

**STATE OF MINNESOTA
COUNTY OF HENNEPIN****DISTRICT COURT
FOURTH JUDICIAL DISTRICT**

Francesco Parisi,
Plaintiff,

Case Type: Civil – Other
Court File Number: 27-CV-18-5381
Judicial Officer: Daniel C. Moreno

v.

**FINDINGS OF FACT, CONCLUSIONS
OF LAW AND ORDER FOR
JUDGMENT**

Morgan Mischuane Wright,
Defendant.

On April 2, 2018, Plaintiff Francesco Parisi (“Parisi”) filed his Complaint against Defendant Morgan Mischuane Wright (“Wright”) alleging two counts: Count I for defamation; and Count II for defamation *per se*.

Wright filed her Answer on April 4, 2018.

On October 19, 2018, the Court granted Parisi’s motion to amend the Complaint to add punitive damages.

On June 4, 2019, the Court issued an Order denying Plaintiff’s motion for summary judgment (“Summary Judgment”), finding (1) that Parisi’s defamation claims must satisfy the elements of defamation through a private-party framework, as this is not a public figure or limited-purpose public figure case; (2) that Parisi cannot use issue preclusion to justify an order for summary judgment on defamation *per se* in his favor; (3) that Parisi cannot use issue preclusion to prevent Wright from asserting the defense of truth against Parisi’s defamation claims; (4) that statements Wright made in prior litigation about or against Parisi are absolutely privileged; and (5) that issues of fact remain as to whether a qualified privilege applies to statements Wright made to police where she accused Parisi of a crime.

Following Summary Judgment, the above-entitled matter came on for a Court Trial before the undersigned on September 23, 2019. The trial lasted until September 25, 2019.

Attorney John Braun represented Parisi. Attorneys Cassandra B. Merrick and Matthew J.M. Pelikan represented Wright.

At the trial's conclusion, the Court ordered the Parties to submit post-trial memoranda. The Parties submitted their memoranda on February 18, 2020. Wright filed objections to Plaintiff's post-trial memorandum of law on February 21, 2020.

Based on the submissions, together with all the files, records, exhibits, and proceedings herein, the Court makes the following ORDER:

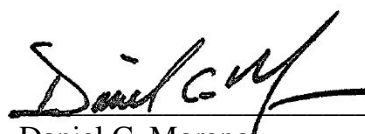
ORDER FOR JUDGMENT

1. Wright is liable to Parisi for defamation and defamation *per se*;
2. Parisi is entitled to a judgment totaling \$1,189,514—in addition to costs, disbursements, and prejudgment interest—as damages for Wright's defamatory acts. Those damages account for:
 - a. \$50,000 in actual losses;
 - b. \$814,514 in economic losses;
 - c. \$125,000 in general and emotional damages;
 - d. \$100,000 in general reputational damages; and
 - e. \$100,000 in punitive damages;
3. Judgment shall be docketed in the amount above and in favor of Parisi as the prevailing party; and
4. The accompanying Memorandum of Law, Findings of Fact, and Conclusions of Law is incorporated herein

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: **May 18, 2020**

BY THE COURT:



Daniel C. Moreno
Judge of District Court

MEMORANDUM OF LAW

This case is about a relationship that started quickly, out of a mutual interest in a potential real estate adventure. The relationship ended quickly too, as the Parties, who were intertwined in the purchase and partition of a condominium unit, became embroiled in issues related to the construction and financing of that project. The relationship spanned from September of 2014 to January of 2015. Next was litigation related to that real estate project, as Parisi sought to cancel the purchase contract he made with Wright. So began Wright's retaliatory offensive, culminating with her defamatory claim that Parisi raped her in January of 2015.

In March of 2015, Parisi began the process of cancelling the Parties' real estate contract. Soon after, Wright claimed Parisi tried to run her down with his car. In June of 2016, Parisi's action to cancel the purchase agreement and evict Wright were affirmed in the Minnesota Court of Appeals. Directly after, on June 30, 2016, Wright alleged Parisi raped her on January 22, 2015. Parisi maintains this is false, as are the other significant accusations Wright has made against him. Wright caused Parisi to be charged and jailed because of these defamatory statements. Parisi was not able to be with his mother as she passed away while he was being held in custody. Wright continued her defamatory campaign, lobbing various accusations against Parisi and disseminating them to various people. Wright and her plethora of allegations against Parisi lack credibility.

The Court ultimately finds that Wright's accusations were false, made with malice, unprotected by a qualified privilege, and therefore defamatory—Wright injured Parisi as a direct result of her untruthful narrative crusade.

FIDINGS OF FACT

I. Parisi and Wright's relationship, and the real estate venture

1. Parisi is, *inter alia*, a tenured law professor at the University of Minnesota. At all relevant times, Parisi resided at condominium Unit 100 (the "100 Unit") at 801 Washington Avenue North in Minneapolis, Minnesota ("Washington Condominiums"). Parisi also maintains a home in Italy.
2. Parisi has been a law professor at the University of Minnesota Law School for over twelve years and has authored around two-hundred-fifty articles and book chapters related to law and economics.
3. Wright is, *inter alia*, a piano instructor, but has not been able to maintain full-time employment due to various disabilities since the mid-1990s after working for the State of Minnesota for four or five years. Ms. Wright testified that she has a complex history of trauma and health issues involving an abusive ex-husband, and a brain tumor that may be linked to ongoing partial complex seizures with secondary generalization. (Trial Transcript Vol. II PM, 67:20–68:6; 68:16–70:14; 78:1–79:22; 79:25–80:5.¹) Wright testified that her seizure disorder can cause momentary loss of control of her limbs, convulsions, and occasional loss of consciousness when confronted with triggers that include sleep deprivation, flashing lights, or stress-inducing situations. (*Id.*)
4. Parisi testified that he met Wright while she was walking her seizure alert dog, Bentley, in September of 2014. (Tr. Trans. I AM, 83:18–108:23.) Parisi stated that he was sitting outside the front of his unit, and Wright approached him, asked him whether he lived there, and told him that the unit above his, the 200 Unit of the Washington Condominiums (the "200 Unit"), was for sale. (*Id.*)
5. According to Parisi, the two began an intimate relationship and had consensual sex that night. (*Id.*) Wright disagreed. (Tr. Trans II PM, 81:1–82:12.) Wright instead claimed she had a seizure that night and Parisi drove her home at about 3:00 or 4:00 AM the following morning. (*Id.*) Wright stated she reacted with "[r]evulsion," and that she "was horrified" and "stunned" to learn Parisi had nonconsensual sex with her the first night they met. (*Id.*; *see also infra*, ¶ 54.) Wright declared this revelation occurred during Parisi's testimony in a court trial over which Hennepin County District Court Judge Jacqueline M. Regis ("Judge Regis") presided.² (*Id.*) Judge Regis later found Parisi was not liable for a sexual assault Wright characterized as a battery and is the same sexual assault at issue in this case. Wright explained that she was "humiliated" by this news because she "had all [her] friends from [her] church . . . sitting [there]" (*Id.*) Regardless of the precise time, place, or manner, there is no disagreement that soon after meeting the two entered into a romantic relationship. They started crafting plans for the 200 Unit's purchase and partition, which

¹ The Court will subsequently refer to the trial transcript by its respective volume number and time of day (AM or PM). The shorthand for this footnote's citation, for example, would be "Tr. Trans. II PM, 23:12."

² Case file number: 27-CV-15-5438. The record is unclear as to whether Wright testified that Parisi had sex with her during the seizure or after she fell asleep in exhaustion after the seizure.

would allow Parisi to expand his 100 Unit and allow Wright to afford and purchase a smaller 200 Unit. (Tr. Trans. I AM, 83:18–108:23.)

6. Parisi testified to an adventurous sexual relationship that he had not encountered before. (*Id.*) Parisi stated that it and the real estate venture were the basis of their relationship, despite “no other common ground. And so the relationship evolved . . . in that direction.” (*Id.* at 89:1-3.)
7. Text messages over the term of their relationship show that Parisi and Wright frequently engaged in sexual dialogue, although Parisi is more often the instigator and linguistically explicit in his desires. (Pl.’s Ex. 2.)
8. The relationship also centered around purchasing and partitioning the 200 Unit. In November of 2014, Parisi purchased the 200 Unit through Nuvola LLC (“Nuvola”) (Pl.’s Ex. 49.) Parisi testified he purchased the property for \$600,000 based on the expectation that Wright would purchase half of the property once it was partitioned. (*Id.*; Tr. Trans. I AM, 94:1–102:4.)
9. Under the Purchase Agreement, Wright agreed to pay \$15,000 in earnest money to Parisi, through Nuvola, with a total purchase price of \$304,500 for her half of the 200 Unit. (*Id.*) The closing date was to be March 1, 2015. (*Id.*) The parties also agreed that “[i]n the event [Wright] is unable or unwilling to complete purchase by July 31, 2015, this purchase agreement shall be deemed cancelled and all monies paid thereunder shall be forfeited to [Nuvola].” (*Id.*)
10. In an addendum to the Purchase Agreement, the Parties agreed Wright would place the \$15,000 in earnest money in a joint account with Parisi, who also placed placed \$15,000 in the account to pay for certain costs associated with partitioning the 200 Unit. (*Id.*)
11. Parisi testified that early into the partition process Wright experienced difficulty obtaining financing because the 200 Unit needed to be livable for her to secure a purchase loan. (Tr. Trans. I AM, 100:4-19.) In order to secure that loan, Wright would need to use a construction loan to finance the improvements needed to get the partition to be livable. (*Id.*) In early January of 2015, Wright still had not developed the 200 Unit partition into a livable condition, despite some demolition work. (*Id.* at 100:13–25.)
12. Parisi considered Wright’s vision for her partition to be a poor investment—her plan was to convert the 200 Unit from a two-bedroom, two-bathroom into a one-bathroom studio with a mezzanine and grand piano space. (*Id.* at 101:1-25.) Parisi testified that he gave Wright permission to build out the partition to her specifications. (*Id.* at 102:1-8.)
13. Wright testified that she did not have any plans or specifics for the partition and it had been “driving [her] crazy.” (Tr. Trans. III AM, 27:23–23:8.) Parisi admitted he did not produce Wright’s plans. (Tr. Trans. II AM, 3:2-11.) Regardless of this contradictory testimony, the Court finds that the Parties communicated about Wright’s vision for the 200 Unit’s partition and Parisi was operating under that direction—it was Wright’s responsibility to get the 200 Unit to be livable so she could secure a purchase loan and satisfy the Purchase

Agreement.

