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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10 SOUTHERN DIVISION

11 JASON MURCHISON,
12 Plaintiff,

13 v.

14 CITY OF NEWPORT BEACH,
15 CALIFORNIA,
16 Defendant.

Case No.: 8:25-cv-00155

COMPLAINT

17
18
19 **INTRODUCTION**

20 1. Plaintiff Jason Murchison is a father, veteran, and small business
21 owner. Jason also has a deep love for the ocean. Ever since he began surfing in
22 kindergarten, Jason has pursued a life in the water. He attended college in Hawaii to
23 allow him to develop his skills as a surfer, and then joined the U.S. Navy, eventually
24 becoming a Navy diver.

25 2. After honorably serving in the Navy, Jason graduated law school. He
26 completed a night school program while starting a surf-instruction business during
27 the day to support his education. When Jason’s surf-instruction business thrived, he
28 let his law career plans go.

1 3. Due solely to actions taken by Defendant City of Newport Beach (City),
2 the life that Jason has built for his family is in danger. A Newport Beach municipal
3 ordinance forbids anyone from giving paid surfing or stand-up paddleboard (SUP)
4 lessons on nearly nine miles of City beaches without a contract with the City. Despite
5 Mr. Murchison's multiple attempts to obtain a contract with the City—and despite
6 his willingness to hand the City a sizeable portion of the proceeds for the privilege—
7 he has been rebuffed each time with little explanation other than the City's view that
8 it has enough surf instructors.

9 4. Aside from being unfair and anticompetitive, the City's actions are also
10 unconstitutional and unlawful. Under the First Amendment to the United States
11 Constitution, the City cannot prohibit Mr. Murchison from instructing others on how
12 to surf. The Fourteenth Amendment to the U.S. Constitution also prohibits the City
13 from favoring certain similar beach activities over others. Further, the Sherman Act
14 forbids the City from monopolizing surf instruction within the City; and California's
15 Coastal Act does not permit the City to restrict access to the coast without a Coastal
16 Development Permit.

17 5. Mr. Murchison therefore seeks to vindicate his constitutional rights and
18 ensure that he can lawfully pursue his right to earn a living by teaching others how
19 to surf.

20 **JURISDICTION AND VENUE**

21 6. This action arises under the First and Fourteenth Amendments to the
22 United States Constitution; 42 U.S.C. § 1983; 15 U.S.C. §§ 2, 15; and the California
23 Coastal Act, Cal. Pub. Res. Code § 30000, *et seq.* This Court has jurisdiction over
24 the federal claims under 28 U.S.C. §§ 1331 (federal question) and 1343(a) (redress
25 for deprivation of civil rights). This Court has supplemental jurisdiction over the
26 state claim under 28 U.S.C. § 1367(a). Declaratory relief is authorized by the
27 Declaratory Judgment Act, 28 U.S.C. §§ 2201–2202.

1 7. Venue is proper in this Court under 28 U.S.C. § 1391(b) because
2 Defendant City of Newport Beach is located within this District and a substantial
3 part of the events giving rise to the claims occurred or will occur in this District.

4 8. Venue is proper in the Southern Division of this Court under 28 U.S.C.
5 § 84(c)(3) because Defendant is located within this division and a substantial part of
6 the events giving rise to the claims occurred or will occur in Orange County,
7 California.

8 **PARTIES**

9 9. Plaintiff Jason Murchison is a United States citizen and resident of
10 Orange County, California. Mr. Murchison is a professional surfing and SUP
11 instructor in Orange County, California.

12 10. Defendant City of Newport Beach is a California municipal corporation
13 located in Orange County.

14 **FACTUAL ALLEGATIONS**

15 **Newport Beach’s Restriction on “Instructional Activity”**

16 11. The Newport Beach Municipal Code prohibits anyone from providing
17 “any instructional activity for monetary consideration in a park, park facility, or on
18 a beach without first obtaining a written agreement from the Director [of the
19 Newport Beach Recreation and Senior Services Department] to conduct or perform
20 said instructional activity in a park, park facility, or on a beach.” Newport Beach
21 Muni. Code § 11.04.060(D) (Ordinance).

22 12. The Ordinance defines “instructional activity” as “any educational or
23 recreational program or activity involving individual, team, or group instruction that
24 is conducted or performed when there is monetary consideration provided for
25 participation in the program or activity that occurs in a park, park facility, or on a
26 beach.” *Id.* § 11.04.020.

