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FRANK SACRAMONE, JR., ADMINISTRATOR (ESTATE OF JOSEPH F. LATELLA, SR.) *v.* HARLOW, ADAMS & FRIEDMAN, P.C., ET AL.

(AC 45034)

Prescott, Moll and Cradle, Js.

Syllabus

The plaintiff successor administrator of an estate appealed to the Superior Court from a decree of the Probate Court approving a request for attorney's fees filed by the defendant law firm in connection with the administration of the estate, for which the defendant M had been the initial administrator. The Probate Court had first issued a decree, in which it disallowed the attorney's fees claimed by M in the final accounting, finding, inter alia, that M failed to achieve results in representing the estate that warranted the amount of fees charged and failed to present any basis on which it could assess the reasonableness of the claimed fees "as presented." The Probate Court also removed M as administrator of the estate and appointed the plaintiff as the successor administrator. No appeal was taken from that decree. Thereafter, the law firm filed with the Probate Court a motion for approval of legal fees, to which the plaintiff objected, on the ground that no final appeal was filed after the first decree and that the Probate Court had no authority to reconsider, modify, or revoke its first decree pursuant to statute (§ 45a-128 (b)). After a hearing, the Probate Court issued a subsequent decree, approving the law firm's request for attorney's fees, from which the plaintiff appealed to the Superior Court. The Superior Court rejected the law firm's claim that the first decree was not a final determination of the attorney's fees claimed in the final accounting by M, and concluded that the Probate Court lacked subject matter jurisdiction to consider the law firm's motion for approval of legal fees because it did not meet any of the conditions of § 45a-128 (b) that would allow the Probate Court to reconsider its prior decision. The Superior Court vacated the second decree and ordered the law firm to return the fees to the estate. On the defendants' appeal to this court, *held* that the Superior Court properly vacated the Probate Court's second decree approving the law firm's request for attorney's fees as the first decree disallowing the attorney's fees was a final decree pursuant to statute (§ 45a-24), and the Probate Court did not have subject matter jurisdiction to adjudicate the request for attorney's fees; moreover, this court's review of the first decree revealed no intention, express or implied, by the Probate Court to keep the issue of attorney's fees open to afford the defendants an opportunity to present additional evidence, and, if the Probate Court had the intention to provide the defendants an additional opportunity, it should have explicitly stated that intention by denying the fees without prejudice or by reserving judgment on the issue, and the defendants' argument that the Probate Court's use of the phrase "as presented" in its first decree indicated its intention to leave open the issue of attorney's fees was untenable, because, although the Probate Court acknowledged in its first decree that reasonable fees would have been appropriate, it found that M had presented no evidence in support of that request and, therefore, the use of the phrase "as presented" emphasized the fact that the claim for legal fees, as submitted to the Probate Court, failed as a substantive matter; furthermore, although the Probate Court indicated in its second decree that its use of the phrase "as presented" in the first decree was intentional, a fair reading of the Probate Court's language explaining its use of the phrase "as presented" suggested a reconsideration by the Probate Court of its earlier decree, which it was not entitled to do in the absence of the satisfaction of any of the conditions set forth in § 45a-128 (b).

Argued October 4, 2022—officially released March 28, 2023

Procedural History

Appeal from the decree of the Probate Court for the district of Milford-Orange granting the named defendant's motion for approval of attorney's fees, brought to the Superior Court in the judicial district of Ansonia-Milford and tried to the court, *Pierson*, *J.*; judgment sustaining the appeal and vacating the decree of the Probate Court and ordering the named defendant to return the fees to the estate of Joseph F. Latella, Sr., from which the defendants appealed to this court. *Affirmed.*

Andrew W. Skolnick, for the appellants (defendants).

Frank Sacramone, *Jr.*, with whom was Houston Putnam Lowry, for the appellee (plaintiff).

Opinion

CRADLE, J. In this probate matter, the defendants, Harlow, Adams & Friedman, P.C. (law firm), and Ronald Milone, appeal from the judgment of the Superior Court vacating a decree of the Probate Court awarding attorney's fees in the amount of $97,979.60 in connection with the administration of the estate of Joseph F. Latella, Sr. (estate), and ordering the law firm to return these fees to the estate. The defendants claim that the Superior Court, in an appeal filed by the plaintiff, Frank Sacramone, Jr., the successor administrator of the estate, erred in concluding that the Probate Court lacked subject matter jurisdiction to award those fees after disallowing them in an earlier decree. We affirm the judgment of the Superior Court.

