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11 Riley Cochran-Hernandez

12 **UNITED STATES DISTRICT COURT**

13 **EASTERN DISTRICT OF CALIFORNIA**

14 RILEY COCHRAN-HERNANDEZ,

15 Plaintiff,

16 v.

17 SAN JUAN UNIFIED SCHOOL
18 DISTRICT; JEFFRY REMINGTON;
19 MATT COSTA; and DOES 1–20,

20 Defendants.

Case Number:

COMPLAINT

(JURY TRIAL DEMANDED)

1 Plaintiff Riley Cochran-Hernandez, by and through his attorneys, Sweigart Murdock, LLP, for
2 a Complaint against Defendants San Juan Unified School District, Jeffry Remington, Matt Costa, and
3 Does 1–20, alleges and avers as follows:

4 **I. INTRODUCTION**

5 1. Plaintiff Riley Cochran-Hernandez spent years working toward his goal of being a high
6 school and college football player. His hard work, commitment, and athletic prowess, paid off at Del
7 Campo High School (“Del Campo”) in the San Juan Unified School District (“District”) when he joined
8 the football team and was on track to becoming a collegiate athlete.

9 2. Rather than foster a respectful, sportsmanlike culture that Riley and his teammates
10 deserved, Del Campo coaches Jeffry Remington and Matt Costa subjected Riley to treatment no child
11 should ever experience.

12 3. During his time on the Del Campo football team, Coaches Remington and Costa
13 engaged in racial and national-origin harassment, made discriminatory immigration-related comments,
14 disregarded medical directives and exacerbated a known injury, imposed unsafe conditioning practices
15 with restricted hydration, subjected students to humiliating and abusive treatment, and retaliated
16 against Riley after he and his father reported misconduct.

17 4. Coaches Remington and Costa’s abuse resulted in physical and emotional trauma for
18 Riley. Riley has a serious and painful long-term physical limitation that was completely avoidable.
19 Riley’s daily life is plagued by medical complications. The abuse he experienced coupled with the
20 disruption of his football career has caused Riley to experience significant emotional distress.

21 5. Riley’s account of what took place on the Del Campo football team is not mere
22 allegation. Before this case began, Riley initiated a formal Uniform Complaint Procedure investigation
23 by filing a complaint against Coaches Remington and Costa. Following a comprehensive investigation,
24 the District sustained the majority of Riley’s charges, conceding that various forms of gross misconduct
25 had taken place at Del Campo.

26 6. Despite its findings of significant misconduct, the District failed to provide Riley with
27 any meaningful relief. Though the District acknowledged the horrific treatment Riley experienced, it
28 did nothing to make up for the pain and suffering Riley experienced under its care and supervision.

1 receiving federal funds.

2 13. Defendant Jeffrey Remington (“Coach Remington”) is an individual who acted under
3 color of state law as an agent and employee of the District at all times relevant herein before being
4 dismissed for the misconduct at issue. He is being sued in his individual capacity.

5 14. Defendant Matt Costa (“Coach Costa”) is an individual who acted under color of state
6 law as an agent and employee of the District at all times relevant herein before being dismissed for the
7 misconduct at issue. He is being sued in his individual capacity.

8 15. Defendants DOES 1–20 are individuals and/or entities whose true names and capacities
9 are presently unknown to Plaintiff, including but not limited to administrators, supervisors, employees,
10 agents, and policymakers of the District. Each DOE Defendant participated in, authorized, ratified, or
11 failed to prevent the unlawful conduct alleged herein in some form or fashion. Plaintiff will amend this
12 Complaint to substitute their true names and capacities when discovered.

13 **IV. FACTUAL ALLEGATIONS**

14 **A. Riley’s Dream to Become a Football Player**

15 16. Riley’s dream to be a star football player began when he was four years old, when he
16 first began playing with a football. As Riley grew up, his love for football grew too, playing catch with
17 his father, and later, playing organized flag football in fifth grade.

18 17. With encouragement from his father, Riley continually strove to be a better football
19 player. While he was growing up, he would ask his father almost every day to take him to a high school
20 football field so he could practice. Football was not just a hobby; it was, in Riley’s words, his “lifeline.”

21 18. Eventually, Riley decided his goal was to attend and play football for the University of
22 Michigan, where his favorite player, Charles Woodson, had played. Riley dreamed not just of excelling
23 on the field, but also creating a positive legacy, as Woodson had.

24 19. Riley was consistently the underdog when he played sports. His teammates and coaches
25 would underestimate him, until he would prove his skill and dedication. In eighth grade, Riley had two
26 coaches who believed him and mentored him. These two coaches tried to convince Riley to attend
27 Foothill High School, but, unfortunately, Riley ultimately attended Del Campo.

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1 **B. Riley Joins the Del Campo Football Team.**

2 20. Riley began playing football at Del Campo his freshman year. His first year on the team
3 was a mixed bag. On the positive side, he met his best friend, A. R., the quarterback. The coaches,
4 particularly, Coach Costa however, gave Riley the impression that they disliked him. Despite this
5 obstacle, Riley excelled on the field, becoming the only member of the team with a receiving
6 touchdown that year.

