



PLAINTIFF'S
EXHIBIT
343



Depo Exh. 9





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Santa Barbara, CA 93101

2026-0008756

Santa Barbara

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APN: 005-340-006

JUDGMENT

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INFORMATION

(Additional recording fee applies)

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8 Attorneys for Plaintiff
9 PoloDonkey, LLC

FILED
SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA
03/17/2026
Angela Braun, Executive Officer
BY Chavez, Terri Deputy Clerk

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SANTA BARBARA – ANACAPA DIVISION**

13 POLODONKEY, LLC, a California limited
14 liability company,

15 Plaintiff,

16 vs.

17 TYLER N. QUIEL, an individual and trustee of
18 the Sandoval Quiel Revocable Living Trust
19 dated July 15, 2022; DIANA SANDOVAL, an
20 individual and trustee of the Sandoval Quiel
21 Revocable Living Trust dated July 15, 2022;
22 and DOES 1 to 20, inclusive,

23 Defendants.

Case No.: 24CV05259

Assigned for all purposes to:
Hon. Thomas P. Anderle, Dept. 3

~~PROPOSED~~ JUDGMENT

Action filed: September 23, 2024
Trial date: January 5, 2026

24 This case came on for trial simultaneously before a Jury and the Court on January 5, 6, 8, 9,
25 12, 13, 15, 16, 20, 22 and 23, 2026, in Department 3 of the above-entitled Court, the Honorable
26 Thomas P. Anderle presiding. Plaintiff PoloDonkey, LLC ("Plaintiff") appeared by its counsel Todd
27 A. Amspoker and Jeff F. Tchakarov of Price, Postel & Parma, LLP, and Defendants Tyler N. Quiel
28 and Diana Sandoval (collectively, "Defendants") appeared by their counsel Joseph A. LeVota of
Hilbert & Satterly, LLP.

A jury of 12 persons, plus three alternates, was impaneled and sworn to try the action.

1 Witnesses on the part of both Plaintiff and Defendants were sworn and examined. After hearing the
2 evidence, the arguments of counsel and instructions of the Court, the jury retired to consider their
3 verdict, subsequently returned to Court, and being called, duly rendered their verdict in writing and
4 as follows:

5 **Verdict Form No. 1: Abandonment of Easement**

6 We answer the questions submitted to us as follows:

- 7 1. Did PoloDonkey, LLC abandon its express easement rights to the neighboring
8 property owned by Defendants Tyler Quiel and Diana Sandoval?

9 **Answer: No.**

- 10 2. Did PoloDonkey, LLC abandon any prescriptive easement rights it may have had to
11 the neighboring property owned by Defendants Tyler Quiel and Diana Sandoval?

12 **Answer: No.**

13 **Verdict Form No. 2: Prescriptive Easement**

14 We answer the questions submitted to us as follows:

- 15 1. Has PoloDonkey, LLC been using Tyler Quiel and Diana Sandoval's property for the
16 purpose of a private roadway?

17 **Answer: Yes.**

- 18 2. Was PoloDonkey, LLC's use of Tyler Quiel and Diana Sandoval's property
19 continuous and uninterrupted for five years or more?

20 **Answer: Yes.**

- 21 3. Was PoloDonkey, LLC's use of Tyler Quiel and Diana Sandoval's property open and
22 easily observable, or under circumstances that would give reasonable notice to Tyler
23 Quiel and Diana Sandoval or their predecessors in interest?

24 **Answer: Yes.**

- 25 4. Was PoloDonkey, LLC's use of Tyler Quiel and Diana Sandoval's property without
26 permission to use the land?

27 **Answer: Yes.**

28 **Verdict Form No. 3: Interference with Easement**

1 We answer the questions submitted to us as follows:

- 2 1. Does the bamboo fence unreasonably interfere with PoloDonkey, LLC's use of its
3 easement rights?

4 **Answer: Yes.**

5 **Verdict Form No. 4: Private Nuisance**

6 We answer the questions submitted to us as follows:

- 7 1. Does PoloDonkey, LLC have an easement to the disputed area blocked by the
8 bamboo fence?

