
PARTIES/ATTORNEYS

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|-----------|----------------|----------------|
| Plaintiff | Judith Jackson | Neil Tardiff |
| Defendant | Kenneth Ibsen | Michael Leight |

RECOMMENDATION

For the reasons set forth below, the motion for attorney’s fees is granted in the amount of \$27,862.50.

The parties are instructed to appear at the hearing for oral argument. Appearance by Zoom Videoconference is optional and does not require the filing of Judicial Council form RA-010, Notice of Remote Appearance. (See [Remote Appearance \(Zoom\) Information | Superior Court of California | County of Santa Barbara.](#))

Plaintiff Judith Jackson was the life partner of Howard Ibsen for over 37 years. Howard died on September 21, 2022. Howard had four sons from a previous marriage, one of whom is defendant Kenneth Ibsen. On March 13, 2023, Kenneth Ibsen filed a petition to invalidate the second amendment to the Howard Ibsen 2018 Trust (Petition),¹ contending that Howard lacked capacity to execute the amendment, in which he gave Judith his Morgan Stanley account. (Related Case No. 23PR00138.) According to the complaint, on January 6, 2024, Ibsen came to Jackson’s home and attempted to extort the Morgan Stanley Account from her by intimidation, fear, and harassment.

On May 22, 2025, Jackson² filed a complaint against defendant Ibsen asserting six causes of action, as follows: 1) attempted extortion; 2) intentional infliction of emotional distress; 3) negligent infliction of emotional distress; 4) physical elder abuse under Welfare and Institutions Code section 15610.07,

¹ The court takes judicial notice of this document as requested by Ibsen. The court acknowledges that it cannot take judicial notice of the truth of any fact contained in any pleading, just the fact that it says it. (*Lockley v. Law Office of Cantrell, Green, Pekich & McCort* (2001) 91 Cal.App.4th 875, 882.)

² Jackson died on September 29, 2025. (See Notice of Death filed October 3, 2025.) On February 6, 2026, the court ordered Erin Biddle, as the Special Administrator of the Estate of Judith Jackson, be substituted in as the plaintiff. The court refers to plaintiff in this memorandum as “Jackson.” No offense is intended.

16610.53, and 15610.63; 5) financial elder abuse, pursuant to Welfare and Institutions Code section 15610, 15610.70, and 15657.5; and 6) trespass.

On February 11, 2026, the court granted defendant's motion to strike the complaint in its entirety pursuant to Code of Civil Procedure³ § 425.16 (the "anti-SLAPP statute"). An award of fees and costs to a defendant who prevails on an anti-SLAPP motion is mandatory. (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1131; *Mallard v. Progressive Choice Ins.* (2010) 188 Cal.App.4th 531, 544.) The trial court is authorized to make an award of reasonable attorney fees to compensate the defendant for the expense of responding to a baseless lawsuit. (*Dove Audio, Inc. v. Rosenfeld, Meyer & Susman* (1996) 47 Cal.App.4th 777, 785.) Here, defendant requests an award of **\$48,540 in fees**, which includes a projected \$4,560.00 in fees for preparing a reply to this motion.⁴

1. Objections to Tardiff Declaration

This declaration seeks to establish an hourly rate that is lower than that requested by the prevailing defendants. Defendants accordingly have objected to various statements in the declaration that offer an opinion on the hourly rate in this community, the experience and education that form the basis for this opinion and suggest what attorney Tardiff perceives to be a reasonable limit for the fee award. The grounds for these objections include that these statements lack relevance and sufficient foundation, consist of inadmissible opinion and hearsay, and are argumentative.

The courts repeatedly have stated that the trial court is in the best position to value the services rendered by the attorneys in his or her courtroom, and this includes the determination of the hourly rate that will be used in the lodestar calculus. In making its calculation, the court may rely on its own knowledge and familiarity with the legal market, as well as the experience, skill, and reputation of the attorney requesting fees, the difficulty or complexity of the litigation to which that skill was applied, and **affidavits from other attorneys regarding prevailing fees in the community and rate determinations in other cases.** (*569 East County Boulevard LLC v. Backcountry Against the Dump, Inc.* (2016) 6

³ All further statutory references are to the Code of Civil Procedure unless otherwise indicated.

