated on her approach to billing, stating that she made a conscientious effort to ensure that her charges were accurate and in line with the established rate schedule. She expressed her concern that she would be held responsible if Fiduciary Solutions incurred losses due to incorrect billing practices.

When asked to explain the billing invoice line entry: receive, review, pay bills: administrative fees for Streit, Temesio explained that this entry reflects her process of reviewing the invoice, confirming the availability of funds, and issuing the payment by check. She clarified that she was charging the rate as outlined in the Fiduciary Solutions rate schedule (\$115 per hour). However, upon review of the billing invoices, it was noted that the rates varied between \$115 and \$145, indicating a lack of consistency in the application of the rate.

Additionally, discrepancies were found in the charges for funding the True Link card and mailing statements to Streit, with different charges applied for what appeared to be the same task. See below:

Invoice	Date	Staff Member	Description	Hours	Rate	Amount
	09-01-2022	Veronica Benech	Receive, Review, Pay Bills: administrative fees for Paula Streit.	0.30	125.00	37.50
	10-09-2022	Veronica Benech	Receive, Review, Pay Bills: administrative fees for Streit.	0.30	115.00	34.50
	11-18-2022	Veronica Benech	Receive, Review, Pay Bills: administrative fees for Streit.	0.30	125.00	37.50
	12-05-2022	Veronica Benech	Receive, Review, Pay Bills: administrative fees for Paula Streit.	0.30	125.00	37.50
	01-03-2023	Veronica Benech	Receive, Review, Pay Bills: administrative fees for Paula Streit.	0.30	125.00	37.50
	03-13-2023	Veronica Benech	Receive, Review, Pay Bills: administrative fees for Paula Streit	0.30	145.00	43.50
	04-24-2023	Veronica Benech	Receive, Review, Pay Bills: administrative fees for Paula Streit	0.30	145.00	43.50
	05-05-2023	Veronica Benech	Receive, Review, Pay Bills: administrative fees for Streit.	0.30	145.00	43.50
	07-03-2023	Veronica Benech	Receive, Review, Pay Bills: administrative fees for Streit	0.30	115.00	34.50
	08-01-2023	Veronica Benech	Receive, Review, Pay Bills: administrative fees for Streit	0.30	115.00	34.50
	08-31-2023	Veronica Benech	Receive, Review, Pay Bills: administrative fees for Streit	0.20	115.00	23.00
	10-02-2023	Veronica Benech	Receive, Review, Pay Bills: administrative fees for Streit	0.20	115.00	23.00
	10-28-2023	Veronica Benech	Receive, Review, Pay Bills: administrative fees for Streit	0.20	115.00	23.00
	11-30-2023	Veronica Benech	Receive, Review, Pay Bills: administrative fees for Streit	0.20	115.00	23.00
	11-30-2023	Veronica Benech	Receive, Review, Pay Bills: administrative fees for Streit	0.20	115.00	23.00
	12-31-2023	Veronica Benech	Receive, Review, Pay Bills: administrative fees for Streit	0.30	115.00	34.50
	01-31-2024	Veronica Benech	Receive, Review, Pay Bills: administrative fees for Streit	0.30	115.00	34.50
	02-27-2024	Veronica Benech	Receive, Review, Pay Bills: administrative fees for Streit	0.20	115.00	23.00

