

ATTORNEY GENERAL OF THE STATE OF NEW YORK  
INVESTOR PROTECTION BUREAU

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In the Matter of an

Assurance No. 22-071

**Investigation by LETITIA JAMES,**  
**Attorney General of the State of New York, of**  
CBS CORPORATION AND LESLIE  
MOONVES,

Respondents.

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**ASSURANCE OF DISCONTINUANCE**

The Office of the Attorney General of the State of New York (“OAG”) commenced an investigation pursuant to the Martin Act (N.Y. General Business Law § 352 *et seq.*) and N.Y. Executive Law § 63(12) into allegations of unlawful and fraudulent conduct related to trading in the securities of CBS Corporation (“CBS”) and disclosures by CBS and the company’s President, Chief Executive Officer, and Chairman of the board, Leslie Moonves (together the “Respondents”). Moonves resigned from CBS on September 9, 2018. Through a series of corporate transactions and name changes, in February 2022, CBS became Paramount Global. This Assurance of Discontinuance (“Assurance”) contains the findings of the OAG’s investigation and the relief agreed to by the OAG and Respondents, whether acting through their respective directors, officers, employees, representatives, agents, affiliates, or subsidiaries (collectively, the “Parties”).

## OAG's FINDINGS

1. At all times relevant to this Assurance, CBS was a publicly traded mass media company with its principal place of business at 51 West 52nd Street, New York, New York 10019. CBS operated businesses which spanned the media and entertainment industries, including the CBS Television Network, cable networks, content production and distribution, television stations, internet-based businesses, and consumer publishing. For nearly a quarter of a century Moonves was credited with CBS' rise as "America's most-watched network." CBS itself acknowledged the critical role Moonves played at the company in each of CBS' proxy statements for 2017 and 2018. CBS also acknowledged the adverse financial consequences that would result from the loss of Moonves in the company's annual reports on Securities and Exchange Commission ("SEC") Form 10-K in 2017 and 2018. Those reports contained a risk factor disclosure that Moonves' skills would be difficult to replace and that the loss of Moonves "could have a material adverse effect on the [c]ompany, including the impairment of the [c]ompany's ability to execute its business strategy."

2. Yet CBS, acting through certain of its executives, together with Moonves concealed facts they knew posed a real risk that—if revealed—would result in his departure. Starting in November 2017, CBS and Moonves were aware of and concealed the fact that (1) a criminal sexual assault complaint was filed with the Los Angeles Police Department ("LAPD") against Moonves; (2) a separate allegation of potential sexual misconduct by Moonves was threatened to be publicly

revealed; and (3) journalists at multiple major media outlets were developing stories concerning these accusations against Moonves as well as other allegations of harassment.<sup>1</sup>

3. These events all occurred in the context of the “#MeToo” movement - an umbrella term used to describe a social movement aimed at ending sexual harassment in the workplace by empowering survivors to share their experiences without fear of retribution. The movement gained widespread national attention after several high-profile executives and media personalities were terminated in 2017 through 2018 following news reports that they had sexually assaulted or harassed women. One after another, chief executive officers (“CEO”) and high-profile media personalities, including those at CBS, were alleged to have engaged in sexual misconduct and once media stories were published regarding those allegations the companies responded by terminating their employment. It was in this environment that Moonves found himself facing similar allegations of sexual misconduct and the threat of news reports being published regarding those allegations.

4. Respondents violated the Martin Act and Executive Law § 63(12) in several ways.

5. First, the OAG finds that Moonves and CBS persistently suppressed and concealed material information concerning the substantial risk that Moonves’ position would be jeopardized and the corresponding negative impact his departure would have on CBS and its stock.

6. Second, the OAG finds that Moonves and CBS violated the Martin Act and Executive Law § 63(12) when CBS touted the strength and longevity of its executive team while knowing that the departure of Moonves was a material risk to the company. CBS was obligated to accurately disclose and update its disclosures, in particular, in its proxy statements and other SEC filings, but instead Respondents covered it up. In the context of the #MeToo movement, even

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<sup>1</sup> Moonves has denied the allegations of sexual misconduct referenced herein.

the public disclosure of the accusations against Moonves constituted a material fact and should have been accurately disclosed. Indeed, when news broke that Moonves had been accused of sexual misconduct on July 27, 2018, CBS' stock dropped 10.9% from the day before the story was published to the day after.

7. Third, Moonves and CBS misled investors at an industry event concerning the importance of addressing workplace harassment when Moonves, after consultation with CBS, said that the #MeToo movement was “a watershed moment” and that “it’s important that a company’s culture will not allow for this. . . . There’s a lot we’re learning. There’s a lot we didn’t know.” That statement was misleading as it implied that Moonves and CBS were just learning of problems with workplace harassment at CBS, when, in truth, Moonves and other top CBS executives were actively seeking to conceal and suppress allegations that Moonves himself had engaged in sexual misconduct.

8. And, CBS violated the Martin Act and Executive Law § 63(12) when it expressly authorized and assisted its Senior Executive Vice President and Chief Communication Officer, Gil Schwartz, in selling his CBS stock when he was aware of material non-public information, including about the LAPD complaint, the #MeToo risks concerning CBS' stock price, and Moonves' continued employment at CBS. Schwartz sold over 160,700 shares of CBS stock and generated millions for himself from the sale. He has since passed away.

**A. CBS and Moonves Took Steps to Prevent a Criminal Sexual Assault Complaint Against Moonves From Becoming Public**

9. At approximately 3:00 PM on November 10, 2017, Complainant #1<sup>2</sup> walked into an LAPD station house in the Hollywood Division, requested to speak with a female officer about

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<sup>2</sup> The OAG has anonymized the names of all victims and related third parties referenced in this Assurance. The victims and third parties are known to the Respondents.

a sexual assault, and reported that she had been sexually assaulted by Moonves and subjected to sexual misconduct and retaliation in the workplace by him in the 1980s (the “Police Report”), prior to his employment with CBS. Complainant #1 affirmatively requested that her report to the LAPD be kept confidential in a document affixed to the Police Report entitled “Request for Confidentiality of Information.” The Police Report itself was marked “confidential” three times.

10. The California Constitution, Article 1, Section 28(b) prohibits disclosure of confidential information to a defendant, a defendant’s attorney, or any other person acting on behalf of the defendant that could be used to locate or harass the victim or the victim’s family.

11. Nonetheless, later that night on November 10, 2017, an LAPD commanding officer in the Hollywood division (the “LAPD Captain”) called the Senior Vice President of Talent Relations and Special Events at CBS, Ian Metrose, and left the following voicemail message concerning Moonves:

Hey, Ian, it’s [LAPD Captain]. I know we haven’t talked in a while. I am a captain at LAPD Hollywood. Somebody walked in the station about a couple hours ago and made allegations against your boss regarding a sexual assault. It’s confidential, as you know, but call me, and I can give you some of the details and let you know what the allegation is before it goes to the media or gets out. So all right talk to you after a while. Bye.

