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8  
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **COUNTY OF ORANGE**

11  
12 STEVEN VICKERS, an individual, SAVE  
NEWPORT BEACH GOLF COURSE  
13 POLITICAL ACTION COMMITTEE, a political  
action committee registered with the California;  
14 RESIDENTS TO SAVE NEWPORT BEACH  
GOLF COURSE, an unincorporated association,

15 Plaintiffs and Petitioners,

16 vs.

17 CITY OF NEWPORT BEACH, a California  
18 charter city, CITY COUNCIL OF CITY OF  
NEWPORT BEACH, a legislative body of the  
19 City of Newport Beach, and DOES 1-10,  
inclusive,

20 Defendants and Respondents,

21 NEWPORT GOLF CLUB, LLC, a California  
22 limited liability company; BACK BAY  
BARRELS, LLC, and DOES 11-20, inclusive,

23 Real Parties in Interest.

CASE NO.

**VERIFIED PETITION FOR WRIT OF  
MANDATE AND COMPLAINT FOR:**

1. **VIOLATIONS OF NEWPORT  
BEACH MUNICIPAL CODE §  
20.90.050(A) AND LOCAL  
COASTAL PROGRAM  
IMPLEMENTATION PLAN  
§21.90.030(A)**
2. **DECLARATORY RELIEF — CODE  
OF CIVIL PROCEDURE § 1060**
3. **WRIT OF MANDATE – CODE OF  
CIVIL PROCEDURE § 1085**

1 Petitioners and Plaintiffs complain and allege as follows:

2 **INTRODUCTION**

3 1. This case is about preserving the efforts of the Newport Beach constituents who  
4 successfully stood up to an attempt to unlawfully deprive their community of a beloved public golf  
5 course. The Newport Beach Golf Course (the “**Golf Course**”) is the only affordable public golf  
6 course in Newport Beach. Generations have learned to love and appreciate the game of golf there.  
7 And unlike any other course in the city, the Golf Course is public facility with accessible prices. An  
8 18-hole weekday round costs about \$34, far less than other private courses. Veterans and retirees  
9 play there, and kids and young adults first learn the game there. Students at local schools regularly  
10 use it for practice and tournaments. The city’s other courses — Pelican Hill, Newport Beach Country  
11 Club, Big Canyon — are either prohibitively expensive for most or open to members only.

12 2. In October 2025, the Newport Beach City Council (the “**Council**”) approved a plan  
13 to gut the Golf Course. In its place, the Council approved the Snug Harbor Surf Park Project (the  
14 “**Surf Project**”), which planned to remove three golf holes, the driving range, the pro shop, and Golf  
15 Course’s popular restaurant and bar. The Surf Project would have replaced them with artificial surf  
16 lagoons and a three-story commercial clubhouse. The remaining 15 holes would have been split on  
17 opposite sides of the new development. The Golf Course, as a unified 18-hole facility with the  
18 driving range and amenities that keep it afloat, would have ceased to exist.

19 3. The community said no. Volunteers gathered 9,660 petition signatures in 30 days to  
20 challenge the Surf Project. They worked through heavy rain and Thanksgiving weekend. The Orange  
21 County Registrar certified 6,143 valid signatures — exceeding the required threshold by 57%. The  
22 community did not just oppose the Surf Project. It demanded a vote on the approval of the planned  
23 Surf Project. “This project should never have been approved without the people having a say,”  
24 organizers said.

25 4. The Council listened. On January 27, 2026, it voted unanimously to rescind the  
26 General Plan Amendment the Surf Project needed to proceed. Councilmember Weber said “the  
27 community has spoken” and that rescission was “the most responsible way to respect the referendum  
28 process.” Councilmember Weigand said rescission and a ballot measure would produce “no

1 difference in our decision.”

2           5.       Then the Newport Beach City Manager stepped in and asserted that the community’s  
3 grassroots campaign against the Surf Project accomplished very little. He said the Council’s  
4 rescission only addressed square footage. He said the remaining Surf Project’s entitlements, even  
5 though predicated on the specific Surf Project plan that necessitated the now-rescinded General Plan  
6 Amendment, were still valid such that the Surf Project could continue with a 20,000-square-foot  
7 footprint without an amended General Plan. Other Newport Beach officials have echoed the same  
8 position.

9           6.       Under the City’s reading, despite the Council’s rescission and the public campaign,  
10 a developer could still demolish the driving range, the restaurant, and three holes of the Golf Course  
11 for a surf park project before the Conditional Use Permit expires in October 2027. The Golf Course  
12 the community fought to save would still be gone.

13           7.       The City is wrong. Under California law, the General Plan is the constitution for all  
14 future development. Any land use approval that conflicts with the General Plan is invalid. Every  
15 consistency finding in the October 2025 approval package presented to the Council was made  
16 expressly as to the General Plan “*as proposed to be amended.*” The Council rescinded the  
17 amendment. The amended plan no longer exists. The Surf Project the Council approved based on  
18 the *amended* General Plan exceeds the current development limit under the existing General Plan  
19 *by nearly 200 percent*. And any surf park at any scale removes holes from the Golf Course that the  
20 existing zoning laws exist to protect. In the wake of the Council’s rescission, the property owner has  
21 no vested right to demolish the golf course that the law requires the City to preserve.

22           8.       This action asks the Court to confirm as a matter of law what the public’s campaign  
23 and the Council’s rescission were meant to accomplish. No surf park may be built on the Property  
24 under the existing entitlements. Any surf park at any scale requires a new General Plan amendment,  
25 new entitlement proceedings, and new environmental review. No development may proceed that  
26 permanently removes holes and facilities from the 18-hole Golf Course without those independent  
27 proceedings.

28           9.       Over 6,100 residents stood up for this golf course. The Council said it heard them.

1 This Court is asked to make that answer stick.

2 **PARTIES**

3 **PETITIONERS.**

4 10. Petitioner and Plaintiff STEVEN VICKERS (“**Vickers**”) is an individual residing in  
5 Newport Beach, California. Vickers is a Newport Beach taxpayer and a golfer who regularly uses  
6 the Golf Course. Vickers was designated as the official proponent of the referendum petition  
7 challenging Resolution No. 2025-71, which approved the General Plan Amendment for the Surf  
8 Project. Vickers brings this action in his individual capacity and in his capacity as a concerned  
9 resident and taxpayer of the City of Newport Beach who participated in the democratic process and  
10 has a direct and beneficial interest in the preservation of the Golf Course and the enforcement of the  
11 City’s General Plan, zoning code, and the results of the referendum process.