7 21. During his sophomore year, Coach Costa's treatment of Riley became worse. Although
8 Riley had proven his abilities the prior year, Riley was only permitted to play approximately three
9 games due to the coaches' favoritism. Riley nonetheless excelled when he was given the opportunity
10 to play, which his statistics on the field made clear.

11 **C. The Del Campo Coaches Create a Hostile Environment for Riley.**

12 22. Despite his lifelong love for football and his dedication to the sport, Riley suffered years
13 of abuse at the hands of two members of the coaching staff: Coach Remington and Coach Costa, both
14 of whom held the title of Head Coach. Coach Costa was on the coaching staff throughout Riley's time
15 at Del Campo, and Coach Remington joined the team during Riley's junior year.

16 23. From his early days on the team, Coach Costa continually sidelined him and diminished
17 his contributions to the team, ignoring his exemplary performance when he was allowed to play.

18 24. The problems at Del Campo went far beyond favoritism.

19 25. Coach Costa instituted group punishment in response to isolated behavioral lapses,
20 forcing the boys to do bear crawls in 110 degree weather, leading the boys to burn their hands, a practice
21 Coach Remington continued after he joined the team.

22 26. Practices typically lasted approximately two to three hours, during which players were
23 permitted only one to two water breaks, regardless of the weather conditions.

24 27. Coach Costa (and later, Coach Remington) would also yell at the boys and belittle them.

25 28. Coaches Costa (and later, Coach Remington) repeatedly used profanity and derogatory
26 language in front of student-athletes during practices, team meetings, and training activities. Coach
27 Remington even used the N-word in front of students during practice. The racial slurs were directed at
28 and used in the presence of Black and other minority students, contributing to an environment of racial

1 hostility and fear in which students felt degraded, surveilled, and unsafe.

2 29. Coach Costa led recurring team rituals that required players to participate in humiliating
3 chants involving profane language. For example, coaches initiated a repeated call-and-response
4 exercise in which a coach would ask, “What does it smell like?” and players were expected to respond
5 with profane phrases such as “like s—” or “bulls—.” These rituals were conducted publicly in front of
6 teammates, served no legitimate instructional purpose, and were designed to demean and embarrass
7 players as a form of control and intimidation.

8 30. Coach Costa routinely used demeaning and profane language toward players and staff
9 during practices and team activities. This included calling players derogatory names, using explicit
10 profanity to criticize performance, and directing vulgar insults at individual students in front of their
11 peers. The profanity was not isolated or incidental, but pervasive, and contributed to an environment
12 in which verbal abuse was normalized and students were subjected to ridicule rather than constructive
13 coaching.

14 **D. Riley Takes Leave from the Del Campo Football Team to Recover from the Abusive**
15 **Environment.**

16 31. Sadly, Riley fell out of love with football, as the coaches’ abusive and mean-spirited
17 conduct eclipsed his innate passion for the game. Riley therefore made the difficult decision of staying
18 off the football field his junior year, deciding to focus on his mental health, which was in poor shape
19 because of how he was treated on the football team.

20 32. While Riley made the difficult decision of staying off the team his junior year, he
21 promised his dad—and himself—that he would return to the team his senior year.

22 33. When Riley rejoined the team, things seemed okay—at first. The team was focused
23 mainly on conditioning (running, lifting weights), and Riley did not face any immediate problems.

24 **E. Coach Remington Forced Riley to Play with an Injured Leg.**

25 34. Everything changed for the worse when Riley pulled a muscle in his leg, which turned
26 out to be a torn quadriceps muscle in early March 2025. Riley’s coaches should have recognized the
27 severity of this injury and put Riley’s health first. Coach Remington, however, failed to take his injury
28 seriously, even though Riley presented a doctor’s note asking that Riley rest for a week until he could

1 receive an MRI. Coach Remington criticized other players who took time off to recover from quad
2 injuries and dismissed Riley's injury in front of his teammates. Coach Remington told Riley that if he
3 did not practice, he would be removed from the team. Coach Remington further dismissed Riley's
4 doctor's note because it was from his primary care physician.

5 35. Determined to stay on the football team and prove himself, Riley continued playing
6 with his injured leg. After playing a game of seven-on-seven, Riley was unable to run, and eventually
7 the pain became so bad that he could not walk. Riley returned to the doctor and learned that the muscle
8 tear now extended from his knee to close to the top of the leg. Because the coaches refused to let Riley
9 heal, he now would be unable to play football for nine weeks. Riley was distraught.

10 36. Riley presented Coach Remington with the new note and pictures of his leg. Coach
11 Remington brushed it off again, but this time let Riley follow the doctor's instructions.

12 **F. The Del Campo Coaches Exclude Riley from a Team Trip to Tahoe.**

13 37. In the summer of 2025, while Riley was recovering from his leg injury, he eagerly
14 awaited a team trip to Tahoe, where the boys would camp and play football. Riley understood he could
15 not play football in his injured condition, but he was nonetheless excited to join his friends and
16 teammates for a camping trip. Growing up in a low-income household with a single parent, Riley had
17 never gone on a camping trip, and he was extremely excited.