27 13. Teaching others how to surf or SUP is an “instructional activity.”
28

1 14. The Ordinance does not set out any criteria or procedure for obtaining
2 a written agreement with City officials to provide an instructional activity in
3 exchange for compensation on City beaches and parks.

4 **Newport Beach Actively Enforces the Ordinance**

5 15. At least 13 providers have sought to obtain an agreement with Newport
6 Beach to teach paid surfing and SUP lessons on City beaches since 2012. However,
7 the City has agreements with only three companies even though two of the
8 companies provide instruction during summer months only.

9 16. As part of the City’s agreements with approved instructors, it receives
10 20-30% of the fees paid for surfing and SUP lessons.

11 17. On at least two occasions, Plaintiff Jason Murchison attempted to
12 obtain an agreement pursuant to the Ordinance to teach surf and SUP lessons but
13 was told that the City did not need any additional instructors.

14 18. The City posts signs near the beach stating “permit required” for “surf
15 school instruction,” with citation to the Ordinance provided and a statement that
16 violators “may be cited.”

17 19. In 2016, the City enforced the Ordinance against Plaintiff for allegedly
18 teaching paid surf lessons on City beaches without the necessary City-approved
19 agreement. Plaintiff was cited and then sued by the City. The lawsuit was settled in
20 2017.

21 20. In 2024, the City sought to enforce the settlement against Plaintiff in
22 Orange County Superior Court. That settlement is not being challenged in this case.

23 21. Other instructors have been threatened with citations by City officials
24 for teaching surf or SUP lessons on City beaches.

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1 **The Ordinance and the City’s Enforcement of**
2 **the Ordinance Limit the Public’s Access to the Coast**

3 22. The California Coastal Act mandates that any person “wishing to
4 perform or undertake any development in the coastal zone ... shall obtain a coastal
5 development permit.” Cal. Pub. Res. Code § 30600.

6 23. The City, as a municipality, is a “person” for section 30600 purposes.
7 *Id.* § 21066.

8 24. The City’s beaches are within the coastal zone.

9 25. A “development” requiring a Coastal Development Permit includes any
10 “change in the density or intensity of use of land,” or any “change in the intensity of
11 use of water, or of access thereto.” *Id.* § 30106.

12 26. The Ordinance and the City’s enforcement of the Ordinance is a
13 “development” requiring a Coastal Development Permit.

14 27. The City did not obtain a Coastal Development Permit prior to enacting
15 the Ordinance, nor has the City obtained a Coastal Development Permit since
16 enactment of the Ordinance to authorize enforcement of the Ordinance.

17 28. “Development shall not interfere with the public’s right of access to the
18 sea where acquired through use or legislative authorization, including, but not
19 limited to, the use of dry sand and rocky coastal beaches.” Cal. Pub. Res. Code
20 § 30211.

21 29. As mandated by Cal. Const. art. 10, § 4, “maximum access, which shall
22 be conspicuously posted, and recreational opportunities shall be provided for all the
23 people consistent with public safety needs and the need to protect public rights,
24 rights of private property owners, and natural resource areas from overuse.” Cal.
25 Pub. Res. Code § 30210.

26 30. The Coastal Act also seeks to “maximize public recreational
27 opportunities.” *Id.* § 30001.5.

1 31. The Ordinance is designed to limit instructors' access to City beaches
2 for the purpose of teaching others how to surf and SUP, and as a result, the Ordinance
3 necessarily limits access to the beach for members of the public who have fewer surf
4 and SUP instructors to choose from, thus deterring and reducing opportunities to
5 learn how to surf and SUP and access the coast.

6 32. In a statement in response to questions about the Ordinance, an official
7 with the California Coastal Commission stated: "Neither the Commission nor local
8 governments can regulate private activities on public beaches unless there are
9 impacts to coastal resources," and that so long as surf instructors "are not setting up
10 infrastructure, we don't see any impacts to coastal resources." Daniel Langhorne,
11 *Navy veteran puts spotlight on Newport's surfing lessons rules*, Newport Beach
12 Independent (Nov. 29, 2019).¹

13 33. Neither the Ordinance nor the substantive provisions of the Ordinance
14 that restrict beach access are included in or contemplated by the City's Local Coastal
15 Program or Coastal Land Use Plan. Both were first approved by the California
16 Coastal Commission in 2005 and subsequently amended, with the most recently
17 approved amendment occurring in 2019.