12 11. Petitioner and Plaintiff SAVE NEWPORT BEACH GOLF COURSE POLITICAL  
13 ACTION COMMITTEE (“**Save NBGC PAC**”) is a political action committee registered with the  
14 California Fair Political Practices Commission, FPPC ID No. 1481874, with its principal address in  
15 Orange County, California. Save NBGC PAC was formed to oppose the Surf Project and to support  
16 the preservation of the Golf Course. Save NBGC PAC organized and funded the referendum  
17 campaign that resulted in the collection of over 6,100 signatures challenging Resolution No. 2025-  
18 71. Save NBGC PAC brings this action on behalf of itself and the interests of the Newport Beach  
19 residents and golf course users it represents. Save NBGC PAC has a direct and beneficial interest  
20 in the enforcement of the City’s General Plan, zoning code, and the democratic process through  
21 which the community challenged the General Plan Amendment.

22 12. Petitioner and Plaintiff RESIDENTS TO SAVE NEWPORT BEACH GOLF  
23 COURSE (“**Residents Group**”) is an unincorporated association of residents of the City of Newport  
24 Beach and surrounding communities who use and enjoy the Golf Course and who organized in  
25 opposition to the Surf Park. Members of the Residents Group reside in and near Newport Beach,  
26 regularly use the Golf Course for recreation, and participated in the referendum petition drive and  
27 public proceedings concerning the Surf Project. The Residents Group brings this action on behalf of  
28 itself and its members, each of whom has a direct and beneficial interest in the preservation of the

1 Golf Course and in the enforcement of the City’s General Plan and zoning code.

2 13. Petitioners are collectively referred to herein as “Petitioners.” Petitioners are  
3 beneficially interested in the City’s compliance with applicable law and have standing to bring this  
4 action. Petitioners participated in the administrative proceedings leading to the Approvals,  
5 participated in the referendum process challenging the General Plan Amendment, and will suffer  
6 injury in fact if the City is permitted to authorize development on the Property that is inconsistent  
7 with the General Plan and the District’s preservation mandate.

8 **RESPONDENTS.**

9 14. Respondent and Defendant CITY OF NEWPORT BEACH (“City”) is a California  
10 charter city and municipal corporation organized and existing under the laws of the State of  
11 California, located in the County of Orange. The City is the public entity that approved the  
12 discretionary entitlements for the Surf Project, including Resolution Nos. 2025-71, 2025-72, 2025-  
13 73, and 2025-74. The City, acting through its City Manager, has taken the public position that the  
14 entitlements approved by Resolution Nos. 2025-72, 2025-73, and 2025-74 remain valid and may be  
15 exercised notwithstanding the City Council’s unanimous rescission of Resolution No. 2025-71. The  
16 City is named as a Respondent because this action seeks a writ of mandate and declaratory relief  
17 concerning the City’s duties under the General Plan, the Municipal Code, and the referendum  
18 process.

19 15. Respondent and Defendant CITY COUNCIL OF THE CITY OF NEWPORT  
20 BEACH is the legislative body of the City of Newport Beach. The Council adopted Resolution Nos.  
21 2025-71, 2025-72, 2025-73, and 2025-74, and subsequently voted unanimously to rescind  
22 Resolution No. 2025-71. The Council is a proper respondent because the relief sought herein  
23 concerns the legal effect of the Council’s legislative acts and the duties arising therefrom.

24 16. The true names and capacities of Respondents and Defendants named herein as  
25 DOES 1 through 10, inclusive, are unknown to Petitioners. Petitioners will amend this Complaint  
26 to allege such names and capacities when ascertained. Petitioners are informed and believe and  
27 thereon allege that each of the Doe Respondents is in some manner responsible for the acts and  
28 omissions alleged herein.

1 **REAL PARTIES in INTEREST**

2 17. Real Party in Interest NEWPORT GOLF CLUB, LLC (“**Newport Golf Club**”) is a  
3 California limited liability company and the fee owner of the Property located at 3100 Irvine Avenue,  
4 Newport Beach, California, which consists of Assessor’s Parcel Numbers 119-200-38 and 119-200-  
5 41. Newport Golf Club owns the central and southern portions of the Golf Course, including the  
6 15.38-acre central parcel that is the subject of the Surf Project. Newport Golf Club has a direct  
7 interest in the outcome of this proceeding because it holds the property rights that would be affected  
8 by any judicial determination concerning the validity or scope of the entitlements approved by the  
9 City, and it would be the entity to apply for building permits and commence construction under the  
10 disputed entitlements.

11 18. Real Party in Interest BACK BAY BARRELS, LLC (“**Back Bay Barrels**”) is the  
12 developer entity that filed the entitlement applications for the Surf Project (PA2024-0069) through  
13 its planning consultant, CAA Planning. Back Bay Barrels is the project applicant identified in the  
14 City’s Planning Commission Staff Report, the City Council staff reports, and the administrative  
15 record. Back Bay Barrels has a direct interest in the outcome of this proceeding because it is the  
16 holder of the entitlements approved by Resolution Nos. 2025-72, 2025-73, and 2025-74, and is the  
17 entity that would seek to develop the Surf Project or any reduced-scale version thereof on the  
18 Property.

19 19. The true names and capacities of Real Parties in Interest named herein as DOES 11  
20 through 20, inclusive, are unknown to Petitioners. Petitioners will amend this Complaint to allege  
21 such names and capacities when ascertained. Petitioners are informed and believe and thereon allege  
22 that each of the Doe Real Parties in Interest claims an interest in the Surf Project or the Property that  
23 would be affected by the relief sought herein.

24 **JURISDICTION AND VENUE**

25 20. This Court has jurisdiction over this action pursuant to Code of Civil Procedure  
26 Sections 1060 and 1085 and Article VI, Section 10 of the California Constitution. This action seeks  
27 declaratory relief and writs of mandate concerning the legal effect of the City Council’s rescission  
28 of Resolution No. 2025-71 on the remaining entitlements for the Surf Project.



1 Mariners Christian School, and Orange Coast College — rely on the Golf Course for team practice  
2 and competition. In addition, the Golf Course regularly hosts charitable tournaments benefiting the  
3 youth, veterans, first responders, and individuals with disabilities, hosting events like the Fairways  
4 of Honor Memorial Golf Tournament, the California School Education Foundation Tournament, and  
5 the Life Rolls On Annual Golf Tournament.

6 26. The Golf Course is an 18-hole, 3,216 yard executive course with a practice facility  
7 that includes a 38-bay synthetic-turf driving range, a 1050-square-foot putting green, a chipping  
8 green, and a target green — all lighted for evening use and open until 9:00 p.m. The Golf Course  
9 also features a one-story 8,975-square-foot clubhouse with a pro-shop and restaurant seating 233  
10 people, alongside a surface parking lot with 280 parking spaces. The Golf Course offers PGA-  
11 certified instruction for players of all skill levels. The Golf Course also has continually invested in  
12 its services and property. Among other renovations and improvements, it recently completed  
13 installation of new, state-of-the-art golf mats on both the course and the driving range. This active  
14 capital investment reflects a thriving operation with a committed operator and a loyal, growing user  
15 base.

16 27. Yet despite these improvements and its prominence within the community, the Golf  
17 Course remains committed to affordable access. Today, green fees for an 18-hole weekday round  
18 are only approximately \$26 to \$34.