12. The LAPD Captain knew Metrose because Metrose had hired him and CBS had paid him to serve as Moonves’ security aide at the Grammy Awards from 2008 to 2014.

13. The next day, Saturday, November 11, 2017, Metrose alerted his direct supervisor, Schwartz, and Schwartz’s boss, Moonves, of the LAPD Captain’s voicemail message.

14. Schwartz then told Metrose to request a copy of the Police Report, which he did. The LAPD Captain sent Metrose the unredacted Police Report that same day and by doing so disclosed Complainant #1’s confidential personal identifying information. Metrose circulated the Police Report to CBS’ senior executives including: Moonves; Schwartz; and CBS’ Senior Vice

President of Corporate Services and Chief Security Officer (the “Chief Security Officer”). The Chief Security Officer then shared a copy of the Police Report with Anthony Ambrosio, CBS’ Senior Executive Vice President, Chief Administrative Officer and Chief Human Resources Officer.

15. Each of the executives then went to work to deal with the impending crisis. Schwartz alerted his press team over the weekend, sending a text message to one: “Stay close to your phone today” and “[w]e have a situation.” He sent an email to another: “Watch for messages and don’t miss any please. Will explain later. I wouldn’t bother you if this wasn’t serious.” Schwartz also began drafting multiple versions of a press statement regarding Complainant #1 and consulted with a public relations firm to assist in handling the expected public relations fallout from the Police Report.

16. Meanwhile, with the unredacted Police Report now in hand, Ambrosio and the Chief Security Officer began investigating the victim’s personal circumstances and that of her family, including her children, her brother, and her former spouse. In one text message to the Chief Security Officer, Ambrosio circulated a public records search containing the name, address, and telephone number of Complainant #1’s son. The body of the message read: “Need to research if neighborhood gives clues to need for \$.”

17. Moonves and Metrose, for their part, spent that weekend trying to get more information from the LAPD Captain. To maintain the covert nature of these communications, Moonves had Metrose act as an intermediary between the LAPD Captain and Moonves. Moonves and Metrose asked the LAPD Captain in text messages about Complainant #1’s motivations and her next course of action. Moonves quickly made his intentions clear: “hopefully we can kill media from PD. Then figure [sic] what [Complainant #1] wants.”

18. In addition to communicating via standard text messaging on their phones, CBS executives spent that weekend using a text messaging service called TigerText, which allowed users to send and receive text messages that were then automatically deleted. Moonves, Schwartz, the Chief Security Officer, and Ambrosio used TigerTexts to communicate as a group and also with one another individually. CBS used TigerText for various communications that it knew would be deleted, and, at times, signaled in texts or emails that the conversation should be diverted to TigerText by writing “TT” or “Tiger.” CBS intermittently retained archived copies of TigerText communications for purposes of unrelated litigation; however, CBS did not retain copies of those communications from November 2017 to April 2018.

19. Over the next few days and months, the LAPD Captain continued to secretly provide Moonves and CBS executives with status updates on the LAPD’s investigation. The LAPD Captain made it clear that he was willing to intervene on Moonves’ behalf and Moonves solicited the LAPD Captain’s assistance. Moonves put the LAPD Captain in touch with Moonves’ personal attorney, and the LAPD Captain put the officers under his command in touch with Moonves (via Metrose) and Moonves’ counsel. For instance, on November 15, 2017, the LAPD Captain texted Metrose and Moonves’ personal attorney, stating:

I/O [Investigating Officer] will make contact & admonish the accuser tomorrow about refraining from going to the media and maintaining ‘her’ confidentiality (& the honoring the integrity of the investigation). [Redacted] – I have the given my RHD [Robbery Homicide Division] contact your contact information. He will provide it to the I/O. You will be the first and only point of contact regarding he Investigaton. When add’l becomes available, I will update you..Good Evening,[LAPD Captain].

In other words, at Respondents’ encouragement, the LAPD Captain had the investigating officer contact Complainant #1 and “admonish” her not to speak with the press and the LAPD Captain

also made it clear that he would continue to provide further updates on the LAPD investigation to Moonves, his attorney, and CBS.

20. On November 17, 21, and 22, Respondents again communicated with the LAPD Captain through Metrose. The LAPD Captain assured them that he had spoken to his contacts within the LAPD and implemented controls to prevent news of the Police Report from leaking to the press from the LAPD. He added that “although it’s not 100% Confidential as we have to bring the [district attorney] into the picture, I think at this point CBS should feel better than they did last week. The key is that NO other accusers come forward” (emphasis in original).

21. It was key for Moonves and CBS that no additional accusers come forward because Complainant #1’s police complaint came in the context of the #MeToo movement in which there was almost zero tolerance for allegations of sexual misconduct. By that time, it was known that institutions, such as CBS, would cut ties with those implicated in #MeToo accusations.

22. A pivotal moment of the #MeToo movement came on October 5, 2017, just a month before Complainant #1 filed the Police Report against Moonves, when the *New York Times* published a story alleging that media mogul Harvey Weinstein had assaulted actresses and employees for decades. Three days later, his company, The Weinstein Company, fired him. On October 10, *The New Yorker* published a story by Ronan Farrow in which women alleged that Weinstein had assaulted them. Though the #MeToo movement was begun long ago by a survivor of sexual assault, following these two stories about Weinstein, a Hollywood celebrity posted on social media, “If you’ve been sexually harassed or assaulted write ‘me too’ as a reply to this tweet,” accelerating the impact of the #MeToo movement, causing the movement to go viral and deepening its influence.

23. Indeed, the #MeToo movement and corresponding press coverage came to CBS' doorsteps immediately following the *New York Times* and *New Yorker* Weinstein pieces. On October 26, 2017, *Variety* reported that CBS Diversity Comedy Showcase Director Rick Najera resigned after an internal investigation into allegations that he made inappropriate and lewd comments to performers, including comments made almost a decade earlier. The *Variety* article, which was sent to Moonves, Schwartz, and Ambrosio, among other CBS executives, stated that "Najera is just the latest executive to lose his role given the swirl of allegations of sexual harassment that has engulfed Hollywood since the Harvey Weinstein scandal first broke."

24. On November 20, 2017, approximately one week after Complainant #1 went to the LAPD, the *Washington Post* published a story alleging that CBS news anchor Charlie Rose had engaged in sexual misconduct. CBS suspended and then fired him the next day. Moonves, as the CEO of CBS, approved the decision to terminate Rose. When asked if he raised any questions about suspending or terminating Rose, Moonves testified, "We didn't spend ten seconds on it," and that he "felt it was the right decision that he should go." By taking this action so swiftly, CBS helped write the playbook for addressing #MeToo allegations.