18 **Jason Murchison and His Surfing Business**

19 34. Mr. Murchison began surfing more than 30 years ago when he was a
20 kindergartner in Orange County, California. His love for surfing grew as it became
21 a welcome and relaxing respite from competitive sports.

22 35. That love eventually led him to the University of Hawaii where,
23 between classes, he developed his surfing skills on some of the best surf breaks in
24 the world.

25 36. After graduating from the University of Hawaii, Mr. Murchison joined
26 the United States Navy seeking to qualify as a SEAL. A career as a SEAL was not

27 _____
28 ¹ Available at <https://www.newportbeachindy.com/navy-veteran-puts-spotlight-on-newports-surfing-lesson-rules/>.

1 to be, however, and he instead became a Navy diver. After two years as a diver, he
2 was honorably discharged from the Navy.

3 37. Upon leaving the Navy, Mr. Murchison started law school. To support
4 himself while completing his legal studies, he enrolled in a part-time evening
5 program and began teaching surf lessons during the day. At the beginning, he was
6 teaching 2-3 students a week and barely covering his rent.

7 38. As time went on, Mr. Murchison's surf-instruction business grew. By
8 the time he completed law school in 2016, the business—Learn to Surf—was doing
9 well enough that he decided to operate and grow it full time. Now, he contracts with
10 about eight other instructors to provide year-round surfing and SUP lessons in
11 Orange County for surfers of all skill levels and ages. If not for the Ordinance,
12 Mr. Murchison would teach surf lessons in Newport Beach.

13 39. In addition to teaching surf and SUP lessons for a living, Mr. Murchison
14 has also donated his teaching time to the Wounded Warrior Project and drug
15 rehabilitation clinics.

16 40. Over the years, Mr. Murchison has taught individuals from all 50 states,
17 and at least 40 countries, how to surf and SUP.

18 **Antitrust Allegations**

19 41. The City has both monopoly and market power over surfing and SUP
20 lessons offered in Newport Beach, California. By virtue of the Ordinance, no one is
21 permitted to offer surfing or SUP lessons in the City unless the City has entered into
22 a contract with the provider that gives the City a substantial portion of the proceeds.
23 As a result, the City excludes all other competitors from the market for surfing and
24 SUP lessons offered in the City.

25 42. The City maintains a webpage where members of the public can obtain
26 information about surf and SUP lessons. Surf and SUP lessons with City-approved
27 providers can be booked and paid for through the City-owned and operated webpage.
28

1 In turn, the City disburses payment to approved providers after withholding its
2 payment.

3 43. Even though at least 13 individuals have formally inquired about
4 entering into an agreement with the City to provide surfing and SUP lessons in the
5 City, Defendant has contracted with only three providers.

6 44. The City's monopoly and market power over surfing and SUP lessons
7 offered in the City harms instructors like Mr. Murchison, as well as members of the
8 public seeking to hire instructors like Mr. Murchison, by depriving them of the
9 benefits of open competition in the market for surfing and SUP lessons in the City.

10 45. Being unable to offer surfing and SUP lessons in Newport Beach
11 significantly hampers the ability for surfing and SUP instructors to maintain and
12 grow successful businesses in Newport Beach. Due to the City's nearly nine miles
13 of beaches, it is a popular surfing and SUP destination for local individuals, as well
14 as visitors.

15 46. The City's enactment of the Ordinance constitutes an anticompetitive
16 act because of the limits it places on the market for surfing and SUP lessons offered
17 in Newport Beach. In addition, the City has engaged in other anticompetitive actions,
18 including: refusing to enter agreements with more than three providers; citing
19 instructors offering surfing and SUP lessons without an agreement pursuant to the
20 Ordinance; erecting signs along the beach to discourage members of the public from
21 taking lessons from instructors who do not possess an agreement with the City
22 pursuant to the Ordinance; and initiating litigation against instructors for allegedly
23 offering surfing lessons without possessing an agreement with the City pursuant to
24 the Ordinance.

25 47. The relevant product market is individual and group lessons in surfing
26 and SUP provided on beaches in exchange for compensation.
27
28

1 48. The relevant geographic market is Newport Beach, California. Because
2 the Ordinance only applies within the boundaries of Newport Beach, the City is a
3 distinct geographic market.