Invoice	Date	Vendor	Description	Rate	Amount	Balance
	11-02-2022	Veronica Benech	Online Account Setup and/or Management: funded True Link card for Streit.	0.20	135.00	27.00
	02-01-2023	Veronica Benech	Online Account Setup and/or Management: funded True Link card for Streit.	0.40	145.00	58.00
	03-29-2023	Veronica Benech	Online Account Setup and/or Management: funded True Link card for Paula Streit.	0.30	145.00	43.50
	05-31-2023	Veronica Benech	Online Account Setup and/or Management: funded True Link Card for Sterit	0.20	145.00	29.00
	08-31-2023	Veronica Benech	Online Account Setup and/or Management: funding True Link card	0.20	115.00	23.00
	10-02-2023	Veronica Benech	Online Account Setup and/or Management: funding True Link card for Streit	0.30	115.00	34.50
	10-31-2023	Veronica Benech	Online Account Setup and/or Management: funding True Link card for Streit	0.20	115.00	23.00
	11-02-2023	Veronica Benech	Online Account Setup and/or Management: funding True Link card for Streit	0.20	115.00	23.00
	11-30-2023	Veronica Benech	Online Account Setup and/or Management: funding True Link card for Streit	0.20	135.00	27.00
	01-02-2024	Veronica Benech	Online Account Setup and/or Management : funding True Link card for Streit	0.30	145.00	43.50
	02-01-2024	Veronica Benech	Online Account Setup and/or Management: funded true link card for Streit	0.20	115.00	23.00
	12-26-2022	Veronica Benech	Mailing, Shipping or Coordinating Delivery: went to post office to mail statements to Paula Streit.	0.40	125.00	50.00
	04-11-2023	Veronica Benech	Mailing, Shipping or Coordinating Delivery: went to post office get the statements sent to Paula Streit.	0.30	145.00	43.50
	05-02-2023	Veronica Benech	Mailing, Shipping or Coordinating Delivery:went to the post office deliver requested invoices for Streit/	0.70	115.00	80.50

In addition to the inconsistent application of the rate schedule, the invoices also suggest possible double billing. Some charges appear to be duplicated, indicating that the same services may have been billed more than once. See below:

Invoice	Date	Staff Member	Description	Hours	Rate	Amount
	08-17-2022	Veronica Benech	Telephone call with: to Paula Streit, regarding the checks she had received and the True Link card which was on its way, left a message.	0.20	115.00	23.00
	08-17-2022	Veronica Benech	Telephone call with: to Paula Streit, regarding the checks she had received and the True Link card which was on its way, left a message.	0.20	115.00	23.00
	11-30-2023	Veronica Benech	Meeting with: Katy Murphy and we discussed steps to take transitioning to get disengaged from Streit's trust.	0.30	135.00	40.50
	11-30-2023	Veronica Benech	Meeting with: Katy Murphy and we discussed steps to take transitioning to get disengaged from Streit's trust.	0.30	135.00	40.50
	11-30-2023	Veronica Benech	Receive, Review, Pay Bills: administrative fees for Streit	0.20	115.00	23.00
	11-30-2023	Veronica Benech	Receive, Review, Pay Bills: administrative fees for Streit	0.20	115.00	23.00
	12-06-2023	Veronica Benech	Email - Receive, Review, Reply: call from Klein's secretary and emailed copy of trust to her to work on the resignation.	0.30	135.00	40.50
	12-06-2023	Veronica Benech	Email - Receive, Review, Reply: call from Klein's secretary and emailed copy of trust to her to work on the resignation.	0.30	135.00	40.50
	01-08-2024	Veronica Benech	Document Review/Execution: reviewed resignation documents for Streit	0.30	115.00	34.50
	01-08-2024	Veronica Benech	Document Review/Execution: reviewed resignation documents for Streit	0.30	115.00	34.50

The Division conducted a follow-up interview with Temesio and reviewed the associated charts outlined above. During the interview, Temesio acknowledged that errors were present on the invoices and confirmed that the rates for billing invoice line entries: receive, review, pay bills: administrative fees for Streit billed at \$145 should have been billed at \$115. She explained that she had inadvertently confused the appropriate charge rates due to uncertainty about which rate was correct. Temesio stated that she reviewed invoices prior to sending them to Streit but she focused primarily on the time entries rather than the rates, which led to the oversight of these errors.

With respect to the True Link entries, Temesio clarified that there may have been instances where she communicated with a True Link representative, which resulted in a fiduciary rate. However, she acknowledged that the descriptions for these tasks were not sufficiently detailed to clearly explain the nature of the task. Temesio explained that she occasionally needed to contact True Link due to account alerts, during which she would request that the account be frozen to investigate the charge in question. She admitted that her task descriptions were inconsistent, as some entries indicated that she had spoken with a True Link representative, while others did not provide this detail. Temesio acknowledged that the \$145 charges for funding the True Link card was incorrect, and the appropriate fees should have been \$115.

Regarding the issue of double billing, Temesio indicated that there may have been technical difficulties with the TimeSolv system, which could have caused duplicate entries.