18 38. Coach Remington and Coach Costa punished Riley—whether in retaliation for his
19 injury or due to gratuitous cruelty—by disinviting him from the Tahoe camping trip. Coach Costa told
20 Riley that the camp told Del Campo that Riley could not attend in his injured state. To add insult to
21 injury, the coaches delivered the news on Father's Day (June 15, 2025), ruining the day for both Riley
22 and his father.

23 39. Following the District's investigation, Riley learned that the camp would have allowed
24 Riley to attend, but Coach Remington and Coach Costa made an executive decision not to allow Riley
25 to attend, abusing their authority and violating District rules in so doing.

26 **G. Riley Complains About the Del Campo Coaches and Faces Retaliation.**

27 40. As bad as things were at Del Campo, they became worse. The coaches tried to isolate
28 Riley and bullied him to increasing extents.

1 41. During a team activity in the spring of 2025, Coach Remington addressed the team and
2 made a comment referencing Immigration and Customs Enforcement (“ICE”) and a monetary figure
3 of “\$1,500,” the comment suggesting to students that immigrant students or those without legal status
4 could be reported to federal immigration authorities for enforcement action and implying a financial
5 dimension to such reporting. The comment was made to a group that included Hispanic and immigrant
6 students. Riley, who is of Hispanic descent, was present and understood the comment as a reference to
7 students of his background and community. The comment was not a private remark but was delivered
8 in a team setting where all players could hear it.

9 42. When someone created an anonymous Instagram account to disparage members of the
10 Del Campo coaching staff, on or around July 28, 2025, Coach Costa falsely, and without any basis,
11 accused Riley of being the culprit.

12 43. The last straw for Riley was when he learned that the coaches discussed badmouthing
13 his best friend A. R. to colleges.

14 44. Shortly after the meeting with the principal, Coach Remington and Coach Costa began
15 retaliating against Riley.

16 45. Riley had finally earned a starting spot on the football team, but Coach Remington and
17 Coach Costa removed him from the starting lineup just one day after the meeting. They even tried to
18 pressure Riley into quitting the team. Fortunately, Riley’s father helped strengthen Riley’s resolve so
19 that he would not succumb to the coaches’ pressure and bullying.

20 46. On July 29, 2025, Riley joined two Del Campo Coaches, multiple players, and his father
21 in a meeting with Del Campo’s principal, where they explained what Coach Remington and Coach
22 Costa had subjected them to on the football team, including their use of the N-word, and other racists
23 and sexist comments. Riley mentioned how the abuse began when he was a freshman but that nothing
24 had ever been done about it.

25 47. On August 22, 2025, when Del Campo had its first game of Riley’s senior season, Coach
26 Remington and Coach Costa only permitted Riley to step on the field twice.

27 48. During Riley’s second and third games, his injured leg began to hurt and went numb.

28 49. On September 8, 2025, the Monday after the third game, Coach Remington and Coach

1 Costa told Riley that he was cut from the football team, saying they overheard Riley tell a teammate
2 that he never played for a team that cannot read defense. This was obvious pretext, as it was clear Riley
3 was cut from the team out of retaliation for telling the principal about the abuse he faced on the team.

4 50. That same day, Riley was removed from the Del Campo football team's official group
5 chat, which was maintained on the Band application.

6 51. In or around September 2025, Riley was excluded from the Del Campo football team's
7 official photo shoot.

8 **H. The District's Uniform Complaint Procedure Process Revealed Shocking Misconduct**
9 **by Coach Remington and Coach Costa.**

10 52. On or around July 30, 2025, Riley's father initiated a formal Uniform Complaint
11 Procedure process based on Coach Remington and Coach Costa's mistreatment of him.

12 53. The District conducted a comprehensive investigation and sustained almost all Riley's
13 allegations. Its investigatory report, which is attached as **Exhibit 1**, confirms the multifaceted and
14 years-long pattern of abuse Riley alleged above. The District's findings include the following:

- 15 a. Coach Remington pressured Riley to continue practicing despite a documented injury
16 and without an appropriate referral for further evaluation.
- 17 b. Coach Remington used the N-word in the presence of students during practice,
18 constituting discriminatory and harassing behavior in violation of the District's Board
19 Policy and professional standards.
- 20 c. Coach Remington engaged in discriminatory conduct in violation of the District's Board
21 Policy and nondiscrimination laws by suggesting that players could receive a monetary
22 award for reporting fellow students to ICE.
- 23 d. Coach Remington engaged in unprofessional and inappropriate conduct by making
24 disparaging comments about a colleague in front of students, violating the District's
25 Board Policy and contributing to a hostile environment for staff and students.
- 26 e. Coach Costa forced students to participate in a bear crawl drill under extreme and unsafe
27 conditions, resulting in physical harm to students, including dehydration, heat-related
28 illness, and severe blistering on their hands, amounting to unreasonable physical activity

1 outside the statutory exception in Education Code § 49001.