25. As evinced by their own actions, Moonves and other CBS executives understood the substantial threat that the Police Report and any communication Complainant #1 may have with the press posed to Moonves' continued employment at CBS as CEO and chairman of the board.

26. Shortly after Charlie Rose's termination by CBS, Moonves escalated his efforts with respect to the LAPD's investigation. On November 25, 2017, Moonves requested an in-person meeting with the LAPD Captain despite acknowledging that such a meeting might make the LAPD Captain "uncomfortable." Moonves texted Metrose, in relevant part, as follows:

Moonves: Would [LAPD Captain] meet me for a cup of coffee? I will go anywhere near where he lives?

Metrose: Let me ask.

Moonves: If he's uncomfortable I understand. I just want a little clarity on anything else I should do.

Metrose: From [LAPD Captain]: Of course..Monday is a good day if he is on LA..Just let me know as I will wear a suit to work that day and not my uniform.

Moonves: I will meet him today near where he lives or 8 am Monday?...

Metrose: Would you like me to join?

Moonves: Yes.

27. That day, Moonves met with the LAPD Captain, who was in plainclothes, and Metrose at a restaurant and vineyard in Westlake Village, California. The three discussed the LAPD investigation of Moonves, and the LAPD Captain described the next steps in the investigation. This meeting was not part of any official investigation by the LAPD into Complainant #1's allegations against Moonves. During the meeting Moonves said that he wanted the LAPD investigation closed and discussed contacting other public officials. After the meeting, the LAPD Captain continued to update Metrose and Moonves regarding Complainant #1's ongoing communications with the LAPD and the District Attorney's office.

28. As Respondents continued to receive updates from the LAPD, there were more news reports of major network personalities losing their jobs because of the #MeToo Movement. On November 29, 2017, it was reported that NBC fired its leading anchor, Matt Lauer, two days after an employee came forward with allegations that Lauer had sexually assaulted her.

29. The day of Lauer's termination, on November 29, 2017, after consultation with CBS, Moonves told an audience at *Variety* magazine's Innovate Summit—where he was the keynote presenter and interviewee—that the #MeToo movement was “a watershed moment” and that “it's important that a company's culture will not allow for this. . . . There's a lot we're learning. There's a lot we didn't know.” That statement was misleading as it implied that Moonves and

CBS were just learning of problems with workplace harassment at CBS, when, in truth, Moonves and other top CBS executives were actively seeking to conceal and suppress allegations that Moonves himself had possibly engaged in sexual misconduct.

30. On November 30, 2017, Metrose conveyed a message to Moonves from the LAPD Captain: “Per [a Police Officer]- he intends on submitting next week; however, it’s a definite REJECT - no witnesses and/or corroborative Evidence.” Weeks later, the case was still open. On approximately December 13, 2017, the LAPD Captain gave Metrose the telephone number of an LAPD officer handling Complainant #1’s sexual assault complaint against Moonves. Metrose called that person and received a direct update on the LAPD’s investigation from the law enforcement officer immediately responsible for it. With that call Respondents were now in contact with two law enforcement officers regarding Complainant #1’s sexual assault complaint.

31. In December 2017, a reporter with *Variety* contacted Schwartz and informed him that she understood journalists were working up a #MeToo story about Moonves. She wrote in an email that she heard: “re Moonves being the focus of a sex harass story from someone (not sure who). Not anything we are working on I promise but wanted to ask if you were aware of anything. Sincerely hope not. thanks --.” Schwartz was now aware of an additional risk of negative publicity that could ultimately result in Moonves’ departure.

**B. Moonves Suppressed and Concealed a Second Alleged Sexual Assault by Elevating the Professional and Social Status of a Hollywood Talent Manager and Offering Him Access to CBS’ Casting Department**

32. In addition to Complainant #1’s allegations against Moonves, in early December 2017, Moonves heard that the *New York Times* was developing an article surrounding another woman from Moonves’ past. A talent manager (the “Talent Manager”) whom Moonves had not spoken to in years informed Moonves that Complainant #2, an actress whom the Talent Manager

represented, may allege to reporters that Moonves had a #MeToo problem. Moonves subsequently learned from the Talent Manager that the allegations concerned a sexual assault in Moonves' office in the mid-1990s. This was alleged to have occurred prior to Moonves' employment with CBS.

33. During an initial phone call with Moonves in early December 2017, the Talent Manager told Moonves that reporters from the *New York Times* were calling him and inquiring about Complainant #2. Moonves responded that he believed that an article about him would be published imminently and stated, "I think I'll be ok. But, if [Complainant #2] talks, I'm done."

34. On December 7, 13, and 18, the Talent Manager informed Moonves that the *New York Times* had called him multiple times and that the reporter was working on an article. The Talent Manager texted Moonves: this is "about the 10<sup>th</sup> time they've called me." The Talent Manager also informed Moonves that someone from *Deadline Hollywood* was calling. Moonves instructed the Talent Manager not to speak to the reporters and, in a text message, told him: "[s]o far your defense of not talking is good."

35. After decades of never socializing with the Talent Manager, Moonves arranged to meet with the Talent Manager. Moonves planned an in-person breakfast meeting with the Talent Manager on December 30, 2017. During that meeting, Moonves encouraged the Talent Manager to "keep [Complainant #2] quiet." The next day, the Talent Manager thanked Moonves for breakfast and wrote, "I have your back so just go enjoy your family--." Moonves responded minutes later, "I enjoyed seeing you. Happy New Year to you. I know you have my back. You are a good guy. Thank you."

36. On January 12, 2018, the Talent Manager texted Moonves an image of a sticky note bearing the handwritten contact information of the *New York Times* reporter, Ellen Gabler, who had been pursuing the story. The note had been left at Complainant #2's husband's place of

business. The Talent Manager told Moonves that the *New York Times* was reaching out to Complainant #2 again, writing: “I spoke to Toronto,” the code name Moonves and the Talent Manager occasionally used for Complainant #2, writing “NY Times trying to reach her husband.”

37. On February 1, 2018, the Talent Manager told Moonves that Complainant #2’s agent had lied to the *New York Times* about Complainant #2’s whereabouts – falsely claiming she was in Europe – to explain her unavailability. Moonves responded: “the agent did a good thing.”