4 49. The City's enactment and enforcement of the Ordinance has harmed
5 competition in several ways noted above. In addition, because of the Ordinance's
6 facial prohibition on providing surfing and SUP lessons in Newport Beach, members
7 of the public have fewer options for obtaining lessons in those activities. And given
8 that the fees charged by approved providers are set through the City's contract with
9 approved providers, members of the public are unable to negotiate fees even with
10 approved providers.

11 50. Given public statements made by City officials at the time the
12 Ordinance was enacted, the City cannot provide any legitimate procompetitive
13 rationale for the Ordinance. The Ordinance is not justified by any genuine concern
14 over ensuring the public has a positive experience with surfing and SUP lessons,
15 including ensuring robust availability of lessons and affordable prices. Rather, the
16 Ordinance is only justified by concerns of administrative convenience and ensuring
17 that the City itself profits from for-profit instructional activities taking place on City
18 beaches.

19 51. Any benefits created by the Ordinance are significantly outweighed by
20 the substantial burdens placed on competition. Those burdens injure competition in
21 the surfing and SUP lessons market in Newport Beach by essentially prohibiting
22 competition. Instructors are injured by being unable to compete in Newport Beach,
23 and members of the public are injured by the lack of options for lessons in Newport
24 Beach and inflexibility in price.

25 52. The City's anticompetitive conduct has injured Mr. Murchison and
26 competition in the market for surfing and SUP lessons in Newport Beach.

27 53. The City's abuse of its monopoly and market power in the market for
28 surfing and SUP lessons in Newport Beach harms Mr. Murchison, other Orange

1 County instructors, and members of the public who seek out surfing and SUP lessons
2 in Newport Beach. For example, the City’s illegal exercise of its monopoly power
3 results in fewer instructors being able to earn a living in Newport Beach and gives
4 members of the public fewer options in obtaining lessons at affordable prices.

5 54. The City’s enactment and enforcement of the Ordinance has materially
6 and substantially injured Mr. Murchison by, among other things, reducing his ability
7 to earn income and maintain goodwill in the community.

8 55. The City’s unlawful monopolization and abuse of its market power has
9 also materially and substantially harmed competition and injured consumer welfare
10 by, among other things, reducing the public’s options in choosing surfing and SUP
11 instructors and reducing their ability to negotiate on price for those lessons.

12 56. If the Ordinance is not enjoined, harm to competition and injury to
13 Mr. Murchison and others will continue and increase substantially.

14 57. Mr. Murchison’s offering and providing of surfing and SUP lessons are
15 within the flow of, and have substantially affected, interstate trade and commerce.

16 58. Mr. Murchison’s clients rent surf boards, wet suits, and other gear from
17 him and his business that are manufactured and produced from outside of California.
18 Mr. Murchison’s clients also come from numerous states other than California to be
19 taught how to surf and SUP.

20 **CLAIMS FOR RELIEF**

21 **FIRST CAUSE OF ACTION**

22 **Violation of Plaintiff’s First Amendment Right to Freedom of Speech**

23 **(42 U.S.C. § 1983)**

24 59. Plaintiffs reallege and incorporate by reference all allegations contained
25 in the previous paragraphs.

26 60. An actual and substantial controversy exists between Plaintiff and
27 Defendant. Plaintiff has the right to instruct others on how to surf and SUP.
28

1 61. The First Amendment to the United States Constitution, as applied to
2 the States through the Fourteenth Amendment, protects Plaintiff's ability to teach
3 others how to surf and SUP, even when done on beaches within Newport Beach.

4 62. On its face and as enforced by Defendant, the Ordinance prohibits
5 Plaintiff from teaching others how to surf and SUP on beaches within Newport
6 Beach in exchange for compensation.

7 63. Prohibiting Plaintiff from teaching others how to surf on beaches within
8 Newport Beach burdens Plaintiff's right to free speech.

9 64. The Ordinance serves as a prior restraint on Plaintiff's speech. The
10 Ordinance includes no criteria upon which City officials are to decide whether to
11 enter agreements with prospective surf and SUP instructors to provide surf and SUP
12 instruction on City beaches. The Ordinance provides no procedure through which
13 appeals of City decisions can be made and resolved.

14 65. The Ordinance is not a valid time, place, or manner restriction on
15 speech because it is not content-neutral or narrowly tailored to serve a significant
16 governmental interest, nor does it leave open ample alternative channels for Plaintiff
17 to provide surf and SUP instruction in Newport Beach.