- 2 f. Coach Costa engaged in repeated demeaning and profane verbal conduct toward players
3 and staff, amounting to verbal bullying in violation of the District's Administrative
4 Regulations and professional standards.
- 5 g. Coach Costa led a team ritual that constituted verbal and social/relational bullying in
6 violation of the District's Administrative Regulations, which fostered an intimidating
7 and demeaning environment for students.
- 8 h. Coach Costa, in turning away a Black father who wanted to join the coaching staff,
9 communicated in a manner and acted inconsistently with fair and nondiscriminatory
10 hiring practices, in potential violation of the District's Board Policy.
- 11 i. Coach Remington and Coach Costa limited water breaks and did not provide adequate
12 care for student-athletes during football practices, constituting bullying and a failure to
13 provide safe and reasonable athletic conditions in violation of the District's
14 Administrative Regulations.
- 15 j. Coach Remington and Coach Costa engaged in intimidation and harassment of Riley in
16 violation of the District's Board Policy by targeting and pressuring Riley with the goal
17 of removing him from the football team.
- 18 k. Coach Remington and Coach Costa intentionally restricted Riley from attending the
19 Tahoe camping trip, amounting to a misuse of authority and a prohibited action under
20 the District's Administrative regulations.
- 21 l. Coach Remington and Coach Costa retaliated against Riley for participating in the
22 District's complaint process by discussing strategies to remove Riley from the team,
23 reducing his playing time, and ultimately removing him from the team, violating the
24 District's anti-retaliation Board Policy.

25 54. While the District sustained the majority of Riley's complaints about Coach Remington
26 and Coach Costa, it lacked evidence to sustain other charges, such as Riley's allegation that Coach
27 Remington grabbed another student by the neck and pushed him, that Coach Costa engaged in corporal
28 punishment or inappropriate use of physical force, that Coach Costa engaged in inappropriate

1 socialization or made inappropriate disclosures to students, and that Coach Remington and Coach
2 Costa intended to interfere with players' collegiate opportunities. The District further declined to make
3 a specific finding as to whether Coach Costa falsely accused him of creating an Instagram account that
4 made disparaging comments about the Del Campo coaching staff. With the benefit of discovery, Riley
5 fully expects to prove these allegations as well.

6 55. Following the District's completion of the UCP investigation and its issuance of written
7 findings sustaining the allegations against the Del Campo coaching staff, Coach Remington and Coach
8 Costa were removed from their positions with the football program. The termination of the coaching
9 staff was itself a formal admission by the District that the misconduct was serious, substantiated, and
10 incompatible with the continued employment of the individuals responsible.

11 **I. Riley Rejoins the Del Campo Football Team.**

12 56. After the investigation concluded and the coaching staff was terminated, Riley had to
13 fight to be reinstated to the team, only to be excluded from meaningful participation during the
14 remainder of the season due to his still-healing injury. At the end-of-season awards ceremony, rather
15 than receiving any acknowledgment of his perseverance through extraordinary adversity, Riley was
16 publicly presented with a "most drama" award in front of his teammates—a gratuitous act of
17 humiliation that confirmed for Riley, in unmistakable terms, that the institution had never seen him as
18 a victim. Riley was only restored to the team's group chat on the Band application on October 28,
19 2025, three days before the last game, when a team mom needed information from Riley.

20 **J. Riley Has Suffered Substantial Physical and Emotional Harm.**

21 57. As a result of these events, Riley has suffered profound and enduring physical,
22 psychological, and developmental harm.

23 58. Riley's removal from the football team devastated him. The goal and passion he spent
24 nearly his entire life working toward was gone. Riley realized he lost the opportunity to play football
25 in college and beyond.

26 59. Riley's physical injuries are serious, ongoing, and of uncertain long-term prognosis.
27 What began as a torn quadriceps—an injury that should have resolved with rest—was transformed by
28 Defendants' deliberate disregard of medical directives into a complete quadriceps tear extending from

1 the knee to the top of the leg. Forced to practice while injured, to compete in seven-on-seven games
2 despite being unable to walk without pain, and ultimately to forgo the rest his treating physician
3 prescribed, Riley suffered a catastrophic worsening of his condition that required an extended period
4 of supervised rehabilitation. As of the filing of this Complaint, Riley has been diagnosed with
5 peripheral nerve damage to his injured leg—a complication physicians attribute to the aggravation of
6 the original injury. Riley has been prescribed medication to manage persistent nerve pain. The full
7 extent of the nerve damage has not yet been determined, and his treating providers have not yet been
8 able to advise him whether his condition will stabilize, require surgical intervention, or result in
9 permanent impairment. Riley regularly experiences prolonged episodes of complete numbness in his
10 leg lasting approximately an hour and a half, during which he is unable to walk normally. These
11 episodes recur without warning and interfere with Riley’s ability to engage in ordinary daily activities.

12 60. Riley’s psychological injuries are equally severe. Having been stripped of his starting
13 position as punishment for reporting misconduct, excluded from a team bonding trip—a trip he had
14 never been able to take in any other context, given the financial circumstances of his household—and
15 ultimately cut from the team while an investigation into his coaches’ misconduct was ongoing, Riley
16 suffered a devastating loss of identity and purpose. He watched the season continue without him. He
17 attended a rival game and broke down in tears watching his teammates practice, knowing that his dream
18 had been taken from him—not by failure or lack of ability, but by the very adults charged with
19 developing and protecting him. His academic performance declined. A five-year relationship ended
20 under the weight of his emotional deterioration. He stopped watching football on television because
21 the sight of it brought back the full force of what he had lost.