38. Although Moonves said in sworn testimony that he regularly referred talent managers to CBS’ casting department, Moonves soon began to give the Talent Manager and his clients access to CBS’ casting department in order to keep the Talent Manager and Complainant #2 at bay. On March 2, 2018, the Talent Manager emailed Peter Golden, Executive Vice President, Talent and Casting for CBS regarding a CBS program named *In the Dark* and wrote, “Hi - Leslie said to call you -” and pitched his ideas for casting his clients.

39. Moonves and the Talent Manager specifically discussed casting Complainant #2. Moonves told the Talent Manager “tell her [Complainant #2] I am looking” and “[w]hen series begin she will get some guest star jobs and hopefully it gets bigger from there. Ok?” He also texted the Talent Manager: “I will try to help. Let’s set your guys up with [Golden] and team. You need to make some money.” Moonves said in sworn testimony that he felt that the Talent Manger was threatening him, though he made no contemporaneous record of that impression.

40. Moonves successfully secured auditions for the Talent Manager’s clients, some of whom had been on CBS shows. For instance, one of the Talent Manager’s clients read for a recurring role on the CBS television show *Charmed*. Moonves even met with two of the Talent Manager’s clients in-person. Moonves’ actions helped raise the Talent Manager’s profile in the industry and at CBS.

41. Moonves also began socializing with the Talent Manager. For the first time in their decades of knowing one another, Moonves attended the Talent Manager's birthday party which took place on April 28, 2018. Moonves texted the Talent Manager at the time: "It's my honor to celebrate you." However, when asked about that message in testimony Moonves answered: "Guess what. I am from Hollywood. I know how to BS as good as...anybody."

42. Their last in-person meeting was on July 9. Then Moonves stopped using his phone to communicate with the Talent Manager and instructed the Talent Manager to communicate with Moonves through his assistant.

43. In mid-July Moonves learned that the *New Yorker* would be publishing an article alleging he had engaged in sexual misconduct toward women, and he resumed his efforts to get CBS a role for Complainant #2 to secure her silence. On July 26, the eve of publication of the *New Yorker* article, CBS offered Complainant #2 a part in a television show without an audition. Moonves then called the Talent Manager that day and impressed upon him that Complainant #2 should take the role, again saying that he needed her to take that job. He pushed the Talent Manager for an immediate answer from Complainant #2 on the role.

44. Moonves asked his assistant to delete his text messages including the text messages with the Talent Manager.

### **C. CBS' Board Conducted an Inadequate Investigation When Faced with Repeated Reports from Various Sources that Moonves May Have #MeToo Exposure**

45. In December 2017 and January 2018, certain members of CBS' board learned that Moonves' tenure at the helm of CBS was potentially in jeopardy.

46. Beginning at least as early as December 7, 2017, and continuing throughout the month, Shari Redstone, a majority shareholder and member of the CBS board, informed fellow board member Martha Minow that "certain" journalists were investigating CBS for a #MeToo

problem. By December 19, 2017, Redstone told Minow that the CBS executive at issue was Moonves. Minow subsequently learned that one of the journalists was Farrow.

47. On December 14, 2017, following a CBS board meeting, Moonves met privately with two board members, Bruce Gordon and Chad Gifford, in his office and expressed his concern about the #MeToo movement. Moonves told them that it was hard for any man in Hollywood to be comfortable because people could be looking into their background, history, and experiences. He told the board members that he was in an uncomfortable position. Neither Gordon nor Gifford recalled pressing Moonves for further details.

48. In January 2018, Redstone attended a conference, and while she was there, she heard that the press was pursuing a story about Moonves and informed Minow about what she was hearing. Minow shared that information with her fellow board members, one of whom had heard independently that Ronan Farrow was working on a #MeToo story regarding Moonves.

49. On January 12, a reporter wrote to Redstone: “[T]here are further details regarding Les Moonves that I’m being told I’d rather discuss with you live.” The email was also forwarded to Schwartz.

50. Redstone expressed the need for the board to investigate. On January 12, 2018, Redstone sent Minow the following email:

I know there is nothing out yet, I spoke with Bruce [Gordon] and Les [Moonves] called me. Les is very aware of everything. I told Bruce I put it in his hands to be prepared if something comes out as a statement Will have to be issued immediately if something comes out regardless of the truth of the allegations and this is the responsibility of the board. I think at this point it is at least 50 50 that something will come out and given today’s environment we will have to say we are doing some kind of work around this, there is just too much noise around this.....

51. The other board members ultimately arranged for their merger and acquisitions attorney (the “M&A Attorney”) with a major law firm – who was assisting them in a fraught

merger matter concerning CBS – to lead an internal investigation into sexual misconduct claims against Moonves.

52. The M&A Attorney’s investigation of Moonves consisted only of a single 20-minute telephone call with Moonves and a request for Moonves’ human resources file. The M&A Attorney interviewed no other persons, collected no additional documents, and reviewed none of Moonves’ electronic communications. Even Moonves, in pleadings and during testimony, referred to the investigation with quotes, suggesting the investigation was not genuine.

53. During his call with the M&A Attorney, Moonves did, however, disclose that he was the subject of a police complaint that had been filed with the LAPD and that there was another woman from his past that could be the source of the reporters’ inquiries. Moonves stated during that call that both incidents were consensual and the M&A Attorney did not seek to independently verify those claims. Despite being told that Moonves was the subject of a sexual assault police report, the M&A Attorney told the board on January 29 that there was no need for further investigation of Moonves.

54. On June 25, 2018, Redstone, who was then in unrelated litigation with Respondents, formally requested an investigation of Moonves, alleging that there had been additional allegations against him. No investigation resulted from Redstone’s request.

#### **D. SEC Filings**

55. CBS was required to make periodic securities filings in accordance with its obligations as a publicly traded corporation, including after it learned of the Police Report and the impending press coverage that would likely result in Moonves’ departure. On February 20, 2018, CBS filed its annual report on Form 10-K. Among other things, 10-Ks and 10-Qs offer a detailed picture of a company’s business and the risks it faces. In the Form 10-K under the section “Risk

Factors” and a subsection titled “The Loss of Key Personnel, Including Talent, Could Disrupt the Management or Operations of the Company’s Business and Adversely Affect Its Revenues,” CBS stated the following:

The Company’s business depends upon the continued efforts, abilities and expertise of its chief executive officer and other key employees and entertainment personalities. The Company believes that the unique combination of skills and experience possessed by its executive officers would be difficult to replace, and that the loss of its executive officers could have a material adverse effect on the Company, including the impairment of the Company’s ability to execute its business strategy.

