

NEW YORK STATE SUPREME COURT  
COUNTY OF ULSTER

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ERIC F. COPPOLINO,  
Plaintiff,  
-against-

**VERIFIED COMPLAINT**

LUMINARY PUBLISHING, JASON STERN,  
BRIAN MAHONEY, and HILLARY HARVEY,  
Defendants.

Index No.: 19-1998  
Draft v. 10.1.3

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Plaintiff ERIC F. COPPOLINO, proceeding *pro se*, as and for his Verified Complaint, alleges as follows, upon information and belief:

**PARTIES, JURISDICTION, AND VENUE**

1. At all times mentioned herein, Plaintiff ERIC COPPOLINO (“Plaintiff”) was and is a natural person residing in the State of New York, Ulster County, at [your address].
2. At all times mentioned herein, Defendant LUMINARY PUBLISHING (“Defendant LUMINARY”) was and is a domestic business corporation, having its principle place of business located at 314 Wall Street, 2nd Floor, Kingston, New York.
3. At all times mentioned herein, Defendant LUMINARY was and is duly incorporated under the laws of the State of New York, and that at all times mentioned herein, Defendant LUMINARY was and is registered to do business in the State of New York, Ulster County, maintaining an agent for service of process at 314 Wall Street, 2nd Floor, Kingston, New York.
4. At all times mentioned herein, Defendant JASON STERN (“Defendant STERN”) was and is a natural person residing in the State of New York, Ulster County, at [Stern’s home address].

*This document was prepared with the assistance of counsel admitted in New York.*

5. At all times mentioned herein, Defendant BRIAN MAHONEY (“Defendant MAHONEY”) was and is a natural person residing in the State of New York, Ulster County, at 26 Jarrold Street, Kingston, NY, 12401.

6. At all times mentioned herein, Defendant HILLARY HARVEY (“Defendant HARVEY”) was and is a natural person residing in the State of New York, Ulster County, 26 Abeel St., Kingston, NY, 12401.

7. Jurisdiction over Defendant LUMINARY is properly based upon Defendant LUMINARY maintaining its principle place of business and an agent for service of process in Ulster County, State of New York.

8. Jurisdiction over Defendants STERN, MAHONEY, and HARVEY is properly based upon their residency in Ulster County, State of New York.

9. Jurisdiction in the Supreme Court, Ulster County is proper because the amount of relief sought exceeds the monetary jurisdictional limits of any and all lower courts which would otherwise have jurisdiction.

10. Venue is properly based in the Supreme Court of New York, County of Ulster, as the events complained of herein occurred in Ulster County, and all of the parties reside in or have their principle place of business located in Ulster County.

#### **MATERIAL FACTS**

11. Defendant LUMINARY is a publishing company operating in Ulster County.

12. Defendant LUMINARY publishes a magazine entitled *Chronogram*, which has a readership of approximately 50,000 people.

13. At all times mentioned herein, Defendants STERN, MAHONEY were owners and/or operators of Defendant LUMINARY.

14. From approximately 2004 to on or about May, 2018, Defendant HARVEY was an independent contractor of Defendant LUMINARY.

15. Plaintiff COPPOLINO was an independent contractor of Defendant LUMINARY from on or about March, 1996, until on or about May 24, 2018, and wrote a regular column for Defendant LUMINARY's *Chronogram* publication.

16. Plaintiff's columns and social commentaries were a mainstay of the magazine throughout Plaintiff's tenure with Defendant LUMINARY.

17. Defendants LUMINARY, STERN, MAHONEY, and HARVEY (collectively, "Defendants"), negligently, recklessly, and knowingly published a series of defamatory statements about Plaintiff that they knew, or had reason to know, were false and harmful to Plaintiff's reputation and professional career.

18. As a direct and proximate result of the aforesaid defamatory statements, Plaintiff was released from his contract working for Defendant LUMINARY on or about May 24, 2018; was fired as an employee by Radio Kingston Corp. and was released from his contract from Omega Institute in or about April 2018; and was removed from the faculty of a scientific astrology conference in or about May 2018. As a direct and proximate result of the aforesaid defamatory statements, Plaintiff suffered significant and measurable damage to his reputation and professional career.

19. On or about February 1, 2018, after thoroughly vetting its contents, Defendant LUMINARY published an article written by Plaintiff entitled "Take a Step Back," which was critical of the so-called "#MeToo" movement – a recent social movement that supports and encourages women to publicize their allegations of sexual assault and attempts to "de-platform" alleged abusers (i.e., get them fired).

20. Specifically, Plaintiff's article supported the worthy aims of the "#MeToo" movement -- particularly ending sexual harassment -- but denounced what he saw as the lack of due process and the expectation that anonymous accusations must be taken at face value and uncritically believed that, in his view, this movement entailed. Plaintiff also wrote that male survivors needed to be treated equitably by the "#MeToo" movement and elsewhere.