22 61. Riley sought and continues to receive professional mental health treatment as a direct
23 result of the events described in this Complaint. Despite that treatment, he reports that therapy has
24 provided limited relief and that he continues to mask his suffering at school, presenting a composed
25 exterior to his peers while struggling internally with anxiety, depression, and a profound loss of
26 motivation.

27 62. Riley’s college and professional athletic prospects have been materially and potentially
28 permanently foreclosed. Having missed the entirety of his senior season’s meaningful competitive play

1 during the critical period for collegiate recruitment, Riley received no offers, no legitimate exposure,
2 and no opportunity to demonstrate the ability that his previous coaches recognized and that he had
3 spent his entire life developing. His best friend and former teammate went on to be ranked among the
4 top players in California during the same season that Riley was sidelined, retaliated against, and
5 ultimately cut.

6 **V. EXHAUSTION OF REMEDIES**

7 63. Prior to filing suit, Riley satisfied the administrative prerequisite to filing suit by filing
8 a Government Claims Act notice on the District for all claims for which administrative exhaustion was
9 required.

10 **VI. CLAIMS FOR RELIEF**

11 **COUNT I**

12 **Title VI – Hostile Educational Environment**

13 **(All Defendants)**

14 64. Riley incorporates all prior paragraphs as if fully set forth herein.

15 65. At all relevant times, the District and its schools, including Del Campo, were recipients
16 of federal financial assistance and therefore subject to the nondiscrimination requirements of Title VI
17 of the Civil Rights Act of 1964.

18 66. Riley was subjected to severe, pervasive, and objectively offensive harassment on the
19 basis of race and national origin, including the repeated use of racial slurs by coaching staff,
20 discriminatory comments invoking immigration enforcement against immigrant and Hispanic students,
21 and discrimination against a Black father who tried to join the coaching staff. Defendants had actual
22 knowledge of this harassment through multiple reports to school administrators, staff observations, and
23 the District's own investigation conducted pursuant to the Uniform Complaint Procedure.

24 67. Despite this actual knowledge, Defendants responded with deliberate indifference. The
25 District failed to take prompt and effective action to stop the harassment, allowed the conduct to persist
26 until an external complaint forced intervention, and permitted the same staff members to continue
27 supervising and interacting with students. In its written findings, the District ultimately sustained the
28 allegations of discriminatory conduct, confirming that Defendants' response was clearly unreasonable

1 in light of the known circumstances and resulted in a hostile educational environment that deprived
2 Riley of equal access to the educational benefits and opportunities provided by the District.

3 68. Defendants' failure to take prompt and effective corrective action was clearly
4 unreasonable in light of the known circumstances, satisfying the deliberate indifference standard under
5 Title VI.

6 69. As a direct and proximate result of Defendants' wrongful conduct, Riley suffered loss
7 of educational and athletic opportunities, emotional distress, and other damages.

8 **COUNT II**

9 **Title VI Retaliation**

10 **(All Defendants)**

11 70. Riley incorporates all prior paragraphs as if fully set forth herein.

12 71. Riley and his parent engaged in activity protected under Title VI when they reported
13 and opposed discriminatory conduct, including racial harassment and national-origin discrimination,
14 and when they participated in the District's Uniform Complaint Procedure investigation.

15 72. Defendants had actual knowledge of Riley's protected activity. Coaching staff and
16 administrators were aware of the complaints and the ongoing investigation at the time they took adverse
17 actions against Riley.

18 73. After and because Riley engaged in protected activity, Defendants subjected Riley to
19 materially adverse actions that would dissuade a reasonable student from making or supporting a
20 complaint of discrimination. These actions included reducing his participation and playing time,
21 subjecting him to heightened scrutiny and hostility, levying false accusations against him, and
22 ultimately removing him from the team.

23 74. The timing and circumstances of Defendants' actions, including staff discussions about
24 pressuring Riley to quit or creating a justification for his removal, demonstrate a causal connection
25 between Riley's protected activity and the adverse actions taken against him. Defendants' asserted
26 reasons for these actions were pretextual and not supported by legitimate, non-retaliatory
27 considerations.

28 75. In its written Uniform Complaint Procedure findings, the District sustained the

1 retaliation allegation, confirming that the adverse actions taken against Riley were linked to his
2 protected complaints and constituted retaliation in violation of Title VI and its implementing
3 regulations.

4 76. Even after the District sustained a majority of the allegations against Coach Remington
5 and Coach Costa, and Riley was allowed back on the football team, he still faced retaliation in the form
6 of the “most drama” award, which was publicly bestowed on him in front of his teammates in an act
7 of humiliation.

8 77. As a direct and proximate result of Defendants’ retaliatory conduct, Riley suffered loss
9 of educational and athletic opportunities, emotional distress, and other damages, and was chilled from
10 fully exercising his rights to report discrimination and participate in protected complaint processes
11 without fear of reprisal.

12 **COUNT III**

13 **42 U.S.C. § 1983 – Equal Protection**

14 **(All Defendants)**

15 78. Riley incorporates all prior paragraphs as if fully set forth herein.

16 79. At all relevant times, Defendants acted under color of state law within the meaning of
17 42 U.S.C. § 1983.