14. Parisi testified that a couple of weeks after demolition and construction began, things started going “[t]errribly” (Tr. Trans. I AM, 102:10-20.) Parisi testified that people involved with the demolition and construction began contacting him because Wright had stopped responding to their text messages or paying them. (*Id.* at 102:10–103:25.) This testimony was not controverted.
15. Parisi testified that he believed the relationship had broken down by late 2014 and early January of 2015. (*Id.* at 103:1.) However, Parisi secured a construction loan to continue the project or else the various contractors would be able to place mechanic liens on the 200 Unit, since his company, Nuvola, still owned it. (*Id.* at 103:3–104:23.)
16. Wright “resurfaced toward the end of the construction,” after having withdrawn the \$15,000 she had put into the join account per the Purchase Agreement.³ (*Id.* at 105:15-25.)
17. Parisi testified he paid for all the construction, which cost over \$74,000. (*Id.* at 106:15-16.)
18. When Wright returned and brought back the \$15,000 in earnest money that had been in the Parties’ joint account, the partition was livable. (*Id.* at 107:4-25.)
19. However, Parisi testified that after returning, Wright said she did not like the work that Parisi had finished while she was gone, and that she was not going to pay for the construction, but would “buy the finished property for the price of the white box.” (*Id.* at 107:4–108:22.) In other words, after returning, Wright only offered to pay \$304,000, or the price of partition that was negotiated in the Purchase Agreement—but not for the over \$74,000 in construction costs needed to get the partition to be livable, which Parisi financed through a construction loan. (*Id.*)
20. Parisi testified that he was eventually willing to reduce the purchase price to \$304,000 and “try to collect [the construction loan costs] in some way” (*Id.* at 108:20-23.)
21. Wright stated she moved into the partitioned 200 Unit on July 30, 2015. (Tr. Trans. II PM, 42:4.) Parisi began an eviction action (the “Eviction Action”) against her in August of 2015. (Tr. Trans. II PM, 54:20–55:3.)
22. Parisi’s testimony about the Purchase Agreement, construction process, the fallout around the construction of the 200 Unit partition, and the end the Parties’ relationship was credible. Although Parisi may have been crude in his depiction of their relationship, and his behavior within that relationship sex-focused, the Court cannot find his descriptions lacked credibility. Parisi was direct, consistent, and demonstrated a clear narrative of those few months from the late summer and fall of 2014 to the late winter and early spring of 2015. His testimony provides a context for the subsequent events that he claims was part of Wright’s vengeful campaign based on the failed partition project.
23. Wright characterized the Parties’ relationship differently. She testified that she was

³ Parisi testified that Wright eventually returned this \$15,000. (*Id.* at 106:5.)

horrified by Parisi's sexual promiscuity, was less sexually experienced than him, and was less comfortable with his innuendos, including his proposal for a threesome. (Tr. Trans III AM, 4:22-25; 5:14-25; 6:8-18; Tr. Trans. II PM, 83:9-84:1; Pl.'s Ex. 2.) Wright characterized Parisi as a sexual and financial predator (*Id.*; Tr. Trans. I PM, 72:11-73:1.)

24. Wright testified that Parisi became mean, erratic, and angry around the end of 2014 and into early 2015. (Tr. Trans. III AM, 11:12-13:6.) Parisi was also having some financial issues with his Italian real estate, and fell in rank from a top ten scholar to seventy-second; Wright testified that around this time, later 2014 into January of 2015, she noticed problems with Parisi's mental health, his substance abuse issues, and that she was growing increasingly afraid of him. (Pl.'s Ex. 2; Tr. Trans. II AM, 33:4-19; Tr. Trans. III AM, 17:20-21, 18:4-19:2, 8:13-11:11 (Wright testifying regarding Parisi's alcohol consumption), 13:7-16:5 (Wright testifying regarding Parisi's mental health), 17:9-15 (Wright testifying regarding text messages about same).)
25. Wright testified that after Parisi allegedly raped her, their relationship was over. (*Id.*)

II. The details of the alleged sexual assault and inconsistent medical records

26. The events leading up to January 22, 2015, mainly relate to issues surrounding the 200 Unit and the Parties' finances, and the Court has already described Wright's difficulty securing a loan for the 200 Unit's purchase. (Pl.'s Ex. 2.) In text messages, Parisi describes "trying to survive the pressure" of constrained finances. (*Id.*) Parisi also describes his mental health issues in text messages to Wright, writing that he will be "cycle-free" after getting a new prescription related to a seasonal mood disorder. (*Id.*; Tr. Trans. I PM, 107:21-115:18.)
27. Wright testified that in early January of 2015 there was an "incident" where she "offered to pay a bill for him, and he just went ballistic on [her]." (Tr. Trans. III AM, 11:15-25.)
28. Parisi sent a text to Wright, but directed it to Wright's dog, Bentley, a common tactic the Parties' used to communicate—Parisi wrote that he "has a barking disorder . . . but [Bentley] should tell [his] mom that she should not be afraid of [Parisi's] barking. [He] [does] not bite and [he] lick[s] and kiss[es] right after barking. Just need[s] to bark every once in a while." (Pl.'s Ex. 2.)
29. On January 13, 2015, Parisi sent Wright a text at 9:54 PM, saying he was "sorry, and [he] love[s] [Wright.]" (*Id.*)
30. On January 22, 2015, Parisi and Wright exchanged a series of texts from approximately 9:45 a.m. to 6:45 p.m. (*Id.*) These texts concerned the status of the partition work being done at the 200 Unit. (*Id.*) At one point, Wright asked Parisi if they were "ever going to see each other again." (*Id.*) Parisi did not answer that question, but asked Wright to "call an electrician to get things moved on [her] side." The texts from January 22, 2015 do not mention any plans to meet that evening.
31. Wright testified that on January 22, 2015, she came to the 100 Unit, where Parisi "was well into the second bottle of wine." (Tr. Trans. III AM, 19:10-24:9.) Wright testified that he

began “laying out a litany of things that he had done” (*Id.*) Wright testified that Parisi confessed that he had sex with a colleague’s underage daughter after giving her alcohol; that that daughter then brought school friends over; that Parisi then gave those girls alcohol, and “slept with some of them too”; that Parisi slept with his students and colleagues; “that he had slept with hundreds of women, and . . . hundreds of men[;] . . . that his father had taken him out of high school because he had impregnated so many girls [there]” (*Id.*)

32. Wright then testified that she told Parisi she was a mandatory reporter and attempted to leave. (*Id.*) Wright claimed that Parisi would not let her leave by putting his hand up to a door, so she “turned around to go around to the front of his unit . . . and when [she] did that, he grabbed [her] from behind in a bear hug and he slammed [her] into the concrete floor.” (*Id.*)
33. Wright testified that the next thing she remembers was “[c]oming out of a seizure, and [she] fe[lt] extreme pain in [her] anus.” (*Id.*) Wright testified that she realized Parisi was anally raping her, without her consent, while she was having a seizure. (*Id.*) Wright testified that Parisi then “ejaculated in [her], and then he said: Oh, by the way, I’m HIV positive [then he] just rolled off [her] like nothing had happened and pulled up his pants and went upstairs to bed. And [Wright] was just left [lying] on the floor like that, and [she] had . . . feces and glycerine and ejaculate all over [her].” (*Id.*) Wright testified that she felt her rectum had prolapsed, gathered herself, went home, pushed her rectum back inside her body, took a bath, got into bed, and cried. (*Id.*)
34. Parisi denies these allegations. He testified that they never met on January 22, 2015, but that he sent her text messages related to the 200 Unit partition, with the last one being sent at 6:42 PM. (Tr. Trans. I AM, 122:16-17; Tr. Trans. I PM, 99:18–100:11; Pl.’s Ex. 2.) Text messages sent that day do not discuss meeting. (*Id.*)
35. Wright testified that she took the \$15,000 in earnest money held in the Parties’ joint account after she alleges Parisi raped her. (Tr. Trans. III AM, 33:5–36:10.) Wright returned it after Parisi’s attorney contacted her in February of 2015. (*Id.*)
36. Wright testified that she called her friend Ted Seaman (“Seaman”) on January 24, 2015. (*Id.*) The phone call lasted eighty-seven minutes. (Ex. 1.) Seaman testified that “[s]he was crying, sobbing, and totally inconsolable.” (Tr. Trans. IV AM, 10:9–11:17.) Seaman testified that he asked Wright what was going on, what had happened, whether Bentley was okay, or if it was something with her family, but Wright did not answer, she only cried. (*Id.*) Wright offered Seaman’s testimony to corroborate her rape allegation. The corroborative value of Seaman’s testimony is questionable given Wright’s failure to report the alleged assault to Seaman. When viewed in light of the other evidence presented, Seaman’s testimony offers little weight.
37. In the days following the alleged rape, the Parties exchanged a series of text messages. (Pl.’s Ex. 2.) On January 23, 2015, Parisi sent Wright three text messages without receiving a response. (*Id.*) On January 24, 2014, Parisi sent Wright a series of texts about the 200 Unit partition process, asking what she needed to make the partition work. (*Id.*) At 1:35 PM on January 24, 2015, Parisi asked Wright: “What do you want? Just mark up the

[Purchase Agreement] and if it is doable, I will do it. But this is not cool.” Parisi then asked Wright about her uncle’s funeral. Wright responded to Parisi on January 24, 2014 at 1:46 PM, stating that she was already at the funeral and would call him when she got back. (*Id.*) Parisi then sent another eleven unanswered texts to Wright telling her to enjoy seeing her family at the funeral, discussing potential changes to the Purchase Agreement so Wright could go through with it, and asking her to go to an art show. (*Id.*) Parisi asked Wright if she was okay because Wright did not respond. (*Id.*) Parisi sent Wright around twenty text messages during this time.