21. Soon after the publication of the aforementioned article, Defendants privately obtained a letter from one of their close associates, that contained vague implications of some unspecified but admittedly consensual behavior involving Plaintiff that allegedly occurred more than 22 years earlier, which the letter's author claimed made her uncomfortable in retrospect when she later thought back on the claimed events.

22. Within a matter of days, Defendant HARVEY, then an editor-at-large for Defendant LUMINARY, published a post on Facebook declaring the Plaintiff a predator with no personal knowledge of him, and soliciting any and all negative information or stories about the Plaintiff, requesting that women bring allegations of sexual misconduct against Plaintiff.

23. After Defendants became aware of one or more false allegations about Plaintiff, gathered by Defendant HARVEY from anonymous sources (which alleged relatively innocuous behavior in the context of #MeToo), they hired an outside investigator (Ryan Poscablo, Esq., a former Assistant United States Attorney) to make a determination of the facts, supposedly in an effort to provide Plaintiff with "due process."

24. This investigation cleared Plaintiff of any and all wrongdoing, as Defendants have already conceded. As Defendant STERN *admitted* to Plaintiff on or about May 20, 2018, in a transcribed telephone call, **"The result of a very extensive investigation was nothing — was that the attorney [Poscablo] said, no, there's nothing here...that was Ryan's final word."**

25. Nevertheless, despite the fact that this supposed “due process” cleared Plaintiff of all allegations, Defendants not only fired Plaintiff, they went on to publish false, misleading, and injurious statements, fallaciously claiming that the investigation into “serious allegations” against Plaintiff had revealed an unacceptable “pattern of behavior” which justified his termination.

26. These false, misleading, and injurious statements communicated to the public in no uncertain terms that the investigation had determined that serious allegations against Plaintiff were true, when Defendants were fully aware that there were no such allegations and that, in their own words, “the result of [the] very extensive investigation was nothing.”

27. These defamatory statements published by Defendants on or about July 1, 2018, read in relevant parts as follows:

Once the April issue was published, a friend of the letter writer posted the letter in its entirety on their Facebook page, including the last paragraph describing the encounter with Eric. #MeToo wheels started turning. This triggered an outpouring of stories about Eric, on social media and elsewhere. A meeting was held of those who had stories to share. A spokesperson of sorts emerged. I was contacted by the spokesperson and met with them. I was told that there were serious allegations against Eric brought forward by a number of people, but not specifically what they were. At this point, we engaged an outside investigator to gather information and speak with members of our community, including Eric himself.

Before I speak further about the outcome of the investigation, a few words on due process. We all have our critics, our detractors, those who would like to see us receive a karmic comeuppance of some sort, personal or professional. If the totality of my own behavior was scrutinized under a white-hot spotlight, I'm sure some unflattering stories would emerge. Who could say otherwise? The idea of an investigation and an intentional process is to understand allegations in context and be able to consider the findings with a cool head. As Eric himself has noted, the prime criticism of #MeToo has been a lack of due process for the accused. (A point brought up in S. Lillian Horst's letter to the editor on page 22.) *Chronogram* chose to undertake a third-party investigation because we did not want to railroad anyone without due process. As I was aware of how the investigation was conducted, I am confident in its integrity.

While the findings of the investigation are confidential, what I found out led me to sever *Chronogram's* longstanding relationship with Eric Francis Coppelino. It revealed a

pattern of behavior not aligned with the values of this publication and the community it represents.

- <https://www.chronogram.com/hudsonvalley/make-choices-have-reasons/Content?oid=5286944>

28. This statement contains multiple misrepresentations and outright falsehoods.

29. It is a false, misleading, and injurious statement that, “In late February of this year, we received a letter to the editor from a woman about Eric Francis Coppolino's column in the February issue, which dealt with #MeToo.” In fact, this letter contained vague allegations of a fully consensual sexual encounter, so it is false, misleading, and injurious to state that the letter “dealt with #MeToo,” which is a movement concerned with sexual misconduct and non-consensual behavior. It is also false, misleading, and injurious to state that “we received a letter to the editor.” In fact, this letter was privately obtained via coordination with a close friend and longtime associate of Defendants.

30. It is a false, misleading, and injurious statement that, “This [publication of the aforementioned letter] triggered an outpouring of stories about Eric, on social media and elsewhere.” In fact, Defendants specifically requested such stories about Plaintiff. The so-called “trigger” for receiving any stories about Plaintiff was Defendants’ seemingly urgent call to the general public soliciting such stories, not the publication of the letter.

31. It is a false, misleading, and injurious statement that, “A meeting was held of those who had stories to share. A spokesperson of sorts emerged. I [Defendant MAHONEY] was contacted by the spokesperson and met with them.” In fact, these “meetings” did not happen spontaneously as Defendants’ statement suggests; instead, they were arranged and hosted by Defendants. Similarly, a spokesperson did not simply “emerge” organically; this spokesperson was in fact Defendant HARVEY, the same person who put out the call to the public requesting

negative stories about Plaintiff. Defendants' account is highly misleading, including when they allege that they were "contacted by the spokesperson and met with them," because it suggests that the events described were an organic reaction by the public (aside from Defendants), when in fact, it is merely an account of the Defendants' own coordination amongst themselves for the purpose of producing a basis for terminating Plaintiff's employment.