18 80. Riley is a member of protected classes and was entitled to the equal protection of the
19 laws as guaranteed by the Fourteenth Amendment to the United States Constitution.

20 81. Defendants, through their employees and agents, intentionally subjected Riley to
21 disparate and adverse treatment based on race and national origin. This conduct included the repeated
22 use of racial slurs by coaching staff, discriminatory comments invoking immigration enforcement
23 against immigrant and Hispanic students, and the toleration of a hostile and intimidating environment
24 that singled out students belonging to protected classes.

25 82. Defendants had actual knowledge of this discriminatory conduct and failed to take
26 prompt and effective corrective action. Instead, Defendants allowed the conduct to persist, permitted
27 the same staff members to continue supervising students, and took no meaningful steps to protect Riley
28 from further discrimination until compelled to act through the formal complaint process.

1 83. Defendants' actions and omissions were intentional, discriminatory, and not rationally
2 related to any legitimate governmental or educational objective. Similarly situated students who did
3 not belong to Riley's protected classes were not subjected to comparable harassment, intimidation, or
4 adverse treatment.

5 84. As a direct and proximate result of Defendants' conduct, Riley was denied equal access
6 to the educational benefits, services, and opportunities provided by the District, including participation
7 in athletics free from discrimination, safety from racial hostility, and a supportive learning
8 environment.

9 85. The discriminatory conduct described herein was carried out pursuant to Defendants'
10 customs, practices, and deliberate indifference, including a culture that tolerated racial harassment,
11 discouraged reporting, and failed to supervise or discipline staff despite known misconduct.

12 86. Defendants' violations of Riley's right to equal protection caused Riley substantial
13 harm, including emotional distress, loss of educational and athletic opportunities, and other damages
14 for which Defendants are liable under 42 U.S.C. § 1983.

15 **COUNT IV**

16 **42 U.S.C. § 1983 – Due Process**

17 **(All Defendants)**

18 87. Riley incorporates all prior paragraphs as if fully set forth herein.

19 88. At all relevant times, Defendants acted under color of state law within the meaning of
20 42 U.S.C. § 1983.

21 89. Riley possessed protected liberty and property interests under the Fourteenth
22 Amendment, including the right to be free from arbitrary governmental action, the right to pursue
23 educational opportunities without unjustified interference, and the right to be free from stigmatizing
24 punishment imposed without notice or a meaningful opportunity to be heard.

25 90. Defendants deprived Riley of these protected interests when they excluded him from
26 team activities, reduced his participation and playing time, and ultimately removed him from the
27 football program without providing notice of the alleged basis for these actions, without affording Riley
28 or his parent an opportunity to respond, and without any meaningful procedural safeguards.

1 91. Defendants' actions were not routine coaching decisions but constituted punitive and
2 retaliatory measures that carried significant consequences for Riley's education and future prospects.
3 Riley's removal from the team occurred during a critical recruiting period, effectively foreclosing his
4 ability to pursue collegiate athletic opportunities and scholarships and impairing his access to
5 postsecondary educational benefits.

6 92. Defendants' actions also imposed a stigmatizing injury on Riley by signaling to peers,
7 staff, and third parties that Riley had engaged in misconduct or was unfit to participate, despite the
8 absence of any disciplinary finding, rule violation, or legitimate athletic justification. This stigma,
9 combined with the tangible loss of opportunities, constituted a deprivation of liberty without due
10 process of law.

11 93. Defendants' conduct was arbitrary, capricious, and conscience-shocking, particularly
12 given that Riley was a minor, was acting pursuant to medical restrictions, and had engaged in protected
13 activity by reporting misconduct. Defendants failed to follow their own policies and procedures and
14 instead exercised unchecked discretion in a manner divorced from legitimate educational objectives.

15 94. Riley was entitled, at minimum, to notice of the reasons for his exclusion and an
16 opportunity to respond before being deprived of participation and related educational opportunities.

17 95. The deprivation of Riley's protected interests occurred pursuant to Defendants'
18 customs, practices, and deliberate indifference, including a failure to implement adequate procedures
19 governing exclusion from extracurricular activities, tolerance of retaliatory decision-making by staff,
20 and ratification of punitive actions without procedural review.

21 96. As a direct and proximate result of Defendants' violations of Riley's procedural and
22 substantive due process rights, Riley suffered emotional distress, reputational harm, loss of educational
23 and athletic opportunities, and other damages for which Defendants are liable under 42 U.S.C. § 1983.

24 **COUNT V**

25 **Negligence**

26 **(All Defendants)**

27 97. Riley incorporates by reference all prior allegations as though fully set forth herein.

28 98. Defendants owed Riley a duty of care as a minor student-athlete participating in a

1 school-sanctioned extracurricular program. This duty arose from the special relationship between a
2 school and its students, from Defendants’ voluntary assumption of supervisory responsibility over
3 Riley’s physical welfare during practices, training, and competition, and from California statutes and
4 regulations governing the safety of student athletes, including those requiring schools to follow
5 physician directives regarding the participation of injured students.