⁴ Defendant also requests the court approve the amount of his costs of \$697.05. (See Notice of Motion.) Defendant is entitled to costs as the prevailing party pursuant to Code of Civil Procedure section 1032, et seq. His memorandum of costs was filed on February 13, 2026, and served by mail on that same date. Any notice of motion to strike or to tax costs must be served and filed 15 days after service of the cost memorandum, extended by 5 days for service by mail. (Calif. Rules Court, rule 3.1700(b).) The date for filing objection was March 6, 2026. No objection was filed. The clerk must immediately enter the costs on the judgment. (Calif. Rules Court, rule 3.1700(d).) Discussion of costs is thus excluded from this ruling.

Cal.App.5th 426, 436–437.) The declaration of Neil Tardiff offers one such declaration, just as the declaration of Michael Leight offers another. While the court has taken both into consideration (see below), it has also relied on its own knowledge and familiarity with the legal market, as well as the other factors noted, in reaching its determination.

The objections are overruled.

2. Scope of Fees

It is clear that defendant’s request includes *all* fees related to counsel’s representation in this action. Plaintiff argues the defendant may recover fees only for the motion to strike, not the entire litigation.

Fees and costs are limited to those incurred on the motion to strike, not the entire litigation. (*Lafayette Morehouse, Inc. v. Chronicle Pub. Co.* (1995) 39 Cal.App.4th 1379, 1383.) The *Lafayette* court examined the question whether a prevailing defendant on a motion to strike under section 425.16 is entitled to attorney fees and costs for the entire action or whether a prevailing defendant is entitled to fees and costs only for the motion to strike. It concluded, based on language in the Senate Committee Report on the Judiciary, that the provision applies only to the motion to strike, and not to the entire action. (*Id.*) This rule has been repeated time and again in the case law. (*Tukes v. Richard* (2022) 81 Cal.App.5th 1, 15—“The anti-SLAPP fee award statute applies only to those fees incurred in connection with the anti-SLAPP motion (including a related motion for fees and costs), not those incurred in other aspects of the action.”; *Wanland v. Law Offices of Mastagni, Holstedt & Chiurazzi* (2006) 141 Cal.App.4th 15, 21; *Paul for Council v. Hanyecz* (2001) 85 Cal.App.4th 1356, 1362, fn. 4 [Section 425.16, subdivision (c), “has been held to provide for an award of only those fees and costs incurred in connection with the motion to strike, not the entire action”]; *Jackson v. Yarbray* (2009) 179 Cal.App.4th 75, 92; *Christian Research Institute v. Alnor* (2008) 165 Cal.App.4th 1315, 1320; *City of Industry v. City of Fillmore* (2011) 198 Cal.App.4th 191, 218.)

A fee award under the anti-SLAPP statute may not include matters unrelated to the anti-SLAPP motion, such as “attacking service of process, preparing and revising an answer to the complaint, [or] summary judgment research.” (*Christian Research, supra*, 165 Cal.App.4th at p. 1325, 81 Cal.Rptr.3d 866.) Similarly, the fee award should not include fees for “obtaining the docket at the inception of the case” or “attending the trial court’s mandatory case management conference” because such fees “would have been incurred whether or not [the defendant] filed the motion to strike.” (*Ibid.*) In short, the award of fees is designed to “reimburs[e] the prevailing defendant for expenses incurred *in extracting* herself from a baseless lawsuit” (*Wanland*, at p. 22, italics added) rather

than to reimburse the defendant for all expenses incurred *in* the baseless lawsuit. (*569 East County Boulevard LLC v. Backcountry Against the Dump, Inc.* (2016) 6 Cal.App.5th 426, 433 [emphasis in original].)

Since that 1995 decision, however, some courts have questioned whether the holding limiting attorney's fees was superseded by statute, as that case was decided before the California Legislature amended the anti-SLAPP statute to mandate that the statute be construed broadly. (*Manufactured Home Communities, Inc. v. County of San Diego* (9th Cir.2011) 655 F.3d 1171, 1181 n. 1.) In particular, defendant cites *Kearney v. Foley and Lardner* (S.D. Cal. 2008) 553 F.Supp.2d 1178, 1184, in which the court found, under a broad reading of the statute, that “[a]ll expenses incurred on common issues of fact and law qualify for an award of attorneys' fees under the anti-SLAPP statute . . .” That court found that defendants’ motion to strike and motion to dismiss were inextricably intertwined, since both were premised on an exercise of defendant’s right to petition. (*Id.*—[“Defendants' motions to strike and to dismiss were based entirely on a common factual scenario: all of plaintiff's claims were based exclusively on actions and communications defendants allegedly engaged in during the course of the underlying eminent domain process and while prosecuting the condemnation action. Both motions challenged plaintiff's claims by relying upon the *Noerr–Pennington* doctrine [for the motion to dismiss] and/or the related litigation privilege [for the motion to strike].”].)