In an effort to understand the basis for Temesio's confusion regarding the appropriate charges, the Division requested the full rate schedule. However, Fiduciary Solutions was only able to provide the first page of the schedule and indicated that the remaining pages were unavailable.

Additionally, the Division has noted Niro's billing invoice line entries as detailed below:

Invoice	Date	Staff Member	Description	Hours	Rate	Amount
	11-30-2023	Nicholas Niro	Sent email to attorney Dan Klein regarding Paula's request for a new Trustee to be appointed.	0.10	135.00	13.50
	11-30-2023	Nicholas Niro	Reviewed email response from attorney Dan Klein.	0.10	135.00	13.50
	12-08-2023	Nicholas Niro	Received and reviewed email (.1) and documentation (.2) from attorney Dan Klein's office regarding and attaching Petition to Approve Resignation of Trustee and the Resignation of Trustee.	0.30	135.00	40.50
	10-20-2023	Nicholas Niro	Telephone call with attorney Dan Klein	0.50	135.00	67.50

The billing invoices reveal that Niro charged the same hourly rate of \$135 that Temesio charged for similar tasks. Pursuant to Rule 33(F), Arizona Rules of Probate Procedure, fiduciary services should be billed at rates that are commensurate with the qualifications of the person performing the service.

In his interview with the Division, Niro stated that he became involved with the Streit Trust after assuming ownership of Fiduciary Solutions. Upon reviewing the billing invoices, Niro expressed the belief that Temesio had underbilled for her services. He explained that, as a licensed fiduciary, Temesio should have been billing at a standard rate of \$145 per hour for all tasks, and any billing below this rate would be considered underbilling.

Niro further clarified that Fiduciary Solutions used a software called TimeSolv, which automatically populated billing rates based on the task entered. However, he noted that these rates could be manually adjusted if necessary.

While Temesio is entitled to charge a higher rate due to her professional licensure and the fiduciary decision-making required for managing the estate, Niro, as a fiduciary trainee, should not be charging the same rate. Niro lacks the requisite licensure and authority to perform fiduciary duties at the same level as a licensed fiduciary.

These billing invoices are inconsistent with both the Fiduciary Solutions' internal fee schedule, which does not include a \$135 hourly charge for trust accounts, and with the regulatory requirements for properly differentiating rates for licensed versus non-licensed individuals. The failure to follow this guideline reflects an improper billing practice that should have been corrected by Temesio, who, as the licensed fiduciary and designated principal, was ultimately responsible for overseeing and approving the charges to the Streit Trust.

The Division's review of the billing invoices and statements from both Temesio and Niro reveals significant issues with Fiduciary Solutions billing practices. Specifically, the Streit Trust was billed at inconsistent hourly rates for the same tasks, with significant discrepancies found between charges for similar activities. Niro's statements and the Division's analysis indicate that Temesio's use of TimeSolv did not prevent the correct

billing rates from being applied. Furthermore, Temesio admitted to billing errors, but the errors were not properly addressed or corrected.

ACJA § 7-201(F)(1):

Each individual certificate holder shall adhere to the code of conduct or standards of conduct, subsection (J) in the applicable section of the ACJA.

ACJA § 7-201(H)(6)(a) and (k)(7) and (8):

Grounds for Discipline. A certificate holder is subject to disciplinary action if the board finds the certificate holder has engaged in one or more of the following:

a. Failed to perform any duty to discharge any obligation in the course of the certificate holder's responsibilities as required by law, court rules, this section or the applicable section of the ACJA;

k. Engaged in unprofessional conduct, including:

(7) Failed during the performance of any responsibility or duty of the profession or occupation to use the degree of care, skill and proficiency commonly exercised by the ordinary skillful, careful and prudent professional certificate holder engaged in similar practice under the same or similar conditions regardless of any level of harm or injury to the client or customer;

(8): Failed to practice competently by reason of any cause on a single occasion or on multiple occasions by performing unsafe or unacceptable client or customer care or failed to conform to the essential standards of acceptable and prevailing practice.