6 99. Defendants breached this duty through multiple acts and omissions. Riley presented
7 coaching staff with a physician’s note on March 11, 2025, documenting a significant injury and
8 directing him to refrain from athletic participation pending further evaluation. Rather than honor that
9 directive, Coach Remington and Coach Costa dismissed it, minimized the injury, and threatened Riley
10 with removal from the team if he did not continue to practice. Defendants thereby placed a seventeen-
11 year-old student in the position of choosing between his medical welfare and his roster spot. He chose
12 the sport, because Defendants gave him no reasonable alternative. He played through escalating pain
13 in seven-on-seven competition until he could no longer walk, and was only permitted to rest after a
14 second medical evaluation confirmed a full quadriceps tear. Defendants’ conduct in requiring and
15 coercing Riley to practice while injured, despite written medical instruction to the contrary, constituted
16 a breach of the standard of care applicable to scholastic athletic supervisors.

17 100. In addition, and in the alternative, Defendants are liable under a theory of negligence
18 per se. California Health and Safety Code § 124235 and associated regulations governing youth athletic
19 programs impose mandatory injury-management requirements on schools and their coaching
20 personnel. The California Interscholastic Federation (“CIF”) rules and California Education Code
21 provisions governing student athlete health impose specific, non-discretionary obligations on coaches
22 and schools, including the requirement to comply with return-to-play directives issued by treating
23 physicians. These statutes and regulations were enacted for the protection of a class of persons—minor
24 student-athletes—against precisely the type of harm that occurred here: aggravated physical injury
25 resulting from premature or coerced return to athletic participation while medically restricted.
26 Defendants’ violation of these statutory obligations constitutes negligence per se, and Riley is entitled
27 to rely on this theory without the burden of establishing breach through expert testimony regarding the
28 standard of care.

1 101. Defendants' negligence was a direct and proximate cause of Riley's injuries. The initial
2 quadriceps tear was a manageable, recoverable condition. Because Defendants compelled Riley to
3 continue practicing on that injury, it progressed into a complete quadriceps tear with complications
4 extending from the knee to the upper leg. Because the tear was not permitted to heal under medically
5 appropriate conditions, Riley subsequently developed peripheral nerve damage in the affected limb.
6 As of the date of this filing, Riley's physicians have not determined the full extent of the nerve damage,
7 cannot yet advise whether Riley will experience permanent functional impairment, and have prescribed
8 medication for ongoing nerve pain. Riley's nerve damage represents a foreseeable consequence of the
9 progressive injury that Defendants' breach caused or substantially contributed to. The District has itself
10 admitted in its UCP findings that coaching staff disregarded physician directives concerning Riley's
11 injury.

12 102. The District is vicariously liable for the negligent acts of its employees and agents,
13 including Defendants Remington and Costa, who acted within the scope of their employment when
14 they directed and supervised Riley's athletic activities. The District is independently liable for its own
15 negligence in failing to adopt, implement, or enforce policies requiring coaching staff to comply with
16 physician directives, to report student injuries to administrators, and to protect student-athletes from
17 harm caused by coerced participation while medically restricted.

18 103. As a direct and proximate result of Defendants' negligence, Riley has suffered physical
19 injury, nerve damage of uncertain permanence, ongoing pain, impaired mobility, the need for
20 prescription medication and continuing medical care, loss of athletic opportunities during a critical
21 developmental and recruitment period, and associated economic and non-economic damages in
22 amounts to be proven at trial.

23 **COUNT VI**

24 **Intentional Infliction of Emotional Distress**

25 **(All Defendants)**

26 104. Riley incorporates by reference all prior allegations as though fully set forth herein.

27 105. Coach Remington and Coach Costa's conduct toward Riley was extreme and
28 outrageous. Riley was a minor student-athlete who had devoted his entire life to a single dream. He

1 arrived at Del Campo not as a problem, but as a young man of uncommon commitment who had already
2 overcome years of playing beneath coaches who overlooked him, who had taken a year away from the
3 sport to protect his mental health, and who returned for his senior year—with a promise to his father—
4 determined to compete and be seen.

5 106. The conduct at issue goes well beyond that which is expected in a lawful scholastic
6 athletic program or which a reasonable student should be expected to endure. Coach Remington and
7 Coach Costa used racial slurs in front of students, made thinly veiled threats of immigration
8 enforcement targeting Hispanic youth, forced students to perform bear crawls in 110-degree heat until
9 their hands were burned, subjected players to ritualized humiliation designed to demean and control,
10 dismissed a physician’s written medical directive and threatened a physically injured minor with
11 removal from the team if he did not play through the pain, deliberately excluded Riley from the team’s
12 camping trip on Father’s Day based on a lie about him not being allowed at the campsite, stripped him
13 of his starting position without cause the day after he appeared before the school principal to report
14 misconduct, and schemed among themselves to manufacture a pretext to cut him. They then cut him.
15 After an investigation substantiated the bulk of these allegations and the coaching staff was removed,
16 Defendants permitted Riley’s reinstatement but ensured he could not play due to his still-unresolved
17 injury. At the post-season awards ceremony, rather than acknowledge the ordeal Riley had endured,
18 the coaches gave him a “most drama” award and let his teammates laugh.