32. It is a false, misleading, and injurious statement that, "I was told that there were serious allegations against Eric brought forward by a number of people." In fact, Defendants were well aware that the worst of the allegations against Plaintiff consisted of an alleged account of a *consensual* sexual encounter with one person, and flirting with a few women which ceased after they expressed disinterest. In the explicit context of #MeToo, which is normally concerned with allegations of harassment, rape and sexual assault, Defendants' statement that the relatively mild claims allegedly made against the Plaintiff are "serious accusations" is baldly defamatory.

33. It is a false, misleading, and injurious statement that, "Chronogram chose to undertake a third-party investigation because we did not want to railroad anyone without due process." In fact, this investigation was initiated in order to create the *appearance* of due process and defame Plaintiff while providing a pretext to terminate him, not to provide *actual* due process. Defendants had already decided to terminate Plaintiff regardless of the investigation's results, as evidenced by the fact that they did so despite the investigation finding no wrongdoing whatsoever. Since Defendants had already decided to fire Plaintiff whether or not the investigation found wrongdoing, and then *concealed the results of the investigation* when it found nothing, it is obvious that Defendants were not interested in any sort of "due process," so this statement is false, misleading and injurious. (What definition of "due process" involves a secret investigation with secret charges and a secret verdict? This is not just Kafkaesque; it is

Kafka. Those were the precise circumstances the protagonist faced in *The Trial*.) This false characterization of the investigation as “due process” lent legitimacy to Defendants’ final conclusions about Plaintiff’s conduct, and left the false impression that “serious allegations” against him had been proven when Defendants knew that was not the case.

34. It is a false, misleading, and injurious statement that, “While the findings of the investigation are confidential, what I found out led me to sever Chronogram's longstanding relationship with Eric Francis Coppolino.” In fact, as Defendants have conceded, the investigation revealed “nothing,” so it is impossible that its findings led Defendants to terminate Plaintiff. These findings were kept confidential in order to conceal that fact and prevent Plaintiff’s rightful exoneration in the eyes of the public, while preserving Defendants’ pretext to fire and defame Plaintiff.

35. It is a false, misleading, and injurious statement that, “It revealed a pattern of behavior not aligned with the values of this publication and the community it represents.” This is completely false for several reasons. First, the findings of the investigation did not reveal *any* pattern of behavior; they revealed (in Defendant STERN’s own words) “nothing.” All allegations were gathered secondhand from third parties who allegedly spoke with anonymous sources unrelated to the investigation. This false statement artificially adds a veneer of credibility to the allegations by suggesting that they were supported by the investigation. Second, Defendants concede that the investigation actually exonerated Plaintiff and failed to find any pattern of behavior not aligned with the values of the publication and community. Third, Plaintiff never engaged in any behavior whatsoever that was “not aligned with the values of the publication and community.” Fourth, Plaintiff was in many ways the voice of the publication, its most visible



author whose social commentaries every month were specifically associated with describing a set of values suitable enough to run in the publication for 22 years.

36. In fact, on or about May 3, 2018, as set forth in Plaintiff's wrongful termination case pending before the Division of Human Rights, Defendants' investigative counsel *conceded* that he had not spoken with any accusers and was unaware of any details of the allegations, when he stated, "I cannot state to you that I've met any of these people. I've heard their stories. And so, you know, I'm in a position of trying to assess their credibility and assess yours with - without the ability to dig down into the specifics of a particular individual's story and get the details, right? So if I'm not sharing details with you it's not because I'm hiding them, it's because I don't know them."

37. Thus, it is patently false to claim that Defendants' "findings" were the cause of Plaintiff's firing when in fact there were no findings at all. Again, claiming that the results of the investigation supported the allegations against Plaintiff (when in fact the investigation found "nothing") gives the false impression that evidence of these allegations exists, which is harmful to the Plaintiff both personally and professionally. It is defamatory for a defendant to publicly state that he or she has evidence supporting allegations of a plaintiff's wrongdoing when no such evidence exists because it lends false credibility to the allegations, which harms the plaintiff's reputation.

38. On or about August 3, 2018, Defendant STERN published the following statement to at least one third party:

Thanks for your note, Loreen,

Yes, I join you in very much missing Eric's writing he also. He is very good at what he does.

Indeed I am disappointed that it became impossible to work with Eric any longer. His personal behavior, as reported to us from a couple dozen individuals who went on record, is simply inconsistent with what we represent as a magazine.

Not sure if you've seen it but there is what I think is a well-written and balanced article in our local, Kingston newspaper that may give you some better insight into our decision.