19 28. By comparison The City’s remaining courses — Pelican Hill, Newport Beach  
20 Country Club, and Big Canyon — have exorbitant green fees or are open to members only, putting  
21 them out of reach for many veterans, students, and other residents. The nearest comparable public  
22 golf facilities for residents—such as Mile Square Golf Course in Fountain Valley—are outside the  
23 City altogether.

24 **B. NEWPORT BEACH’S ZONING LAWS EXPRESSLY RESTRICT**  
25 **DEVELOPMENT ON THE PROPERTY THAT WOULD UNDERMINE**  
26 **THE GOLF COURSE’S LONG-TERM VIABILITY.**

27 29. The Golf Course has survived and thrived as an affordable executive course and  
28 practice facility because the Property is specifically zoned for use as a public course. The usage and

1 development restrictions on the Property under the applicable zoning laws clearly serve to ensure  
2 that the existing Golf Course remains viable and intact.

3 30. Under the General Plan, the Property is designated Parks and Recreation (“PR”) by  
4 the Newport Beach General Plan Land Use Element. It is located within the Santa Ana Heights  
5 Specific Plan/Open Space and Recreation (SP-7/OSR) Zoning District (the “District”) It is identified  
6 in Table LU2 (Anomaly Locations) of the General Plan as Anomaly No. 58, Statistical Area J5. The  
7 General Plan functions as the constitution for all future developments within Newport Beach and  
8 serves as the foundational document against which the propriety of virtually every local decision  
9 affecting land use and development must be measured. A land use approval that conflicts with the  
10 General Plan is invalid.

11 31. A PR designation under the General Plan lists “golf courses” as a permitted use. The  
12 General Plan also imposes on the Property a development limit of 20,000 square feet — a limit  
13 calibrated to the scale of development needed for a golf course such as a clubhouse and other  
14 maintenance facilities, and inconsistent with most other commercial uses permitted under a PR  
15 designation.

16 32. The Newport Beach Municipal Code and the Newport Beach Local Coastal Program  
17 Implementation Plan further specify the Property’s permissible land uses compatible with the  
18 General Plan. The Municipal Code’s purpose statement for the District, in which the Property sits,  
19 is unambiguous about the General Plan’s intent to preserve the existing Golf Course. Section  
20 20.90.050(A) of the Municipal Code states that the District “*is established to ensure the long-term*  
21 *use and viability of the Newport Beach Golf Course.*” Section 21.90.030 of the Newport Beach  
22 Local Coastal Program Implemental Plan, the primary regulatory framework for ensuring  
23 compliance with the California Coastal Act and the City’s Coastal Land Use Plan, contains identical  
24 language. Indeed, two zoning ordinances confirm the importance of long term preservation of the  
25 Golf Course.

26 33. Accordingly, these zoning ordinances list only “golf courses” and other land uses  
27 *consistent with* a golf course as permitted land uses within the District. Such uses include “outdoor  
28 commercial recreation.” Any outdoor commercial recreation use, however, cannot override or

1 undermine the “the long-term use and viability of the Newport Beach Golf Course.” Such a use  
2 must compliment the Golf Course and comply with the development limit.

3 34. These zoning regulations exist for a reason. Without affirmative zoning protection,  
4 public amenities such as the Golf Course will face tremendous pressure to survive. The General  
5 Plan and the District enshrined in the Municipal Code reflect a deliberate community judgment (and  
6 ratified through public democratic processes) that the Golf Course should remain a public good.

7 **C. THE REAL PARTIES IN INTEREST ATTEMPTED TO GUT THE GOLF**  
8 **COURSE IN FAVOR OF AN UNPOPULAR SURF PARK.**

9 35. Real Party in Interest, Back Bay Barrels, has designs to destroy the Golf Course as it  
10 presently exists and put in its place a gargantuan wave pool facility. Back Bay Barrels—through its  
11 planning consultant—filed an entitlement application for the Surf Project. As disclosed in that  
12 application, Back Bay Barrels envisioned building a 79,533 square foot<sup>1</sup> lagoon, requiring it to  
13 demolish the Golf Course's driving range, pro shop, and restaurant to make space for two separate,  
14 5.1-million-gallon pools, wave-making equipment, and other amenities. They would also have to  
15 remove three of the existing holes and split the remaining ones across opposite sides of a three-story  
16 commercial surf complex. In effect, the Surf Project would gut the Golf Course, reducing it from a  
17 coherent, 18-course hole executive course with key amenities to a divided course split across a  
18 construction site. Beyond the physical disruption, the economic consequences of the construction  
19 period alone — years of noise, reduced access, displaced golfers, no practice facility, and no  
20 clubhouse — would bleed the Golf Course of the revenue it needs to survive.

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27 <sup>1</sup> Of this amount, 19,761 square feet will be excluded from the total development limit as incidental  
28 building areas, resulting in 59,772 square feet counting toward the development limit.



*Rendering of Surf Project's Wave Pool<sup>2</sup>*

36. Indeed, the Surf Project's elimination of the driving range would deal a particularly fatal blow to the Golf Course. For a low-cost public executive course like the Golf Course, the driving range is a primary revenue engine. Range revenue is high-frequency and high-margin: it draws beginners, juniors, and recreational players who may never play a full round, it generates throughput throughout the day independent of tee time availability, and it produces consistent income regardless of season or pace of play. This is not a coincidence of course design. It is the economic model on which affordable public golf depends. Removing the driving range from the Golf Course does not merely reduce its amenities — it dismantles the financial foundation that allows it to remain public, affordable, and viable at all.

37. To implement the Surf Project, Back Bay Barrels sought a General Plan Amendment ("GPA") to increase the development limit for the Property from 20,000 square feet to 59,772 square feet. Back Bay Barrels also sought a Major Site Development Review ("SDR") to construct a nonresidential building larger than 20,000 square feet in area; (3) a Conditional Use Permit ("CUP") to allow outdoor commercial recreation use including a restaurant with alcohol sales, to establish the appropriate parking rate, and to allow construction of buildings taller than 18 feet; (4) a Modification

<sup>2</sup> This rendering has been referenced in local press about the Surf Project. *See* <https://www.ocregister.com/2025/10/30/support-for-orange-countys-first-wave-park-snug-harbor-a-sign-of-changing-attitudes/>

1 Permit to allow construction of retaining walls taller than eight feet in height from finish grade; and  
2 (5) certification of an Environmental Impact Report (“EIR”) to address reasonably foreseeable  
3 environmental impacts (collectively, the “Approvals”).

4 38. To justify its proposal, Back Bay Barrels adopted a tortured interpretation of the  
5 applicable Municipal Code zoning ordinance for the District. Back Bay Barrels asserted that because  
6 the District zoning ordinance permitted “outdoor commercial recreation,” the ordinance allowed a  
7 massive surf park.