9 **Answer: Yes.**

- 10 2. Did this condition substantially interfere with PoloDonkey, LLC's use or
11 enjoyment of its easement?

12 **Answer: Yes.**

- 13 3. Would an ordinary person have reasonably been annoyed or disturbed by Tyler Quiel
14 and Diana Sandoval's conduct?

15 **Answer: Yes.**

- 16 4. Did PoloDonkey, LLC consent to Tyler Quiel and Diana Sandoval's conduct?

17 **Answer: No.**

- 18 5. Was Tyler Quiel and Diana Sandoval's conduct a substantial factor in causing harm
19 to PoloDonkey, LLC?

20 **Answer: Yes.**

- 21 6. Did the seriousness of the harm outweigh the public benefit of Tyler Quiel and Diana
22 Sandoval's conduct?

23 **Answer: Yes.**

24 **FURTHERMORE**, after hearing the evidence and the arguments of counsel, having
25 reviewed all admitted exhibits, and having considered all trial pleadings and documents filed and/or
26 submitted by both parties in this case, the Court makes the following findings:

- 27 1. The Court finds for Plaintiff and against Defendants on all causes of action asserted
28 in Plaintiff's Complaint, filed in this action on September 23, 2024.

1 2. The proof at trial clearly preponderated in favor of Plaintiff. Indeed, the evidence
2 was clear and convincing. There was very little merit to Defendants' case. There is no evidence to
3 support any defense to Plaintiff's causes of action against Defendants.

4 3. Sufficient evidence exists to support the existence and validity of Plaintiff's recorded
5 access easement over Defendants' real property.

6 4. Defendants have maintained, re-installed and refused to remove from their property
7 an immobile bamboo fence, which stretches across the entire width of Plaintiff's easement and
8 obstructs Plaintiff's use and enjoyment of said easement, thereby constituting both an unreasonable
9 interference with Plaintiff's easement rights and a private nuisance.

10 5. Plaintiff is clearly entitled to a judgment declaring that Plaintiff owns a valid
11 unabandoned access easement for a roadway over Defendants' property, and Defendants lack any
12 right to interfere unreasonably with Plaintiff's easement, including by maintaining or installing
13 immobile fencing on the easement area or by preventing Plaintiff's free access through a swinging
14 gate located in the vicinity of the southern lot boundary of Defendants' property.

15 6. Plaintiff is clearly entitled to a judgment quieting title in Plaintiff's favor as to
16 Defendants' adverse easement claims.

17 7. Plaintiff is clearly entitled to a judgment permanently enjoining Defendants to
18 remove their bamboo fence from Plaintiff's easement, prohibiting Defendants from installing any
19 other immobile fencing on the easement area in the future, and preventing Defendants from blocking
20 Plaintiff's free access through the swinging gate next to the southern lot boundary of Defendants'
21 property.

22 8. Plaintiff is clearly entitled to a judgment quieting title in Plaintiff's favor over a
23 prescriptive easement area, where a bridge partially located on Plaintiff's access easement extends
24 slightly outside of the access easement area, on the grounds that:

25 a. Plaintiff and Plaintiff's predecessors-in-interest have been using the
26 prescriptive easement area since the early 1900s for access to and from
27 Plaintiff's property; and

28 b. Plaintiff's and Plaintiff's predecessors-in-interest's use of the prescriptive

- 1 easement area has been continuous and uninterrupted; and
- 2 c. Plaintiff's and Plaintiff's predecessors-in-interest's use of the prescriptive
- 3 easement area has been open and easily observable, or has been under
- 4 circumstances that would give reasonable notice to Defendants and their
- 5 predecessors-in-interest; and
- 6 d. Plaintiff and Plaintiff's predecessors-in-interest did not have Defendants' or
- 7 Defendants' predecessors-in-interest's permission to use the prescriptive
- 8 easement area.