19 107. Defendants’ conduct was intentional and, in the alternative, reckless with respect to its
20 effect on Riley. The sequence of adverse actions taken against Riley after he engaged in protected
21 activity were not accidents of scheduling or judgment. They were deliberate acts, designed to punish a
22 minor for speaking the truth about his coaches. The District has itself sustained the retaliation finding.
23 Defendants knew what they were doing to Riley, and they did it anyway.

24 108. As a direct and proximate result of Defendants’ extreme and outrageous conduct, Riley
25 has suffered severe emotional distress. He attends school each day performing normalcy for his peers
26 while struggling with anxiety, depression, a loss of identity, and a pervasive sense of betrayal by the
27 adults who were charged with protecting him, each of which are so severe he has physical
28 manifestations of the distress. He sought professional mental health treatment, which continues. He

1 lost a five-year relationship. His grades declined. He no longer watches football on television. The
2 sport that gave his life structure, direction, and hope has been so thoroughly contaminated by what
3 Defendants did that it now causes him pain to see it. The emotional harm Riley is real, ongoing, and
4 the foreseeable product of Defendants' intentional and retaliatory campaign against a seventeen-year-
5 old boy who did nothing wrong except tell the truth.

6 109. Defendants are jointly and severally liable for Riley's damages under this Count. The
7 District is liable for the acts of its employees and agents acting within the scope of their employment,
8 and is independently liable for its ratification and tolerance of the conduct described herein. Riley is
9 entitled to compensatory and punitive damages in amounts to be proven at trial.

10 **COUNT VII**

11 **Violation of California Education Code § 220 — Discrimination and Retaliation in a State-**
12 **Funded Educational Program**

13 **(All Defendants)**

14 110. Riley incorporates by reference all prior allegations as though fully set forth herein.

15 111. California Education Code § 220 provides that no person shall be subjected to
16 discrimination in any program or activity conducted by any educational institution that receives state
17 funding on the basis of, among other protected characteristics, race, color, national origin, or ethnicity.
18 The District is a public educational institution that receives state funds and is therefore subject to the
19 mandates of § 220.

20 112. Defendants subjected Riley to discrimination on the basis of race and national origin in
21 the District's athletic programs. This discrimination included, without limitation: the repeated use of
22 racial slurs by coaching staff in the presence of Riley and other minority students; the making of
23 comments invoking immigration enforcement targeted at Hispanic and immigrant students in a manner
24 intended to demean and intimidate; the creation and maintenance of a hostile and racially charged
25 environment in which Riley and other minority students were subjected to treatment that was offensive,
26 degrading, and incompatible with equal educational opportunity; and the disproportionate adverse
27 treatment of Riley in connection with his participation in the football program, including his removal
28 from the team following his engagement in protected complaint activity.

1 113. California Education Code § 220 independently prohibits retaliation against a person
2 for opposing discriminatory practices or for filing a complaint, testifying, or participating in any
3 proceeding under the Education Code’s nondiscrimination provisions. Riley and his parent engaged in
4 protected activity under § 220 by reporting the discriminatory and harassing conduct of the coaching
5 staff to school administrators and by participating in the District’s UCP investigation. Following that
6 protected activity, Riley was subjected to the series of adverse actions described in this Complaint,
7 including exclusion from team activities, reduction in playing time, removal from the team, and the
8 post-investigation public humiliation of the “most drama” award.

9 114. Unlike the deliberate indifference standard applicable to institutional liability under
10 federal Title VI, California Education Code § 220 imposes liability where a district knew or reasonably
11 should have known of discriminatory conduct and failed to take prompt and effective remedial action.
12 The District knew of the coaching staff’s racially hostile conduct through Riley’s report to the school
13 principal, the principal’s receipt of that report, the UCP investigation that followed, and the District’s
14 own findings sustaining the discrimination allegations. Despite this knowledge, the District failed to
15 take prompt and effective action to remediate the discriminatory environment before Riley was harmed,
16 and failed to provide Riley with any meaningful remedy after the investigation was concluded. This
17 failure constitutes a violation of § 220’s nondiscrimination mandate and its anti-retaliation provisions.

18 115. As a direct and proximate result of Defendants’ violations of California Education Code
19 § 220, Riley suffered discrimination, harassment, retaliation, deprivation of equal access to educational
20 programs and activities, emotional distress, physical injury, loss of athletic and educational
21 opportunities, and other compensatory and non-economic damages in amounts to be proven at trial.
22 Riley is also entitled to an award of attorney’s fees and costs pursuant to California Code of Civil
23 Procedure § 1021.5 and any other applicable provision of California law.

24 **VII. PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff Riley Cochran-Hernandez prays for relief and judgment as follows:

- 26 A. General, special, and consequential damages in an amount to be proven at trial.
27 B. Punitive damages.
28 C. An award of attorney’s fees and costs to the extent authorized by law or statute.

1 D. Preliminary and permanent injunctive relief.

2 E. Such other and further relief that this Court may deem just and proper.

3 Date: April 16, 2026

SWEIGART MURDOCK, LLP

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Counsel for Plaintiff

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JURY DEMAND

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Plaintiff Riley Cochran-Hernandez respectfully demands a trial by jury on all claims and issues for which a jury trial is authorized by law.

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Date: April 16, 2026

SWEIGART MURDOCK, LLP

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