California cases have also interpreted the statute to include fees that are for services that are intertwined with the motion. In *Wanland*, for example, the court held that the statute encompasses costs and attorney fees incurred in challenging the undertaking submitted by the plaintiff to stay enforcement of the award pending appeal. (*Wanland, supra*, 141 Cal.App.4th at 21.) In *Vargas v. City of Salinas* (2011) 200 Cal.App.4th 1331, 1351, the court held that because plaintiffs’ complaint was dismissed in its entirety, fees incurred post-judgment were necessarily incurred in connection with the motion to strike.

Here, defendant points out that the entire complaint was dismissed pursuant to the motion to strike and asserts therefore that the entire action consisted of anti-SLAPP considerations. He argues that pursuant to *Vargas* and *Kearney*, he should recover all of the fees generated. But the cases are more nuanced than that. While defendant is entitled to recover all fees for services related to the motion to strike and those services that are inextricably intertwined with that motion, he has cited no cases that suggest he is entitled to all services, including administrative services related to the case.

For example, the first bill includes an entry for “File Opening,” and a charge for \$150. There are numerous entries that all involve work related to insurance coverage:

6/18/25 Review email re insurance and memo re same from ML; Confer ML re same; Skim portion(s) of policies; Letter to client (0.70)

6/19/25 Review email from client; Skim policies; Preliminary research re insurance coverage issue (0.90)

6/20/25 Further attention to provisions in the two insurance policies; Further legal research re insurance coverage issues (2.20)

6/25/25 Review, revise, and finalize Answer; Review client's email describing his visit to Jackson's house; Review corres; Confer ML; Further legal research re possible insurance issues; Draft portion of Memo to ML re insurance coverage (3.40)

6/26/25 Continued work on Memo (2.50)

6/27/25 Revise, revise, and finalize Memo (0.80)

2 October 2025 Review email from E. McShane (.10)

2 October 2025 Review email from E. McShane (.10)

3 October 2025 Letter to client (.30)

13 October 2025 Letter to client (.10)

14 October 2025 Review email from E. McShane (.10)

26 November 2025 Review email from E. McShane (N/C)

2 December 2025 Review email from E. McShane (.10)

30 December 2025 Review email from E. McShane (N/C)

30 December 2025 Letter to E. McShane (.50)

31 December 2025 Letter to E. McShane (.10)

9/17/25 Confer ML; Review portions of file; Review previous Memo re possible insurance coverage issue; Quick review portion of insurance policies; Letter to insurers and insurance agent (1.60)

9/19/25 Revise and finalize letter draft (0.20)

9/22/25 Quick review portion of file; Confer SM (0.20)

9/23/25 Confer ML; Revise and finalize letter to Insurers; Review order on related cases and corres re same (0.50)

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| 10/2/25 | Confer email; Review email; Skim defense letter from the insurer (0.40) |
| 10/7/25 | Further attention to lengthy coverage letter from insurer SafeCo (0.40) |
| 10/13/25 | Review email from E. McShane, Liberty Mutual Claims Specialist; Confer ML; Quick review portions of file; Telephone call McShane's office leaving message; Telephone conference McShane; Draft letter to McShane (1.90) |
| 10/14/25 | Finalize letter to McShane (0.20) |
| 10/15/25 | Review correspondence from McShane (0.20) |
| 12/2/25 | Review corres from SafeCo Claims Specialist; Quick review portion of file; Letter to SafeCo representative; Revise and finalize same (0.60) |
| 12/3/25 | Review new corres from SafeCo re potential insurer's counsel; Confer ML; Review Tardiff corres; Review ex parte application to add Erin Biddle in place of Jackson (0.50) |
| 12/30/25 | Review corres from and to McShane re SafeCo Ins coverage (0.20) |
| 21 January 2026 | Review email from E. McShane (.10) |
| 28 January 2026 | Letter to E. McShane (.10) |
| 12 February 2026 | Letter to E. McShane |

Work related to insurance coverage is not inextricably related to the legal claims in the same way the fees in *Wanland*, *Vargas*, or *Kearney* were. These services were not related to the legal merits of the claim. The court intends to strike these fees, which reduces the fee request to \$28,407.50.

3. Hourly Rate

While the fee awards should be fully compensatory, the trial court's role is not to simply rubber stamp the defendant's request. (*Ketchum v. Moses*, *supra*, 24 Cal.4th at p. 1133; *Robertson v. Rodriguez* (1995) 36 Cal.App.4th 347, 361.) Rather, the court must ascertain whether the amount sought is reasonable. (*Id.* at p. 361.)