38. From February 14, 2015 to February 20, 2015, the Parties exchanged another series of around two-hundred text messages. (*Id.*) The Parties discussed their relationship, their love for each other, their jealousies, and a desire to complete the Purchase Agreement. (*Id.*)
39. Also on February 14, Wright texts Parisi that she is afraid he will yell at her again, although she speaks through her dog, Bentley, whom she calls Booboo. (*Id.*)
40. On February 17, 2015, Parisi stated that Wright had betrayed him and his trust, referring to the \$15,000 Wright had taken from the joint account. (*Id.*) Wright texts Parisi, “Booboo and I miss you except when you yell.” (*Id.*) She goes on to say to Parisi, “You are lucky you are so darn cute”; and that she was “[v]ery turned on.” (*Id.*) Later, she texts him, through Bentley, “My mom is heartbroken thinking about you being with other women”; “She agrees that right now it isn’t healthy for you two to sleep together, but she just can’t be with anyone else either.” (*Id.*) Also on February 17, 2015, and continuing from the previous message where she describes not being able to be with anyone else, Wright texts Parisi, again through Bentley, “[t]hat might be why it feels so special with her because she loves you with her whole heart and soul and being. She loves you with all she is. She listens to you breathe, she watches you move, she feels you tingle, she smells your body and she loves your very essence.” (*Id.*)
41. On February 19, 2015, Wright told Parisi that she was sorry she betrayed his trust by taking the \$15,000 out of their joint account. (*Id.*)
42. On February 23, 2015, Wright appeared at the emergency department of Abbott Northwestern Hospital for evaluation of generalized weakness, abdominal pain, diarrhea, and a migraine. (*Id.*) Wright did not report, and the medical record does not reflect, rectal prolapse, anal fissure, fecal incontinence, or rape. (*Id.*)
43. On February 25, 2015, Wright had an appointment with Dr. Katherine Johnson (“Dr. Johnson”). (*Id.*) The appointment was for a follow-up from Wright’s February 23, 2015 visit. Wright reported her last sexual contact occurred six weeks earlier. (*Id.*) Wright identified certain “stressors,” including her failed relationship with Parisi, her concern about his numerous other sexual partners, and her stress surrounding the Unit 200 partition. (*Id.*)
44. Wright did not tell Dr. Johnson that Parisi raped her, that she was suffering from fecal incontinence, rectal prolapse, or anal fissure. (*Id.*) Dr. Johnson noted that Wright had a normal external gynecological exam. (*Id.*)

45. Wright claimed that in the days following the alleged rape, “[she] called [her] doctor to go get an appointment to get tested for HIV.” (*Id.* at 26:20-25, 30:4, 36:14-16.) Wright testified she was not able to take that test until late February 2015. (*Id.* at 36:18-24.) Wright testified that she did not have the HIV test results by March 5, 2015. (*Id.* at 30:23-24.) Wright still did not have the HIV test results by August 11, 2016. (*Id.* at 61:8–63:12.) However, in her August 2, 2016 e-mail, Wright states that “[a]n initial [HIV] test was negative but to rule out the possibility of an HIV positive diagnosis, a second test is required.” (Pl.’s Ex. 18.) Wright writes that she was going to get the second test with Dr. Katherine Johnson. (*Id.*) There is no documentary evidence or other witness testimony in the record to support Wright’s claim that she had an HIV test contemporaneous with the alleged January 22, 2015 assault.
46. Wright made twelve visits to a variety of medical care providers in the eighteen months after she claims Parisi raped her, caused her rectum to prolapse, and caused her to experience fecal incontinence. (Tr. Trans. II PM, 27:1-25; *see generally* Pl.’s Ex. 1.) Despite that Wright’s extensive medical records describe her medical history and other health issues in detail, those records omit any mention of a rectal prolapse, or fecal incontinence.
47. Wright testified that because of her fecal incontinence after the alleged rape she had to wear a diaper every day from January 23, 2015 through March of 2017. (*Id.*) This was not contemporaneously noted in her medical records, nor did she produce any evidence that she purchased adult diapers during the relevant time period. (*Id.*; Tr. Trans. II AM, 81:20–92:20.)
48. The court finds the lack of medical documentation for Wright’s alleged injuries and medical problems to be suspect.
49. There are also other inconsistencies between Wright’s version of the alleged assault and statements she made to medical providers. On March 5, 2015, after Wright hospitalized herself due to suicidal ideations, Nurse Mueni Maluko noted that Wright denied any abdominal or gastro-intestinal problems (*Id.* at II AM, 100:8-16.) Wright agreed that a prolapsed rectum and fecal incontinence would fit within these categories. (*Id.*)
50. On July 31, 2015, following a seizure episode, Wright reported to a Dr. Leech that she had not had a seizure for “many years.” (Pl.’s Ex. 1.) Wright told the same thing to a Dr. Burgy the day after—that she had not had a seizure for “years” prior to the July 31, 2015 seizure. (*Id.*) On September 10, 2015, neurologist Dr. Ornes recorded Wright’s representation that she had not had a seizure for several years prior to the July 31, 2015 seizure. (*Id.*) The next day, Wright again tells a neurologist, Dr. Schmittdiel, that she had not experienced a seizure for three years until the July 31, 2015 seizure. (*Id.*) These doctor’s notes are inconsistent with Wright’s claim that she had a seizure on January 22, 2015. Similarly, Wright never told any of her physicians about the seizure she claims to have had the night the Parties met in 2014. (Tr. Trans II PM, 81:1–82:12; *see also supra*, ¶ 5.)
51. Wright’s sexual assault allegation does not appear in her medical records until after June 30, 2016. The timing of Wright’s first report is significant and suspect because it came

after Wright lost the Eviction Action Parisi brought against her. (*supra*, ¶ 21; *infra*, ¶¶ 60–65.)

52. Wright testified that Dr. Johnson observed injuries to her anus and rectum in February of 2015, but this claim is not credible. No reasonable explanation was offered for why Dr. Johnson ably documented all other details of Wright’s February 25, 2015 visit but failed to mention the allegedly performed rectal exam or the presence of an anal fissure or rectal prolapse.
53. Parisi introduced evidence that Wright attempted to have Dr. Johnson alter Wright’s medical records two months before the trial in Wright’s battery case against Paris. (*See* Court File Number 27-CV-15-5438 (the “Battery Case”); Pl.’s Ex. 1.) On April 12, 2017, Wright requested Dr. Johnson amend the medical note from Wright’s February 25, 2015 appointment to add that a rectal exam was conducted and an anal fissure was present. (*Id.*; Tr. Trans. II PM, 31:1–33:5.) Dr. Johnson was “not able to amend [her] note from February [sic] of 2015. [She did] not recall with certainty that [she] performed a rectal exam at this visit. [She did] not have certain recall of telling [Wright] she had a fissure.” (*Id.*) The requested amendment would have provided contemporaneous evidence of injuries consistent with Wright’s narrative, but Dr. Johnson declined to corroborate Wright’s averment.
54. While Wright maintained her injuries were noted by Dr. Johnson in February of 2015, *she also testified* that she did not tell any of her medical providers that she suffered from a rectal prolapse or was incontinent until 2016. (*Id.* at 27:1-25, 32:1-25.) These facts conflict and bring Wright’s credibility into further question. Wright cannot credibly claim that her doctor performed a rectal exam and discovered an anal fissure in February of 2015, but somehow did not note this, *while also claiming* not to have told any medical providers that she had a prolapsed rectum until 2016.⁴
55. A rectal exam does not appear in Wright’s medical records until August 1, 2016, when it was conspicuously documented at that time. (Pl.’s Ex. 1)
56. The preponderance of the evidence demonstrates that Wright did not have rectal prolapse or anal fissure until 2016.⁵ This deconstructs a central premise of Wright’s sexual assault claim.

III. The Purchase Agreement cancellation, the Parties’ litigation, and Wright’s police reports

57. In March of 2015, after the devolution of the 200 Unit partition project, Wright filed what would become the Battery Case. Initially, Wright filed the case to enjoin cancellation of the Purchase Agreement. (Tr. Trans. II PM, 39:24–40:25.) Around one year later, Wright

⁴ If Wright’s suggestion is that she did not tell Dr. Johnson about the prolapsed rectum, but that Dr. Johnson discovered and told Wright about it, Wright’s semantic gamesmanship would cause her to lose more credibility. This was not sussed out at trial. The essence of Wright’s testimony nevertheless conflicts.

⁵ No testimony was presented about the difference between these two health issues.

amended the action to include a battery claim against Parisi; this became her allegation that he raped her on January 22, 2015.