8 39. This interpretation of the Municipal Code zoning ordinance, however, ignores the  
9 express language of the Municipal Code establishing the District for the sole purpose of ensuring  
10 the long-term use and viability of the Golf Course. Every use authorized within the District must be  
11 evaluated against, and must satisfy, that preservation mandate. In seeking authorization to remove  
12 the driving range, the pro shop, the restaurant, and three of the Course's eighteen holes, Back Bay  
13 Barrels did not identify a use compatible with the golf course's preservation.

14 **D. THE PUBLIC ACTED TO STOP THE SURF PROJECT AND PROTECT**  
15 **THE GOLF COURSE AFTER THE COUNCIL’S INITIAL APPROVAL.**

16 40. On October 28, 2025, the Council adopted Resolutions No. 2025-71, 2025-72, 2025-  
17 73, and 2025-74, collectively authorizing the Approvals for the Surf Project to move forward and  
18 decimate the Golf Course. Resolution No. 2025-71 approved the GPA. Resolution No. 2025-72  
19 approved the SDR, CUP, and Modification Permit, collectively filed as PA2024-0069. Resolution  
20 No. 2025-73 certified the Final EIR (State Clearinghouse No. 2024110238) and adopted the  
21 Mitigation Monitoring and Reporting Program. Resolution No. 2025-74 overrode the Orange  
22 County Airport Land Use Commission's determination of inconsistency with the 2008 John Wayne  
23 Airport Environs Land Use Plan (“AELUP”).<sup>3</sup>

24 <sup>3</sup> Pursuant to California Public Utilities Code section 21676(b), the City referred the Surf Project to the Orange  
25 County Airport Land Use Commission for review of consistency with the AELUP, because the Property is located  
26 approximately 0.4 miles southwest of John Wayne Airport (“JWA”) and is within the AELUP Notification Area.  
27 The ALUC determined the Surf Project to be inconsistent with the AELUP by a vote of 5 to 1. The ALUC  
28 specifically advised the City that: (a) the Project's multiple outdoor recreational and spectator areas create outdoor  
aircraft noise exposure that interior noise standards and disclosure signage cannot mitigate; (b) based on the City's  
own estimate of 5,000 to 10,000 spectators during special events, project occupancy could exceed land use  
compatibility standards; and (c) the Project would substantially increase the number of people located beneath  
existing approach and departure paths, with flight track data showing numerous aircraft passing adjacent to the site

1           41.     Resolution No. 2025-71, approving the GPA, specifically amended the General Plan  
2 to increase the development limit for the Property (as reflected on Table LU2 as Anomaly Number  
3 58) to 59,772 square feet—*nearly three times the prior limit under the General Plan*. The GPA  
4 did not alter the underlying land use designation for the Property or amend the Municipal Code  
5 provision establishing the District where the Property sits as anything other than intended to  
6 preserve the Golf Course.

7           42.     The City’s own findings acknowledged that without the GPA, the Surf Project could  
8 not proceed: the SDR/CUP findings expressly state that “[t]he Project requires a GPA to increase  
9 the maximum development limit identified in Table LU2 as Anomaly Number 58” and that “[t]he  
10 Project is consistent with the General Plan **as proposed to be amended** (emphasis added).”

11          43.     Accordingly, the General Plan consistency predicate underlying the Surf Project’s  
12 CUP and SDR approvals depend entirely upon the continued validity of Resolution No. 2025-71—  
13 the GPA.

14          44.     Following the City Council's October 28, 2025, authorization of the Approvals, a  
15 local opposition group called Save Newport Beach Golf Course organized a referendum campaign  
16 *specifically challenging Resolution No. 2025-71*. California law expressly authorizes such  
17 referendum campaigns. Indeed, Resolutions No. 2025-71 and 2025-72 themselves each expressly  
18 acknowledged—citing Elections Code section 9200 et seq. and *DeVita v. County of Napa* (1995) 9  
19 Cal.4th 763, 775—that the GPA approved by Resolution No. 2025-71 is a legislative act subject to  
20 referendum by the voters. The resolutions further noted that the Approvals—the SDR, CUP, and  
21 Modification Permit—are quasi-adjudicative approvals not independently subject to initiative or  
22 referendum—thus requiring a public challenge to the GPA to stop the Surf Project.

23          45.     The Save Newport Beach Golf Course collected more than 6,100 signatures from  
24 Newport Beach residents opposed to the GPA. As a result, and as later verified by the Orange  
25 County Registrar of Voters, the campaign was able to gather a sufficient number of valid signatures  
26 to qualify the matter for a ballot referendum.

27          46.     On January 27, 2026, the Council convened to address the qualified referendum  
28 \_\_\_\_\_  
at altitudes as low as 500 feet above mean sea level. The City Council disregarded these findings.

1 petition. The Council faced three options: (1) rescind Resolution No. 2025-71 outright; (2) place  
2 the referendum question on the June 2026 primary ballot; or (3) call a special election.  
3 Councilmember Erik Weigand stated that rescission was preferable to a ballot measure because the  
4 outcome would be identical and rescission would avoid any election expense.

5 47. At the January 27, 2026 Council Meeting, the City Council voted 6-0 to rescind  
6 Resolution No. 2025-71, thereby reinstating the General Plan’s pre-amendment development limit  
7 of 20,000 square feet for the Property, and undermining the General Plan consistency findings of  
8 all other Approvals for the Surf Project. No councilmember voted against rescission.<sup>4</sup> As far as the  
9 public understood, the Council’s rescission of the GPA meant the Surf Project would not and could  
10 not move forward, and the Golf Course would remain intact.

11 **E. THE CURRENT STATUS OF THE SURF PROJECT AND THE NEED FOR**  
12 **JUDICIAL RELIEF**

13 48. The GPA rescission should have ended the Surf Project and preserved the Golf  
14 Course. Unfortunately, it did not. Following the vote to rescind, Newport Beach City Manager  
15 Seimone Jurjis stated publicly the City’s position that the rescission of the GPA (Resolution No.  
16 2025-71) does not nullify the other Approvals (Resolution No. 2025-72, Resolution No. 2025-73,  
17 and Resolution No. 2025-74) because “that specific part of the approval focused only on square  
18 footage,” and that the CUP and environmental review “were not challenged and are still valid.” The  
19 City Manager further characterized the rescission as reducing the permissible development footprint  
20 from 59,772 square feet back to 20,000 square feet, leaving a smaller-scale project potentially  
21 available to Back Bay Barrels without completing a new entitlement review process.

22 49. Councilmember Erik Weigand also noted to multiple media outlets that a smaller-  
23 scale surf park facility could still be built under existing zoning, since outdoor recreational uses are  
24 already permitted, regardless of their consistency with the Golf Course.

25 50. A Newport Beach Planning Manager with the Department of Community  
26 Development, Benjamin Zebeda, recently echoed the City Manager’s position. In April 17, 2026

27 \_\_\_\_\_  
28 <sup>4</sup> Councilmember Noah Blom recused himself from the vote due to the appearance of a conflict of interest arising  
from a business partner with a financial interest in the Project.

1 testimony before the Coastal Commission, the Planning Manager testified that the Surf Project  
2 remains approved.