The following facts and procedural history are relevant to our resolution of the defendants' claim on appeal. On August 19, 2005, Joseph F. Latella, Sr., died in the town of Orange, and was survived by his wife, Antoinette Latella, and three children. The sole beneficiary of the estate was the Joseph F. Latella Revocable Trust, and Antoinette Latella was the sole beneficiary of that trust. On July 20, 2006, Milone was appointed administrator of the estate. The law firm was retained to provide legal services in connection with the administration of the estate, including claims pertaining to various potential estate assets.

On November 9, 2012, Milone filed a final accounting of the estate, which reflected, inter alia, that he had paid attorney's fees to the law firm, from estate funds, in the amount of $97,979.60. Antoinette Latella filed, inter alia, a written objection to those fees, alleging that "[t]he legal fees are disproportionately high considering the size of the estate . . . [t]he legal fees are excessive when compared to the result achieved and the value conferred upon the estate and beneficiary; [and] [t]he legal fees are excessive considering the manner and promptness in which legal services were provided in the context of the administration of the estate."[1] The Probate Court held a hearing on, inter alia,[2] Antoinette Latella's objection to the attorney's fees listed in the final accounting filed by Milone. Both of the defendants were present at that hearing, at which testimony and documentary evidence were submitted.[3] The defendants acknowledged at oral argument before this court that they could have submitted evidence of the requested fees at that time.

On March 28, 2014, the Probate Court issued a decree, wherein, inter alia, it disallowed the attorney's fees claimed by Milone in the final accounting. In its decree, the Probate Court found, inter alia, that Milone failed to achieve results in representing the estate that warranted the amount of fees charged and failed to present any basis on which it could assess the reasonableness of

the claimed fees.[4] The Probate Court further found that Milone failed to produce attorney billing invoices or any evidence of the contractual or other basis for charging for the legal services rendered, and that the absence of any such evidence required the court to speculate as to the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal services required. The court concluded: "The fiduciary has failed to meet his burden of proof as to the reasonableness of the attorney's fees set forth in the [final] accounting. Furthermore, with no evidence whatsoever as to the time expended, the nature of services, or the rates charged, to the court's dismay, it cannot . . . be determined what fee may be reasonable . . . . The court would find that some fees are in fact reasonable, but the dearth of evidence leaves the court no choice but to disallow the fees as presented." The court disallowed the final accounting in its entirety, removed Milone as administrator of the estate, and appointed the plaintiff as successor administrator. No appeal was taken from the March 28, 2014 decree pursuant to General Statutes § 45a-186.

On May 27, 2014, the law firm filed with the Probate Court a motion for approval of legal fees, to which the plaintiff objected on several grounds, including that the Probate Court lacked the authority to act on the motion.[5] The plaintiff argued, inter alia: "In essence, [the law firm] asks this court to rehear argument, accept new evidence, and to thereafter reconsider, modify or revoke its decree of March 28, 2014. The March 28, 2014 decree disallowing attorney's fees is conclusive as no timely appeal was filed. The decree is final and not subject to collateral attack in the form of reargument." The law firm argued that the Probate Court's disallowance of the requested fees "as presented" demonstrated that the court had intended to leave the issue of attorney's fees open for final determination at a later date.

On November 17, 2014, the Probate Court issued a decree dated November 17, 2014, wherein it approved legal fees in the amount of $97,979.60.[6] In so doing, the Probate Court reasoned, inter alia: "To be clear, the express wording of the court's finding in its March 28, 2014 [decree] was intentional, to wit: 'as presented.' Given the extensive legal services rendered in this complex and litigiously involved estate, it would be unreasonably burdensome for the court to have fully disallowed any legal fees to [the law firm]." The plaintiff thereafter filed an appeal to the Superior Court from the November 17, 2014 decree.