58. On March 24, 2015, Parisi served Wright with a cancellation of the Purchase Agreement. (*Id.*) This became the Eviction Action. Wright filed a petition for an order for protection (“OFP I”) against Parisi that same day. (*Id.*, at Pl.’s Ex. 14.)
59. OFP I alleged that “Parisi tried to run [Wright] down with his vehicle” in March of 2015 (*Id.*) Wright also alleged that in January of 2015, the same month that Wright later claimed Parisi raped her, “Parisi became upset with [Wright] when [she] attempted to leave [the Washington Condominium]. He followed [her] downstairs, and as [she] was getting to the door, he put his hand against the door preventing [her] from leaving . . . [B]ecause [she] was scared, [she] had a seizure at this point. When [she came out of her seizure episode], [Parisi] started yelling and screaming at [Wright] to ‘shut up’ because he didn’t want the neighbors to hear [her]. [Wright] was crying and scared.” (*Id.*)
60. OFP I does not include a rape allegation against Parisi, although Wright checked the box stating OFP I was for “physical harm, bodily injury, or assault.” (*Id.*) OFP I was dismissed before the hearing. (Tr. Trans. I AM, 114:17–116:2.)
61. On December 24, 2015, Wright was ordered to post a \$13,800 supersedeas bond in the Eviction Action to remain living in Parisi’s property. (Tr. Trans. II PM, 57:1-25.)
62. In January of 2016, Wright amended her complaint in the Battery Case to include a battery claim, asserting that “[o]n January 22, 2015, Francesco Parisi intentionally struck [Wright] several times with his fists, and used unwanted physical contact and intimidation to prevent Plaintiff from leaving his Minneapolis condominium.” (Tr. Trans. I AM, 121:4–122:17; Pl.’s Ex. 4.) The allegation noted that “[t]he unwanted offensive conduct by Mr. Parisi caused [Wright] physical harm. As a result of battery Plaintiff suffered damages in an amount to be determined at trial.” (*Id.*)
63. In June of 2016, Parisi testified that Wright experienced fourteen “negative events” (Tr. Trans. I PM, 3:16.) Regardless of the exact number, Wright indeed suffered a series of litigation defeats during that month.
64. On June 13, 2016, Wright lost her appeal in the Eviction Action; on June 14, 2016, the funds she was required to submit during that litigation and for her appeal were released to Parisi; on June 17, 2016, she was served a Writ of Recovery of Premises; soon after, a judgment was docketed with Parisi as the prevailing party, requiring her to pay Parisi court costs; Wright then brought a *pro se* Petition for Further Review to the Minnesota Supreme Court; on June 29, 2016, Wright was required to post another \$4,600 while she sought that review in the Eviction Action. (Tr. Trans. I AM, 114:9–129:25; Tr. Trans. II PM, 60:1-21.)
65. Wright initially sought to continue this June 29, 2016 hearing date, claiming she had had a seizure and was unable to attend the hearing because she needed recovery time. (Tr. Trans. I AM, 126:1–130:3; Ex. 36.) However, Parisi testified that soon after she made that request, he saw Wright jogging and riding a scooter from his 100 Unit terrace. (*Id.*) Parisi testified that he took a video of her activity because he found it “so outrageously irritating that she

would claim to be unable to attend a court hearing but she could go jogging and ride a scooter.” (*Id.*) Parisi submitted screenshots of her on her scooter and used the images to oppose her request for a continuance. (*Id.*) The district court then denied Wright’s request for a continuance and ordered her to post an additional \$4,600 supersedeas bond at the June 29, 2016 hearing. (*Id.*)

66. The next day, June 30, 2016, Wright contacted Sergeant Julie Hagen (“Sergeant Hagen”) of the Minneapolis Police Department. (Tr. Trans. III PM, 28:4-25; Tr. Trans. II PM, 60:1-21.) Wright reported that Parisi raped her around eighteen months earlier, on January 22, 2015. (Tr. Trans. III PM, 26:24–28:3, 32:1–38:7.) Sergeant Hagen had been a police officer for around twenty-one years at the time of trial. (*Id.*) When Wright made her report, Sergeant Hagen had worked in the Minneapolis Police Department Sex Crimes unit as a sergeant and investigator for two to three years. (*Id.*) Sergeant Hagen received specific training in investigating sex crimes. (*Id.*) Sergeant Hagen testified that she “tried to gather as much evidence as [she] could to support [Wright’s] claim. [She] asked for . . . Ms. Wright to provide [her] with the name of the clinic or hospital where she received treatment for her . . . injuries involving bowel movements and where she received some STD testing.”⁶ Wright did not provide that documentation, and what she did submit was blacked out in certain parts, so Sergeant Hagen could not substantiate their contents. (*Id.*) Ultimately, Sergeant Hagen “did not find enough evidence within the case to submit it to the County Attorney’s Office for the consideration of charges” and was “unable to substantiate anything [Wright] had said.” (*Id.*)
67. Sergeant Hagen “found that it was difficult to keep Ms. Wright on topic of the sexual assault, and [she] had to keep pulling her back into the conversation involving the sexual assault and Mr. Parisi as a suspect in that assault.” (*Id.*) The topic about which Wright wanted to discuss was “[t]he condo.” (*Id.*) On cross-examination, Sergeant Hagen agreed that it was “very common” for assault victims not to understand that the investigating officer “can’t help them with some problems and can help them with others[.]” (*Id.*)
68. The Court finds Sergeant Hagen was a credible witness. Her retelling of Wright’s first police report brings Wright’s narrative under more scrutiny.
69. While the Court understands there are many valid reasons assault victims have to delay reporting, the particular timing of Wright’s report—just days after Parisi won the Eviction Action against her—raises questions about her allegations’ credibility.
70. After Parisi’s litigation victories in June of 2016, and after Wright’s petition for review to the Minnesota Supreme Court was denied, Parisi had a sheriff post another Writ of Recovery of Premises on Wright’s door. (*See supra*, ¶ 64; Tr. Trans. I AM, 4:13-25 114:9–129:25; Tr. Trans. II PM, 60:1-21.) On August 11, 2016, Wright filed an *ex parte* order for protection (“OFP II”) against Parisi. (Tr. Trans. I PM, 4:25–11:25, Pl.’s Ex. 13.) OFP II included identical language concerning the events of January 2015, but requests a stay of the eviction and adds that “[w]hen [Wright came out of her seizure episode she] realized [Parisi] was anally raping [her]. While he was raping [her], he started yelling and screaming

⁶ This is the HIV test Wright claimed to have gotten after the alleged rape. (Tr. Trans. III AM, 30:1-9.)

at [her] to shut up because he didn't want his neighbors to hear. [Wright] was crying and scared." (*Id.*)

71. Wright served OFP II to the University of Minnesota, where Parisi worked, not where he lived, and she did not include his home address or his phone number, despite living next to him. (*Id.*) The district court issued the *ex parte* order, which stayed the eviction. (*Id.*)
72. Soon after, "two police cars . . . and the sheriff came" to the 100 Unit and told Parisi he was violating OFP II and had to leave. (*Id.*) "The effect was that [Parisi] had to move out of [his] own property and live somewhere else . . . [f]or a couple of weeks—until there was a hearing . . . several days [later] . . ." (*Id.*)
73. In January of 2017, Parisi received around \$5,000 in bond funds Wright posted to continue their litigation in the Eviction Action. (*Id.* at 12:16.) Parisi estimated that Wright was required to forfeit around \$25,000 in total. (Tr. Trans. I AM, 120:11-23.)
74. Also in January or early February of 2017, Wright made her second police report; this time Sergeant Ronald Stenerson ("Sergeant Stenerson") investigated the matter. (Tr. Trans. I PM, 12:1–19:4; Ex. 15.) Sergeant Stenerson had been a police officer for around twenty-eight years at the time of trial. (Tr. Trans. IV AM, 63:1–85:2.) At the time he met Wright, he was on an assignment in the Minneapolis Police Department Domestic Assault unit; he was assigned there between 2015 and 2017 (*Id.*) Sergeant Stenerson did not receive specific training related to sex crimes in that unit. (*Id.*) Sergeant Stenerson testified he had never been assigned to sex crimes cases and did not have the experience to answer a question about how rape survivors handle reporting their experience when the perpetrator is an intimate partner versus a stranger. (*Id.*)
75. Sergeant Stenerson testified he self-assigned Wright's report as it "was at the top of the stack at the time [he] went into the office to take a case on [his] own initiative." (*Id.*) After interviewing Wright, Sergeant Stenerson issued a tow and hold order on Parisi's black Jeep since it matched the description Wright provided regarding the car that was supposedly used to run her down. (*Id.*) Sergeant Stenerson obtained Wright's diary⁷ and a selective portion of Wright's medical records where she reported the alleged assault to medical providers in August 2016(*Id.*; Pl.'s Ex. 15.) Sergeant Stenerson found Wright "very credible." (*Id.*) On cross-examination, Sergeant Stenerson testified that he did not look at Sergeant Hagen's report, despite being aware of it. (*Id.*) The Court places very little weight on Sergeant Stenerson's opinion about Wright's credibility given his limited investigation.
76. A complaint charging Parisi with various crimes, signed by Sergeant Stenerson and the prosecuting attorney, Justin Wesley, was issued. (*Id.*) Soon after, Parisi was arrested. (*Id.*)

⁷ The diary was not produced in this litigation.

77. Sergeant Stenerson testified that “several weeks after the complaint was signed...the prosecutor...dismissed the case.” (*Id.*) Parisi paid a criminal defense attorney \$50,000 upfront to assist him in dealing with this criminal case. (Tr. Trans. I PM, 16:5-13.)
78. While Parisi was jailed, his mother passed away. (Tr. Tans. I PM, 18:1-25, 22:1–25:25.)

IV. Other inconsistencies and character evidence

79. Wright accused Parisi of attempting to run her down with his car on three occasions. (Tr. Trans. II PM, 53:3–54:15.) First on March 19, 2015, then on January 17, 2017, and finally on July 10, 2018. (*Id.*)
80. The third time Wright claimed Parisi tried to run her down with his car was made when she filed a harassment restraining order (“HRO I”) against Parisi in 2018. (*Id.*) HRO I states that on July 10, 2018, Parisi chased her down in his black Jeep once again. (*Id.*) HRO I includes a detailed description of that black Jeep, its particular sticker and specific scratches, in a transparent attempt to match it to Parisi. (Pl.’s Exs. 8, 9.) Wright claimed Parisi drove within twelve inches from her and that she saw his face smiling at him—Parisi testified that this was the “same narrative that she had [used] other times in other cases against [him]” (*Id.*; Tr. Trans. I PM, 51:10-14.) Parisi denied ever trying to use his car to assault Wright. (*Id.*) Parisi also produced documentary evidence that he did not own the black Jeep at that time, having sold it in May of 2017. (Tr. Trans. I PM, 51:3–53:24; Pl.’s Ex. 44.). In February of 2019, HRO I was dismissed. (*Id.*) Parisi’s testimony and documentary evidence related to HRO I was credible. When confronted with the fact that Parisi did not own the black Jeep in July of 2018, Wright claimed she was simply mistaken about the July 10, 2018 date she listed in HRO I. (Tr. Trans. II PM, 53:3–54:15.). Wright’s testimony on this inconsistency was not credible.
81. Wright signed e-mails as “Dr. Morgan Wright,” despite not being a doctor. (Tr. Trans. II AM, 58:10-14, at Ex. 19.) This diminishes her credibility.
82. Wright told people she has a degree from the Juilliard School of Music in New York, despite not having one. (Tr. Trans. II PM, 75:1-13.) This diminishes her credibility.
83. Wright’s medical records indicate she had a Master of Art degree in Educational Psychology, despite not having one. (Tr. Trans. II AM, 99:9-22.) Wright denied telling this to her psychiatrist, but it is unclear why or how this would have otherwise ended up in her medical records. (*Id.*) This diminishes her credibility.
84. Wright did not tell anyone she was raped until 2016. Accounts vary as to when in 2016 Wright began telling those close to her. Generally, the testimony at trial oriented toward the summer of 2016—near June 30, 2016, after Wright lost her appeal in the Eviction Action. Reverend Tim Hart-Anderson (“Reverend Hart-Anderson”) was an outlier, testifying that Wright told him “probably in—it was in the winter of 2016. Probably February or March of 2016.” (Tr. Trans. IV AM, 24:12-21.) Reverend Hart-Anderson’s relationship with Wright was formed in his capacity as a pastor and in providing her with pastoral care. When asked, “[w]hich do you believe . . . is the greater of your duties [as a reverend]: To provide comfort and support to your congregants or not to bear false

testimony,” Reverend Hart-Anderson responded that “where we’re challenged to either follow a strict teaching of the church or offer pastoral care, I believe the proper answer is offer the pastoral care.” (*Id.* at 30:19–31:9.) Reverend Hart-Anderson’s testimony does little to bolster Wright’s credibility.