<https://hudsonvalleyone.com/2018/07/20/controversy-over-local-astrologer-brings-metoo-movement-home-to-ulster/>

Thanks again for writing,  
Jason

39. It is false, misleading, and injurious to claim that there were “a couple dozen individuals who went on record” to “report” Plaintiff’s “personal behavior.” In fact, the claim that “a couple dozen” women made statements regarding Plaintiff originated from Defendant HARVEY. If any such statements exist, they were only made to Defendant HARVEY and not to Defendant STERN or the other Defendants. Moreover, Defendant STERN's investigator had already admitted months earlier that he had not spoken to any accusers, so Defendant STERN knew that his statement was false at the time he published it.

40. Defendant HARVEY has been publishing an ongoing series of false, misleading, and injurious statements concerning Plaintiff, from on or about April, 2018, to present.

41. On or about April 7, 2018, as part of an ongoing series of comments that continued past September, 2018, Defendant HARVEY posted in a public discussion forum on Facebook.com that Plaintiff was “the Hudson Valley’s Weinstein.”

42. The statement that Plaintiff is “the Hudson Valley’s [Harvey] Weinstein” is false, misleading, and injurious, and constitutes a false accusation that Plaintiff has committed a serious crime. Harvey Weinstein is a man who was recently and famously indicted for rape and sexual assault of multiple women. Accusing Plaintiff of being “the Hudson Valley’s Weinstein”

amounts to an accusation that Plaintiff is a serial rapist like Weinstein, a categorically false accusation of a serious crime.

43. Furthermore, Defendant HARVEY *knew* this statement was false and defamatory when she published it. Not only was Defendant HARVEY aware that Plaintiff faced no accusations of the caliber levied against Harvey Weinstein, since she was the individual who solicited and collected stories about Plaintiff, she also edited the above Facebook comment to remove the defamatory comparison to Weinstein, which proves that she knew it was an outrageous and false accusation.

44. In fact, on the very same day, in Defendant HARVEY's description of Plaintiff's supposed "sexual assault", she *concedes* that the encounter she describes was not "nonconsensual" (see below). Although this encounter did not happen at all, it is telling that even the allegations Defendant HARVEY did manage to gather do not actually accuse Plaintiff of anything nonconsensual, much less that Plaintiff is a serial rapist, so Defendant HARVEY must have been absolutely certain that it was false and injurious for her to label Plaintiff "the Hudson Valley's Weinstein," yet she published this accusation anyway, causing Plaintiff significant harm by accusing him of a serious crime.

45. On or about April 7, 2018, Defendant HARVEY published the following comment in a public conversation on [www.facebook.com](http://www.facebook.com):

if I, as a 30yo, had lured a college student to a secluded place, read her tarot and then used her vulnerability on being both interpreted/worked on by me and reliant on me for a way home, I would feel deep shame. And I would not have needed it to be nonconsensual nor would I have needed any deep introspection (nor need to measure my self-work as being more than another person's) to tell me that that was wrong. The age difference, secluded spot, and tarot reading would have been plenty for me to say, I probably shouldn't hit on this teenager. If I had thought that Eric Francis's introspection was legit, I might respond differently to his sexual predatory nature. Instead, #boycottericfrancis #metookingston #whatsyourericfrancisstory

46. It is a false, misleading, and injurious statement that Plaintiff “lured a college student to a secluded place, read her tarot and then used her vulnerability.”

47. It is a false, misleading, and injurious statement that Plaintiff “hit on [a] teenager.”

48. It is a false, misleading, and injurious statement that Plaintiff has a “sexual predatory nature.”

49. On or about April 12, 2018, Defendant HARVEY published the following comment in a public conversation on [www.facebook.com](http://www.facebook.com):

Rebecca, You're assuming he's not a sexual predator based on your personal experience of him. Maybe you should wait and see before you pass judgment on the women coming forward with their stories.

50. It is a false, misleading, and injurious statement that Plaintiff is a “sexual predator.”

51. Furthermore, Defendant HARVEY once again demonstrated her own knowledge that her statement was false and actionable **by editing out the words “a sexual predator” from the above statement, in an attempt to hide the evidence of her defamation of Plaintiff.**

52. On or about June 9, 2018, Defendant HARVEY published the following comment in a public conversation about Plaintiff on [www.facebook.com](http://www.facebook.com):

Why are people so quick to condemn women? They don't even know what the stories are! And he obviously did something actionable if he lost three jobs when the stories were shared with his employers. Someone explain this to me. I'm so confused.

53. It is a false, misleading, and injurious statement that Plaintiff “obviously did something actionable if he lost three jobs when the stories were shared with his employers.” Not only does this statement falsely accuse Plaintiff of wrongdoing, it also creates the false impression that there was organic public outcry for Plaintiff’s firing based on allegations of

misconduct, by omitting the critical information that Defendant HARVEY herself was the one who solicited the stories, promised anonymity, brought the stories to Plaintiff's employers, and demanded that he be fired. Defendant HARVEY personally engineered this supposed public pressure with her own activism, and then, using circular reasoning, cites the stir she created as proof of Plaintiff's guilt.

