STATE OF RHODE ISLAND **PROBATE COURT OF THE**

PROVIDENCE, SC **CITY OF PROVIDENCE**

IN RE: ESTATE OF PHILIP JAMES BRAY **NO: 2004-140**

DECISION

This matter is before the Providence Probate Court for approval of the Second Account filed by the Executor herein covering the period August 1, 2006 to December 31, 2008. In addition, this court was directed on March 6, 2009 by the RI Superior Court to rule on the allowance of legal fees incurred by the attorney for the executor of the estate and the attorney for one of the three residual beneficiaries of the estate[1]and the allocation, if any, of these fees and costs as well as any previous Probate Court approved fees and costs, against the estate of the decedent **or** against the share(s) of any of the three residual beneficiaries under the decedent's will.

Detailed fee petitions and memorandum in support of their respective positions have been submitted to the court by counsel and by the two residual beneficiaries under the will who are not now represented by an attorney; hearings were conducted in the Probate Court on these issues on March 3rd and 17th 2009 to allow all parties to present objections to the account and to object to the allowance of fees not already approved as well as to propose allocation(s) of any approved legal fees and costs to the estate or residual beneficiary(ies).

TRAVEL and BRIEF STATEMENT OF FACTS

Philip Bray (the "decedent"), unmarried, died on March 23, 2004. He left a will and was survived by his three adult children: his oldest daughter, Carolyn Bray ("Carolyn"), his son, Philip James Bray, Jr. ("James") and his youngest child, Katherine Bray ("Katherine"). The will was allowed by this court without objection on May 6, 2004; a friend and colleague of his, Gary Petersen, was named executor; bond was set and filed at $2,000,000.00 without surety[2]. The will was straight forward leaving the tangible personal property to the three children equally or in some cases making a specific bequest of an item(s) of personal property to a particular child and authorizing the Executor to settle disputes between them for non-specific bequests and also to sell a portion of the tangible personal property which the executor determined that the decedent would not have cared if not preserved. It also confirmed ownership of joint accounts,

[1] Even though he presently represents only Katherine Bray, the decedent's youngest child and one of the **three residual beneficiaries** under the will herein, Alden C. Harrington, Esquire was initially hired by two of the residual beneficiaries (Katherine and James Bray, the decedent's son), and allegedly discharged by James at the end of 2007.

[2] The attorney for the estate and Executor, David F. Reilly, Esquire indicated to the court when the will was allowed that the estate, including real estate, had a value of a little less than $1,000,000.00, without any extraordinary creditors.

etc.in the name of the survivor as well as confirming beneficiaries appropriately listed on accounts, and the like.

The will left the rest and residue of his estate **equally** to the three children per stirpes and not per capita. Apparently, Philip was concerned that any one of his children might contest the will or any of its terms. He therefore inserted a no-contest ***in terrorem*** clause in his will:

> **TWELFTH:** In the event that any beneficiary under this Will contests the terms of the Will: then in that event, he shall forfeit one-half (1/2) of his residuary bequest and shall incur all attorney' fees in defense of his challenge, that figure to be determined following the challenge, and said amount further deducted from the contesting residuary legatee's portion of the bequest under the Will.

Carolyn retained an attorney[3]. Shortly thereafter, the matter turned acrimonious as Carolyn filed a claim against the estate in the Probate Court alleging ownership of an estate asset, a condominium on Cooke Street in the East Side of Providence which she had been occupying since it was purchased by the decedent in 1994, stating among other reasons that this was promised her in consideration of her "taking care" of her father over the years prior to his death. The estate denied her claim; James and Katherine retained counsel[4] to represent their interests in the estate. Discovery requests were filed in the Probate Court by Carolyn, her siblings and the executor of the estate. The executor filed his inventory of personal property of the decedent indicating a value of **$175,052.81.**

During the next year, according to the Probate Docket, numerous petitions were filed and hearings were conducted in probate court regarding Carolyn's claim for ownership of the condo, and specific discovery requests (depositions, requests and motions for production of documents, motions to hold in contempt, reconsideration, reargue; motions for restraining orders and the like), by the three individual beneficiaries and the Executor[5]. James and Katherine filed petitions and Objections to Carolyn's claim requesting, her to pay their legal fees and for the court to impose the **no contest clause** in the will and impose rent on her occupancy of the condo from 1994[6].