V. The suicide note and e-mails Wright sent to others about Parisi

85. On March 5, 2015, Wright sent an e-mail (the “suicide letter”) to Parisi, Parisi’s attorney, and Julie Jorgensen, who had been trying to help Wright negotiate the 200 Unit purchase. (Tr. Trans. I AM, 108:24–; *Id.* at II AM, 67:5–68:18; Pl.’s Ex. 22.) Wright expressed her intent to commit suicide; but also listed a number of things she claimed Parisi had done, including having sex with law school co-workers, his students, and that Parisi “confessed [to Wright] to having sex multiple times with . . . the underage daughters of a colleague from the University of Minnesota Law School after plying her with alcohol [Wright] didn’t want to be around him, and he can’t even sue [her] for defamation because he said it and [she is] dead.” (*Id.* (Parisi reading from Pl.’s Ex. 22.)) Parisi denied these allegations. (*Id.*) Wright did not mention or imply being sexually assaulted by Parisi in the suicide letter.
86. On July 25, 2016, Wright sent an e-mail to Tina Marisam (an equal opportunity director from the University of Minnesota (the “U of M”)), Julie Jorgenson, and Ted Seaman that Parisi anally raped her while she was having a seizure on January 22, 2015. (Tr. Trans. II AM, 56:5–62:12; Pl.’s Ex. 20.) The e-mail includes a “STATEMENT OF WHAT [Parisi] DID TO [Wright] ON 22 JANUARY 2015.” (*Id.*) Wright describes the rape and the confessions she claims Parisi made, similar to those included in her suicide letter. (*Id.*) Wright also explained, “[s]he pulled money out of the joint account in response to being assaulted by Parisi.” (*Id.*) This was the \$15,000 in earnest money Wright later returned and apologized to Parisi for taking. (Pl.’s Ex. 2.)
87. On July 29, 2016, Wright sent an e-mail to Tina Marisam, the Office of General Counsel (the “OGC”) for the U of M, Reverend Tim Hart-Andersen, Sara Henrich, Meghan Gage-Finn, Ted Seaman, Danielle Briand, William Lewis French, and Sarah Carrero. (Tr. Trans. II AM, 56:5–62:12; Pl.’s Ex. 19.) Wright described “coming forward with [her] experiences with [Parisi],” and claims that several other women have had similar experiences, some of whom were bringing legal action against Parisi. (*Id.*) Wright described Parisi’s “pattern of behavior” involving victimization and rape. (*Id.*) Wright even stated that Parisi’s daughter has accused him of sexual assault. (*Id.*) Wright signed the email, “Dr. Morgan Wright.” (*Id.*)
88. On August 2, 2016, Wright sent an e-mail to the OGC, Tina Marisam, Marcie Babcock (the unit manager for the Minnesota Department of Health for infectious disease epidemiology), Reverend Tim Hart-Andersen, Sara Henrich, Meghan Gage-Finn, Ted Seaman, Danielle Briand, and William Lewis French. (Tr. Trans. II AM, 56:5–62:12; Pl.’s Ex. 18.) In it, Wright tells the recipients that Parisi told her that he raped underage girls,

raped the daughter of a colleague, that Parisi's daughter accused him of rape, and that he is HIV positive.⁸

89. On August 10, 2016, Wright sent an e-mail to Tina Marisam, Sarah Henrich, Sergeant Julie Hagen, Ted Seaman, William Lewis French, and Danielle Briand. (Pl.'s Ex. 21.) In it, she included her suicide letter. (*Id.*) She also invited Sergeant Hagen and Tina Marisam to communicate about the statement Wright gave to Sergeant Hagen the previous day. (*Id.*) Wright also referenced an *ex parte* OFP she would later file. (*Id.*)
90. On August 24, 2016, Wright sent an e-mail to many of the same people as in her previous e-mails, and over a dozen others. (*Id.*) Wright did not reference Parisi by name, but references the rape investigation, the Eviction Action that was declined for review by the Minnesota Supreme Court, and states, “[t]he person who did this is a law professor at the University of Minnesota—the same law professor who raped me after he wrote a fraudulent contract which he intended to breach from the very beginning. This same law professor raped me while I was having a seizure. I did not and could not consent . . .” (*Id.*)
91. Ultimately, the Court finds Wright's many allegations incredible and Parisi's denial of them credible. The preponderance of the evidence clearly shows that Wright created a destructive fiction. Wright publicized allegations without regard for their truth or effect: that Parisi raped her, that he had sex with underage girls after giving them alcohol, that his daughter accused him of raping her, and that he was HIV positive. She spread these defamatory statements to Parisi's employer (the University of Minnesota), to the Minnesota Department of Health, and most importantly to the police. Her police report to Sergeant Stenerson and Parisi's subsequent arrest proved the most damaging.

VI. Testimony surrounding the impact on Parisi's reputation and damages

92. Antonio Nicita (“Nicita”) was the first person to testify at trial; he discussed the impact of Parisi's arrest and the allegations Wright waged against him in the Italian professional community. (Tr. Trans. I AM, 23:12.) Nicita has a bachelor's degree from the University of Bocconi in economics, a Ph.D in economics from the University of Siena, a post-doc from the University of Cambridge, and was a Fulbright graduate from the University of Yale. (*Id.* at 24:19-23.)
93. In Italy, Nicita is a tenured professor of economics at the University of Sapienza in Rome, he has contractual positions as a professor of economics at the University LUMSA in Rome and at a university in Palermo. (*Id.* at 25:9-18.) However, during 2014 to 2019 he was on leave from those positions for his appointment to the Italian Parliament as one of the commissioners of the Italian regulator of telecommunications (“AgCom”), which is like an Italian Federal Communications Commission. (*Id.*)

⁸ Whether Wright is relaying what she claims Parisi told her, or claiming he committed those acts is equivocation. Parisi claims he never did these things, and never told Wright that he did them. If Wright is relaying statements Parisi never made, it is equivalent to attributing those actions to Parisi; the effect on the reader is the same.

94. Nicita has known Parisi since 2000 or 2001 while at the University of Siena as an economic researcher, where Parisi was consistently invited as a lecturer on law and economics each year. (*Id.* at 26:17–28:25.) In 2001, Nicita was appointed director of studies in law and economics at that university. (*Id.*) As director, Nicita invited Parisi to lecture every year at the University of Siena. (*Id.*)
95. Nicita testified that Parisi was considered a prominent Italian scholar, with an excellent reputation and *bona fides*. (*Id.*)
96. Nicita testified that after news broke about Parisi’s arrest and criminal charges in nationwide Italian news publications, he could no longer invite Parisi to be a lecturer or director at LUMSA. (*Id.* at 32:21–33:25.) Nor could Nicita recommend him for an appointment to a position in AgCom, perhaps even as a commissioner, where Parisi had previously been a likely and well-qualified future candidate. (*Id.*)
97. After Italian publications disseminated Parisi’s arrest and criminal charges, Nicita testified that Parisi’s reputation was tarnished across the entire Italian professional and academic community. (*Id.* at 44:25–46:21.) The likelihood that Parisi could be appointed to a role as a public official in any capacity was dramatically decreased. (*Id.*)
98. Nicita testified that after news of Parisi’s arrest and the rape allegations against him reached Italy, it “reduced the possibility to have him in the front line of [a] professorship as . . . in the past.” (*Id.* at 29:12–30:24.)
99. Nicita testified that if Wright had not accused Parisi of rape, Parisi would “[f]or sure” have been continually offered a position at the LUMSA summer school program, where Nicita is the director of that program, which amounted to €20,000 per summer on three-year cycles. (*Id.* at 34:3–38:21.)
100. Nicita testified to other opportunities Parisi cannot participate in due to Wright’s allegations. (*Id.* at 39:1–42:20.) Nicita testified that Parisi could not be involved with AgCom, the Italian regulatory commission, where Nicita is a board member, and where Parisi would have been Nicita’s first choice as a board member, had it not been for Wright’s allegations. (*Id.* at 42:21–46:21.) This board membership would have been for a five-year period, and compensation would have been either €50,000 per year, if Parisi was a simple board member, or €80,000 for twenty months of those five years if he would have been president of the board. (*Id.*)
101. Nicita testified that he is disinclined to publish academic articles with Parisi as a co-author due to Parisi’s diminished reputation after his arrest, but that in the future it is possible, and barring the reputational consequences he would “love to [work on an academic publication with Parisi].” (*Id.* at 56:14–57:25.)
102. Nicita also testified to the possibility of Parisi regaining his summer lecture position at LUMSA, which Nicita considered possible, but with a “low probability that it will happen.” (*Id.* at 56:13; 70:9–71:3; 74:11–75:8.)