On May 12, 2021, the Superior Court, sitting as the Probate Court, conducted a trial de novo on the plaintiff's appeal, and the parties filed posttrial briefs in support of their respective positions. By way of a memorandum of decision filed on September 23, 2021, the Superior Court rejected the defendants' claim that the

March 28, 2014 decree was not a final determination on the attorney's fees claimed in the final accounting filed by Milone, and concluded that the Probate Court lacked subject matter jurisdiction to consider the law firm's May 27, 2014 motion for approval of legal fees because it did not meet any of the statutory requirements that would permit the Probate Court to reconsider, modify or revoke it pursuant to General Statutes § 45a-128 (b). The court further noted that all parties had the opportunity to be heard on the attorney's fees issue at the evidentiary hearing on Milone's final accounting and Antoinette Latella's objections to the attorney's fees set forth in that accounting. Accordingly, the court vacated the November 17, 2014 decree and ordered the law firm to return the fees to the estate within thirty days. This appeal followed.[7]

"[A] court [that] exercises a limited and statutory jurisdiction is without jurisdiction to act unless it does so under the precise circumstances and in the manner particularly prescribed by the enabling legislation. . . . Our courts of probate have a limited jurisdiction and can exercise only such powers as are conferred on them by statute. . . . They have jurisdiction only when the facts exist on which the legislature has conditioned the exercise of their power. . . . The Superior Court, in turn, in passing on an appeal, acts as a court of probate with the same powers and subject to the same limitations." (Internal quotation marks omitted.) *Rider* v. *Rider*, 210 Conn. App. 278, 285–86, 270 A.3d 206 (2022). Generally, the determination of whether a court has subject matter jurisdiction is a question of law, over which our review is plenary. Id., 285.

General Statutes § 45a-24 provides in relevant part that "[a]ll orders, judgments, decrees of courts of probate, rendered after notice and from which no appeal is taken, shall be conclusive and shall be entitled to full faith, credit and validity and shall not be subject to collateral attack, except for fraud." General Statutes § 45a-186 (b) provides in relevant part: "Any person aggrieved by an order, denial or decree of a Probate Court may appeal therefrom to the Superior Court." Accordingly, "[a] Probate Court decree is conclusive . . . until or unless the decree is disaffirmed on appeal. . . . [T]he decree of a court of probate, in a matter within its jurisdiction . . . is as conclusive upon the parties, as the judgment or decree of any other court; and the [S]uperior [C]ourt as a court of equity, has no more power to correct, alter, or vary it, than it has to alter or vary the judgments of any other court in the state." (Internal quotation marks omitted.) *Ferraiolo* v. *Ferraiolo*, 157 Conn. App. 350, 356, 116 A.3d 366 (2015).

General Statutes § 45a-128 permits a Probate Court, in its discretion, to reconsider, modify or revoke an order or decree. The legislature has, however, limited the Probate Court's ability to do so to only four circum-

stances. Section 45a-128 (b) provides that "[t]he court may reconsider and modify or revoke any such order or decree for any of the following reasons: (1) For any reason, if all parties in interest consent to reconsideration, modification or revocation, or (2) for failure to provide legal notice to a party entitled to notice under law, or (3) to correct a scrivener's or clerical error, or (4) upon discovery or identification of parties in interest unknown to the court at the time of the order or decree."

Here, the defendants do not contend that they met any of the conditions set forth in § 45a-128 that permit the Probate Court to reconsider, modify or revoke its March decree. Rather, their sole argument on appeal is that the Probate Court's March 28, 2014 disallowance of attorney's fees was not a final decree and the court left the issue open for the defendants to revisit it and present additional evidence in support of their request at a later date.[8] The defendants argue that, to decide this issue, "[t]his court need look no further than the plain language of the March 28, 2014 memorandum of decision" issued by the Probate Court. In support of their argument, the defendants rely on the Probate Court's language when it disallowed the attorney's fees "as presented." The defendants assert that "[t]here is no other reasonable interpretation of the court's choice of words than that the court's intent was to leave open the issue of attorney's fees subject to the presentation of additional documentation in support of the fees paid and claimed." We disagree.

Like the consideration of a court's subject matter jurisdiction, "the construction of a judgment is a question of law for the court. . . . As a general rule, judgments are to be construed in the same fashion as other written instruments. . . . The determinative factor is the intention of the court as gathered from all parts of the judgment. . . . The judgment should admit of a consistent construction as a whole. . . . To determine the meaning of a judgment, we must ascertain the intent of the court from the language used and, if necessary, the surrounding circumstances." (Internal quotation marks omitted.) *Pasco Common Condominium Assn., Inc.* v. *Benson*, 192 Conn. App. 479, 516, 218 A.3d 83 (2019).