56. CBS had made an identical risk factor disclosure in its 10-K filed on February 17, 2017.

57. While Respondents were aware of allegations against Moonves, CBS filed a proxy statement dated April 6, 2018, and told investors that it “has a renowned and admired leadership team and has benefitted greatly from the continuity of its senior leadership.” The proxy statement summarized Moonves’ compensation and informed shareholders that CBS had extended Moonves’ employment term from May 2017 through June 2021, even though CBS knew by this time that Moonves was at risk of a public relations disaster that could result in his departure prior to June 2021. The proxy statement lavished praise upon Moonves, referencing his “stellar reputation,” his “leadership” in diversity and inclusion programs, and described him as “instrumental” in solidifying CBS as number one and in “fostering a remarkably stable senior management team.”

58. Though CBS disclosed that the loss of Moonves would adversely affect its revenues, the disclosure was misleading because it failed to disclose that the risk was not merely hypothetical – the risk of losing Moonves had materialized and was all but inevitable given the Police Report, the *New York Times*’ and other media outlets’ active pursuit of other sexual

misconduct allegations against Moonves, and Respondents' efforts to suppress and conceal the information from becoming public.

**E. CBS Assisted an Executive by Preclearing a Trade in CBS Stock while the Executive was in Possession of Material Nonpublic Information**

59. In June 2018, as CBS suppressed the information that resulted in Moonves' departure, Schwartz sold millions of dollars' worth of CBS stock while in possession of material non-public information. CBS provided substantial assistance by authorizing those trades.

60. CBS maintained an insider trading policy pursuant to which the Chief Legal Officer precleared trades. The insider trading policy defined "material information" as any information that "a reasonable investor would consider important in determining whether to buy or sell securities" and specifically defined "inside information" as material information that has not been effectively brought to the attention of the investing public.

61. As set forth above, Schwartz had specific knowledge of both the Police Report and the media's efforts to unmask Moonves. Though Schwartz had a 10b5-1 trading plan adopted in May 2017, that plan expired prior to the June 2018 sale of CBS stock. Once Schwartz obtained material nonpublic information regarding Moonves in November 2017 his trading plan was never triggered and therefore, he did not sell any shares. According to counsel for CBS, from January 2018 to May 2018 CBS imposed a blackout period, which meant that no member of CBS' senior management team could trade stock.

62. On May 23, 2018, an email was sent to senior management and advised them that "broad-based trading restrictions" had been lifted. On June 14, 2018, Schwartz by email asked for permission to sell CBS options and stock that day. A minute later, CBS approved: "Yes, approved, based on our phone call this morning. Thanks." Despite Schwartz's knowledge of the Police Report and that a #MeToo story about Moonves would likely be published, Schwartz sold 160,709

shares of CBS class B common stock at an average weighted price of \$55.08 for a total of \$8,851,852. Schwartz could not have traded without CBS' preapproval.

**F. The New Yorker and the New York Times Publish #MeToo Stories About Moonves**

63. On Friday, July 27, 2018, *The New Yorker* published a story written by Ronan Farrow stating that six women had come forward with allegations of sexual misconduct by Moonves.

64. The day before on July 26, CBS' class B stock price closed at \$57.53. On July 27, it was reported that the Farrow story was coming out, and the class B stock closed at \$54.01. The story came out after the close of the market on Friday, July 27, and the following Monday, the stock closed at \$51.28.

65. The board reacted by issuing a press release titled, "Statement from CBS Independent Directors Regarding *The New Yorker*," stating the following:

All allegations of personal misconduct are to be taken seriously. The Independent Directors of CBS have committed to investigating claims that violate the Company's clear policies in that regard. Upon the conclusion of that investigation, which involves recently reported allegations that go back several decades, the Board will promptly review the findings and take appropriate action.

66. In the coming weeks several more stories regarding Moonves were published. By September 9, 2018, Moonves resigned his position at CBS.

67. The LAPD Captain confided in Metrose on the day of Moonves' resignation by memorializing what had been his intentions all along: "I'm so sorry to hear this news Ian. Sickens me. We worked so hard to try to avoid this day. I am so completely sad."

68. Two days later, on September 11, 2018, the LAPD Captain communicated directly with Moonves:

Les -I'm deeply sorry that this has happened. I will always stand with, by and pledge my allegiance to you. You have embodied leadership, class and the highest of character through all of this. With upmost respect...[LAPD Captain]-LAPD.

69. Beginning in October 2018 through 2019 the employment relationship between the Chief Legal Officer, Schwartz, Ambrosio and Golden and CBS concluded. Over the same time period, seven CBS directors, including Minow, Gordon and Gifford stepped down or resigned from CBS' board.

### **OAG's CONCLUSIONS**

70. The OAG finds that Respondents persistently suppressed and concealed material information from investors, affirmatively made material misrepresentations at an industry event, misled investors in SEC filings, failed to disclose material information and assisted an executive in selling shares of CBS stock while in possession of material non-public information and, as a result, violated the Martin Act and Executive Law § 63(12).

71. Except as provided in this paragraph, Respondents neither admit nor deny the OAG's Findings but have agreed to this Assurance in settlement of the alleged violations described above and to avoid the time, expense, and distraction of litigation. Respondent CBS admits that through a series of corporate transactions and name changes, in February 2022, CBS became Paramount Global and that this Assurance is binding on Paramount Global.

72. The OAG finds the relief and agreements contained in this Assurance appropriate and in the public interest. Therefore, the OAG is willing to accept this Assurance pursuant to Executive Law § 63(15), in lieu of commencing a statutory proceeding for violations of the Martin Act and Executive Law § 63(12) in connection with the trading in the securities of CBS and disclosures about CBS made from November 11, 2017, to July 29, 2018, as related to the conduct described above.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Parties:

**RELIEF**

73. General Injunction: Respondents and each of them shall not engage, or attempt to engage in conduct in violation of any applicable laws, including but not limited to the Martin Act and Executive Law § 63(12), and expressly agree and acknowledge that any such conduct is a violation of this Assurance and that the OAG thereafter may commence the civil action or proceeding contemplated in paragraph 72, *supra*, in addition to any other appropriate investigation, action, or proceeding.

74. Programmatic Relief:

a. Respondent CBS will continue to comply with and cooperate with OAG with respect to the letter agreement dated September 25, 2020, by and between CBS and the Civil Rights Bureau of the OAG (the “CRB Agreement”), a copy of which is annexed hereto as Exhibit 1.

b. For a period of five (5) years from the Effective Date of this Assurance:

1. Respondent CBS’ Chief Compliance Officer or General Counsel will notify the board’s audit committee of all sexual harassment complaints of which it becomes aware involving any member of the senior management team, its directors or Section 16 officers.

2. Respondent CBS will maintain a hotline for the reporting of complaints, including those involving allegations of sexual misconduct or sexual harassment, and will permit anonymous reporting.

3. As part of its regular Business Conduct Statement training, Respondent CBS will provide training on its insider trading policies to all domestic employees.