54. On or about July 26, 2018, Defendant HARVEY published the following public post on [www.facebook.com](http://www.facebook.com):

In today's edition of the Kingston Times, part 2 continues as astrologers come forward with more stories of coercion and sexual harassment by Eric Francis Coppolino, which pre-date the allegations from the Kingston community. The newspaper is now being threatened, as are the article's writer and editors. If you have \$36, consider an annual subscription to your local Ulster Publishing paper to support them and their contribution to local journalism. (Photo from the New Paltz Times, which is on stands now.)

55. It is a false, misleading, and injurious statement that Plaintiff engaged in any "coercion."

56. It is a false, misleading, and injurious statement that Plaintiff engaged in any "sexual harassment."

57. On or about August 5, 2018, Defendant HARVEY published the following public post on [www.facebook.com](http://www.facebook.com), along with a link to "Bad Moon Rising," the July 20, 2018 article written about Plaintiff in *Kingston Times*:

One of the most intense parts of the #MeTooKingston conversation that's happening right now is the sentiment expressed that sexual harassment is not impactful enough grounds. That's maddening for two reasons: first, in the world of freelancers, there is no sexual harassment policy, no HR Department, and no means beyond a whisper network to warn others about someone; second, do we want to live in a world where the only infringement upon women's boundaries that's deemed believable or worthy of warning is sexual assault? Susan Slotnick explains sexual opportunism and why flipping an agreed-upon situation into a boundary violation through coercive means (like being their only ride home, locking the door, being their employer, or breaking them down psychologically through your work to make them vulnerable) is sexual harassment, unethical, and demands accountability.

58. Any reasonable person reading the above post would understand that it referred to Plaintiff, based on the inclusion of the link to the article written about him. Susan Slotnick also wrote an article about the Plaintiff in *New Paltz Times*, to which Defendant HARVEY makes reference.

59. It is a false, misleading, and injurious statement that Plaintiff “infringe[d] upon women’s boundaries.”

60. It is a false, misleading, and injurious statement that Plaintiff committed “sexual assault.”

61. It is a false, misleading, and injurious statement that Plaintiff “flip[ed] an agreed-upon situation into a boundary violation through coercive means.”

62. It is a false, misleading, and injurious statement that Plaintiff committed any “boundary violation.”

63. It is a false, misleading, and injurious statement that Plaintiff engaged in any “coercive means.”

64. It is a false, misleading, and injurious statement that Plaintiff applied pressure to anyone or facilitated any sexual encounter by means of being that person’s “only ride home” or by “locking the door,” or by “being their employer,” or by “breaking them down psychologically through [his] work to make them vulnerable.”

65. It is a false, misleading, and injurious statement that Plaintiff engaged in any “sexual harassment.”

66. It is a false, misleading, and injurious statement that Plaintiff engaged in any behavior that was “unethical.”

67. It is a false, misleading, and injurious statement that Plaintiff engaged in any behavior that “demands accountability.”

68. From on or about February 2018, to present, Defendant HARVEY has engaged in an ongoing effort to collect and publish defamatory statements about Plaintiff in order to interfere with Plaintiff’s business agreements, and to encourage others to do the same.

69. Defendant HARVEY knew or had reason to know that these statements were false and injurious to the Plaintiff.

70. To this end, she organized and hosted meetings where she first spread false and injurious statements about Plaintiff to the attendees, and then requested that attendees tell her any negative stories about Plaintiff, with the promise that their identities would remain hidden and their stories would remain anonymous, so she could interfere with Plaintiff’s business agreement by publishing these statements recklessly and without any attempt to verify specific facts.

71. Defendant HARVEY gathered these statements and provided them to the website *Hudson Valley One* (associated with *Kingston Times*, *New Paltz Times* and *Woodstock Times*) for the purpose of publishing them to their collective readership. These statements were published by these entities on or about July 20, 2018 and into August 2018 and remain visible wpr;dwode with high search engine ranking today, causing ongoing damage to Plaintiff’s professional reputation.

72. These public comments and others by Defendants were made as part of their ongoing, intentional efforts to interfere with Plaintiff’s business and get him fired from multiple jobs by spreading false, misleading, and injurious accusations about Plaintiff and encouraging others to do the same. In fact, Defendants publicly bragged about their successful interference with Plaintiff’s business.

73. Defendants knowingly, recklessly, carelessly, and/or negligently published false accusations against Plaintiff and encouraged others to do the same, and also encouraged others to complain to Plaintiff's employers and spread negative information about Plaintiff, in an effort to get Plaintiff fired from his jobs and interfere with his business.

74. On or about April 8, 2018, Defendant HARVEY, also a commentator on Radio Kingston, published the following comment in a public conversation about Plaintiff on [www.facebook.com](http://www.facebook.com):

I'm collecting these stories to play on my show on Friday. Would you let me record yours to compile with the others I'm gathering? I'll PM you. Check you[r] Other inbox or friend requests.