103. The Court finds Nicita’s testimony credible. Nicita is a distinguished scholar and academic. His prominence within the relevant professional sphere was not contradicted. His testimony regarding the impact of Parisi’s arrest and criminal charges had on this community deserves deference. It is clear Parisi’s reputation was severely damaged in Italy and had and continues to have a detrimental economic impact.
104. Parisi also called Garry Jenkins, Dean of the University of Minnesota Law School (“Dean Jenkins”). Dean Jenkins directly interacted with Parisi in his duties as Dean, while also acting as a kind of liaison to student groups (Tr. Trans. III PM, 41:3–43:14.) Dean Jenkins wears many hats, but his responsibility for the law school’s large budget and extensive knowledge and experience with faculty compensation is of particular relevance here. (*Id.*)
105. Dean Jenkins testified to the professional fallout after Parisi’s arrest. Immediately after Parisi was arrested on a criminal sexual conduct charge, he was barred from the University of Minnesota Law School. (*Id.* at 45:1-8.) He was prevented from completing the academic year, from accessing the law library, or from contacting his students. (*Id.* at 44:11-16, 45:13-16.) Since then, Dean Jenkins agreed with Parisi’s testimony concerning his difficulty retaining research assistants, a key aspect of Parisi’s legal scholarship. (*Id.* at 50:1-25; Tr. Trans. I PM., 30:20.) Dean Jenkins acknowledged that without research assistants, Parisi’s ability to produce scholarship would be negatively impacted. (*Id.*)
106. Dean Jenkins also agreed that after Parisi’s arrest, enrollment in his classes dropped precipitously, with some classes being cancelled due to low enrollment. (Tr. Trans. III PM, 48:1-25.) Female enrollment became almost non-existent. (*Id.*)
107. Dean Jenkins testified that extra-professorial invitations for consulting or receiving honorariums for keynote speeches can range from \$5,000 to \$30,000 per year, depending on a person’s ambition. (*Id.*) When asked, “[i]f Professor Parisi were at another comparable law school to the University of Minnesota, say Yale, at the time that Ms. Wright made her allegations and then had contacted you to transfer to . . . [the] University of Minnesota Law School, would [he] hire [Parisi]?” Dean Jenkins replied that he “would not pursue that candidate.” (*Id.* at 59:14-21.)
108. Dean Jenkins testified that Parisi’s academic reputation has been damaged as a result of Wright’s “explosive and salacious” allegations, which “has had a significant impact[,]” like a “cloud” over him. (*Id.* at 59:23–60:16.) Dean Jenkins testified that “winning this case would be helpful” in restoring Parisi’s academic reputation, “but at the end of the day people won’t forget.” (*Id.*) The Court finds this testimony credible. Dean Jenkins is particularly experienced in this professional and academic world; his opinion carries significant weight.
109. Dean Jenkins agreed that damage to Parisi’s reputation mainly stems from his arrest following Wright’s police report to Sergeant Stenerson. (*Id.* at 73:9–75:1.)
110. Dean Jenkins testified he expected Parisi, at age fifty-seven, could continue teaching for another eighteen to twenty years, and that teaching until age seventy-seven would not be unexpected. (*Id.* at 55:11-21.)

111. According to Dean Jenkins, faculty salary is set based on balancing a “three-legged stool,” consisting of “[e]xcellence in teaching, service, and research.” (*Id.* at 47:9-10, 24.) Following Parisi’s arrest, his salary at the University of Minnesota Law School has increased at a lower proportional rate than before that time. (*Id.* at 76:10-15.)
112. When asked “how much annual pay penalty Professor Parisi has sustained based on the [three-legged stool criteria,]” Dean Jenkins testified that Parisi’s annual salary is “between 80 basis points and 1 percent [of] . . . where the full amount could have been compared to where it was.” (*Id.* at 55:22–56:23.) Over the course of the Parisi’s potential remaining tenure, Dean Jenkins agreed this would be around \$130,000. (*Id.*)
113. On cross-examination, Dean Jenkins also testified that it “would be bad” if a professor lost student exams, something that the evidence shows Parisi did. (*Id.* at 65:10; Pl.’s Ex. 2, at 105.) Dean Jenkins also testified that failure to prepare a course syllabus or prepare to teach courses, something text messages also revealed, would be an “inconvenience” that the law school would try to “ensure did not happen again,” and if it did, it would lead to a serious conversation and have other impacts on a professor’s performance. (*Id.* at 65:14-25.) However, there is no evidence Parisi’s possible failure to prepare for teaching a course impacted his salary or was noticed by Dean Jenkins or others at the U of M law school.
114. Dean Jenkins was a credible witness. He was forthright, did not engage in over-speculation, and demonstrated a clear understanding for the relevant policies and procedures at the U of M Law School. His testimony added weight and credibility to the negative impact that Wright’s allegations and Parisi’s arrest had on his professional reputation.
115. Other economic consequences caused by Wright’s false police report include Parisi’s removal from his position as the co-director of the Institute of Law and Economics. (Tr. Trans. I PM, 21:20.) Keynote speaker positions were withdrawn in Haiti and at the International Society of Copyright Economics; and he was not asked to return to what he testified was normally a lifetime position on a Nobel Prize Nominating Committee. (*Id.* at 24:21-25; 25:17–26:17.)
116. Parisi also testified about the effect Wright’s allegations have had on his personal and romantic life. (Tr. Trans. I PM, 54:2–59:10.) Parisi testified that before the police report and related ordeal was publicized, it had been “fairly easy to invite somebody out for dinner or for a drink[,]” but there has been “a chilling effect” ever since his arrest and the criminal charges were published in news outlets. (*Id.*) Parisi testified that given how easy it is to search the internet and find articles related to his arrest and criminal charges, he usually discloses this to women upfront, since “there’s no way around it, and [Parisi] would not feel comfortable, even if [he] could, to hide that information.” (*Id.*) He stated that “half leave after the first disclosure, half stay until the end of the first date and . . . send a polite e-mail or text message explaining why they don’t want a second date.” (*Id.*) The few who are supportive “tend to be those who have had similar criminal experience, and those are not those [Parisi] would like to be associated with.” Parisi is divorced and was single at the time of trial. (*Id.*) Parisi testified he that he did not believe his romantic life could return to normal, even if he won this case. (*Id.*) Parisi estimated “[a] symbolic figure” to compensate the damage to his dating life at \$250,000. (*Id.*)

117. Wright argues that Parisi is not entitled to damages because his career continues to be successful. Wright points out that the week before this trial, Parisi accepted a Lifetime Achievement Award in his field in Tel Aviv. (Def.'s Ex. 10; Tr. Trans. II AM, 14:20–16:15.) Wright asserts that Parisi continues to publish, although at a reduced rate due to the lack of willing research assistants. (*Id.* at 39:14–40:1; 40:9–25.) The University of Chicago invited Parisi to speak for one presentation. (*Id.* at 40:2-8.) He remains a professor at the University of Bologna, where he has tenure but no enrollment. (*Id.* at 41:1-5.) He remains the Oppenheimer, Wolff and Donnelly Chair at the University of Minnesota Law School. (*Id.* at 41:12–42:8.) Dean Jenkins described Parisi as an “accomplished” and “respected” professor. (Tr. Trans. III PM, 68:22-25; 69:11-16.) However, all of these pieces of evidence merely mitigate the indisputable evidence that Parisi’s reputation was badly damaged as a result of Wright’s defamatory conduct.
118. The following analysis explains that these claims are defamatory, why the relevant statements are unprivileged, and how their dissemination caused damage to Parisi’s reputation.

CONCLUSIONS OF LAW

VII. The qualified privilege

1. Wright cannot protect her defamatory statements under a qualified privilege

119. Of the many potentially defamatory statements, the Court finds that Wright's report to Sergeant Stenerson was the most damaging, since it caused Parisi's arrest and mass publication of some of her allegations, namely that Parisi raped her.
120. Wright claims that the reports she made to police are protected by a qualified privilege. "One who makes a defamatory statement will not be held liable if the statement is published under circumstances that make it qualifiedly privileged and if the privilege is not abused." *Bol v. Cole*, 561 N.W.2d 143, 149 (Minn. 1997) (finding the defendant to be protected by a qualified privilege in releasing reports of minor child abuse implicating the plaintiff).
121. The qualified privilege can be abused where it was not "made in good faith and must be made upon a proper occasion, from a proper motive, and 'must be based upon reasonable or probable cause.'" *Bol*, 561 N.W.2d at 149 (quoting *Stuempges v. Parke, Davis & Co.*, 297 N.W.2d 252, 258–59 (Minn. 1980).; see also *Friedell v. Blakely Printing Co.*, 163 Minn. 226, 229–30, 203 N.W. 974, 975 (Minn. 1925) ("A communication or publication made in good faith upon any subject-matter in which the party communicating or publishing has an interest, or in reference to which he has a duty, public or private, either legal, moral, or social, if made to a person having a corresponding interest or duty, is privileged."); *Smits v. Wal-Mart Stores, Inc.*, 525 N.W.2d 554, 557 (Minn. Ct. App. 1994).⁹

2. Wright's qualified privilege defense fails at the first element, since she did not act in good faith

122. Accordingly, Wright's claimed privilege can be overcome if she did not act in good faith, because she would be abusing that privilege. *Minke v. City of Minneapolis*, 845 N.W.2d 179, 182 (Minn. 2014) ("[Q]ualified privilege bars liability only if the 'defamatory statements are publicized in good faith and without malice.'" (quoting *Matthis v. Kennedy*, 243 Minn. 219, 223, 67 N.W.2d 413, 416 (Minn. 1954))); *McBride v. Sears, Roebuck & Co.*, 306 Minn. 93, 96–97, 235 N.W.2d 371, 374 (Minn. 1975); see also *Maethner v. Someplace Safe, Inc.*, 929 N.W.2d 868, 873 (Minn. 2019) ("the common law recognizes

⁹ Public policy reasons for encouraging a certain type of communication may create a proper occasion for a qualified privilege. See *Lewis v. Equitable Life Assurance Soc'y*, 389 N.W.2d 876, 889 (Minn. 1986); *Wilson v. Weight Watchers of Upper Midwest, Inc.*, 474 N.W.2d 380, 383 (Minn. Ct. App. 1991). A qualified privilege for good-faith reports of suspected criminal activity made to the police would serve the public interest, despite the risk that some reports might be defamatory. Cf. *McGranahan v. Dahar*, 119 N.H. 758, 408 A.2d 121, 127–28 (1979) (potential harm suffered by one accused of criminal activity is minimal when no charges are filed; society has stronger interest than accused in encouraging citizens to report suspected criminal activity).

privileges, both absolute and qualified, that operate to defeat a defamation claim.”) (citing *Harlow v. State Dep’t of Human Servs.*, 883 N.W.2d 561, 569 (Minn. 2016)).