ACJA 7-202(F)(1):

F. Role and Responsibilities of Fiduciaries. In addition to the requirements of ACJA § 7 201(F), the following requirements apply: 1. Code of Conduct. Each licensed fiduciary must adhere to the code of conduct in subsection (J), required by A.R.S. § 14-5651(A)(1).

ACJA 7-202(J)(7):

7. Trustee and Power of Attorney. A licensed fiduciary who is acting as a trustee or agent under a power of attorney must abide by this code of conduct, regardless of whether that person is acting pursuant to court appointment.

A.R.S. § 14-10804

A trustee shall administer the trust as a prudent person would, by considering the purposes, terms, distributional requirements and other circumstances of the trust. In satisfying this standard, the trustee shall exercise reasonable care, skill and caution.

A.R.S. § 14-10805:

In administering a trust, the trustee may incur only costs that are reasonable in relation to the trust property, the purposes of the trust and the skills of the trustee.

Allegation 4 is substantiated.

**Allegation 5: Fiduciary Solutions, LLC and Veronica Benech-Temesio received compensation from the P. Streit Irrevocable Special Needs Trust for fiduciary fees when the trust did not allow for compensation of fees.**

The Division reviewed the Streit Trust and noted Section 6.08, which addresses trustee compensation. The provision allows for reimbursement of expenses incurred in the administration of the Trust, but it explicitly excludes compensation for trustee services:

*"The Trustee is not entitled to receive reasonable compensation for their duties as Trustee. Any trustee shall be reimbursed for expenses paid on behalf of the trust estate. A trustee shall be entitled to reimbursements for any costs incurred in the administration of this trust."* (Emphasis added.)

In her response, Temesio stated that she did not fully review the Streit Trust when she was assigned the account, assuming it had already been reviewed by Martinez. She acknowledged that she only skimmed the Streit Trust and expressed that she believed Section 6.08 should have been clarified from the outset by McDonald, who had recommended the case to Fiduciary Solutions.

In her response to the Division, Crane referenced Section 5.1, page 7, of the Streit Trust. Crane stated that this section permits the trustee to pay expenses related to the administration of the Trust, including fiduciary fees. However, the Division found that this section specifically applies *only upon the death of the beneficiary*, which is not applicable in this case. Therefore, this argument does not override the clear restrictions set forth in Section 6.08 of the Streit Trust.

The Division acknowledges the necessity for professional fiduciaries to receive compensation, but this must be done in accordance with the Trust's provisions and Arizona law. Since the Streit Trust explicitly forbids compensation, Fiduciary Solutions' actions constitute mismanagement of the estate and a violation of the governing regulatory standards. Despite their acceptance of the trusteeship, as defined under ARS 14-10701, Fiduciary Solutions should have sought proper legal avenues to amend the Streit Trust. By failing to take these necessary steps, they improperly billed for services explicitly prohibited by the Trust's terms.

ACJA § 7-201(H)(6)(a) and (k)(7) and (8):

Grounds for Discipline. A certificate holder is subject to disciplinary action if the board finds the certificate holder has engaged in one or more of the following:

a. Failed to perform any duty to discharge any obligation in the course of the certificate holder's responsibilities as required by law, court rules, this section or the applicable section of the ACJA;

k. Engaged in unprofessional conduct, including:

(7) Failed during the performance of any responsibility or duty of the profession or occupation to use the degree of care, skill and proficiency commonly exercised by the ordinary skillful, careful and prudent professional certificate holder engaged in similar practice under the same or similar conditions regardless of any level of harm or injury to the client or customer;

(8) Failed to practice competently by reason of any cause on a single occasion or on multiple occasions by performing unsafe or unacceptable client or customer care or failed to conform to the essential standards of acceptable and prevailing practice.

ACJA § 7-202(J)(6)(d):

d. A fiduciary shall exercise intelligence, prudence, and diligence in providing competent management of the property and income of the estate. A fiduciary acting as a personal representative shall observe the standards of care and duties applicable to trustees.

ACJA 7-202(J)(7):

7. Trustee and Power of Attorney. A licensed fiduciary who is acting as a trustee or agent under a power of attorney must abide by this code of conduct, regardless of whether that person is acting pursuant to court appointment.

A.R.S. § 14-10801:

On acceptance of a trusteeship, the trustee shall administer the trust in good faith, in accordance with its terms and purposes and the interests of the beneficiaries and in accordance with this chapter.