3           51. The City’s position that the Approvals granted by Resolution Nos. 2025-72, 73, and  
4 74 survive the rescission of Resolution No. 2025-71 is legally untenable and is the central issue  
5 presented by this Petition. Resolution Nos. 2025-72-74 cannot stand independently of the GPA  
6 because: (a) their central General Plan consistency findings were expressly made only as to the  
7 General Plan “*as proposed to be amended*”; (b) the Project as approved — comprising 59,772 square  
8 feet of development — exceeds the restored 20,000-square-foot development limit by nearly 200%;  
9 and (c) the EIR certified in support of the approval package analyzed a project that is fundamentally  
10 different in scope from any project that could lawfully be approved under the unamended General  
11 Plan. The rescission of the GPA has therefore rendered the CUP, SDR, and Modification Permit  
12 approved by Resolution No. 2025-72, as well as the findings of Resolution Nos. 2025-73 & 74,  
13 inconsistent with the Newport Beach General Plan on the face of the record and based solely on a  
14 Surf Project that could never happen.

15           52. Any new development of the Property — which will necessarily differ materially  
16 from the Surf Project — would require an entitlement review process based on the specific details  
17 of that new project. The General Plan is a public document. Any member of the public, any  
18 prospective developer, and any reviewing court must be able to look to its publicly available text to  
19 determine what uses are permissible on any given parcel. Newport Beach’s General Plan, as it stands  
20 today following rescission of Resolution No. 2025-71, prohibits the Surf Project and authorizes no  
21 surf park or wave pool development on the Property.

22           53. The City’s position that entitlements expressly conditioned on a GPA that no longer  
23 exists may nonetheless be exercised is precisely the kind of end-run around the General Plan’s  
24 constitutional authority over land use that the law does not allow. Based on the Council’s express  
25 findings that the Approvals depended on the GPA, over 6,100 Newport Beach residents exercised  
26 their right to challenge the GPA authorized by Resolution No. 2025-71 through the referendum  
27 process.

28           54. The Council then unanimously voted to rescind the GPA rather than place it before



1 under the existing CUP and other entitlements dependent on the GPA without further entitlement  
2 review — is the conduct giving rise to this cause of action. It is not a challenge to the City’s original  
3 decision to grant the CUP contingent on an amended general plan. It is a challenge to the City’s post-  
4 rescission assertion that the non-rescinded Approvals continue to authorize any surf park  
5 development on the Property at all.

6           60. Newport Beach Municipal Code Section 20.90.050(A) states that the “purpose and  
7 intent” of the District in which the Property sits is “to ensure the long-term use and viability of the  
8 Newport Beach Golf Course.” The parallel provision of the Newport Beach Local Coastal Program  
9 Implementation Plan, Section 21.90.030(A), contains identical language. These provisions establish  
10 the sole and mandatory purpose of the zoning district in which the Property sits. Any use authorized  
11 within the District — including “outdoor commercial recreation” — must be evaluated against, and  
12 must satisfy, this preservation mandate. An authorization to operate a commercial use on the  
13 Property that does not promote the long-term use and viability of the Golf Course is an authorization  
14 that exceeds the permissible scope of the District under the General Plan.

15           61. When the Council approved the CUP in Resolution No. 2025-72, it made a finding  
16 specifically addressing this preservation mandate. Resolution No. 2025-72, Exhibit C, Finding A,  
17 Fact 2, found that the Surf Project “is not designed to replace the entirety of the Golf Course’s  
18 operations” and would “introduce additional revenue generating activities and ancillary uses helping  
19 to ensure the future viability of the Golf Course.” That finding was made with respect to one specific  
20 project: the full Surf Project as submitted, comprising 79,533 square feet of construction,  
21 approximately five acres of surfing lagoons, a three-story 50,341-square-foot amenity clubhouse, a  
22 20-room athlete accommodation building, 351 parking spaces, and a projected daily attendance of  
23 1,400 visitors. The economic scale, operational profile, and revenue potential of that specific project  
24 were the basis for the Council’s conclusion that it would support the long-term viability of the golf  
25 course.

26           62. No such finding has been made — or could be made on this record — with respect  
27 to a reduced-scale surf park constrained to the 20,000-square-foot development limit. A surf park of  
28 that scale would be a fundamentally different project with fundamentally different economic

1 characteristics. The revenue model, attendance capacity, operational overhead, staffing  
2 requirements, parking demand, and capital investment profile of a 20,000-square-foot surf park  
3 would bear no meaningful resemblance to the project the Council analyzed and approved. Whether  
4 a project of that reduced scale and correspondingly reduced economic output would promote the  
5 long-term viability of the golf course — or whether it would instead operate as a competing draw on  
6 the same site without generating the revenue needed to subsidize golf operations — is an independent  
7 question that has never been presented to, analyzed by, or decided by the City Council or any other  
8 decision-making body. The existing CUP contains no such finding, because no such finding was  
9 sought, offered, or made.

10 63. The City’s post-rescission position — that the existing CUP authorizes a reduced surf  
11 park to proceed without new findings — is therefore a position that a commercial use may operate  
12 within the District without any determination that it satisfies the district’s mandatory Golf Course  
13 preservation purpose. That position contravenes Municipal Code section 20.90.050(A) and Newport  
14 Beach Local Coastal Program Implementation Plan section 21.90.030(A) as a matter of law. A CUP  
15 issued under the District cannot be repurposed to authorize a materially different project simply  
16 because both share a use category. The preservation mandate requires an affirmative finding,  
17 specific to the project being authorized, that the project will promote the long-term use and viability  
18 of the golf course. No such finding exists for any reduced-scale surf park development. Absent  
19 such a finding, the CUP cannot lawfully be used to authorize one.

20 64. Plaintiffs are therefore entitled to a writ of mandate directing the City that it may not  
21 authorize any surf park development to proceed under the existing Approvals, and to a declaration  
22 that the existing Approvals do not authorize surf park or wave pool development on the Property in  
23 the absence of a new finding, made on a specific project submitted for independent entitlement  
24 review, that such development will promote the long-term use and viability of the Golf Course as  
25 required by Municipal Code section 20.90.050(A) and Newport Beach Local Coastal Program  
26 Implementation Plan section 21.90.030(A).

27 ///

28 ///

1 **SECOND CAUSE OF ACTION**

2 **Declaratory Relief — Code of Civil Procedure § 1060 — The Existing Entitlements Cannot**  
3 **Authorize Any Surf Park or Wave Pool Development Following Rescission of the General**  
4 **Plan Amendment**

5 (Against All Defendants)

6 65. Plaintiffs incorporate by reference each and every allegation set forth above as though  
7 fully set forth herein.