75. On or about April 29, 2018, Defendant HARVEY published the following comment in a public conversation about Plaintiff on [www.facebook.com](http://www.facebook.com):

I'm collecting these stories. Check your PM and friend requests and let me know if you'd like to add your experience to the stories I'm compiling.

76. On or about May 2, 2018, Defendant HARVEY published the following comment in a public conversation about Plaintiff on [www.facebook.com](http://www.facebook.com):

SUSANNA GRANGE: This is all so disturbing. I have always made a point every month to read my horoscope in the Chronogram – I now feel duped, disgusted and so sorry for all of you who have had encounters with this predator. The Chronogram has been contacting me a lot lately about advertising my yoga studio with them; I am now so disgusted by all this that there is now [sic] way I will unless he is gone!

HILLARY HOFFMAN HARVEY: Susanna Grange, if you tell them that when they contact you, it will carry a lot of weight with them.

SUSANNA GRANGE: Hillary Hoffman Harvey I certainly will.

77. On or about June 1, 2018, Defendant HARVEY published the following comment in a public conversation about Plaintiff on [www.facebook.com](http://www.facebook.com):



UPDATE: Chronogram has decided to no longer run Planet Waves as of June 2018. They're keeping the results of their investigation confidential. Thank you to everyone who shared their experience. It has made an impact.

78. On or about July 18, 2018, Defendant HARVEY published the following public comment on [www.twitter.com](http://www.twitter.com):

In tomorrow's @kingston\_times, a four-page story by Jesse Smith, uncovering the truth about astrology's Eric Francis Coppolino, who was let go from three jobs over two months after allegations of sexual harassment by more than a dozen women.  
#Metoomovement #TimesUp

- <https://twitter.com/HillaryHHarvey/status/1019766107266306049>

79. On or about July 20, 2018, Defendant HARVEY was quoted by the *Kingston Times* newspaper group, and the *Hudson Valley One* website, making the following admission:

People were talking about Radio Kingston and Chronogram in incredibly unflattering terms, and I felt protective because the people who work there are good people and a lot of this stuff they might have been unaware of. I thought it could be helpful for me, because I saw it all, to just collect and gather and share it with them so they could make their decisions.

- <https://hudsonvalleyone.com/2018/07/20/controversy-over-local-astrologer-brings-metoo-movement-home-to-ulster/>

80. On or about July 20, 2018, Defendant HARVEY published or caused to be published the following post via the *Kingston Times*' account on [www.facebook.com](http://www.facebook.com), along with a link to an article about Plaintiff's firing:

The story of Eric Francis' downfall is a story of #metoo and the "deplatforming" movement – where activists target those whose views or actions they oppose by putting pressure on the media outlets and institutions that give them platforms to take those platforms away – played out against the backdrop of Kingston's insular Uptown arts and media social scene, and the cosmic universe of astrology.

81. Defendant HARVEY thus concedes that she intentionally interfered with Plaintiff's business agreements, citing her disagreement with his views in her admission.

82. On or about September 3, 2018, Defendant HARVEY published the following public comment on [www.hudsonvalleyone.com](http://www.hudsonvalleyone.com):

Eric, I filed sexual harassment claims on behalf of multiple people with two mutual employers, which resulted in your losing three freelance jobs.”

83. Defendant HARVEY thus concedes that she intentionally interfered with Plaintiff’s business agreements while taunting Plaintiff by bragging about getting him fired.

**AS AND FOR A FIRST CAUSE OF ACTION**  
**(LIBEL)**

84. Plaintiff repeats and incorporates by reference all of the foregoing paragraphs as if fully set forth herein.

85. Defendants published and disseminated numerous written false and defamatory statements of fact of and concerning Plaintiff to a third party.

86. These statements were published to numerous third parties through means of public internet websites (hosted on [www.chronogram.com](http://www.chronogram.com) and [www.facebook.com](http://www.facebook.com)) and in Defendants’ print publication, *Chronogram*.

87. The statements and context of the publications do not signal to the reader that these are mere statements of opinion.

88. The statements and context of the publications signal to the reader that these are statements of fact.

89. Defendants have no privilege or authorization to make such false statements.

90. Plaintiff has been and continues to be damaged by these statements.

91. As a direct and proximate result of the foregoing unlawful acts of Defendants, Plaintiff has suffered and will continue to suffer significant monetary and reputational injury,

including being terminated from his employment with multiple employers, a diversion of readership of Plaintiff's own publications by which he earns a living, lost future opportunities for his employment with other entities, and a lessening of goodwill associated with his writing and in the community, in an amount exceeding the monetary jurisdictional limits of any and all lower courts which would otherwise have jurisdiction over this matter.