4. Respondent CBS will regularly review the list of individuals subject to enhanced restrictions on trading, including Section 16 officers, directors, members of the senior management team, and employees with access to material information. Respondent CBS will regularly notify restricted executives of the applicable trading restrictions.

5. CBS' Chief Legal Officer or the Chief Compliance Officer will report to the board on an annual basis on its policies regarding trading in the company's securities and sexual misconduct.

6. Senior executives (those listed on the company website as senior executives) must get clearance from the Chief Legal Officer or her designee before trading in the company's securities or entering into a 10b5-1 trading plan.

c. After a period of three (3) years from the Effective Date of this Assurance, Respondent CBS may request that the OAG suspend further compliance with the above Programmatic Relief.

d. Respondent Moonves agrees that in the event that Moonves seeks to become an officer or director of a public company that is doing business in New York within the next five (5) years, Moonves will (a) notify OAG, in writing, of any offer of any such position at least ninety days in advance of accepting such position and (b) Moonves also agrees that he will not accept such a position without obtaining prior

written approval from OAG, which shall have sole discretion to grant, deny, or withhold such approval.

75. Acceptance of this Assurance by the OAG is not an approval or endorsement by OAG of any of CBS' policies, practices or procedures, and CBS shall make no representation to the contrary.

76. Oversight/Monitoring:

a. *Compliance Report or Certification on Demand:* At any time through five (5) years from the Effective Date of this Assurance, and upon thirty (30) days written notice from the OAG, Respondents shall provide the OAG with a report detailing its compliance with the requirements set forth in paragraph 74 ("Programmatic Relief") of this Assurance.

b. Respondents expressly agree and acknowledge that a default in the performance of any obligation under this paragraph is a violation of the Assurance, and that the OAG thereafter may commence the civil action or proceeding contemplated in paragraph 72 in addition to any other appropriate investigation, action, or proceeding, and that evidence that the Assurance has been violated shall constitute prima facie proof of the statutory violations described in paragraph 72, pursuant to Executive Law § 63(15).

77. Monetary Relief:

a. In connection with this settlement, and as restitution for shareholders, within thirty (30) business days of the Effective Date of this Assurance, or upon any other extension of time agreed to by OAG, CBS will pay \$28,000,000, subject to the offsetting credits below, to the State of New York by either wire transfer to

the account provided by the OAG or, at OAG's direction, by payment to the claim administrator, Gilardi & Co. LLC, 150 Royall Street, Suite 101, Canton MA 02021 in the class action *Construction Laborers Pension Trust for Southern California v. CBS Corporation, et al.*, No. 1:18-cv-07796-VEC pending before the United States District Court for the Southern District of New York (the "Class Action"), however, CBS shall receive credit for the following sums as appropriate:

- i. \$14,750,000, if paid to the settlement class in the Class Action pursuant to a settlement agreement in that case; and
  - ii. \$6,000,000, allocated pursuant the financial commitment undertaking in the CRB Agreement. Respondent CBS has provided an accounting of the moneys used in satisfying its financial commitment to date.
- b. In connection with this settlement, within ten (10) business days of the execution of this Assurance, Moonves will pay \$2,500,000 to the State of New York by either wire transfer to the account provided by the OAG or, at OAG's election, by payment to claim administrator Gilardi & Co. LLC in the Class Action to be distributed as restitution to shareholders.
- c. Respondents agree that they will not claim, assert, or apply for a tax deduction or tax credit with regard to any federal, state, or local tax, directly or indirectly, for any portion of the payment that it shall make pursuant to this Assurance.
- d. Each Respondent represents that they have not made a claim and will not make a claim for indemnity, reimbursement, or insurance with respect to any of the Monetary Relief described above that is not subject to credit.

e. If paid by wire transfer to the OAG, the foregoing payments related to this Assurance must reference Assurance No. 22-071.

f. Respondents expressly agree and acknowledge that a default in the performance of any obligation under this paragraph is a violation of the Assurance, and that the OAG thereafter may commence the civil action or proceeding contemplated in paragraph 72 in addition to any other appropriate investigation, action, or proceeding, and that evidence that the Assurance has been violated shall constitute prima facie proof of the statutory violations described in paragraph 72, pursuant to Executive Law § 63(15).

#### **MISCELLANEOUS**

78. Subsequent Proceedings.

a. Respondents expressly agree and acknowledge that the OAG may initiate a subsequent investigation, civil action, or proceeding to enforce this Assurance, for violations of the Assurance, or if the Assurance is voided pursuant to paragraph 95, and agrees and acknowledges that in such event:

b. any statute of limitations or other time-related defenses are tolled from and after the effective date of this Assurance;

c. the OAG may use any statements, documents or other materials produced or provided by the Respondent prior to or after the effective date of this Assurance;

d. any civil action or proceeding must be adjudicated by the courts of the State of New York, and that Respondent irrevocably and unconditionally waives any objection based upon personal jurisdiction, inconvenient forum, or venue.

79. Evidence of a violation of this Assurance shall constitute prima facie proof of a violation of the applicable law pursuant to Executive Law § 63(15). Respondents agree to cooperate fully in any and all investigations or other proceedings initiated by OAG to investigate compliance with this Assurance. Such cooperation shall include but not be limited to acceptance by Respondents of service of any subpoena or other investigative demand related compliance with this Assurance. Respondent CBS agrees to use its best efforts to cause Respondents' current and former employees, officers, and directors to be interviewed by or testify before the OAG at such times and places as the OAG reasonably may direct in connection with any such investigation.

80. If a court of competent jurisdiction determines that a Respondent has violated the Assurance, the Respondent shall pay to the OAG the reasonable cost, if any, of obtaining such determination and of enforcing this Assurance, including without limitation legal fees, expenses, and court costs.

Effects of Assurance:

81. This Assurance is not intended for use by any third party in any other proceeding.

82. This Assurance is not intended, and should not be construed, as an admission of liability by either Respondent, or as an admission by Respondents to any fact-finding hearing.

83. All terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee, or transferee of Respondent CBS. Respondent CBS shall include any such successor, assignment or transfer agreement a provision that binds the successor, assignee or transferee to the terms of the Assurance. No party may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of the OAG.

84. Nothing contained herein shall be construed as to deprive any person of any private right under the law.

85. Any failure by the OAG to insist upon the strict performance by Respondents of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and the OAG, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Assurance to be performed by the Respondents.