Our review of the March 28, 2014 decree reveals no intention, express or implied, by the Probate Court to keep the issue of attorney's fees open to afford the defendants an opportunity to present additional evidence in support of their request for those fees at a later date. The court specifically disallowed the attorney's fees and if it had the intention to provide the defendants an additional opportunity to present evidence regarding those fees, it should have explicitly stated so. Indeed, the court could have stated that the requested fees set forth in the final accounting were denied without prejudice to filing a new application or

seeking approval of them as part of the approval of a new final accounting. Additionally, the Probate Court could have stated that it was not deciding the question of the propriety of the fees at that time and would await an additional evidentiary submission.

The defendants would have this court read into the March 28, 2014 decree an intention by the Probate Court to leave the request for legal fees open. In light of the remainder of the sentence in which the Probate Court used the phrase that the defendants contend served to demonstrate that intention—"as presented"—that argument is untenable. As noted, after carefully considering the request for fees and the objections thereto, the Probate Court acknowledged that reasonable fees would be appropriate, but that the defendants presented "no evidence whatsoever" in support of the amount requested, and, in light of the "dearth of evidence," the Probate Court disallowed the fees "as presented." As the Superior Court aptly reasoned, the use of the phrase "as presented" did not "defeat or otherwise qualify the conclusive character of the [March 28, 2014] decree," but, rather, "emphasize[d] the fact that the claim for legal fees, as submitted to the court during the hearing, failed as a substantive matter." It simply and unambiguously disallowed the fees.

Moreover, we agree with the Superior Court that the use of that phrase may be "compared to the rejection of a claim at trial in the Superior Court or other tribunal for failure to satisfy an applicable standard of proof." Similarly, the use of the phrase "as presented" is analogous to "based upon the evidence submitted." Neither phrase, in itself, undermines the finality of a ruling or indicates an intention to leave an issue open for further consideration at a later date. We decline to read this language as granting the defendant a "second bite of the apple" in light of the fact that it had an adequate opportunity to demonstrate that the amount of the fees was reasonable and justified.

The defendants argue that the Probate Court's November 17, 2014 decree demonstrates that it had intended to revisit the attorney's fees claim.[9] We disagree. Although the Probate Court indicated that its use of the phrase "as presented" in the earlier decree had been intentional, it then stated: "Given the extensive legal services rendered in this complex and litigiously involved estate, it would be unreasonably burdensome for the court to have fully disallowed any legal fees to [the law firm]." The fact that the Probate Court's use of the phrase "as presented" was intentional, in itself, does not demonstrate that its intention at the time of the March 28, 2014 decree was to revisit the issue at a later date. Rather, a fair reading of the Probate Court's language explaining its use of the phrase "as presented" suggests a reconsideration by the Probate Court of its earlier decree, which it was not entitled to do absent

satisfaction of one of the four circumstances set forth in § 45a-128 (b). If the Probate Court had intended, when it issued its March 28, 2014 decree, to afford the defendants an opportunity to revisit their claim for attorney's fees, it should have expressly stated that intention by denying the fees without prejudice or by reserving judgment on the issue.

As noted herein, the defendants were present at the evidentiary hearing on the final accounting but failed to present any evidence to support their claim for attorney's fees. It is well settled that "[w]here an . . . administrator presents an account, the burden is upon him to prove the facts involved in it, and if he fails of proof as to any issue, it must be found against him; if he fails to justify the allowance of claimed credits they must be disallowed." *Reiley* v. *Healey*, 124 Conn. 216, 222, 198 A. 570 (1938). The Probate Court abided by that principle in its March 28, 2014 decree when it disallowed the requested fees after finding that the defendants had presented "no evidence whatsoever" in support of them. It did so without expressly stating that the issue would remain open or that the defendants would have an opportunity to relitigate the issue at a later date. Accordingly, pursuant to § 45a-24, the March 28, 2014 decree disallowing the requested fees was a final decree on that issue.[10] Because "[p]robate courts are strictly statutory tribunals and, as such, they have only such powers as are expressly or implicitly conferred upon them by statute"; (internal quotation marks omitted) *Gaynor* v. *Payne*, 261 Conn. 585, 596, 804 A.2d 170 (2002); the Probate Court did not have subject matter jurisdiction to adjudicate the May 27, 2014 motion for approval of legal fees filed by the law firm. We therefore conclude that the Superior Court properly vacated the November 17, 2014 decree.