9 **WHEREFORE**, by virtue of the law, and by reason of the premises aforesaid, it is ordered,

10 adjudged and decreed as follows:

11 **FIRST CAUSE OF ACTION FOR INTERFERENCE WITH EASEMENT**

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Plaintiff's Easement

13 (defined below) has not been abandoned, extinguished or otherwise terminated, and Defendants have

14 maintained, re-installed and refused to remove an immobile bamboo fence stretching across the

15 entire width of the Easement area ("Bamboo Fence"), which obstructs Plaintiff's access to the

16 Easement area and thus constitutes unreasonable interference with Plaintiff's use and enjoyment of

17 the Easement.

18 **SECOND CAUSE OF ACTION FOR PRIVATE NUISANCE**

19 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Plaintiff's Easement

20 (defined below) has not been abandoned, extinguished or otherwise terminated, and Defendants'

21 Bamboo Fence, stretching across the entire width of the Easement area, constitutes substantial and

22 unreasonable interference with Plaintiff's Easement rights that would be offensive and inconvenient

23 to any normal person and thus amounts to private nuisance.

24 **THIRD CAUSE OF ACTION FOR QUIET TITLE**

25 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Plaintiff's Easement

26 (defined below) has not been abandoned, extinguished or otherwise terminated, and thus Defendants

27 have no right, title, estate, lien, or interest superseding Plaintiff's Easement rights on the Serena

28 Property (defined below), and title as to all of Defendants' adverse Easement claims is hereby

1 quieted in Plaintiff's favor as of the date of filing of Plaintiff's Complaint (*i.e.*, September 23, 2024).

2 **FOURTH CAUSE OF ACTION FOR DECLARATORY RELIEF**

3 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Plaintiff's real property,
4 commonly known as and located at 3215 Foothill Road/3200 Serena Avenue, Carpinteria, CA
5 93013, and associated with APNs: 005-270-006 and 005-501-007 ("PoloDonkey Property"),
6 benefits from an express access easement "for road purposes" ("Easement") located on Defendants'
7 real property, commonly known as and located at 3196 Serena Avenue, Carpinteria, CA 93013, and
8 associated with APN 005-340-006 ("Serena Property").

9 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Easement provides
10 Plaintiff and the PoloDonkey Property with access to and from Serena Avenue, and is recorded and
11 described in the Official Records of Santa Barbara County as follows: "An easement for road
12 purposes over, upon and along a strip of land 16 feet in width, lying westerly of and adjacent to the
13 7th and 8th courses of the tract of land described in the Deed to Allen D. Smith, recorded February
14 24, 1916 in Book 152, Page 279 of Deeds, records of said County, and as granted to Roy S. Smith
15 in Deed recorded December 10, 1915, in Book 151, Page 287 of Deeds, records of said County."

16 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Plaintiff's Easement
17 has not been abandoned, extinguished or otherwise terminated, and Defendants have no right to
18 interfere with Plaintiff's valid Easement on the Serena Property, including by maintaining or
19 installing immobile fencing on the Easement area or by preventing Plaintiff's free access through a
20 swinging gate located in the vicinity of the southern lot boundary of Defendants' property.

21 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that as owners of the
22 servient tenement (*i.e.*, the Serena Property), Defendants have an obligation to maintain and keep
23 the Easement area free of any obstructions that could unreasonably interfere with Plaintiff's use and
24 enjoyment of the Easement for its purpose and scope set forth in the Official Records of Santa
25 Barbara County.

26 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Defendants are
27 obligated to sign and deliver to Plaintiff – within 10 calendar days after formal written request by
28 Plaintiff – the *Owner/Applicant Consent Form* referenced in the Letter re: Determination of

1 Application Incompleteness, dated May 9, 2025 and sent by the Santa Barbara County's Planning
2 and Development Department to Ms. Eva Turenchalk (Plaintiff's Trial Exhibit No. 355), and/or any
3 other documents required by the County, in order to allow the County to proceed with review and
4 processing of Plaintiff's currently pending Coastal Development Permit application submitted on
5 April 10, 2025 (Case No. 25CDH-00009).