**AS AND FOR A SECOND CAUSE OF ACTION**  
**(LIBEL *PER SE* – Trade Libel/Commercial Disparagement)**

92. Plaintiff repeats and incorporates by reference all of the foregoing paragraphs as if fully set forth herein.

93. Defendants' published and disseminated written statements caused injury to Plaintiff and his professional business because they reflect on Plaintiff's conduct and performance as a writer, journalist, and astrologer.

94. These statements constitute injurious falsehoods and trade libel, which, *inter alia*, impugn the integrity and professional business of Plaintiff.

95. These statements were expressly directed at Plaintiff.

96. A reasonable reader would understand Defendants' statements to be about and directed at Plaintiff.

97. Plaintiff has been specifically harmed by Defendants' defamatory statements.

98. Defendants had no privilege or authorization to make their false and harmful statements.

99. These statements falsely accuse Plaintiff of professional misconduct by alleging, *inter alia*, that Plaintiff committed serious crimes of a sexual nature and had inappropriate sexual encounters with clients and coworkers, in violation of journalistic and astrology codes of ethics.

100. These statements were published to numerous third parties through means of public internet websites (hosted on [www.chronogram.com](http://www.chronogram.com) and [www.facebook.com](http://www.facebook.com)) and in Defendants' print publication, *Chronogram*.

101. Injury to Plaintiff is a natural and proximate consequence of Defendants' *per se* libelous statements.

102. As a direct and proximate result of this libel *per se*, Plaintiff suffered and will continue to suffer significant monetary and reputational injury, including being terminated from his employment with multiple employers, a diversion of readership of Plaintiff's own publications by which he earns a living, lost future opportunities for his employment with other entities, and a lessening of goodwill associated with his writing and in the community, in an amount exceeding the monetary jurisdictional limits of any and all lower courts which would otherwise have jurisdiction over this matter.

**AS AND FOR A THIRD CAUSE OF ACTION**  
**(LIBEL *PER SE* – Accusation of Serious Crimes)**

103. Plaintiff repeats and incorporates by reference all of the foregoing paragraphs as if fully set forth herein.

104. Defendants' published and disseminated written statements caused injury to Plaintiff because they falsely accuse Plaintiff of serious crimes.

105. These statements falsely accuse Plaintiff of a serious crime when they allege that, *inter alia*, he is a rapist by claiming that Plaintiff is “the Hudson Valley’s Weinstein.”

106. These statements falsely accuse Plaintiff of a serious crime when they allege that, *inter alia*, he engaged in sexual “coercion” and “sexual harassment.”

107. These statements also falsely accuse Plaintiff of a serious crime when they state that there were “serious allegations” against Plaintiff that relate to “#MeToo” and that those allegations were proven by the investigation.

108. These statements were published to numerous third parties through means of public internet websites (hosted on [www.chronogram.com](http://www.chronogram.com) and [www.facebook.com](http://www.facebook.com)) and in Defendants’ print publication, *Chronogram*.

109. Injury to Plaintiff is a natural and proximate consequence of Defendants’ *per se* libelous statements.

110. As a direct and proximate result of this libel *per se*, Plaintiff suffered and will continue to suffer significant monetary and reputational injury, including being terminated from his employment with multiple employers, a diversion of readership of Plaintiff’s own publications by which he earns a living, lost future opportunities for his employment with other entities, and a lessening of goodwill associated with his writing and in the community, in an amount exceeding the monetary jurisdictional limits of any and all lower courts which would otherwise have jurisdiction over this matter.

**AS AND FOR A FOURTH CAUSE OF ACTION**  
**(TORTIOUS INTERFERENCE)**

111. Plaintiff repeats and incorporates by reference all of the foregoing paragraphs as if fully set forth herein.

112. Plaintiff was involved with several contractual and/or business agreements with Defendants and other parties.

113. Defendants had knowledge of such agreements.

114. Defendants intentionally, unlawfully, and without justification interfered in such agreements by spreading false, misleading, and injurious statements of fact about Plaintiff and by encouraging others to unlawfully interfere with such agreements without justification, by spreading false, misleading, and injurious statements about Plaintiff.

115. As a direct and proximate result of this tortious interference, Plaintiff suffered and will continue to suffer significant monetary and reputational injury, including being terminated from his employment with multiple employers, a diversion of readership of Plaintiff's own publications by which he earns a living, lost future opportunities for his employment with other entities, and a lessening of goodwill associated with his writing and in the community, in an amount exceeding the monetary jurisdictional limits of any and all lower courts which would otherwise have jurisdiction over this matter.

**AS AND FOR A FIFTH CAUSE OF ACTION**  
**(DEFAMATION)**

116. Plaintiff repeats and incorporates by reference all of the foregoing paragraphs as if fully set forth herein.

117. Defendants published and disseminated false statements of and concerning Plaintiff to multiple third parties.

118. These statements were published to numerous third parties through means of public internet websites (hosted on [www.chronogram.com](http://www.chronogram.com) and [www.facebook.com](http://www.facebook.com)) and in Defendants' print publication, *Chronogram*.