Communications:

86. All notices, reports, requests, and other communications pursuant to this Assurance must reference Assurance No. 22-071, and shall be in writing and shall, unless expressly provided otherwise herein, be given by hand delivery; express courier; or electronic mail at an address designated in writing by the recipient, followed by postage prepaid mail, and shall be addressed as follows:

If to Respondent CBS, to:

Barry H. Berke  
Kramer Levin Naftalis & Frankel LLP  
1177 Avenue of the Americas  
New York, New York 10036

If to Respondent Moonves, to:

Andrew J. Levander  
Dechert LLP  
Three Bryant Park  
1095 Avenue of the Americas  
New York, New York 10036-6797

If to the OAG, to:

Office of the Attorney General of the State of New York  
Investor Protection Bureau  
Attn: Kwame Anthony, Assistant Attorney General  
28 Liberty Street, 21st Floor  
New York, NY 10005  
Kwame.Anthony@ag.ny.gov

And,

Office of the Attorney General of the State of New York  
Investor Protection Bureau  
Attn: Gabriel Tapalaga, Assistant Attorney General  
28 Liberty Street, 21st Floor  
New York, NY 10005  
Gabriel.Tapalaga@ag.ny.gov

or in his absence, to the person holding the title of Bureau Chief, Investor Protection Bureau.

Representations and Warranties:

87. The OAG has agreed to the terms of this Assurance based on, among other things, the representations made to the OAG by the Respondents and their counsel and the OAG's own factual investigation as set forth in Findings, paragraphs 1 – 72, above. The Respondents represent and warrant that neither they nor their counsels have made any material representations to the OAG that are inaccurate or misleading. If any material representations by Respondents or their counsel are later found to be inaccurate or misleading, this Assurance is voidable by the OAG in its sole discretion.

88. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by Respondents in agreeing to this Assurance.

89. Respondent CBS represents and warrants, through the signatures below, that the terms and conditions of this Assurance are duly approved. Respondent CBS further represents and warrants that Respondent CBS, through the undersigned, as the signatory to this AOD, is a duly authorized officer of the company with full power and authority to execute this Assurance.

General Principles:

90. Unless a term limit for compliance is otherwise specified within this Assurance, Respondents' obligations under this Assurance are enduring. Nothing in this Agreement shall

relieve Respondents of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

91. Respondent CBS shall not in any manner discriminate or retaliate against any of its employees, including but not limited to employees who cooperated or are perceived to have cooperated with the investigation of this matter or any future investigation related to enforcing this agreement.

92. Respondents agree not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any finding in the Assurance or creating the impression that the Assurance is without legal or factual basis. Provided, however, (1) nothing in this paragraph shall affect Respondents ability to advance factual or legal defenses in litigation, regulatory proceedings, or in response to potential claims regarding the same or similar conduct; and (2) nothing in the paragraph shall affect Respondent CBS' news gathering abilities or its editorial discretion in reporting the news.

93. Nothing contained herein shall be construed to limit the remedies available to the OAG in the event that Respondents violates the Assurance after its effective date.

94. This Assurance may not be amended except by an instrument in writing signed on behalf of the Parties to this Assurance.

95. In the event that any one or more of the provisions contained in this Assurance shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, in the sole discretion of the OAG, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.

96. Respondents acknowledges that they have entered this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.

97. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

98. The Assurance and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

99. This Assurance may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Assurance, all of which shall constitute one agreement to be valid as of the effective date of this Assurance. For purposes of this Assurance, copies of signatures shall be treated the same as originals. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Assurance and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

100. The effective date of this Assurance shall be ~~October~~ <sup>November</sup> 2, 2022 (“Effective Date”).

LETITIA JAMES  
Attorney General of the State of New York  
28 Liberty Street  
New York, NY 10005

By: Shamiso Maswoswe  
Shamiso Maswoswe  
Chief, Investor Protection Bureau

Leslie Moonves

Leslie Moonves  
Signed on 2022/10/28 10:04:57 -8:00

STATE OF  Pennsylvania  )

) ss.:

COUNTY OF  Delaware  )

On this  28th  day of  October , 2022, Leslie Moonves, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, appeared before the undersigned and acknowledged to me that he/she executed the within instrument by his/her signature on the instrument.

Sworn to before me this  
 28th  day of  October , 2022

Kathleen A. Meloni  
Signed on 2022/10/28 10:04:57 -8:00

NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal  
Kathleen A. Meloni, Notary Public  
Philadelphia County  
My Commission Expires Aug 08, 2024  
Commission Number 1299977

Notary Stamp 2022/10/28 10:04:57 PST 6ADA8039665C

Notarial act performed by audio-visual communication

D26AD49D-8D2B-4E47-A66C-4C69DAE30F71 --- 2022/10/28 09:56:27 -8:00 --- Remote Notary



Paramount Global, formerly known as CBS Corporation

By: Christa D'Alimonte  
Christa D'Alimonte  
General Counsel

STATE OF New York )  
 ) ss.:  
COUNTY OF New York

On the 28 day of October in the year 2022 before me personally came Christa D'Alimonte, to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in New York, NY; that he/she/they is (are) the General Counsel of Respondent CBS, the corporation described in and which executed the above instrument; that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by a duly authorized officer of the company with full power and authority to execute this Assurance, and that he/she/they signed his/her/their names(s) thereto by like authority.

Sworn to before me this  
28 day of October, 2022

Elson Colbourne  
NOTARY PUBLIC

ELSON COLBOURNE  
Notary Public, State of New York  
NO. 01CO4985956  
Qualified in New York County  
Commission Expires November 7, 20 25

# EXHIBIT 1



STATE OF NEW YORK  
OFFICE OF THE ATTORNEY GENERAL

LETITIA JAMES  
ATTORNEY GENERAL

DIVISION OF SOCIAL JUSTICE  
CIVIL RIGHTS BUREAU

September 25, 2020

Anjan Sahni  
Brendan R. McGuire  
WilmerHale  
7 World Trade Center  
250 Greenwich Street  
New York, NY 10007

Dear Mr. Sahni and Mr. McGuire:

The purpose of this letter agreement is to resolve the investigation of the Civil Rights Bureau of the New York Office of the Attorney General (“Civil Rights Bureau” or “the Bureau”) into CBS Corporation (“CBS”)<sup>1</sup> based on allegations of workplace sexual harassment and gender-based discrimination, and to memorialize the affirmative steps CBS has agreed to take to prevent such harassment and discrimination. The term of this agreement shall be three years. This agreement does not constitute an admission or acknowledgement of liability by CBS, and we recognize that CBS does not accept or agree to the allegations outlined herein.

As you know, in 2018, multiple women, including female employees at CBS, publicly accused CBS CEO Leslie Moonves, on-air personality Charlie Rose, and 60 Minutes Executive Producer Jeffrey Fager of sexual harassment. Some employees also claimed that lewd comments were made; that certain executives protected each other against complaints; that harassers were promoted after complaints were made; that women who refused to sleep with Mr. Moonves or other executives lost career opportunities; and that employees who complained about sexual harassment were retaliated against.