6 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Defendants are
7 obligated to: (a) remove the black locked mailbox, which Defendants installed at the intersection of
8 the Easement roadway and Serena Avenue, within 10 calendar days after the date of entry of this
9 Judgment; (b) return and reinstall Plaintiff's old mailbox, which services Plaintiff's address of 3200
10 Serena Avenue, Carpinteria, CA 93013, to its previous location at the intersection of the Easement
11 roadway and Serena Avenue, within 10 calendar days after the date of entry of this Judgment; and
12 (c) refrain at any time in the future from removing or otherwise tampering with Plaintiff's mailbox
13 for 3200 Serena Avenue without further court order authorizing Defendants to do so.

14 **FIFTH CAUSE OF ACTION FOR PERMANENT INJUNCTION**

15 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Plaintiff's Easement has
16 not been abandoned, extinguished or otherwise terminated, and Defendants' unreasonable
17 interference with Plaintiff's Easement and nuisance are causing irreparable injuries to Plaintiff and
18 its unique real property rights, which cannot be adequately compensated in damages, and thus
19 Defendants are hereby permanently enjoined to:

- 20 1. Remove the Bamboo Fence from Plaintiff's Easement within 10 calendar days after
21 the date of entry of this Judgment; and
- 22 2. Refrain from installing any immobile fencing or other unreasonable obstructions on
23 the Easement area at any time in the future; and
- 24 3. Refrain from preventing Plaintiff's free access through the swinging gate located on
25 the Easement area in the vicinity of the southern lot boundary of the Serena Property (or through
26 any other swinging gates on the Easement area) at any time in the future.

27 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Defendants are
28 enjoined and compelled to sign and deliver to Plaintiff – within 10 calendar days after formal written

1 request by Plaintiff – the *Owner/Applicant Consent Form* referenced in the Letter re: Determination
2 of Application Incompleteness, dated May 9, 2025 and sent by the Santa Barbara County’s Planning
3 and Development Department to Ms. Eva Turenchalk (Plaintiff’s Trial Exhibit No. 355), and/or any
4 other documents required by the County, in order to allow the County to proceed with review and
5 processing of Plaintiff’s currently pending Coastal Development Permit application submitted on
6 April 10, 2025 (Case No. 25CDH-00009).

7 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Defendants are
8 enjoined and compelled to: (a) remove the black locked mailbox, which Defendants installed at the
9 intersection of the Easement roadway and Serena Avenue, within 10 calendar days after the date of
10 entry of this Judgment; (b) return and reinstall Plaintiff’s old mailbox, which services Plaintiff’s
11 address of 3200 Serena Avenue, Carpinteria, CA 93013, to its previous location at the intersection
12 of the Easement roadway and Serena Avenue, within 10 calendar days after the date of entry of this
13 Judgment; and (c) refrain at any time in the future from removing or otherwise tampering with
14 Plaintiff’s mailbox for 3200 Serena Avenue without further court order authorizing Defendants to
15 do so.

16 **SIXTH CAUSE OF ACTION FOR QUIET TITLE TO PRESCRIPTIVE EASEMENT**

17 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Plaintiff’s Easement has
18 not been abandoned, extinguished or otherwise terminated, and Plaintiff is entitled to a prescriptive
19 easement over an area (“Prescriptive Easement Area”), where a bridge partially located on Plaintiff’s
20 Easement (“Bridge”) extends outside of the Easement area. The Prescriptive Easement Area is
21 depicted as outlined in red on the August 2024 Survey Map presented at trial as Plaintiff’s Trial
22 Exhibit No. 365 and attached hereto as **Exhibit A**. The legal description of the Prescriptive
23 Easement Area is attached hereto as **Exhibit B**.

24 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Plaintiff clearly
25 proved at trial that for a period of five (5) years, all of the following were true:

26 1. Plaintiff, or its predecessors in interest, used Defendants’ or their predecessors in
27 interest’s property contained within the Prescriptive Easement Area for the purpose of a private road;
28 and

1 2. Plaintiff's, or its predecessors in interest's, use of Defendants' property contained
2 within the Prescriptive Easement Area was continuous and uninterrupted. The actual use required
3 to meet the continuous and uninterrupted use requirement need not be on every day during the
4 prescribed period. The use in this case was sufficient because it occurred on those occasions when
5 it was necessary for the convenience of the user; and

6 3. Plaintiff's, or its predecessors in interest's, use of Defendants' property contained
7 within the Prescriptive Easement Area was open and easily observable, or was under circumstances
8 that would give reasonable notice to Defendants or their predecessors in interest; and

9 4. Plaintiff, or its predecessors in interest, did not have Defendants', or their
10 predecessors in interest's, permission to use the land contained within the Prescriptive Easement
11 Area.