In the spring of 2005, the court conducted a pre-trial conference on the timing for hearing Carolyn's claim; the imposition of the no-contest clause in the will would be heard sometime after this. On June 14, 2005, the Probate Court denied all claims; the estate, James, Katherine and Carolyn filed appeals of Probate Court action with the Superior Court.

There was no further activity in the Probate Court until **April 11, 2006**; on that date, the court approved the sale of the Cooke Street condo for $195,000. Subsequently, two Petitions for partial distributions to the beneficiaries were filed and heard:

- The initial request was filed by James and Katherine requesting **$14,450.00** each as equalization for rent Carolyn never paid on the

[3] Peter D'Amico, Esquire entered his appearance for her on 5/24/04.
[4] Alden C. Harrington, Esquire entered his appearance for them on 6/17/04.
[5] The Executor of the Estate sent a **Notice to Terminate Occupancy** of the Cooke Street condo to Carolyn on or about 9/15/04 and to terminate her Section 8 qualification.
[6] October, 2004.

condo; this court granted the petition with the condition that if Carolyn prevailed on her claim, the same amount would then be paid to her.

- The executor filed a request for a partial distribution of estate assets for $10,000.00 for each of the three residual beneficiaries; James and Katherine objected to Carolyn receiving this or any future distributions from the estate. The petition was granted; James and Katherine noted their appeal of this order to Superior Court.

Carolyn filed a petition to render an accounting against the executor[7]; a petition For approval of legal fees was filed by Alden Harrington, James and Katherine's counsel. Carolyn objected to these fees through her second attorney[8]. This court approved the fee petition in total for $57,761.13 in July 2006; $30,000.00 to be paid at the time of approval, the balance deferred[9]. Allocation of this payment, if any, to the estate or a beneficiary(s) was deferred by the court. Carolyn noted her appeal of this order to Superior Court.

The Executor filed petitions for court approval of fees[10] for himself, his counsel and for bookkeeping costs, along with his First Account. Caroline objected to the fees and the account and filed a request for an interim disbursement to the three residual beneficiaries for $10,000.00 each. James, Katherine and the Executor objected to Carolyn receiving any disbursement. This court approved the fee petitions, again without specific allocation but reserving its right to do so, allowed the First Account and the request for interim distribution as filed[11].

The Probate Court docket reflects **inactivity** until **December, 2007** when James entered his appearance pro se and Katherine filed a request for interim distribution of $20,000.00 for the three residual beneficiaries[12]. In April 2008, Carolyn terminated her attorney[13] and hired attorney Emily Chamberlain. An interim distribution of $60,000 each for James and Katherine and $20,000.00 for Carolyn[14] was approved in May, 2008.

Caroline entered her appearance pro se in December 2008 and filed the following:

- Petition to render Account by Executor which was granted in December 2008- Second Account filed, not yet allowed.
- Petition to disqualify Executor and Estate attorney- denied December 2008
- Removal of Executor - denied December, 2008

The Executor filed and this court approved a petition for arbitrator Bruce

[7] This was withdrawn in September, 2006, upon the filing by the executor of his First Account.
[8] Marvin Homonoff, Esquire entered in June, 2006 for her.
[9] In December,2008, Probate Court authorized the payment of the balance of this fee, again deferring any allocation(s)
[10] $14,355.00 plus approved costs; $34,033.55 legal costs through 7/31/06.
[11] James and Katherine appealed the approval of a distribution to Carolyn to the Superior Court.
[12] Granted December 18, 2007
[13] Marvin Homonoff filed a lien for his attorney fees against Carolyn's future distributions.
[14] $5,000.00 held out of this distribution in Attorney Chamberlain's client's account for her total fees.

Kogan's fees of **$5175.00**. Apparently, after the matters were appealed from Probate Court and much litigation in the Superior Court, Carolyn's claim was dismissed in January, 2007. Possession of the Cooke street Condo had been previously accomplished in the RI District Court by the estate and the three residual beneficiaries and executor agreed to binding arbitration for determination of the no contest clause in the decedent's will.

After extensive efforts to settle the disputes failed, the Arbitrator conducted his hearing and found in October, 2008 that the no contest clause in the will should be implemented against Carolyn, ruling that her residual share would be reduced by **50%**, thereby increasing James and Katherine's share proportionately. He also made findings relative to the allocations of certain fees and costs against her share which were subsequently set aside by the Superior Court and included in its remand to this court for decision.