18 66. By prohibiting Plaintiff from teaching others to surf and SUP on
19 beaches within Newport Beach, Defendant maintains and actively enforces a set of
20 laws, practices, policies, and procedures under color of state law that deprives
21 Plaintiff of his right to free speech, in violation of the First Amendment to the United
22 States Constitution, as applied to the States through the Fourteenth Amendment and
23 42 U.S.C. § 1983.

24 67. Plaintiff has no adequate remedy at law to compensate for the loss of
25 his freedom of speech and will suffer irreparable injury absent an injunction
26 prohibiting Defendant's enforcement of the Ordinance's requirement that he refrain
27 from teaching others how to surf and SUP on beaches within Newport Beach unless
28 the City contracts with him to do so.

1 68. Plaintiff is therefore entitled to prospective declaratory and permanent
2 injunctive relief against continued enforcement of the Ordinance.

3 **SECOND CAUSE OF ACTION**

4 **Violation of Plaintiff’s Fourteenth Amendment Right to Equal Protection**
5 **(42 U.S.C. § 1983)**

6 69. Plaintiff realleges and incorporates by reference all allegations
7 contained in paragraphs 1–58.

8 70. An actual and substantial controversy exists between Plaintiff and
9 Defendant. Plaintiff has the right to equal protection under the law and to be free
10 from arbitrary and selective restriction of that right.

11 71. On its face and as enforced by Defendant, the Ordinance creates an
12 arbitrary and irrational distinction between beach uses by singling out paid
13 instructional activities for restriction.

14 72. By restricting paid instructional activities on beaches within Newport
15 Beach, but not unpaid instructional activities and paid non-instructional activities,
16 Defendant arbitrarily and irrationally maintains and actively enforces a set of laws,
17 practices, policies, and procedures under color of state law that deprives Plaintiff of
18 his right to equal protection, in violation of the Fourteenth Amendment to the United
19 States Constitution and 42 U.S.C. § 1983.

20 73. For example, the City has provided no explanation why an instructor
21 could teach a large group surfing lesson for free—or why an individual could busk
22 on the beach for tips—without the need for an agreement with the City, whereas
23 Plaintiff must obtain an agreement with the City before giving a surf lesson to even
24 a single person in exchange for a fee.

25 74. The Ordinance is not sufficiently tailored to serve a legitimate
26 government interest.

27 75. Plaintiff has no adequate remedy at law to compensate for the loss of
28 his right to equal protection under the law due to the Ordinance and will suffer

1 irreparable injury absent an injunction prohibiting Defendant’s enforcement of the
2 Ordinance’s restriction on instructional activities.

3 76. Plaintiff is therefore entitled to prospective declaratory and permanent
4 injunctive relief against continued enforcement of the Ordinance.

5 **THIRD CAUSE OF ACTION**

6 **Illegal Monopolization of Surf and SUP Instruction**

7 **(15 U.S.C. § 2)**

8 77. Plaintiff realleges and incorporates by reference all allegations
9 contained in paragraphs 1–58.

10 78. Surfing and SUP lessons is a relevant product market and Newport
11 Beach, California, is a relevant geographic market under the antitrust laws.

12 79. The City has monopoly power in the market for surfing and SUP
13 lessons offered in Newport Beach, California.

14 80. The City has willfully maintained its monopoly in the surfing and SUP
15 lesson market in Newport Beach, California.

16 81. The City of Newport Beach’s willful maintenance of its monopoly has
17 caused reduced competition, and that reduction in competition has caused antitrust
18 injury to Mr. Murchison and others.

19 **FOURTH CAUSE OF ACTION**

20 **Attempted Monopolization of Surf Instruction**

21 **(15 U.S.C. § 2)**

22 82. Plaintiff realleges and incorporates by reference all allegations
23 contained in paragraphs 1–58.

24 83. Surfing and SUP lessons is a relevant product market and Newport
25 Beach, California, is a relevant geographic market under the antitrust laws.

26 84. The City has, at least, market power in the market for surfing and SUP
27 lessons in Newport Beach, California.

1 85. The City has engaged in predatory and anticompetitive conduct in the
2 market for surfing and SUP lessons in Newport Beach, California.

3 86. The City has acted with the specific intent to monopolize the market for
4 surfing and SUP lessons in Newport Beach, California.

5 87. The City’s attempt to monopolize has caused reduced competition, and
6 that reduction in competition has caused antitrust injury to Mr. Murchison and
7 others.