12 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Plaintiff is entitled to,
13 and is the owner of a prescriptive easement over the Prescriptive Easement Area, and said
14 prescriptive easement permanently runs with the land and burdens the Serena Property for the benefit
15 of the PoloDonkey Property, and its successors in interest, for the same purpose and with the same
16 scope as Plaintiff's expressly recorded Easement.

17 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that title to a roadway
18 easement is hereby quieted in favor of Plaintiff and the PoloDonkey Property, and its successors in
19 interest, over the Prescriptive Easement Area as of the date of filing of Plaintiff's Complaint (*i.e.*,
20 September 23, 2024).

21 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that no person has any
22 right, title, or interest in and to the Serena Property that is superior or adverse to Plaintiff's ownership
23 of a prescriptive easement over the Prescriptive Easement Area.

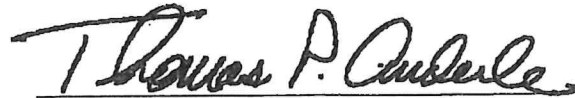
24 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Plaintiff's claims and
25 the Court's equitable determinations have established Plaintiff's right to maintain and preserve the
26 existing access Bridge within its full structural footprint based on the Court's inherent equitable
27 powers and balancing-of-hardships, and that evidence concerning the structural failure of the Bridge
28 if narrowed, cut, or partially removed was properly within the scope of the issues tried, including

1 considering trial testimony acknowledging Santa Barbara County permitting constraints and the
2 need for legal authorization to alter or maintain the Bridge.

3 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Plaintiff is entitled to
4 recover its costs pursuant to California Code of Civil Procedure section 1033, *et seq.*

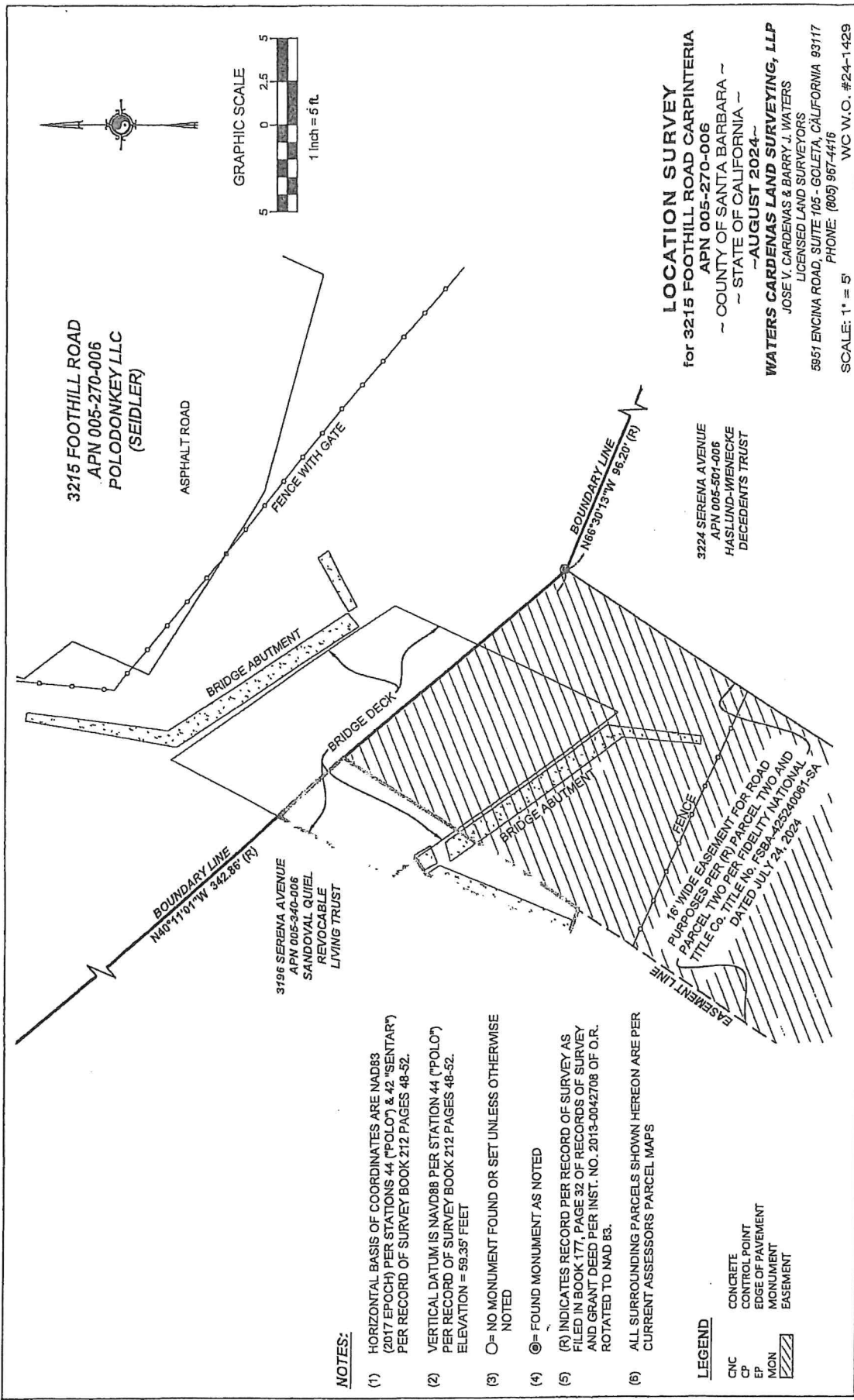
5 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

