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February 27, 2024

The Honorable Jim Jordan
Chairman
Committee on the Judiciary
U.S. House of Representatives
Washington, DC 20515

Dear Chairman Jordan:

I am writing on behalf of CBS News in response to your letter of February 23, 2024 to Ingrid Ciprián-Matthews, regarding the termination of employment of Catherine Herridge. We do not as a matter of course share information relating to personnel issues, but this matter has been the subject of some reporting replete with misinformation and unfounded conspiratorial speculation, and CBS News appreciates the opportunity to correct the record.

Ms. Herridge's termination was part of a widely-reported reduction in staff that affected all divisions of Paramount Global. On February 13, approximately 750 company employees were let go, representing five percent of the company's domestic employees. Among those impacted were approximately 20 CBS News employees, including four correspondents. Our Washington, DC bureau was particularly affected, experiencing the termination of three correspondents, including Ms. Herridge. That day was an extremely difficult one for all at the company. Ms. Herridge, like many others whose employment was terminated, was not in the office that day, and so had no opportunity to collect her personal effects or any other materials that belonged to her.

Contrary to several false press reports, absolutely none of Ms. Herridge's files were "seized." Rather, CBS acted to secure and protect the material in Ms. Herridge's office. Promptly after it notified Ms. Herridge of her termination, company Human Resources collected all of Ms. Herridge's apparent personal belongings in her office – clothing, books, awards and the like – and returned them to her. Human Resources entered the office to retrieve these belongings, but at no time did anyone review any of the files or other materials in it. Her office remained secure.

Following Ms. Herridge's receipt of these personal items on February 15, her union representative¹ contacted CBS Labor Relations to request the transfer of all the material in the office to Ms. Herridge. In the course of ensuing communications, Labor Relations informed the union representative it was the company's plan to segregate materials that belong to CBS News and then transfer to Ms. Herridge any material that belonged to her. Doing so would have been entirely in keeping with CBS News practices, the

¹ Ms. Herridge informed CBS that she wished all communications about retrieving materials be conducted through her union representative.



company's Business Conduct Statement, and the provisions of Ms. Herridge's own employment agreement with CBS News.

Under normal company policy and practice, when employees are separated, they of course are permitted to retain their personal materials, but may not retain materials that belong to the company. This is consistent with the company's Business Conduct Statement, which requires employees to "acknowledg[e] that all documents, data, recordings, equipment, or other items utilized in the course of [the employee's] work are and will remain company property" and that part of an employee's obligation to safeguard Paramount assets includes "[r]eturning any and all Company property at the conclusion of employment with Paramount." This policy is applicable to all employees, including those separated on February 13. Consistent with this company-wide policy, employment agreements for CBS News personnel like Ms. Herridge clearly state that materials developed in the course of work for CBS News – including notes and work product – are the property of the company. Specifically, CBS News employment agreements state:

All materials created or developed by Artist pursuant to Artist's employment hereunder (whether alone or in conjunction with any other person), or which Artist may disclose to CBS during the term hereof shall be the sole and absolute property of CBS for any and all purposes whatsoever, and Artist agrees that Artist does not have, and will not claim to have, either under this Agreement or otherwise, any right, title or interest of any kind or nature whatsoever in or to such materials.

Such provisions are widely used in the news business, as they are in many other industries.

Consequently, there was nothing unusual about the company's intention to segregate materials that Ms. Herridge developed or worked on for CBS News – and which belonged to the company – from any items that belonged to her. This was communicated to her union representative, who objected and raised three separate concerns:

- First, Ms. Herridge stated that she had materials in her office that predate her employment by CBS News. CBS communicated to the union representative that any such material unequivocally did not belong to the company and that those materials would be given to Ms. Herridge.
- Second, Ms. Herridge indicated that there were files in her office that could relate to the lawsuit to which you refer in your letter, which involved Ms. Herridge's prior work for another news network. CBS has absolutely no ownership interest in any legal papers in that case, and certainly, would seek to avoid seeing or possessing any attorney-client communications between Ms. Herridge and her counsel that she may have decided to keep in her office. CBS communicated to the union representative that any such material unequivocally did not belong to the company and that those materials would be returned to Ms. Herridge.
- Third, Ms. Herridge's union representative raised the possibility that information relating to confidential sources might be contained in material left in Ms. Herridge's office, though she did not indicate whether any such material actually was in the office or, if it was, whether it related to the case you referred to.

This last concern was significant to CBS for at least two reasons. First, CBS News, no less than Ms. Herridge, places extraordinary importance on the protection of confidential sources and information. CBS News has its own first amendment interest in shielding sensitive newsgathering material from disclosure.

It is in part to protect those interests that employment agreements for journalists like Ms. Herridge contain the provision quoted above, clearly stating that materials developed in the course of work for CBS News – including notes and work product – are the property of the company. These provisions are specifically intended to protect proprietary and confidential news materials. While CBS News sought to secure company material in the office that might contain CBS News’s own confidential information, it was also sympathetic to Ms. Herridge’s interest in protecting her sources. CBS News has publicly expressed its support of Ms. Herridge’s position in her litigation, stating that “[n]o journalist should be punished for maintaining a source’s confidentiality. This motion for contempt should be concerning to all Americans who value the role of the free press in our democracy and understand that reliance of confidential sources is critical to the mission of journalism.”

In addition, the inference that the materials in the office might contain information relating to a confidential source in Ms. Herridge’s first amendment case raised a serious concern for CBS News. CBS News unequivocally would not want to be in possession of such information, which at least theoretically might result in the service on CBS News of a subpoena for that information by the plaintiff in Ms. Herridge’s case. Nor would CBS News as a news organization wish to be the avenue through which Ms. Herridge’s source was compromised.

CBS proposed solutions to the union representative for determining what belonged CBS News and what belonged to Ms. Herridge. But the representative was adamant that all of the papers in the office simply be sent to Ms. Herridge.

In light of all the foregoing considerations, the specific circumstances presented, and out of an abundance of caution, CBS News made the decision – as it has discretion to do – to allow Ms. Herridge’s union representative to take all the materials in her office. At 7:30am on February 26, the union representative came to the office, boxed up all of the materials there, and had a courier bring them to Ms. Herridge. The union has confirmed publicly that the boxes have been delivered to Ms. Herridge.

We wish to emphasize that out of deference to Ms. Herridge’s concerns about confidentiality no one from CBS News at any time reviewed, copied or even looked at any of the materials in her office. Consequently, no one in the company knows any of the contents of what was removed. With the union representative’s agreement, two company employees were present when she came and collected the materials.

CBS News considers this matter to be closed, and Ms. Herridge’s union has publicly stated that the matter has been resolved.²

Respectfully submitted,

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cc: The Honorable Jerrold L. Nadler, Ranking Member

² <https://www.sagaftra.org/sag-aftra-statement-cbs-news-return-reporters-files>