

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT DEPARTMENT  
CIVIL ACTION NO. 1884CV01606

THE BOSTON GLOBE LLC

Plaintiff,

v.

HILARY SARGENT

Defendant.

**OPPOSITION TO PLAINTIFF’S MOTION FOR A PRELIMINARY INJUNCTION  
COMPELLING SARGENT’S SPECIFIC PERFORMANCE OF  
THE COOPERATION CLAUSE OF HER SEPARATION AGREEMENT**

**INTRODUCTION**

The Boston Globe LLC’s (the “Globe”) Motion for Preliminary Injunction (“Motion”) should be denied because it fails to satisfy the familiar three-prong injunction standard. The Globe seeks to enforce a cooperation clause which requires Defendant Hilary Sargent’s (“Sargent”) “reasonable” assistance with respect to investigations into an iMessage exchange with Globe Editor-in-Chief Brian McGrory (“McGrory”) which supposedly “arose” from her Globe employment. Yet, as the predicate for their motion, the Globe admittedly *does not know* when the exchange took place. In other words, the Globe cannot obtain specific performance of a clause when it admittedly cannot demonstrate satisfaction of a condition precedent. The Globe, moreover, seeks far more than purported specific performance of a Separation Agreement - - i.e., it demands *full* cooperation from Ms. Sargent (whatever that means) instead of the “reasonable” cooperation for which it bargained.

The Globe’s suggestion that Ms. Sargent has not cooperated is pure fiction: she raised her

concerns privately to upper management *months ago*. Now, the Globe reproaches Ms. Sargent for not cooperating when they know full well that she (a single mother) scrambled to obtain counsel after (a) being threatened with a lawsuit by the Globe's general counsel and (b) having multiple Globe attorneys attempt to contact her. The Globe's scorched earth approach is not conducive to cooperation, let alone reasonable cooperation in a way fair to Ms. Sargent. Simply put, there is no breach and there is no refusal to cooperate.

Further, it is the Globe's own coverage and now highly public lawsuit (to which it has repeatedly called attention) which creates the basis for the Globe's purported harm to its "esteemed reputation," not Ms. Sargent's purported breach/lack of cooperation. The Globe continues to spin this situation in the media and thereby propagate the so-called harm they claim to suffer. Any harm to the Globe (which there is none), moreover, pales in comparison to the injury the Globe is inflicting on Ms. Sargent's reputation by publicly stating that she is a liar and is refusing to cooperate.

Finally, the harm calculus weighs against an injunction. The Globe's Verified Complaint and moving papers recite bald assertions of harm, an approach which courts routinely reject. Moreover, the Globe is actively conducting the very investigation it says it *cannot do* without Ms. Sargent. There is also deafening silence from McGrory who is the Globe's employee and a participant in the iMessage exchange. Nowhere does the Globe explain why McGrory cannot supply the information it needs.

Further, the Globe could have conducted its investigation privately, and without a media circus months ago and with the help Ms. Sargent offered its upper management. This lawsuit is simply the Globe's power play to obtain leverage, chill Ms. Sargent from further speaking out, and publicly save face. There is no legal or factual basis for an injunction. For these reasons, and those stated below, the Court should deny the Globe's motion.

## **BACKGROUND**

The Boston Globe is a media conglomerate headquartered in Boston, Massachusetts. *See* Memorandum of Law in Support of Plaintiff's Motion for a Preliminary Injunction ("Globe Br.") at 3. Ms. Sargent interned at the Globe from 1998-1999 and returned as an employee from approximately January 2014 until February 11, 2016. *Id.*; Affidavit of Hilary Sargent ("Sargent Aff.") ¶¶ 2-3.

On March 2, 2016, Sargent and the Globe entered into a Separation Agreement. (Sargent Aff. ¶ 3). Sargent agreed to "cooperate with any reasonable request by the Company in connection with any matter with which [she was] involved or any existing or any potential claim, investigation, administrative proceeding, lawsuit or other legal or business matter that arose during [her] employment by the Company." (Globe Br. at 3-4).