In assessing attorney fees, the trial court “begins with a touchstone or lodestar figure, based on the ‘careful compilation of the time spent and reasonable hourly compensation of each attorney . . . involved in the presentation of the case.’” (*Ketchum v. Moses*, *supra*, 24 Cal.4th at pp. 1131-1132.) The court multiplies the

number of hours reasonably expended by the reasonable hourly rate prevailing in the community for similar work. (*Christian Research Institute, supra*, 165 Cal.App.4th at p. 1321.) That amount may then be increased or reduced based on other factors concerning the lawsuit. (*Ketchum v. Moses, supra*, 34 Cal.4th at p. 1134.) However, while an attorney fee award should ordinarily include compensation for all hours reasonably spent, inefficient or duplicative efforts will not be compensated. (*Christian Research Institute, supra*, 165 Cal.App.4th at p. 1321.) Importantly, when considering a fee award, the trial court is not required to award the amount sought by the successful moving parties, but instead is obligated to award reasonable attorney fees under section 425.16 that adequately compensate for the expense of responding to a baseless lawsuit. (*Jackson v. Yarbray* (2009) 179 Cal.App.4th 75, 92 [cleaned up].) The amount of an attorney fee award is left to the sound discretion of the trial court. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095.)

The courts repeatedly have stated that the trial court is in the best position to value the services rendered by the attorneys in his or her courtroom (see, e.g., *Ketchum, supra*, 24 Cal.4th at p. 1132), and this includes the determination of the hourly rate that will be used in the lodestar calculus. (See, e.g., *Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 700–703.) In making its calculation, the court may rely on its own knowledge and familiarity with the legal market, as well as the experience, skill, and reputation of the attorney requesting fees (*Heritage Pacific Financial, LLC v. Monroy* (2013) 215 Cal.App.4th 972, 1009), the difficulty or complexity of the litigation to which that skill was applied (*Syers Properties* at p. 700; accord, *Moreno v. City of Sacramento* (9th Cir. 2008) 534 F.3d 1106, 1114), and affidavits from other attorneys regarding prevailing fees in the community and rate determinations in other cases. (*Heritage*, at p. 1009.)

Here, the parties presented conflicting affidavits concerning the appropriate hourly rates in this action. Attorney Michael Leight charges \$600/hour for his services. He is the principal attorney on the case, has been a member of the bar since 1976, and has “opened 5,161 discrete files for legal matters since [he] began practicing.” (Leight Decl., ¶¶ 7-8 filed 2/13/26.) He declares that attorneys in Orange County (where he is located) charge an hourly rate starting from a low of \$500 per hour to a high exceeding \$1,000/hour. (Leight Decl., ¶ 10 filed 3/16/26.) In the declaration filed 2/13/16, Leight indicates that his associate, John Gloger, prepared the motion and reply papers, reviewed the file to prepare for oral argument, and attended the hearing. His services were also charged at a rate of \$600/hour. In a declaration filed 3/16/26, attorney Gloger states that he has been a practicing attorney for over 50 years; that he has almost always practiced in the field of civil litigation, that the work that he does as an attorney associated with Leight’s law office is billed at the same hourly rate as attorney Leight, although he receives a different rate for his work. (Gloger Decl., ¶¶ 2-5.)

Attorney Tardiff declares that he has been a litigator since 1980 and has handled thousands of litigations over his career in Santa Barbara, San Luis Obispo, Ventura, and Los Angeles County. His opinion is that the prevailing rate for a senior partner in this community ranges from \$350.00 to \$500.00 per hour. He observes that Gloger was not listed on the pleadings, and that according to the State Bar website, he has his own office under the business name Law Offices of John Gloger. Tardiff characterizes him as a contract attorney, for which a rate of \$125/hour to \$175/hour would be appropriate. (Tardiff Decl., ¶¶ 2-3.)

Generally, "the reasonable hourly rate used for the lodestar calculation is that prevailing in the community for similar work." (*Save Our Uniquely Rural Community Environment v. County of San Bernardino* (2015) 235 Cal.App.4th 1179.) However, when a plaintiff needs to hire out-of-town counsel, a trial court must consider counsel's home market rate when setting the hourly rate, rather than the local market rate" (*Caldera v. Department of Corrections & Rehabilitation* (2020) 48 Cal.App.5th 601, 609.) In *Caldera*, there was undisputed evidence that the plaintiff could not find an attorney in the local community that would take his case. The appellate court thus found the trial court's award of \$550 per hour based on rates in the Inland Empire was lower than the comparable rate for similarly experienced attorneys in the Los Angeles County area. The order was reversed and remanded with a direction to the court to recalculate the lodestar amount based on the *attorneys'* local market rate (Los Angeles County rather than San Bernardino County). (*Id.*, p. 610-611.)