In response to these disturbing reports, and based on interviews with several current and former CBS employees, the Civil Rights Bureau opened an investigation into the company’s compliance with New York State Human Rights Law, N.Y. Exec. L. § 296 *et seq.*, and New York City Human Rights Law, N.Y.C. Admin. Code § 8-107. In the course of that investigation,

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<sup>1</sup> Since our investigation began, CBS Corporation has merged with Viacom Inc. to become ViacomCBS Inc. Our investigation and the terms of this letter apply only to the legacy CBS businesses within ViacomCBS Inc.

we received and reviewed over 5,000 pages of relevant documents that you produced and interviewed approximately a dozen witnesses.

Our investigation revealed systemic problems with CBS's then-existing Human Resources ("HR") structure and its responses to allegations of sexual harassment. On several occasions, supervisors and managers failed to immediately report or act on sexual harassment complaints. Further, in several cases, CBS relied on mere warnings or executive coaching for those accused of sexual harassment, even where the accusations were found by CBS to be credible. As a result, numerous employees reported that they continued to experience harassment and retaliation by the colleagues and/or supervisors about whom they filed complaints. Federal, state, and city law clearly prohibit both sexual harassment in the workplace and retaliation for filing such complaints. 42 U.S.C. § 2000e; N.Y.C. Admin. Code § 8-107, N.Y. Exec. L. § 296 et seq.

In August 2018, the CBS Board of Directors retained two law firms to conduct an internal investigation into certain allegations that had arisen regarding the conduct of Mr. Moonves, the corporate culture of CBS with respect to sexual misconduct, harassment, and similar matters, including the reporting and handling of complaints regarding the same, and certain matters related to CBS News. Since our investigation began, CBS has taken steps to ensure future compliance with the law. Among other things, it terminated Mr. Moonves, Mr. Fager and others against whom high-profile allegations were made. It made numerous changes to its HR function, including revising its EEO policy; hiring a Chief People Officer; appointing a Chief Business Ethics and Compliance Officer (now Chief Compliance Officer and Chief Audit Executive); and creating an "employee relations" team to assist HR with harassment complaints. Additionally, it retained a vendor to create a climate survey for employees, a third-party complaint hotline, and a centralized database to track sexual misconduct allegations. It has also begun to develop new trainings and templates for use in HR investigations.

In light of these developments, the Civil Rights Bureau finds that a resolution of its investigation is appropriate. To that end, we require that CBS take the following steps to provide us with oversight of CBS's reforms, in order to ensure future compliance with the law.

First, unless requested by a counterparty, CBS will not include a non-disclosure provision in any settlement agreement relating to sexual harassment or gender-based discrimination claims for New York-based employees during the term of this agreement. Similarly, CBS will not include mandatory arbitration clauses in employment contracts with respect to sexual harassment or gender-based discrimination claims for New York-based employees during the term of this agreement.

CBS will provide to the Civil Rights Bureau within 30 days its current Global Business Practices Statement; EEO Policy; trainings related to sexual harassment, gender-based discrimination, or related retaliation; and protocols for HR investigations, including guidance on when and how the Employee Relations team will be deployed, for our review and approval. . During the term of this agreement, CBS will provide to the Bureau any proposed material updates to its Global Business Practices Statement; EEO Policy; trainings related to sexual harassment, gender-based discrimination, or related retaliation; and protocols for HR

investigations, including guidance on when and how the Employee Relations team will be deployed, for our review and approval. The Bureau will provide comments or objections, if any, within two weeks of receipt, and our approval will not be unreasonably withheld. CBS will also provide our contact information to all complainants, should they wish to file gender-based discrimination complaints directly with the Civil Rights Bureau, by including this information on all complaint forms and anti-discrimination trainings for New York-based employees. CBS will conduct its new sexual harassment training annually of all staff.

CBS will also conduct a climate survey of its employees annually for the next three years, and it will include the results in its reports to the Bureau, described below. Additionally, CBS will conduct an analysis of the findings from the surveys, as well as a review of its database of complaints related to sexual harassment and gender-based discrimination, both on a company-wide and department-specific level, and propose solutions for any problems identified. Within 90 days of execution of this letter agreement, CBS will set several metrics to evaluate the advancement of women at the company and send the Bureau a status report and detailed plans to meet its goals in this area. In addition, CBS will develop a plan to conduct affirmative outreach to hire, train, and promote women in management, for our review and approval. The Bureau will provide comments or objections, if any, within two weeks of receipt, and our approval will not be unreasonably withheld.

Next, CBS will make bi-annual reports for the next three years, beginning from the date of this letter agreement, about any complaints related to sexual harassment and gender-based discrimination and the status of the resulting investigations. Those reports will include the following:

- any sexual harassment, gender-based discrimination, or related retaliation complaints and the status of the investigations;
- the results of climate surveys (on an annual basis), a list of steps planned to address issues identified in that survey each year; and, in subsequent years, reporting on the status of those issues;
- the extent of its affirmative outreach to hire, train, and promote women in management;
- the latest metrics regarding the advancement of women at the company (on an annual basis); and
- the results of its database analyses and any steps taken or proposed to address problems that were identified.

Finally, CBS will make a financial commitment of \$2 million per year for the next three years to fund various HR reforms, including but not limited to trainings, surveys, funding for affinity groups, membership and participation in organizations dedicated to promoting the advancement of women, and other related expenditures.

If the Civil Rights Bureau determines that there has been a violation of the terms of this agreement, we will notify you by e-mail, and provide CBS with a reasonable opportunity to cure the violation. By executing this agreement, the Civil Rights Bureau releases any civil claims that we could assert against CBS under New York Executive Law § 296 *et seq.* or New York City

Human Rights Law, N.Y.C. Admin. Code § 8-107, pursuant to Executive Law 63(12), to the extent such conduct occurred before the date of this agreement.

The Civil Rights Bureau is committed to ensuring equal opportunity for women in the workplace, which includes eradicating gender discrimination and sexual harassment. We appreciate CBS's shared commitment to these goals, the reforms it has already begun to implement, and its agreement to provide the Bureau with the oversight necessary to assure us of future compliance with the law.

Sincerely,

/s/ Sandra Pullman

Sandra Pullman, Senior Counsel  
Louisa Irving, Assistant Attorney General  
Civil Rights Bureau  
New York Office of the Attorney General  
(212) 416-8623  
28 Liberty St., 20th Floor  
New York, NY 10005

Agreed to by:

**Brendan R. McGuire**

Anjan Sahni  
Brendan R. McGuire  
WilmerHale  
7 World Trade Center  
250 Greenwich Street  
New York, NY 10007