8 66. An actual controversy exists between Plaintiffs and Defendants regarding the legal  
9 effect of the City Council’s rescission of Resolution No. 2025-71 on the remaining entitlements  
10 approved by Resolution Nos. 2025-72, 2025-73, and 2025-74. The City Manager and other City  
11 officials have taken the public position that the rescission of the GPA has no effect on the validity  
12 of the CUP, SDR, and Modification Permit approved by Resolution No. 2025-72, and that a surf  
13 park development may proceed under those approvals subject only to a reduction in permitted square  
14 footage to comply with the restored 20,000-square-foot development limit. Plaintiffs contend that  
15 position is legally untenable, that no surf park or wave pool development of any kind may proceed  
16 under the existing Approvals following rescission of the GPA, and that any proposed surf park  
17 development on the Property — regardless of scale — requires independent entitlement review  
18 starting from the beginning.

19 67. Resolution No. 2025-72 approved the Surf Project as a single, integrated  
20 development package. The CUP, SDR, and Modification Permit were not approved as abstract  
21 authorizations for a category of use; they were approved for a specific project — a project  
22 comprising 79,533 square feet of construction, two 5.1-million-gallon surf lagoons, a three-story  
23 50,341-square-foot amenity clubhouse, a 20-room athlete accommodation building, 351 parking  
24 spaces, and 71-foot light poles. Every finding in Exhibit C of Resolution No. 2025-72 was made  
25 with respect to that specific project. The conditions of approval in Exhibit B were crafted to address  
26 the operational characteristics of that specific project. The EIR certified by Resolution No. 2025-73  
27 analyzed the environmental impacts of that specific project. No approval in Resolution No. 2025-  
28 72 was made at any level of generality that would encompass a materially different development.

1           68.     The General Plan consistency findings in Resolution No. 2025-72 were expressly  
2 made only as to the General Plan “*as proposed to be amended.*” (Res. No. 2025-72, Exhibit C, Fact  
3 No. 3 in Support of Finding B, at p. 20-79.) A consistency determination that is expressly  
4 conditioned on a General Plan amendment falls when that amendment is rescinded. No deference  
5 is owed to a consistency finding that was conditioned on legal authority that has ceased to exist.  
6 With the rescission of Resolution No. 2025-71, the General Plan has not been amended. The  
7 development limit for Anomaly No. 58 has been restored to 20,000 square feet. The Surf Project as  
8 approved — at 59,772 square feet of development counting toward the limit — exceeds the restored  
9 limit by nearly 200 percent and is facially inconsistent with the unamended General Plan. The  
10 General Plan serves as a yardstick against which any proposed development may be measured: one  
11 should be able to take the Property, check it against the publicly available General Plan, and know  
12 what uses and what scale of development are permissible. Under the unamended General Plan, the  
13 answer is unambiguous: a 59,772-square-foot surf park is not permitted. No finding of General Plan  
14 consistency was ever made for the Surf Project under the unamended General Plan, because no such  
15 finding could be made.

16           69.     The City Manager’s suggestion that a smaller surf park — one constrained to 20,000  
17 square feet — could proceed under the existing Approvals is equally untenable. A surf park  
18 development materially different in scale, program, and operational character from the Proposed  
19 Project would require, at minimum: (1) a new or amended site development review, because the  
20 approved SDR was made with respect to the specific buildings, footprint, and site plan of the  
21 Proposed Project; (2) new or amended CUP findings, because the compatibility, parking, noise,  
22 lighting, and operational findings in Resolution No. 2025-72 were all tailored to the specific  
23 operational profile of the full Proposed Project; (3) new environmental review under CEQA, because  
24 the EIR certified by Resolution No. 2025-73 analyzed only the environmental impacts of the full  
25 Proposed Project, and a different project presents different impacts requiring independent analysis;  
26 and (4) a new General Plan consistency analysis establishing that the proposed development falls  
27 within the restored 20,000-square-foot limit. The existing entitlements cannot be repurposed to  
28 authorize a substitute project that was never analyzed, never found consistent with applicable law,

1 and never the subject of the public hearing process that produced them.

2 70. Plaintiffs are entitled to a judicial declaration pursuant to Code of Civil Procedure  
3 Section 1060 that: (a) the rescission of Resolution No. 2025-71 has rendered the entitlements  
4 approved by Resolution No. 2025-72 incapable of authorizing any surf park or wave pool  
5 development on the Property; (b) the only project that could have been built under Resolution No.  
6 2025-72 was the specific Surf Project as submitted and approved, which cannot be built under the  
7 restored General Plan development limit; (c) any surf park or wave pool development on the Property  
8 — regardless of scale or configuration — requires independent entitlement review including,  
9 without limitation, a new General Plan consistency analysis, a new site development review, a new  
10 conditional use permit with findings made on the specific project proposed, and new environmental  
11 review under CEQA; and (d) the existing approvals in Resolution Nos. 2025-72, 2025-73, and 2025-  
12 74 do not constitute authorization for any surf park or wave pool development on the Property in the  
13 absence of the rescinded GPA.

14 **THIRD CAUSE OF ACTION**

15 **Writ of Mandate and Declaratory Relief — Code of Civil Procedure §§ 1085, 1060 — The**  
16 **City Council Cannot Authorize Development on the Property That Would Disrupt the Long-**  
17 **Term Viability of Golf Course as an 18-Hole Golf Course**

18 (Against All Defendants)

19 71. Plaintiffs incorporate by reference each and every allegation set forth above as though  
20 fully set forth herein.

21 72. The Golf Course is, and has at all relevant times been, an 18-hole golf course. Its 18  
22 holes are distributed across three physically distinct portions of the overall Golf Course premises:  
23 holes 1, 2, and 9 are located on the central parcel (the Property); holes 3 through 8 are located on the  
24 southern portion; and holes 10 through 18 are located on the northern portion. Together, these 18  
25 holes constitute the Golf Course as it exists and as it is understood by the General Plan, the District,  
26 and the City in its land use approvals. The Property — as a parcel containing three holes that are  
27 integral to the 18-hole configuration of the Golf Course — is not merely adjacent to the Golf Course.  
28 It is a component of it.

1           73.     The General Plan’s PR designation, as applied to the Property through Anomaly No.  
2 58 of Table LU2, contemplates and protects the Golf Course in its existing 18-hole configuration.  
3 The PR designation identifies “golf courses” as a permitted use. When the General Plan designates  
4 a property as PR and identifies it as part of an existing golf course, that designation protects the golf  
5 course in its existing character and configuration. The Golf Course, as designated and regulated  
6 under the General Plan and the District, is an 18-hole course. The General Plan contains no provision  
7 that authorizes, contemplates, or makes findings supporting the permanent reduction of the Golf  
8 Course from 18 holes to a lesser number. The PR designation’s reference to “golf courses” as a  
9 permitted use is a reference to the golf course as it exists — not to a diminished version of it stripped  
10 of the three holes located on the Property.

11           74.     The District’s mandatory purpose — “to ensure the long-term use and viability of the  
12 Newport Beach Golf Course” — reinforces this conclusion. The golf course whose long-term use  
13 and viability the district was enacted to ensure is the Golf Course as it has existed and as the General  
14 Plan designates it: an 18-hole course. Permanently removing three of those holes from operation,  
15 as well as its driving range, practice facility, and clubhouse, is not a means of ensuring the long-term  
16 use and viability of an 18-hole golf course.