The judgment is affirmed.

In this opinion the other judges concurred.

[1] Although the written objection filed by Antoinette Latella is not in the record before us, the substance of her objections was set forth by the Probate Court and is not in dispute.

[2] The Probate Court noted: "The matters presently before the court are: 1. [Antoinette] Latella's Objection to Acceptance of Inventory filed April 10, 2012, which objection was thereafter supplemented by Supplement to Objection to Acceptance of Inventory filed August 15, 2012; 2. [Antoinette] Latella's Application for Removal of Fiduciary and Appointment of Successor filed September 5, 2012; 3. Milone's Motion to Withdraw as Administrator . . . filed November 9, 2012; 4. Milone's Corrected or Substitute Inventory filed November 9, 2012; 5. Milone's Estate Administration Account filed November 9, 2013; and 6. [Antoinette] Latella's Objection Motion to Withdraw filed November 16, 2012."

[3] Although the transcripts of the proceedings before the Probate Court are not in the record before us, the Probate Court referenced Milone's testimony in its decree.

[4] Specifically, the Probate Court reasoned: "No itemized time sheets were presented by the fiduciary as to the attorney's fees paid in this estate. The accounting sets forth in Schedule B-1 a series of payments to the law firm based upon billings received by the fiduciary but none of those billing invoices were produced at hearing. The payments total in the amount of $97,979.60. . . .

"It is clear to the court that a significant amount of time has been expended

by the attorneys in this matter if only by virtue of the longevity of this estate. It is also clear that just ascertaining what in fact the decedent owned or operated at his death was a daunting task. Yet Milone, an accountant in practice for over 30 years, acknowledged that he failed to utilize typical accounting standards when determining the value of the decedent's business interests. He admitted that none of the values asserted reflect liabilities but rather, they merely set forth the gross value of the underlying real estate owned by the business entities in which the decedent owned an interest. He also failed to determine or present a reasonable explanation as to why he failed to determine what the entity (Latella Enterprises Corporation) even is—a corporation or a de facto partnership.

"By his own testimony, it is difficult for the court to determine that Milone and through him, his attorneys, obtained results in this estate to support the substantial fees sought. The only assets that the fiduciary testified warranted involvement of the attorneys was the litigation against the decedent's sons on the promissory notes. The value asserted by the fiduciary in settlement of those notes totals approximately $136,000. And yet that value is speculative as it does not account for the liabilities of the business interest involved. And at a cost of legal fees of $98,000, the result hardly seems warranted.

"The court is well aware of the reputation and skills of the law firm whose fees are at issue. It is certainly not a question of such reputation or skills. But there was absolutely no effort made by the firm, either through the fiduciary or the firm itself, to present any basis upon which this court might evaluate the reasonableness of its fees. No retainer agreement was presented nor testimony made as to the terms of the fees paid in exchange for what services. No billing invoices were presented although the fiduciary testified that he paid the fees pursuant to bills. The fiduciary was unable to recall even the nature of the services rendered by the firm or support the fees at issue.

"It simply comes down to leaving the court to speculate as to the 'time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly; likelihood, if made known to the client, that the acceptance of the particular employment will preclude other employment by the lawyer; the fee customarily charged in the locality for similar legal services; the amount involved and the results obtained; the time limitations imposed by the client or by the circumstances, whether the fee is fixed or contingent' (as set forth in rule 1.5 of the Professional Rules of Conduct). And speculate this court will not and cannot do.

"By his own testimony, the fiduciary recognized his failure to properly value the assets of the estate when he set forth in his inventory and his accounting the gross value of the business interests while failing to account for the liabilities of said interests. As an accountant, he has more expertise in abiding by this requirement than a lay person fiduciary and must be held to a higher standard in that regard. This estate has been open and unsettled since the decedent's death in 2005 with no apparent effort on the part of the fiduciary to close the estate until such time as [Antoinette] Latella began pursuing her claims in the probate court. No explanation for the delay in settlement has ever been presented to the court. . . .