ANALYSIS AND FINDINGS

The Arbitrator has found and the Superior Court has affirmed that the ***in terrorem*** clause in decedent's will is applicable against Carolyn. However, the Superior Court set aside that portion of the Arbitrator's decision relating to attorney's fees and remanded the matter to this court for action on the fees.

Therefore, the following issues require action by this court:

- Executor's attorney's fee petitions for $26,065.00 through October 31, 2008 and for $10,417.00 from November 1, 2008 through March 19, 2008.
- Katherine and James attorney fees from 5/31/2006 through March 6, 2009 in the amount of $91,745.00 and fees from March 6,2009 through March 26, 2009 (28.8 hrs) in the amount of $5760.00[15]
- Allocations, if any, of all previously approved fees and costs (attorneys and executors) as well on the above referenced petitions, to the estate and/or residual beneficiary(s) either by virtue of the ***in terrorem*** clause in the decedent's will or according to **R.I.G.L.§ 33-22-26 and/or R.I.G.L.§33-18-19.**
- Approval /rejection / modification of Executor's Second Account and other miscellaneous matters.
- Specific directions to close out the estate.

This court **does not have any first hand knowledge** of the activity that occurred in any other courts or forums other than what has been orally represented to it by the parties or counsel herein in conferences or in open court, either at status hearings or specific hearings held on Probate matters after the initial appeal of this court's orders or in the myriad of filings of petitions, objections and memos submitted. Therefore, this court is **unable** to make specific findings about the manner, necessity and volume of attorney hours expended **in total** on this case. The multiple memos, Arbitrator's decision,

[15] $200 per hour.

Superior Court Order and fee petitions submitted as well as hearings held in this court appear to support the extensive time, effort and acrimony that exists among the litigants, incurring attorney's time of **1037.15** hours[16].

I find that while this is an immoderate amount of lawyer hours, in light of the extensive travel of the case, mostly in other courts and forums than probate court, the available evidence presented and enmity shown by the litigants (sometimes even in the lack of civility among litigants and certain counsel, as reflected in the verbiage of the detailed bills submitted), this court has no alternative but to **accept the time** expended by counsel as presented. The litigants all understood the ramifications of their actions in terms of potentially increasing legal hours expended and only Carolyn[17] filed objections thereto.

The estate attorney has suggested that his billing rate of $200.00 per hour is below his market rate and has been agreed to by his client, the executor. I find that his billing rate is justified, fair and reasonable in light of the degree of difficulty and nature of the legal work performed in this case over the past 5 years.

Katherine's attorney, Alden Harrington[18] produced a retainer agreement in which James and Katherine agreed, among other things, that his fee would be at the hourly rate of $200.00 plus costs. This rate is represented by Mr. Harrington as being below his firm's normal billing rate for him. I find that under the facts of this case that this hourly rate is fair and reasonable and will be allowed for him by this court[19] for allocation and approval, if any, to the estate or to Carolyn's residual share.

However, while this court will act on the remaining fee petitions of Katherine's attorney, its direction for payment by the executor will apply only to those fees it deems to be allocated to and satisfied by either the estate or Carolyn's residual share, pursuant either to the no-contest clause in decedent's will or by **R.I.G.L**. statutes. The remainder(s) of any fee petition(s) not so allocated or charged if any, are found to be contractual between the attorney and his client and even if allowed by this court, may also be subject to review or dispute in the same way that any attorney-client fee agreement is.

Estate Attorney Fees and Costs, Executor Fees

David Reilly, Esquire, in his memo to the court, suggests that the first fee petition, approved on 11/09/2006, for $34,033.55[20], reports a total of 164.2 attorney hours expended.111.5 hours ($22,300.00) as well as some of the costs were attributable to Carolyn's claim and activity related to the litigation that ensued; 52.7 hours ($10,540.00) and the remaining costs comprise "usual and customary" probate estate expenses.

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[16] As listed on the attorney's fee petitions and memos in support of same as follows:

- Attorney Reilly-**346.25 hours**; Attorney Harrington- **690.9 hours**.

[17] Carolyn references her objections to the fees in her memos submitted to this court and her argument in March of 2009. Previously, her then counsel, objected to the estate attorney's second fee petition and to Mr. Harrington's fee petitions in June and August 2006.

[18] James entered a pro se appearance in Probate Court in December of 2007.

[19] If this court allocates any of his fee to his clients, this court will not separate and breakdown any division between James and Katherine occasioned by James' pro se entry.