17           75.     The City’s post-rescission position that development may proceed on the Property  
18 under the existing entitlements would, if implemented, result in precisely this irreversible outcome  
19 inconsistent with the General Plan, the District’s mandatory purpose, and the public’s reasonable  
20 understanding.

21           76.     Authorizing development that permanently reduces the Golf Course from 18 holes to  
22 15 holes, and having no practice facility or clubhouse, requires at minimum, a General Plan  
23 amendment that specifically addresses and approves that reduction and loss of amenities — one that  
24 acknowledges the Golf Course will no longer operate as an 18-hole course with a practice facility  
25 and clubhouse, evaluates whether a 15-hole configuration with no driving range satisfies the PR  
26 designation’s requirement that the Property continue to function as a golf course, and makes findings  
27 that the reduced configuration is consistent with the General Plan’s goals and the District’s  
28 preservation purpose.

1           77. No such amendment has been made. Resolution No. 2025-71 amended only the  
2 development limit for Anomaly No. 58; it did not amend the PR designation, modify the District’s  
3 purpose clause in the Municipal Code or Local Coastal Program Implementation Plan, or make any  
4 finding regarding the permanent reduction of the golf course’s hole count and other amenities. With  
5 the rescission of Resolution No. 2025-71, even that limited and unrelated amendment no longer  
6 exists. The unamended General Plan and the unamended District provide no authority for any  
7 development that reduces the Golf Course below 18 holes and destroys its practice facility and  
8 clubhouse.

9           78. Plaintiffs are therefore entitled to a writ of mandate pursuant to Code of Civil  
10 Procedure Section 1085 directing the Council to refrain from authorizing, permitting, or otherwise  
11 approving any development on the Property that would result in the permanent removal of holes 1,  
12 2, or 9 from the Golf Course or that would otherwise disrupt its operation as an 18-hole golf course  
13 with a practice facility and clubhouse, absent a General Plan amendment that specifically addresses  
14 the reduction in the golf course’s configuration and makes findings that such reduction is consistent  
15 with the PR designation and the District’s mandatory preservation purpose.

16           79. Such a writ of mandate is necessary because the public statements of the City  
17 Manager and other City officials regarding the status of the Approvals constitute an official,  
18 authoritative declaration by the City that surf park development may proceed on the Property under  
19 the existing Approvals without further General Plan amendment. Real Party in Interest Newport  
20 Golf Club, as fee owner of the Property, may act in reliance on that declaration. Under California  
21 law, a property owner who makes substantial expenditures in good faith reliance on a validly issued  
22 permit may acquire a vested right to complete the development, even if the underlying permit is later  
23 determined to be unlawful. The CUP approved by Resolution No. 2025-72 expires by its own terms  
24 twenty-four months from October 28, 2025, unless exercised. That expiration date falls in October  
25 2027.

26           80. The City Manager’s position creates a material risk that the fee owner will seek and  
27 obtain building permits before that date and commence construction — including the irreversible  
28 demolition of the Golf Course infrastructure on the Property — in purported reliance on those

1 permits and on the City's assurances that the CUP remains valid. Once substantial construction  
2 expenditures are made and once the three golf holes and the practice facility on the Property are  
3 permanently removed, the harm to Plaintiffs and to the public interest in preserving the 18-hole golf  
4 course will be irreversible. No subsequent judicial determination can restore holes that have been  
5 physically demolished, nor can it undo construction commenced and substantially completed in  
6 reliance on what the City has publicly represented to be valid entitlements.

7       81.     The General Plan is the public's charter for land use in Newport Beach. The public  
8 participated in the referendum process, gathering over 6,100 signatures, precisely to ensure that the  
9 General Plan means what it publicly says and that development inconsistent with it cannot proceed.  
10 The City Manager's position — that the GPA's rescission is legally irrelevant to the remaining  
11 entitlements — threatens to nullify the practical effect of that democratic exercise by permitting  
12 Back Bay Barrels and Newport Golf Club to proceed with development inconsistent with the  
13 preservation of the Golf Course as long as they proceed before October 2027. Judicial intervention  
14 is required now to establish that the City's post-rescission position does not constitute lawful  
15 authorization for development, and that no vested right can arise from proceeding on a project that  
16 is inconsistent with the General Plan on its face.

17       82.     Plaintiffs are further entitled, either in conjunction with or in the alternative to a writ  
18 of mandate, to a declaration pursuant to Code of Civil Procedure Section 1060 that: (a) the General  
19 Plan's PR designation and the District's preservation purpose contemplate and protect the Golf  
20 Course as an 18-hole golf course; (b) the Council lacks authority under the unamended General Plan  
21 and the District to approve any development on the Property that would permanently remove golf  
22 holes and other essential amenities from the 18-hole Golf Course configuration, absent a General  
23 Plan amendment specifically addressing and approving that reduction; (c) neither the now-rescinded  
24 Resolution No. 2025-71 nor Resolution No. 2025-72, nor any currently existing entitlement,  
25 constitutes such an amendment or provides such authority; and (d) any development on the Property  
26 — at any scale — that requires the permanent removal of holes 1, 2, or 9 from the Golf Course, the  
27 practice facility, and the clubhouse is inconsistent with the unamended General Plan and the District  
28 and cannot proceed without independent General Plan amendment proceedings specifically

1 addressing the impact on such development on the long-term use and viability of the Golf Course.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as  
4 follows:

5 **On the First Cause of Action (Violation of Newport Beach Municipal Code §**  
6 **20.90.050(A) and Local Program Implementation Plan § 21.90.030(A)):**

7 1. For a peremptory writ of mandate pursuant to Code of Civil Procedure section 1085  
8 directing Respondents City of Newport Beach and City Council of the City of Newport Beach, and  
9 each of them, to refrain from authorizing, permitting, approving, or otherwise allowing any surf  
10 park, wave pool, or similar development to proceed on the Property under the entitlements approved  
11 by Resolution Nos. 2025-72, 2025-73, and 2025-74, or any of them, without first conducting a new  
12 entitlement review and making a specific finding, on the record of that review, that the proposed  
13 development will promote the long-term use and viability of the Golf Course as required by Newport  
14 Beach Municipal Code section 20.90.050(A) and Newport Beach Local Coastal Program  
15 Implementation Plan section 21.90.030(A);

16 2. For a judicial declaration pursuant to Code of Civil Procedure section 1060 that the  
17 entitlements approved by Resolution Nos. 2025-72, 2025-73, and 2025-74 do not authorize any surf  
18 park or wave pool development on the Property in the absence of a new, project-specific finding —  
19 made on a specific project submitted for independent entitlement review — that such development  
20 will promote the long-term use and viability of the Golf Course as required by Newport Beach  
21 Municipal Code section 20.90.050(A) and Newport Beach Local Coastal Program Implementation  
22 Plan section 21.90.030(A);