6
7
8 DATED: 03/17/2026



Hon. Thomas P. Anderle
Judge of the Superior Court

EXHIBIT A



PLAINTIFF'S
EXHIBIT
365

EXHIBIT B

Description:

That certain portion of land in the unincorporated portion of the County of Santa Barbara, State of California, being a portion of Parcel One as described in a Grant Deed to Tyler Quiel and Diana Sandoval recorded February 12, 2021 as Instrument No. 2021-0011341 of Official Records in the Office of the Santa Barbara County Recorder, more particularly described as follows:

Commencing at the most Easterly corner of the tract of land conveyed to Richard F. Euler, et ux., by deed recorded July 2, 1947 in Book 734, Page 216 of Official Records, as file No. 8750; thence North 41°00' West, along the Northeasterly line of said Euler Tract 16.72 feet to the Northwestern corner of a 16 foot wide easement for road and public utility purposes and for ingress and egress, said point also being the **True Point of Beginning**;

Thence 1st continuing along said Northeasterly line of said Euler Tract North 41°00' West 5.28 feet;

Thence 2nd leaving said Northeasterly line of said Euler Tract South 24°47'57" West 7.58 feet;

Thence 3rd South 25°57'36" East 1.68 feet;

Thence 4th South 53°43'49" East 1.13 feet;

Thence 5th South 21°24'50" West 8.78 feet;

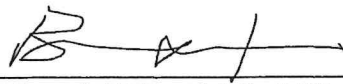
Thence 6th South 71°15'17" East 1.34 feet, more or less to a point on the Northwestern line of said 16 foot wide easement;

Thence 7th along said Northwestern line of said 16 foot wide easement North 32°08'00" East 15.98 feet, more or less to said Northwestern corner of said 16 foot wide easement, said point also being a point on said Northeasterly line of said Euler Tract and the **True Point of Beginning**.

The above described area contains 53.5 Square Feet more or less

~ End of Descriptions ~

Prepared By:


Barry J. Waters, P.L.S. 6419

02/10/2026
Date:



This is a true certified copy of the original document on file or of record in my office. It bears the seal and signature imprinted in purple ink, of the Clerk of the Superior Court.

Angela Braun
CLERK OF THE SUPERIOR COURT,
SANTA BARBARA COUNTY, CALIFORNIA

Date: 3/19/26 By Deputy: *[Signature]*



L. Aguilar