[20] Attorney fees of $32,840.00, costs in the amount of $1193.55 for the period March, 2004 through June 30, 2006.

A second legal fee petition, not yet court approved, for $26,065.00[21] contains 129.65 total attorney hours; his memo suggests114.35 hours ($22,870.00) allegedly attributable to Carolyn's litigious behavior, the balance of 15.9 hours ($3180.00) to the estate. His third fee petition, also not yet acted on, indicates 51.8 attorney hours expended and is in the amount of $10, 417.00[22]. He suggests that this fee should be allocated entirely to Carolyn.

Since I have accepted the hours expended as presented by him and have found his hourly rate reasonable under the circumstances and agreements made with his client, this court approves the estate attorney's two outstanding fee petitions for $26,065.00 and $10,417.00.

I am in agreement with and adopt Arbitrator Kogan's decision in his Conclusion, Paragraph B that finds the attorney fees that the **estate incurred** in **defending against Carolyn's claim** against the decedent's will should be allocated to and deducted from her residual share as set forth in Paragraph Twelfth, the *in terrorem* no-contest clause. The relevant language in that clause is clear and unambiguous, charging that a party against whom the clause is imposed shall "incur all attorney' fees in defense of his challenge" to be determined following the challenge and deducted from the challenging party's share.

The difficulty is in making the actual allocation; in that regard, I have reviewed Mr. Reilly's memos and have accepted his calculation of total hours expended but find, after my own detailed analysis of his invoices, that his suggested allocations in his fee petitions are not reflective of the specific directions for appropriate attorney fee allocation contained under the no-contest clause in decedent's will. Clearly, if the decedent wanted such a broad interpretation and allocation of fees, the specific language in his will would have reflected it. The executor is authorized to deduct $30,500.00 of his legal fees plus costs of $405.55, total **$30,905.55** from Carolyn's residual share, to be calculated as directed in my instructions for final conclusion of this estate. I have formulated this amount by removing time that is not specific to the defense of the claim against the will either in probate court or Superior Court and adducing what I believe is reasonable time spent and is reflective of the decedent's intent in the will, in total and in all its terms and his manifest intentions.

Independent of the *in terrorem* no-contest clause, the estate attorney asks this court to apply **R.I.G.L. § 33-22-26** which authorizes the court to allocate costs and reasonable attorneys fees in its **discretion** (emphasis added) to either party, to be paid by the other or to either or both parties to be paid out of the estate as justice may require. In light of my findings above, the court must deny said request and orders the balance of the executor's attorney fees and his costs be charged solely against the total estate. In doing so, I am also denying Carolyn's request that the estate attorney's last fee request be allocated to James and Katherine as I believe the decedent had an understanding that his children would be involved in a dispute over his estate.

I also find that the Executor's costs and fees are not subject to allocation to any of the beneficiaries individually and have been properly charged to the estate.

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[21] The period covered by this petition is July 1, 2006 through October 31, 2008; his memo overstates the hours contained in the fee petition by .60 (costs are listed at $135.00) so no allowance for costs on this petition will be made.

[22] November 1, 2008 through March 19, 2008.

Katherine and James's Attorney Fees and Costs

Alden Harrington, Esquire, was retained by Katherine and James to represent them in their father's probate estate. The estate attorney, in one of his memos to this court, indicated that he advised both James and Katherine to retain their own attorney "to protect their interests". Mr. Harrington, in one of his numerous memos to this court concerning his fees, states that "Reilly...recommended that Katherine and James retain independent counsel as they were the real parties in interest."

In his **Supplemental Memorandum in Support...** of his fees[23]dated March 26, 2009, at my request in court**,** he indicates the following division of his attorney time:

- **I- 353.2 hours** expended from May, 2004 until January 23, 2007, the date of final resolution in Superior Court on the issue of Carolyn's claim against the will. This time is reported on two fee petitions: one for $57,761.13, reporting 282 attorney hours, including costs of $1789.33, for the period May, 2004-May 15, 2006 which I have approved, but not yet authorized full payment[24], and reserved the right to allocate how it should be charged; the second fee petition, not yet acted on by this court in any way, is for a total of $ 91,745.00 (plus costs of $606.22) from May 16, 2006- March 6, 2009[25] of which 71.2 hours of his attorney time is included from May 16,2006 through January 23,2007.
- **II- 101.43 hours** from January 23, 2007 through March 18, 2008. According to him, most of this time was involved in extended discussions and negotiations to resolve the case including binding arbitration and preparations for same as well as settlement conferences which did result in what appeared to be an agreement of settlement which broke off.[26]
- **III- 140.87 hours** during the period March 19, 2008 through October 31, 2008. This time was spent preparing again the case for enforcement of the no-contest clause before the arbitrator, submission of evidence and affidavits as well as briefings.
- **IV- 66.6 hours** from October 31, 2008 through March 6, 2009. Time spent in Superior Court and probate court responding to Carolyn's pro se filings and modifying the decision of the arbitrator before the Superior Court.
- **V- 28.8 hours** expended beginning March 6, 2009 through March 26, 2009 spent assembling supplemental fee petitions, memos and affidavits as well as time spent at two probate court hearings.

It is noted that the detail billing information for the period May 16, 2006 through

[23] The court requested that the parties, through counsel or if pro se, suggest allocation/approval of all attorney fees to it.

[24] $30,000.00 paid at the time the First Account was allowed.

[25] Attorney Harrington acknowledges that **during** this billing cycle, his office unilaterally increased his hourly billing rate to **$250.00**, which this court **rejects** for any allocations to the estate or Carolyn it may make.

[26] Allegedly, because Carolyn backed out; however, she indicated that her attorney did not adequately explain to her the settlement and her ultimate costs.

March 6, 2009 is contained in Mr. Harrington's second fee petition for $91745.00. The detail for his last fee request for $5760.00 is contained in his **Supplemental Memorandum in Support...**of his fees.

Mr. Harrington has suggested that **all of his fees** should be charged to Carolyn's residual share of the estate by virtue of the language contained in Philip Bray's will, specifically the *in terrorem* no-contest clause. He asks this court to consider Carolyn's challenge to the **validity** of the *in terrorem* clause a challenge to the terms of the decedent's will in the same way as her claim to the condominium was found by the arbitrator to be a challenge to the will. Alternatively, he argues for allocation of all his clients' fees to Carolyn by this court pursuant to **R.I.G.L. § 33-22-26** which authorizes the allocation of costs and reasonable attorneys fees in the court's discretion to either party, to be paid by the other or to either or both parties to be paid out of the estate as justice may require. Lastly, since Katherine and James were allowed to intervene as interested parties under **R.I.G.L. § 33-18-18** in the probate proceedings[27] regarding Carolyn's claim and challenge and their position was sustained in this court, in Superior Court and by the arbitrator's decision invoking the *in terrorem* no-contest clause in the will, they are entitled, at the very least, to have their reasonable attorney fees and costs paid from the estate, pursuant to **R.I.G.L. § 33-18-19.**

This court has adopted and concurs with the arbitrator's findings set forth in his decision. I will not expand the arbitrator's decision concerning the payment of attorney fees and costs in the *in terrorem* no-contest clause in Professor Bray's will. It is meant to apply to those costs incurred **in defense of the will**, not for costs incurred to enforce the validity or implementation of the clause itself. Had this been his intent, he would have stated it in his will. By the plain language set forth therein, I find that this portion of the no-contest clause applies to the legal costs incurred by the Executor of the estate in defense of the will and not costs or fees incurred by any intervening party(s) who may have been granted standing in the proceedings.

However, the court's statutory authority to allocate and charge fees among parties in probate matters is statutory in nature **R.I.G.L. § 33-22-26**. In addition, once a party is allowed to intervene in a probate proceeding under **R.I.G.L. § 33-18-18** and he or she is successful and their intervention has been found to be necessary for the protection of the estate, their reasonable fees and costs may be allowed out of the estate of the deceased. See also **In Re Estate of Cantore 814 A2d 331(RI 2003**) and **R.I.G.L. § 33-18-19.**

Before taking any further action, the court must note certain mitigating factors to Attorney Harrington's requests: **first-** the estate attorney did not relinquish his lead roll in any way throughout the numerous court proceedings **and** I have allocated nearly half his fees to Carolyn's residual share; **second-** Katherine and James are realizing a substantial financial benefit by imposition of the *in terrorem* no-contest clause, regardless of increased legal fees that they may incur; **third-** the decedent did not intend to impose a draconian-like punishment on a contesting beneficiary to his will that would deprive that person of his/her entire bequest, which I find a granting of both Mr. Reilly and Mr. Harrington's request for allocation of fees to Carolyn would accomplish.