8 **FIFTH CAUSE OF ACTION**

9 **Violation of California Coastal Act**

10 **(Cal. Pub. Res. Code § 30000, *et seq.*)**

11 88. Plaintiff realleges and incorporates by reference all allegations
12 contained in paragraphs 1–58.

13 89. The California Coastal Act seeks to “maximize public recreational
14 opportunities” and “maximum access” to the coast. Cal. Pub. Res. Code §§ 30001.5,
15 30210.

16 90. Surf and SUP lessons give members of the public the ability to access
17 the coast through a unique and ancient form. Through offering paid surf and SUP
18 lessons, instructors are also able to access the coast. By limiting the number of surf
19 and SUP instructors authorized to operate in Newport Beach, the Ordinance deprives
20 the public of options for safely learning how to surf and SUP, thus limiting access
21 to beaches within Newport Beach.

22 91. The California Coastal Commission stated in 2019 that “[n]either the
23 Commission nor local governments can regulate private activities on public beaches
24 unless there are impacts to coastal resources,” and that so long as surf instructors
25 “are not setting up infrastructure, we don’t see any impacts to coastal resources.” As
26 a result, the Commission views the Ordinance as restricting access to the coast.

27 92. Neither the Ordinance nor the substantive provisions of the Ordinance
28 that limit access to the coast were included in the City’s Local Coastal Program or

1 Coastal Land Use Plan. Because the City has an approved Local Coastal Program
2 and Coastal Land Use Plan, any amendment to the Program or Plan must be
3 submitted to the Coastal Commission. *See* Cal. Pub. Res. Code §§ 30512, 30514(a).
4 The Ordinance is an “amendment” requiring Coastal Commission approval because
5 it is a “revision[.]” of the Land Use Plan that “impose[s] further conditions,
6 restriction, or limitations” on land use that “conflict with” the Coastal Act’s policies
7 favoring maximum access and recreational opportunities. Cal. Code Regs. tit. 14,
8 § 13554(d)(3); *see* Cal. Pub. Res. Code §§ 30210, 30213.

9 93. The Ordinance is a “development” under the Coastal Act for which the
10 City must obtain a Coastal Development Permit prior to enacting and enforcing the
11 Ordinance. *See* Cal. Pub. Res. Code §§ 30500, 30600. The City has not sought or
12 obtained a Coastal Development Permit for the Ordinance.

13 94. The Ordinance is a “development” because its enforcement has and will
14 cause a “change in the density or intensity of the use of land” and “intensity of use
15 of water or access thereto” for numerous visitors to, and residents of, Newport Beach
16 by limiting the number of surf and SUP instructors in Newport Beach. *Id.* § 30106.

17 95. Plaintiff is therefore entitled, pursuant to Cal. Pub. Res. Code § 30803,
18 to prospective declaratory and injunctive relief restraining the City from enforcing
19 the Ordinance in any manner on beaches within the City.

20 **REQUEST FOR RELIEF**

21 WHEREFORE, Plaintiff respectfully requests the following relief:

22 A. A declaration that Newport Beach Muni. Code § 11.04.060(D), as
23 applied to Plaintiff: (1) violates the First and Fourteenth Amendments to the U.S.
24 Constitution; (2) establishes a monopoly in violation of the Sherman Act, 15 U.S.C.
25 § 2, or is an attempt to monopolize in violation of 15 U.S.C. § 2; and (3) violates the
26 California Coastal Act, Cal. Pub. Res. Code § 30000, *et seq.*;

27 B. A permanent injunction restraining Defendant and Defendant’s
28 officers, agents, affiliates, servants, successors, employees, and all other persons in

1 active concert or participation with Defendant from enforcing Newport Beach Muni.
2 Code § 11.04.060(D) against Plaintiff and all others who teach surfing and SUP
3 lessons on beaches within Newport Beach;

4 C. Judgment for Plaintiff and against Defendant for the deprivation of
5 Plaintiff's rights;

6 D. An award of nominal damages in the amount of \$1.00;

7 E. An award of attorney fees, costs, and expenses in this action pursuant
8 to 42 U.S.C. § 1988; and

9 F. Any further relief as the Court may deem just, necessary, or proper.

10 DATED: January 28, 2025.

11 Respectfully submitted,
12 CALEB R. TROTTER, SBN 305195
13 DONNA G. MATIAS, SBN 154268

14 By s/ Caleb R. Trotter
15 CALEB R. TROTTER

16 *Attorneys for Plaintiff Jason Murchison*