Allegation 5 is substantiated.

## **DISCIPLINARY HISTORY:**

1. Fiduciary Solutions, LLC:

Complaint Number: 22-0067

Substantiated Allegation: Fiduciary Solutions LLC, failed to comply with the terms of the court ordered settlement agreement.

Date of Board Decision: March 13, 2025

Discipline: Letter of Concern

2. Fiduciary Solutions, LLC:

Complaint Number: 23-0005

Substantiated Allegation: Fiduciary Solutions, LLC failed to distribute the estate timely.

Date of Board Decision: January 9, 2025

Discipline: Letter of Concern

3. Veronica Benech-Temesio: None

**SUBMITTED BY:**



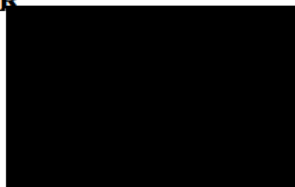
Crystal Jones, Investigator April 10, 2025  
Certification and Licensing Division

**REVIEWED BY:**



4/11/2025  
Pasquale Fontana, Manager  
Certification and Licensing Division Date

R



4/12/2025  
Aaron Nash, Director

Certification and Licensing Division    Date

**ARIZONA SUPREME COURT  
ADMINISTRATIVE OFFICE OF THE COURTS  
REVIEW AND DECISION OF THE PROBABLE CAUSE  
EVALUATOR**

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**REVIEW AND DECISION OF THE PROBABLE CAUSE EVALUATOR:**

Under ACJA § 7-201(H)(5)(a), the deputy director, serving in the capacity of probable cause evaluator under ACJA § 7-201(D)(3)(a), having conducted an independent review of the facts and evidence gathered during the course of the investigation of complaint numbers 24-0043 and 24-0044:

- Directs division staff to investigate further.
- Determines probable cause does not exist demonstrating the certificate holder has committed any acts of misconduct or violations of the statutes, court rules, this section, or the applicable section of the ACJA and enters a written finding to that effect as to Allegation(s):

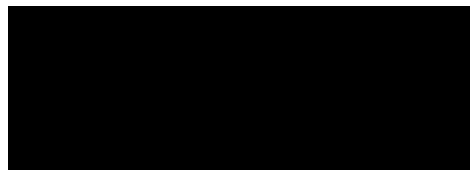
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- Determines probable cause exists demonstrating the certificate holder has committed one or more acts of misconduct or violations of the statutes, court rules, this section, or the applicable section of the ACJA and enters a written finding to that effect as to Allegation(s):

1, 2, 4 and 5

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Jeffrey Schrade  
Probable Cause Evaluator

4/23/2025

Date

**ARIZONA SUPREME COURT  
ADMINISTRATIVE OFFICE OF THE COURTS  
RECOMMENDATION TO THE BOARD**

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<b>LICENSE HOLDER INFORMATION</b>	<b>License Holder:</b>	Veronica Benech-Temesio
	<b>License Number:</b>	██████████
	<b>Business Name:</b>	Fiduciary Solutions, LLC
	<b>License Number:</b>	██████████
	<b>Type of Licenses:</b>	Individual            Fiduciary License, Fiduciary Business Entity

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**RECOMMENDATION TO THE BOARD FIDUCIARY (“BOARD”):**

It is recommended the Board accept the finding of the Probable Cause Evaluator and enter a finding Veronica Benech-Temesio and Fiduciary Solutions, LLC have not committed the alleged act(s) of misconduct as to Allegation 3, as detailed in the Investigation Summary, Determination, Probable Cause Review, and Recommendation Report in complaint numbers 24-0043 and 24-0044.

It is further recommended the Board dismiss Allegation 3 with prejudice.

It is recommended the Board accept the finding of the Probable Cause Evaluator and enter a finding Veronica Benech-Temesio and Fiduciary Solutions, LLC have committed the alleged act(s) of misconduct as to Allegations 1, 2, 4, and 5, as detailed in the Investigation Summary, Determination, Probable Cause Review, and Recommendation Report in complaint numbers 24-0043 and 24-0044.