In reviewing Mr. Harrington's fee petitions, I do find that a portion of his legal time for James and Katherine was required as an **intervener** for the protection of the

[27] I assume that this intervention was also allowed in Superior and District Court.

estate, that there was no duplicity for **some** of his time with that of estate counsel, and that the action was successful and added to the estate value.

Some of his time is also to be allocated to Carolyn's residual share under the appropriate **R.I.G.L.** statutes as it was expended primarily to respond to many obtrusive and delay tactics undertaken by her and her counsel as reflected in the their filings and hearings in this court; in addition, the court notes and counsel properly points out that the estate, Katherine and James were successful in a substantial number of the proceedings that occurred in this court and apparently in other forums involving her claim, etc.

Likewise, the court notes that some of Mr. Harrington's tactics in appealing routine hearings involving Carolyn's requests for interim distributions and the like did not contribute to the best interests of the estate and some of his extensive time clearly benefited only his clients.

Initially, the court allows Mr. Harrington's pending fee petitions, since no objections have been made to them, the hourly rate is reasonable and since most of the time was spent in other forums, this court has no way of determine it's veracity.

In making allocations or charges, I will refer to the division of his time as set forth on page 7 of this decision. The court finds that portions of his fees and costs are allocated as follows:

- **I-** $17,660.00 to be charged to Carolyn's residual share, representing the necessary time to defeat her claim and respond to her numerous, prolific and largely unsuccessful challenges to her father's will. In addition, $ 31, 788.00 to be paid by the estate for time expended for possession of the Cooke Street condo, requests for arbitration in Superior Court and other apparent court related time necessary for the protection of estate assets.
- **II-** No allocation or charge is made for the time expended herein as it benefited Katherine and James.
- **III-** $15,678.00 charged to Carolyn's residual share; clearly, the case was resolved and settled before any of this time was spent. The court finds that this time was a direct and proximate result of Carolyn's rejection of a previously approved settlement.
- **IV-** No allocation of fees since this benefited Katherine and James.
- **V-** No allocation of fees since this benefited Katherine and James.

The court also finds that $671.30 of Katherine's costs is allocated to Carolyn and $987.05 of her costs is charged to the estate.

The balances of Mr. Harrington's fees are the responsibility of his client(s).

The Court allows the **Second Account** filed by the Executor, except for the charge for lunch incurred by the said executor.

It denies **all other petitions** for relief allegedly filed by Carolyn, whether titled as such or not, including but not limited to her "claim" for compensation as a result of taking care of her father for years prior to her death as this has been previously decided in her claim before this court, subsequent appeal to Superior Court and arbitration; her claim for equalization of $14,450.00 given to her brother and sister as this court ordered that equalization would be given her only on condition that she prevailed on her claim in

Superior Court[28]. Any claim she has for tangible personal property is discretionary with the Executor pursuant to the terms of Professor Bray's will and is to be disposed of pursuant thereto.

The Executor is directed to forthwith conclude this estate, comply with the findings in this decision and file his Final Account for approval by this court. Any fee or cost allocated and charged to a specific beneficiary is to be added back to the final schedule A submitted to this court as part of the Final Account to the extent that it has previously been allowed as an estate deduction; it is then to be deducted specifically from the charged beneficiary's residual share; estate deductions or allocations not previously reported shall be shown on schedule B of the final account. No further attorney fees shall be allowed without specific leave of this court. All beneficiaries must sign appropriate releases in exchange for their respective distributions.

CONCLUSION

It is unfortunate for each of the three beneficiaries herein that what should have been a routine probate event wherein their late father attempted to provide each a modicum of financial security, turned into a fiasco, and made the attorneys ***de facto beneficiaries*** under his will. Carolyn is the ultimate loser since her residual share was diminished by 50% and by the allocation of portions of both the estate's and Katherine's legal fees which this court is required to make to be just to all the interested parties. All the parties share the burden of increased estate legal fees and Katherine and James, while benefitting from an increased share of the residual estate due to Carolyn's actions, had to go through 5 years of delay and aggravation and incur substantial legal charges.

ENTER: _____ DATE:
Martinelli, Probate Judge
NTER: _____ DATE:
Martinelli, Probate Judge

BY ORDER: _____ DATE:

Y ORDER: _____ DATE:

[28] See Probate Court order concerning this matter.