123. Wright’s good faith argument hinges upon the relevance of subjective belief. In Wright’s construction, if she “sincerely believed in the truth of the statements she made, then they are protected as good faith statements *even if* the Court concludes they are false.” (Def.’s Post-Trial Brief, 16 (citing *Brooks v. Doherty, Rumble & Butler*, 481 N.W.2d 120, 125 (Minn. Ct. App. 1992) (noting that statements are protected when the declarer makes them in good faith, even though hindsight might show the statements to be false) (citing *Wirig v. Kinney Shoe Corp.*, 461 N.W.2d 374, 380 (Minn. 1980)). The Court has already found Wright’s claim that Parisi sexually assaulted her to be false.
124. Minnesota courts are not entirely clear on the subject. The Minnesota Supreme Court has generally held that a person cannot act in good faith when they act “in reckless disregard of the truth.” *State v. Doyle*, 336 N.W.2d 247, 252 (Minn. 1983). When considering good faith reporting of discrimination in the workplace, the Minnesota Supreme Court has found that “there is both a subjective and objective element to a good-faith, reasonable-belief standard.” *Bahr v. Capella Univ.*, 788 N.W.2d 76, 82 (Minn. 2010). In the context of a reporting statute, good faith has been interpreted as “a matter of subjective intent.” *J.E.B. v Danks*, 785 N.W.2d 741, 749 (Minn. 2010) (interpreting a child abuse reporting statute). Even then though, one can only make a police report in good faith when doing so without an ulterior motive, with a proper purpose, and based on reasonable or probable cause. *Id.* Ultimately, the existence of good faith is a question of fact. *Cokley v. City of Otsego*, 623 N.W.2d 625, 630 (Minn. Ct. App. 2001).
125. As the fact-finder, the Court concludes that Wright did not act in good faith when she made a police report with Sergeant Stenerson, which caused Parisi to be arrested and criminally charged with a sex crime. Wright fabricated the many accusations she made against Parisi in retaliation for a failed relationship and a real estate venture gone awry. Good faith cannot exist in this context. Although Wright professes to believe her own accusations, it cannot be the case that one acts in good faith by convincing oneself that false accusations regarding the experience of a crime are true. Reckless disregard for the truth precludes good faith—Wright acted in reckless disregard for the truth when she made a false police report claiming Parisi raped her. *Id.* The other examples found in caselaw referencing subjective belief concern subjective belief about a legal conclusion (discrimination), or someone’s subjective belief that something happened to someone else (reporting statute). (*See supra*, ¶¶ 123–24.) Wright cannot hide behind her false distortion of reality.
126. Parisi has demonstrated, by the preponderance of the evidence, that Wright falsified damaging narratives about him in retaliation for a failed real estate deal and a soured relationship that soured. The undeniable conclusion is that Wright reported this to police without good faith. Accordingly, Wright cannot avail herself of the qualified privilege.

3. Wright also fails to satisfy all but the proper occasion element of the qualified privilege

127. Although this technically ends Wright's claim to a qualified privilege, since the list is conjunctive and each element must be satisfied, it is still worth considering whether Wright satisfies any of the other elements. *Bol*, 561 N.W.2d at 149.
128. In addition to good faith, a qualified privilege is only applicable to police reports made upon a proper occasion, from a proper motive, or based upon reasonable or probable cause. *Id.*
129. Wright's police report was made on a proper occasion. Public policy exists to encourage people to make good faith reports to the police, even if the report later turns out to be untrue. *Brooks*, 481 N.W.2d at 125; *Lewis*, 389 N.W.2d at 889; *Wilson*, 474 N.W.2d at 383. Whether a proper occasion and motive exist are questions of law. *Elstrom v. Indep. Sch. Dist. No. 270*, 533 N.W.2d 51, 55 (Minn. Ct. App. 1995). This is the only aspect of the qualified privilege that Wright satisfies.
130. Wright does not meet the proper motive or reasonable or probable cause elements of the qualified privilege. The Court has found that Wright's report to the police was based on her desire to retaliate against Parisi for their broken relationship, the failed real estate deal, and her litigation losses. Such retributive purposes are not "proper," especially in combination with the Court's finding that Wright's allegations were false, and therefore not based upon probable cause. *Id.*
131. Having determined that the police reports Wright made are not protected by a qualified privilege, the Court now turns to Parisi's defamation claim.

VIII. Defamation

132. A defamation claim requires four elements to be satisfied: that the defamatory statement is communicated to someone other than the plaintiff; that the statement is false; that the statement tends to harm the plaintiff's reputation; and that the recipient of the statement reasonably understands it to refer to the plaintiff. *State v. Crawley*, 819 N.W.2d 94 (Minn. 2012).
133. Parisi outlines the crimes Wright has accused him of committing, the "loathsome disease" she has accused him of having (HIV), the "unchastity" she has accused him of engaging in, and the unprofessional conduct she has accused him of doing. *See Anderson v. Kammeier*, 262 N.W.2d 366, 372 (Minn. 1977) (considering a defamation claim in which the plaintiff was called a "draft dodger"); (Pl.'s Post-Trial Brief, 14–17.) Some of these include statements made in a litigation context, which, under the Court's Summary Judgment Order, are subject to a litigation privilege.
134. The Court finds Parisi has satisfied his burden of production and persuasion, and demonstrated that Wright committed many acts of defamation against him. She caused false statements to be published, and the record is replete with Wright's varying false allegations, made to others, that tended to harm Parisi's reputation, and that were

understood to refer to Parisi. (*See supra*, ¶¶ 85–91.) These e-mails and her police report to Sergeant Stenerson constitute defamatory conduct. The latter being the most salient and damaging. (*See supra*, ¶¶ 74–78.) This directly caused Parisi to be arrested and jailed while his mother passed away, which tarnished and caused long-lasting damage to his professional and academic reputation, resulting in significant financial injury. (*See supra*, ¶¶ 92–117.)

135. It is worth repeating that the Court’s belief in the veracity of Wright’s testimony dwindled while the trial progressed, as evidence of her inconsistent and questionable conduct was revealed piece by piece. She lost her credibility. Her propensity for truthfulness and honesty winnowed. She lied about her advanced degrees. She signed e-mails as Dr. Wright when she is not a doctor. Her testimony and medical records conflicted time and time again—she consistently reported to doctors that she had not had a seizure for years despite also claiming to have had one while Parisi raped her. She never reported an anal fissure, rectal prolapse, or fecal incontinence until it aligned with her narrative that Parisi raped her a year and a half after the alleged incident, *and then* she attempted to amend her medical records to backdate a rectal exam and the presence of an anal fissure so it would fit her fabricated story. She even testified that she never told any of her doctors about the problems with her anus, despite also claiming that she had a rectal exam in February of 2015. All of what she reported to doctors changed in the summer of 2016, after she lost in the Court of Appeals and was facing eviction. She was caught in a lie in HRO I, when the car she claimed Parisi tried to run her down with, for the third time, had been sold months before. All of these lies and inconsistencies cumulated until it became clear that Wright was espousing fiction in order to purposefully injure Parisi.
136. Wright is legally and financially responsible for damages caused by the defamatory statements she made to Sergeant Stenerson and in her e-mails to others. *See generally Stuempges*, 297 N.W.2d 252. Parisi has established that Wright is liable for defamation.

IX. Defamation *per se*

137. The difference between a standard defamation claim and a defamation *per se* claim is that the latter presumes reputational damages and personal losses. *Longbehn v. Schoenrock*, 727 N.W.2d 153 (Minn. Ct. App. 2007). “If the defamation affects the plaintiff in his business, trade, profession, office or calling, it is defamation *per se* and thus actionable without any proof of actual damages.” *Bahr*, 766 N.W.2d at 920.
138. [D]efamatory *per se* defines a rule of damages, not of defamatory meaning.” *Schlieman v. Gannett Minn. Broad., Inc.*, 637 N.W.2d 297, 307 (Minn. Ct. App. 2001). Statements are defamatory *per se* if they falsely accuse a person of a crime, of having a loathsome disease, or of unchastity, or if they refer to improper or incompetent conduct involving a person’s business, trade, or profession. *Anderson v. Kammeier*, 262 N.W.2d 366, 372 (Minn. 1977); Restatement (Second) of Torts § 570 (1977). With regard to false accusations of a crime, “the words need not carry upon their face a direct imputation of crime.” *Larson v. R.B. Wrigley*

Co., 183 Minn. 28, 29, 235 N.W. 393, 394 (Minn. 1931). “It is sufficient if the words spoken, in their ordinary acceptance, would naturally and presumably be understood, in the connection and under the circumstances in which they are used, to impute a charge of crime.” *Id.* In accordance with this principle, courts have held that statements that impute serious sexual misconduct are defamatory *per se*. *Richie v. Paramount Pictures Corp.*, 544 N.W.2d 21, 25 n.3 (Minn. 1996) (citing *Baufield v. Safelite Glass Corp.*, 831 F.Supp. 713, 717 (D. Minn. 1993)); Restatement (Second) of Torts § 574 cmt. d (1977) (stating that statements that are actionable because they impute serious sexual misconduct may also be actionable under the rule that statements that impute a crime are defamatory *per se*). *Longbehn*, 727 N.W.2d at 158–59.