It is further recommended the Board enter a finding that grounds for formal disciplinary action exists under Arizona Code of Judicial Administration (“ACJA”) § 7-201(H)(6) for act(s) of misconduct involving ACJA §§ 7-201(F)(1), 7-201(H)(6) (a) and (k)(7), (8); ACJA §§ 7-202(F)(1), 7-202(J)(1)(a), 7-202(J)(6)(a), (d) and (e), 7-202(J)(7); A.R.S. §§ 14-10707(B), 14-10801,14-10804, 14-10805, 14-10813(A), and 14-10813(C).

Mitigating factors under ACJA § 7-201(H)(22)(b)(1):

- The absence of a prior disciplinary record [Veronica Benech-Temesio];
- The absence of a dishonest motive;
- The absence of a selfish motive;
- Personal or emotional problems;
- A timely good faith effort to make restitution or to rectify consequences of misconduct;
- Full and free disclosure to the division staff, the board or the hearing officer;
- A cooperative attitude toward any proceedings;
- Inexperience in the practice of the profession or occupation;
- Character or reputation;
- Physical or mental disability;

- Physical or mental impairment;
- Delays in the disciplinary proceedings;
- Interim rehabilitation;
- Imposition of other penalties or sanctions;
- Remorse;
- The remoteness of prior offenses;
- Other: \_\_\_\_\_

Aggravating factors under ACJA § 7-201(H)(22)(b)(2):

- A prior disciplinary record; [Fiduciary Solutions, LLC.]
- A dishonest motive;
- A selfish motive;
- Multiple offenses; [Fiduciary Solutions, LLC]
- Bad faith obstruction of the disciplinary proceedings by intentionally failing to comply with this section, the applicable section of ACJA, court rules or orders of the hearing officer; (Failure to respond to Division requests sent to a valid point of contact reflects an uncooperative attitude toward the investigation)
- Submission of false evidence, false statements or other deceptive practices during the discipline process;
- Refusal to acknowledge wrongful nature of the conduct; [Veronica Benech-Temesio]
- Vulnerability of the victim;
- Substantial experience in the profession or occupation;
- Indifference to making restitution;
- Other: \_\_\_\_\_

It is further recommended the Board issue a Censure to Veronica Benech-Temesio, license number [REDACTED] and Fiduciary Solutions, LLC, license number [REDACTED] under ACJA § 7-201(H)(24)(a)(6)(b).

**SUBMITTED BY:**

[REDACTED]

4/23/2025

Aaron Nash, Director      Date  
 Certification and Licensing Division

**ARIZONA SUPREME COURT  
ADMINISTRATIVE OFFICE OF THE COURTS  
DECISION AND ORDER OF THE BOARD**

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**DECISION AND ORDER:**

The Board having reviewed the above Investigation Summary, Determination, Probable Cause Review, and Recommendation Report, regarding complaint number 24-0043, Fiduciary Solutions, LLC., license number [REDACTED]; and complaint number 24-0044, Veronica Benech-Temesio, license number [REDACTED], makes a finding of facts and this decision, based on the facts, evidence, and analysis as presented and:

- Request division staff to conduct further investigation;
- Refer the complaint to another entity with jurisdiction;

Referral to: \_\_\_\_\_

- Determine no violation exists and dismiss the complaint
  - with prejudice
  - without prejudice
- Determine no acts of misconduct or violation occurred and no discipline is warranted; however the certificate holder's actions need modification or elimination and issue an advisory letter pursuant to subsection (D)(5)(c)(1)(g);
- Enter a finding the certificate holder has violated any provisions of the statutes, court rules, this section, or the applicable ACJA specific sections or subsection (H)(6) and order an emergency summary suspension, pursuant to subsection (H)(9)(d);
- Enter a finding the certificate holder has violated any of the provisions of the statutes, court rules, this section, the applicable ACJA sections or subsection (H)(6) and issue an order imposing any or a combination of the following information or formal disciplinary sanctions:
  - Issue a letter of concern
  - Issue a censure
  - Resolve any found acts of misconduct or violations by consent order or other negotiated settlement
  - Place specific restrictions on a certificate
  - Place the certificate holder on probation or a set period of time under specified conditions
- Mandate additional training for the certificate holder