23 **On the Second Cause of Action (Declaratory Relief — Code of Civil Procedure § 1060):**

24 1. For a judicial declaration pursuant to Code of Civil Procedure section 1060 that:

- 25 (a) The City Council’s rescission of Resolution No. 2025-71, which had  
26 approved the General Plan Amendment increasing the development limit for  
27 the Property (Anomaly No. 58) from 20,000 square feet to 59,772 square feet,  
28 has rendered the entitlements approved by Resolution Nos. 2025-72, 2025-

1 73, and 2025-74 incapable of authorizing any surf park or wave pool  
2 development on the Property;

3 (b) The only project that could lawfully have been constructed under Resolution  
4 No. 2025-72 was the specific Surf Project as submitted and approved —  
5 comprising 79,533 square feet of construction (59,772 square feet counting  
6 toward the development limit), two 5.1-million-gallon surf lagoons, a three-  
7 story 50,341-square-foot amenity clubhouse, a 20-room athlete  
8 accommodation building, 351 parking spaces, and 71-foot light poles — and  
9 that project cannot lawfully be constructed under the restored 20,000-square-  
10 foot development limit of the unamended General Plan;

11 (c) Any surf park, wave pool, or materially similar development proposed on the  
12 Property, regardless of scale, scope, or configuration, requires independent  
13 entitlement review including, without limitation, (i) a new General Plan  
14 consistency analysis establishing consistency with the unamended General  
15 Plan and the restored 20,000-square-foot development limit; (ii) a new or  
16 amended site development review; (iii) a new conditional use permit with  
17 findings made on the specific project proposed; and (iv) new environmental  
18 review under the California Environmental Quality Act; and

19 (d) The entitlements approved by Resolution Nos. 2025-72, 2025-73, and 2025-  
20 74 do not, individually or collectively, constitute authorization for any surf  
21 park or wave pool development on the Property following the rescission of  
22 Resolution No. 2025-71;

23 **On the Third Cause of Action (Writ of Mandate and Declaratory Relief — Code of**  
24 **Civil Procedure §§ 1085, 1060):**

25 1. For a peremptory writ of mandate pursuant to Code of Civil Procedure section 1085  
26 directing Respondents City of Newport Beach and City Council of the City of Newport Beach, and  
27 each of them, to refrain from authorizing, permitting, approving, or otherwise allowing any  
28 development on the Property that would result in the permanent removal of golf holes 1, 2, or 9 from

1 the Golf Course, the removal or closure of the driving range, practice facility, or clubhouse, or that  
2 would otherwise disrupt the operation of the Golf Course as an 18-hole golf course, unless and until  
3 a General Plan amendment is adopted that specifically addresses and approves such reduction or  
4 disruption and includes findings that the reduced configuration is consistent with the PR designation  
5 and with the preservation purpose of the District set forth in Newport Beach Municipal Code section  
6 20.90.050(A) and Newport Beach Local Coastal Program Implementation Plan section  
7 21.90.030(A);

8 2. For a judicial declaration pursuant to Code of Civil Procedure section 1060 that:

9 (a) The General Plan's PR designation, as applied to the Property through  
10 Anomaly No. 58 of Table LU2, and the District's preservation purpose  
11 contemplate and protect the Golf Course as an 18-hole golf course with its  
12 existing driving range, practice facility, and clubhouse;

13 (b) The City Council lacks authority under the unamended General Plan and the  
14 District to approve any development on the Property that would permanently  
15 remove golf holes or other essential amenities from the Golf Course's 18-hole  
16 configuration, absent a General Plan amendment specifically addressing and  
17 approving such reduction;

18 (c) Neither Resolution No. 2025-71 (since rescinded), Resolution No. 2025-72,  
19 nor any other currently existing entitlement for the Property constitutes such  
20 a General Plan amendment or otherwise provides authority for any such  
21 development; and

22 (d) Any development on the Property, at any scale, that would permanently  
23 remove golf holes 1, 2, or 9, the driving range, the practice facility, or the  
24 clubhouse from the Golf Course is inconsistent with the unamended General  
25 Plan and the District and cannot lawfully proceed without independent  
26 General Plan amendment proceedings specifically addressing the impact of  
27 such development on the long-term use and viability of the Golf Course;

28 **On All Causes of Action:**

1           1.     For preliminary and permanent injunctive relief restraining and enjoining  
2 Respondents City of Newport Beach and City Council of the City of Newport Beach, and Real  
3 Parties in Interest Newport Golf Club, LLC and Back Bay Barrels, LLC, together with their  
4 respective officers, agents, employees, successors, assigns, and all persons acting in concert or  
5 participation with them, from issuing, accepting, applying for, exercising, or acting in reliance upon  
6 any building permit, grading permit, demolition permit, or other approval for the construction,  
7 development, or operation of any surf park, wave pool, or related facility on the Property, or for the  
8 removal, demolition, or disturbance of any golf holes, the driving range, the practice facility, or the  
9 clubhouse currently existing on the Golf Course, pending final resolution of this action and entry of  
10 judgment herein;


11           2.     For an award of attorneys' fees pursuant to Code of Civil Procedure section 1021.5,  
12 the private attorney general doctrine, and any other applicable statute, contract, or legal authority;

13           3.     For costs of suit incurred herein; and

14           4.     For such other and further relief as the Court deems just and proper.

15  
16 DATED: April 23, 2026

**KATZ RUBY & CARLE LLP**

17  
18 By:   
19                   Michael I. Katz  
20                   Nathan M. Carle  
21                   Victor H. Yu  
22                   Attorneys for Plaintiffs and Petitioners  
23  
24  
25  
26  
27  
28


**VERIFICATION**

STATE OF CALIFORNIA, COUNTY OF ORANGE

I, BENNY HALLOCK, declare as follows: I am the duly authorized representative of SAVE NEWPORT BEACH GOLF COURSE POLITICAL ACTION COMMITTEE, a Plaintiff and Petitioner in the above-entitled action, and am authorized to make this verification on its behalf. I have read the foregoing PETITION FOR WRIT OF MANDATE AND COMPLAINT and know its contents. The matters stated therein are true of my own knowledge, except as to those matters which are stated on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 22, 2026, at Newport Beach, California.



BENNY HALLOCK  
Authorized Representative of  
SAVE NEWPORT BEACH GOLF COURSE  
POLITICAL ACTION COMMITTEE

**VERIFICATION**

STATE OF CALIFORNIA, COUNTY OF ORANGE

I, STEVEN VICKERS, declare as follows: I am a Plaintiff and Petitioner in the above-entitled action. I have read the foregoing PETITION FOR WRIT OF MANDATE AND COMPLAINT and know its contents. The matters stated therein are true of my own knowledge, except as to those matters which are stated on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 22, 2026, at Newport Beach, California.

*Steven Vickers*  
Steven Vickers (Apr 23, 2026 08:46:26 PDT)

STEVEN VICKERS