Having considered all these factors, the court finds that \$550/hour is appropriate in this matter. This is warranted by recent hourly rates in this community for attorneys with Leight's (and Gloger's) level of experience and skill, and the court recognizes that defendant has retained Leight to represent him in the related trust action. However, the court rejects the argument that that circumstance qualifies Leight for his home rate absent any evidence that no local attorneys were available or competent to take the case. Applying that reduction to the hourly rate, the lodestar fees are reduced to \$26,537.50.

Plaintiff argues that Gloger's fees should be reduced to the rate of an independent contractor. However, the prevailing hourly rates apply regardless of whether the attorneys claiming fees charged nothing for their services, charged at below-market or discounted rates, represented the client on a straight contingent fee basis, or are in-house counsel. (*Glaviano v. Sacramento City Unified School Dist.* (2018) 22 Cal.App.5th 744, 751.) The rate that Gloger was paid for his services is thus not relevant to the inquiry.

4. Vagueness

Plaintiff asserts, and the court agrees, that many of defense counsels' time records appear to be vague. The court may adjust downward where billings involved entries that were either vague or were blockbilled time entries. (*569 East, supra*, 6 Cal.App.5th at pp. 440-441; see *Christian Research Institute, supra*, 165 Cal.App.4th at p. 1325 [time entries that described work as “‘further handling’” and did not refer to issue for which fees were awardable held too vague to satisfy burden of party seeking fee award].) Vagueness undermines the court’s ability to determine with any accuracy whether the fees were reasonable and, in this case, related to the motion to strike.

For example, each bill includes a section for correspondence and a blockbilling entry for “Telephone Conversations; Review of Telephone Messages; Preparation of Memoranda to File.” While the correspondence identifies the person with whom it took place, it does not identify the reason for the correspondence. Thus, the court is unable to determine if it is related to the motion to strike. The court intends to strike all these entries as follows:

2) Preparation and Review of Correspondence

| | |
|--------------|-----------------------------------|
| 29 May 2025 | Review email from N. Tardiff (.1) |
| 30 May 2025 | Letter to client (.3) |
| 2 June 2025 | Letter to N. Tardiff (.1) |
| 2 June 2025 | Retainer letter to client (.5) |
| 16 June 2025 | Letter to client (.1) |
| 17 June 2025 | Review email from client (.1) |
| 18 June 2025 | Review email from client (.1) |
| 25 June 2025 | Letter to client (.1) |
| 25 June 2025 | Review email from client (N/C) |
| 1 July 2025 | Letter to client (.3) |
| 1 July 2025 | Letter to client (.2) |
| 7 July 2025 | Review email from client (N/C) |

1) Preparation and Review of Correspondence

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|------------------|---------------------------------|
| 21 August 2025 | Letter to client (.10) |
| 24 August 2025 | Review letter from client (.40) |
| 24 August 2025 | Review email from client (N/C) |
| 25 August 2025 | Letter to client (.20) |
| 2 September 2025 | Review email from client (N/C) |
| 3 September 2025 | Letter to client (.30) |

1.00 hours at \$600.00 per hour

2) Telephone Conversations; Review of Telephone Messages; Preparation of Memoranda to File

1.00 hours at \$600.00 per hour

| | |
|-----------------|------------------------------------|
| 1 December 2025 | Review email from N. Tardiff (.10) |
| 2 December 2025 | Letter to N. Tardiff (.10) |
| 2 December 2025 | Review email from N. Tardiff (N/C) |

2) Telephone Conversations; Review of Telephone Messages; Preparation of Memoranda to File

.50 hours at \$600.00 per hour

Preparation and Review of Correspondence

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|-------------------|----------------------------|
| 23 September 2025 | Letter to client (.10) |
| 28 January 2026 | Letter to N. Tardiff (.10) |
| 12 February 2026 | Letter to N. Tardiff (.10) |

2) Telephone Conversations; Review of Telephone Messages; Preparation of Memoranda to File

.50 hours at \$600.00 per hour

This reduces overall fees at a rate of \$550/hour to \$25,052.50. The court further awards an additional \$2,810 (\$550 x 5 hours plus \$60 filing fee) for services related to the reply. The court finds this to be a fair and reasonable amount, given the skill and experience of the attorneys and the nature of the motion to strike.

The motion for attorney's fees is granted in the amount of \$27,862.50.