"It is clear, as previously stated, that this decedent held interests in various business entitles and in fact it is a spider web of complexities. Unweaving the corporate shields and personal interests and the overlaps between conduct and documentation may have been nearly impossible. The court recognizes that it may have been a daunting task to accurately evaluate this estate and to bring it to settlement. The bottom line, however, is that this fiduciary had an obligation to the beneficiary of this estate and to any creditors. The fiduciary was obligated to duly appraise the assets of the decedent. . . . He had an obligation to present evidence in support of the accounting before the court. He has presented no appraisals and readily acknowledged that he did not have information as to the liabilities side of the estate assets. He failed to even present oral evidence of the terms of the legal fees paid such that this court has no knowledge whether fees were a flat retainer amount, an hourly rate and at what basis, a contingency fee agreement or some other basis for charging for the services rendered. . . .

"The fiduciary has failed to meet his burden of proof as to the reasonableness of the attorney's fees set forth in the accounting. Furthermore, with no evidence whatsoever as to the time expended, the nature of services, or the rates charged, to the court's dismay, it cannot even be determined what fee may be reasonable under a quantum meruit basis. The court would find that some fees are in fact reasonable, but the dearth of evidence leaves the court no choice but to disallow the fees as presented."

[5] The record reflects that, at a hearing before the Probate Court on June 10, 2014, the court ordered the parties to file memoranda addressing the issue of whether the March 28, 2014 decree was final and whether the Probate Court had the authority to entertain, take evidence on, and adjudicate the law firm's motion.

[6] The Probate Court also ordered the law firm to disgorge $15,000 to the estate "for its failure to have timely presented said fees with the final accounting . . . ."

[7] Following oral argument in this case, we asked the parties to brief the issue of whether Milone, as the initial administrator of the estate, has standing to maintain this appeal. It is axiomatic that to have standing, one must be aggrieved. "The fundamental test for determining [classical] aggrievement encompasses a [well settled] twofold determination: [F]irst, the party claiming aggrievement must successfully demonstrate a specific, personal and legal interest in [the challenged action], as distinguished from a general interest, such as is the concern of all members of the community as a whole. Second, the party claiming aggrievement must successfully establish that this specific personal and legal interest has been specially and injuriously affected by the [challenged action]. . . . Aggrievement is established if there is a *possibility*, as distinguished from a *certainty*, that some legally protected interest . . . has been adversely affected." (Emphasis added; internal quotation marks omitted.) *Handsome, Inc.* v. *Planning & Zoning Commission*, 317 Conn. 515, 526, 119 A.3d 541 (2015). "[A]n economic interest that is injuriously affected may afford a basis for aggrievement . . . as long as the economic deprivation is not speculative." *Goldfisher* v. *Connecticut Siting Council*, 95 Conn. App. 193, 198, 895 A.2d 286 (2006). "Aggrievement is not restricted to persons to whom [an] . . . order is directed. A person may legitimately claim to have been adversely affected by an administrative or judicial action without having been the person to whom the order is directed." *Kelly* v. *Freedom of Information Commission*, 221 Conn. 300, 311, 603 A.2d 1131 (1992). "Thus, persons . . . who are not the subjects of an order, may nevertheless be aggrieved. The test for aggrievement is whether personal rights are affected by an order, no matter who the addressee of that order may be." Id. Thus, Milone does not lack standing simply because the trial court ordered the law firm to return the subject funds to the estate but issued no order as to Milone.

It is well settled that whenever an executor or administrator enters into a contract by which he or she purports to bind the estate, the fiduciary may incur personal liability. *Taylor v. Mygatt*, 26 Conn. 184, 189 (1857); *Hewitt* v. *Beattie*, 106 Conn. 602, 613, 138 A. 795 (1927); see also D. Johnson & J. Gilbert, Settlement of Estates in Connecticut (3d Ed. 2022) §§ 7:148 through 7:155, pp. 262–65. Accordingly, by reversing the Probate Court's order that sanctioned the payment of the law firm's fees by the estate, and ordering the law firm to reimburse the estate, the judgment on appeal effectively placed Milone in legal jeopardy. In other words, as a direct consequence of the judgment, there is a possibility, albeit not a certainty, that the law firm will seek recovery of the fees at issue from Milone and that Milone may be held personally liable for those fees. On the basis of that possibility, we conclude that Milone has standing in this appeal.

[8] The defendants do not claim that the issue of attorney's fees was not before the Probate Court when it held the evidentiary hearing that gave rise to the March 28, 2014 memorandum of decision that disallowed those fees.

[9] The same judge issued both decrees of the Probate Court.

[10] We note that the March 28, 2014 decree contained several orders in addition to the disallowance of the requested attorney's fees. The finality of those orders has not been challenged.