139. “[T]he test is not whether the speaker intended to make an accusation, but whether a reasonable person under similar circumstances would understand the statement as making an accusation or imputing criminal or serious sexual misconduct to another.” *Id.* at 159.
140. Damages may be presumed in this case, because Parisi has demonstrated that Wright targeted his professional reputation in falsely accusing him of a crime in her e-mails and in making a false police report to Sergeant Stenerson.¹⁰ It is indisputable that Parisi experienced harm to his profession and reputation because of Wright’s false police report made to Sergeant Stenerson. The extent of this harm is a damages question.
141. Damages are also presumed where Wright accused Parisi of crimes, sexual impropriety or misconduct, and unprofessional behavior outside of her false police report. This applies to the several e-mails Wright sent about Parisi. (*See supra*, ¶¶ 85–91.) Wright directed these defamatory statements to over a dozen people, including several people within the U of M, and Marcie Babcock, the Minnesota Department of Health. (*See id.*)

X. Damages

1. Presumed, actual, economic, and emotional damages

142. The purpose of a defamation action is to “compensat[e] private individuals for wrongful injury to reputation.” *Richie v. Paramount Pictures Corp.*, 544 N.W.2d 21, 27–28 (Minn. 1996). “[G]eneral damages are presumed, and thus a plaintiff may recover without any proof that the defamatory publication caused him or her actual harm.” *Longbehn v. Schoenrock*, 727 N.W.2d 153, 160 (Minn. Ct. App. 2007) (citing *Becker v. Alloy Hardfacing & Eng'g Co.*, 401 N.W.2d 655, 661 (Minn. 1987)). General damages are recoverable for injury to the plaintiff’s “reputation, his wounded feelings and humiliation .

¹⁰ That Parisi has successfully established defamation and defamation *per se* allow him to doubly recover or increase his damage award. *Wirig v. Kinney Shoe Corp.*, 461 N.W.2d 374, 379 (Minn. 1990) (“Although we decide parallel actions can be maintained, we do not uphold double recovery for the same harm.”).

. . . as well as estimated future damages of the same kind.” *Id.* (quoting *Richie*, 544 N.W.2d at 27).

143. Special, or economic, damages are recoverable where defamatory acts are the legal cause of any actual or pecuniary loss. *Stuempges*, 297 N.W.2d at 258–59. A defamatory publication is actionable as the legal cause of special harm if “it is a substantial factor in bringing about the harm.” Restatement (Second) of Torts § 622A(a) (1977). “Special harm . . . is the loss of something having economic or pecuniary value.” *Longbehn*, 727 N.W.2d at 160 (citing Restatement (Second) of Torts § 575 cmt. b (1977)). “Special harm may be a loss of [a] presently existing advantage, as a discharge from employment,” or “a failure to realize a reasonable expectation of gain, as a denial of employment.” *Longbehn*, 727 N.W.2d at 160 (noting damages in a defamation action include “‘a loss of [a] presently existing advantage, as a discharge from employment,’ or ‘a failure to realize a reasonable expectation of gain, as a denial of employment.’”) (citing *Stuempges*, 297 N.W.2d at 258–59); Restatement (Second) of Torts § 575 cmt. b (1977). Special damages are recoverable in this case.
144. It is not necessary that Parisi be legally entitled to receive the benefits that are denied to him because of the slander. *Id.* It is enough that the slander has disappointed his reasonable expectation of receiving a gratuity. *Id.*
145. Emotional damages, also known as pain and suffering, “are not compensable absent harm to reputation.” *Id.* Parisi has suffered harm to reputation, and is therefore entitled to compensation for emotional damages, in addition to actual pecuniary losses, economic injury, and injury to his reputation as a result of Wright’s acts of defamation.
146. The Court finds that under the totality of the circumstances, Wright caused the following damages, which Parisi is entitled to recover:
 - a. \$50,000 as an actual loss for the uncontroverted cost Parisi expended on defense counsel related to his arrest and criminal complaint that Wright caused to occur after she falsely reported a rape to Sergeant Stenerson. (*See supra*, ¶ 77.)
 - b. \$130,000 as an economic loss for value of the diminished salary raises Parisi could have reasonably expected to see but for Wright’s false police report to Sergeant Stenerson. (*See supra*, ¶ 112.) This is based on testimony elicited from Dean Jenkins.
 - c. \$87,500 as an economic loss for lost secondary teaching and guest speaker opportunities Parisi could have reasonably expected to see but for Wright’s false police report to Sergeant Stenerson. (*See supra*, ¶ 107.) This is based on testimony from Dean Jenkins, who placed a range of \$5,000 to \$30,000 on these opportunities. (*Id.*) The Court then took the median of this range as a reasonable estimate, and multiplied it by five years.
 - d. \$250,000 as an economic loss for lost consulting opportunities Parisi could have reasonably expected to see but for Wright’s false police report to Sergeant Stenerson. (Tr. Trans. II AM, 17:1-25.) This damages award is based on Parisi’s

testimony concerning \$50,000 in lost consulting opportunities per year, for five years. (*Id.*) The Court finds this to be a reasonable estimate of Parisi's future lost income related to foregone consulting opportunities.

- e. \$67,164 as an economic loss for the lost opportunity to be a director of a law and economics program at the University of LUMSA in Italy, but for Wright's false police report to Sergeant Stenerson. (*See supra*, ¶ 99.) This damages total is based on the €20,000 per summer that Parisi could have reasonably received, multiplied by three years—the duration of the program's term—and converted to United States Dollars. (*Id.*)
- f. \$279,850 as an economic loss for the lost opportunity to participate in the AgCom Board Parisi could have reasonably expected to see but for Wright's false police report to Sergeant Stenerson. (*See supra*, ¶ 100.) This damages total is based on the €50,000 per year that Parisi could have reasonably received, multiplied by five years—the duration of the appointment's term—and converted to United States Dollars.
- g. \$100,000 as general and emotional damages for missing his mother's passing while being in jail, and for his experience being jailed and criminally charged because of the false police report Wright made to Sergeant Stenerson.
- h. \$25,000 as general and emotional damages for the impact on Parisi's personal life because of the false police report Wright made to Sergeant Stenerson.
- i. \$100,000 as general reputational damages because of the false police report Wright made to Sergeant Stenerson.

2. Punitive damages

147. To obtain punitive damages, “there must be clear and convincing evidence establishing that [Wright] acted in conscious or intentional disregard for the high probability that [her] statement would cause [Parisi] harm.” *Longbehn*, 727 N.W.2d at 162.

148. Factors that courts consider in evaluating an award of punitive damages include:

the seriousness of hazard to the public arising from the defendant's misconduct, the profitability of the misconduct to the defendant, the duration of the misconduct and any concealment of it, the degree of the defendant's awareness of the hazard and of its excessiveness, the attitude and conduct of the defendant upon discovery of the misconduct, the number and level of employees involved in causing or concealing the misconduct, the financial condition of the defendant, and the total effect of other punishment likely to be imposed upon the defendant as a result of the misconduct, including compensatory and punitive damage awards to the plaintiff and other similarly situated persons, and the severity of any criminal penalty to which the defendant may be subject.

Minn. Stat. § 549.20, subd. 3; *see also* Minn. Stat. § 549.20, subd. 5 (“The court shall specifically review the punitive damages award in light of the factors set forth in subdivision 3 and shall make specific findings with respect to them.”)

149. Parisi must also establish actual malice to warrant punitive damages. *Jadwin v. Minneapolis Star & Tribune Co.*, 390 N.W.2d 437 (Minn. Ct. App. 1986) (noting the Supreme Court in *Gertz* “further restricted recovery of presumed or punitive damages to cases in which the private defamation plaintiff proves actual malice.”) (citing *Gertz v. Robert Welch, Inc.*, 418 U.S. 323, 349 (1974)). Accordingly, Wright’s defamatory statements must have been “‘made . . . from ill will and improper motives, or causelessly and wantonly for the purpose of injuring the plaintiff.’” *Stuempges*, 297 N.W.2d at 257 (quoting *McKenzie v. William J. Burns Int’l Detective Agency, Inc.*, 149 Minn. 311, 312, 183 N.W. 516, 517 (1921)). The evidence presented at trial demonstrates that Wright’s police reports and her defamatory e-mail campaign designed to damage Parisi’s reputation were made with actual malice. The Court has already held that Wright acted with an improper motive in order to exact her retaliatory campaign against Parisi. The Court has similarly found Wright acted in bad faith. Accordingly, the Court finds that Wright also acted with ill will, which amounts to actual malice. *Id.* Since the Court has found she lied about being assaulted to enact revenge, it incontrovertibly follows that she did so with actual malice.
150. Many factors are implicated by the punitive damages. Minn. Stat. § 549.20, subd. 3. False police reports about a crime as devastating as sexual assault, made with the intent to harm another are especially serious and hazardous to the public, since they damage the public’s propensity to believe future victims. Filing a false police report is also a crime, and punitive damages are meant to deter criminal acts.¹¹ The duration of Wright’s defamatory conduct has also lasted years, culminating in various court proceedings and protracted litigation battles. All of the above weigh in favor of a significant punitive damages award—Parisi’s life was, to an extent, ruined by his arrest and the criminal charges brought against him because of Wright’s false allegations. Such an accusation and criminal charge would profoundly affect anyone. The Court acknowledges Wright’s claimed poor financial condition, which weighs against a high punitive damages award.
151. Given consideration of these factors, punitive damages in the amount of \$100,000 is warranted. The Court’s aim is to end Wright’s defamatory acts against Parisi. The Court hopes the Parties no longer interact with one another.

3. Other damages

152. As the prevailing party, Parisi is entitled to recover his costs and disbursements from Wright. Minn. Stat. §§549.02 and 549.04.

¹¹ The statute’s last factor is “the total effect of other punishment likely to be imposed upon the defendant as a result of the misconduct, including [other damage] . . . awards to the plaintiff and other similarly situated persons, and the severity of any criminal penalty to which the defendant may be subject.” Minn. Stat. § 549.20, subd. 3. The Court is unaware of any criminal charges brought against Wright for filing a false police report.

CONCLUSION

This case required the Court to believe one party and disbelieve the other. It would have been a dereliction of the Court's role as fact-finder to avoid making such a determination. The process of drawing conclusions about credibility, truth, and falsehood was technical, complex, and difficult. Ultimately, the evidence presented at trial required the Court to find that Parisi was subject to defamation that harmed his personal and professional life.