119. These statements have a precise, false, and misleading meaning which is readily understood.

120. The statements and their context do not signal to the reader that they are mere statements of opinion.

121. The statements and their context signal to the reader that they are statements of fact.

122. These statements are false and bring Plaintiff into disrepute or contempt and impeach his integrity and reputation.

123. Defendants are at fault because they intentionally, recklessly, carelessly, and/or negligently made such statements.

124. Defendants had no privilege or authorization to make such statements.

125. Plaintiff has been and continues to be damaged by these statements.

126. As a direct and proximate result of Defendants' unlawful acts, Plaintiff has suffered and will continue to suffer significant monetary and reputational injury, including being terminated from his employment with multiple employers, a diversion of readership of Plaintiff's own publications by which he earns a living, lost future opportunities for his employment with other entities, and a lessening of goodwill associated with his writing and in the community, in an amount exceeding the monetary jurisdictional limits of any and all lower courts which would otherwise have jurisdiction over this matter.

**AS AND FOR A SIXTH CAUSE OF ACTION**  
**(DEFAMATION *PER SE* – Trade Libel/Commercial Disparagement)**

127. Plaintiff repeats and incorporates by reference all of the foregoing paragraphs as if fully set forth herein.

128. Defendants' published and disseminated statements cause injury to Plaintiff's professional business because they reflect on Plaintiff's performance as a writer, journalist, and astrologer, and are incompatible with the proper conduct of Plaintiff's business.

129. These statements constitute injurious falsehoods and trade libel, which, *inter alia*, impugn the integrity and professional business of Plaintiff.

130. These statements were expressly directed at Plaintiff.

131. A reasonable reader would understand Defendants' statements to be about and directed at Plaintiff.

132. Plaintiff has been specifically harmed by Defendants' defamatory statements.

133. Defendants had no privilege or authorization to make their false and harmful statements.

134. These statements falsely accuse Plaintiff of professional misconduct by alleging, *inter alia*, that Plaintiff engaged in unethical behavior and committed serious crimes of a sexual nature and had inappropriate sexual encounters with clients and coworkers, in violation of journalistic and astrology codes of ethics.

135. These statements were published to numerous third parties through means of public internet websites (hosted on [www.chronogram.com](http://www.chronogram.com) and [www.facebook.com](http://www.facebook.com)) and in Defendants' print publication, *Chronogram*.



136. Injury to Plaintiff is a natural and proximate consequence of Defendants' *per se* defamatory statements.

137. As a direct and proximate result of this defamation *per se*, Plaintiff suffered and will continue to suffer significant monetary and reputational injury, including being terminated from his employment with multiple employers, a diversion of readership of Plaintiff's own publications by which he earns a living, lost future opportunities for his employment with other entities, and a lessening of goodwill associated with his writing and in the community, in an amount exceeding the monetary jurisdictional limits of any and all lower courts which would otherwise have jurisdiction over this matter.

**AS AND FOR A SIXTH CAUSE OF ACTION**  
**(DEFAMATION *PER SE* – Accusation of Serious Crimes)**

138. Plaintiff repeats and incorporates by reference all of the foregoing paragraphs as if fully set forth herein.

139. Defendants' published and disseminated written statements caused injury to Plaintiff because they falsely accuse Plaintiff of serious crimes.

140. These statements falsely accuse Plaintiff of a serious crime when they allege that, *inter alia*, he engaged in sexual "coercion" and "sexual harassment."

141. These statements also falsely accuse Plaintiff of a serious crime when they suggest that there were "serious allegations" against Plaintiff that relate to "#MeToo" and that those allegations were proven by the investigation.

142. These statements were published to numerous third parties through means of public internet websites (hosted on [www.chronogram.com](http://www.chronogram.com) and [www.facebook.com](http://www.facebook.com)) and in Defendants' print publication, *Chronogram*.

143. Injury to Plaintiff is a natural and proximate consequence of Defendants' *per se* libelous statements.

144. As a direct and proximate result of this defamation *per se*, Plaintiff suffered and will continue to suffer significant monetary and reputational injury, including being terminated from his employment with multiple employers, a diversion of readership of Plaintiff's own publications by which he earns a living, lost future opportunities for his employment with other entities, and a lessening of goodwill associated with his writing and in the community, in an amount exceeding the monetary jurisdictional limits of any and all lower courts which would otherwise have jurisdiction over this matter.

**WHEREFORE**, Plaintiff demands judgment against Defendants herein on each and every cause of action, in an amount to be proven at trial, which exceeds the jurisdictional limits of all other courts which otherwise would have jurisdiction, together with the costs and disbursements of this action and such other and further relief as this Court may deem just and proper.

Dated: November \_\_\_\_, 2019

Respectfully submitted,

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ERIC F. COPPOLINO,  
Plaintiff  
P.O. Box 3606  
Kingston, N.Y. 12402