On November 8, 2017, Ms. Sargent emailed Globe Chief Executive Officer Vinay Mehra, and urged him to speak to former employees:

Sexual harassment within the Globe isn't a new thing, nor is it just an old thing. It's both. One of the things that is most admired about the Globe is how the newspaper approached the investigation into sexual abuse within the Catholic Church. I truly hope that the Globe will have the same relentless curiosity when it comes to examining its own current problems as well as its own long history with sexual harassment. There are many of us who are no longer at the Globe but who care deeply about the paper, and who have been deeply hurt by what happened to us when we worked there. I implore you to be inquisitive and open, and to reach out to those whose lives have been affected by what has been a longstanding and rampant problem at the Globe.

(Sargent Aff. ¶ 12).

On December 19, 2017, Ms. Sargent emailed Boston Globe owner John Henry:

At the least, I truly think you ... should know what happened to me there. I'm sure you've heard pieces of it second hand, but I'm also sure that if you heard it from me you would understand why I feel so passionate about this topic. As I've said so many times before, I'm not on a mission to do anything aside from ensure that what happened to me doesn't happen to anyone else ... I'm not on a mission against the Globe. I think

if you know my experience -- which I haven't disclosed but which spans both my intern experience as well as my recent time at the Globe -- it will help you ensure the Globe is a safe place for young women in the years to come. I think that's important.

(Sargent Aff. ¶ 13).

Ms. Sargent did not receive any response from Mehra or Henry, nor did anyone else from the Globe contact her to understand her concerns. (Sargent Aff. ¶ 14).

Further, Exhibits 2 and 3 attached to the Globe's Memorandum accurately reflect posts of iMessage exchanges between Brian McGrory (the Globe's Editor-in-Chief) and Ms. Sargent. (Sargent Aff. ¶ 4). The Globe's description (without the emphasis) of the May 20 and 21 tweets is generally accurate and need not be repeated here, except that Ms. Sargent was *not* specifically referring to herself as a female employee of the Globe. (Sargent Aff. ¶¶ 6-7).

Rather, the purpose of Ms. Sargent's May 20 and 21 tweets was to bring public awareness to what Ms. Sargent considers to be inappropriate behavior toward women by McGrory and other Globe employees, and - - more importantly - - to bring attention to the Globe's leadership her view that similar inappropriate behavior is a problem at the Globe. (Sargent Aff. ¶ 11).

Exhibits 2 and 3, moreover, involved a "screenshot" image of the iMessages which Ms. Sargent printed at an earlier date. (Sargent Aff. ¶ 6). They do not show the dates the iMessages were sent or received. *Id.* Ms. Sargent does not have the actual iMessages in electronic form, though they may still exist. (Sargent Aff. ¶ 9).

Ms. Sargent cannot recall whether the iMessage exchange reflected in Exhibits 2 and 3 occurred during or (more likely) after Ms. Sargent's employment with the Plaintiff. (Sargent Aff. ¶ 7). Indeed, McGrory has sent Ms. Sargent inappropriate messages since her separation from the Globe. Potentially recovering the iMessages is technologically difficult and expensive and the electronic version of these messages may prove impossible to recover. (Sargent Aff. ¶ 9).

McGrory should be able to provide the Globe, his employer, with the same information as Sargent, particularly because he was the sender of the iMessages. The Globe should also presumably have access to McGrory's emails and can compel his cooperation. (Sargent Aff. ¶ 10).

Neither the Globe nor McGrory has provided a sworn statement that the iMessages are not genuine or that Ms. Sargent's assertions are false. The Globe has provided no affidavits supporting its assertions of harm. (Sargent Aff. ¶ 10).

Before filing this lawsuit, the Globe's general counsel threatened Ms. Sargent with a lawsuit if she did not immediately cooperate. (Sargent Aff. ¶ 11). Ms. Sargent felt intimidated and was not willing to talk to the Globe's legal team without obtaining counsel. (*Id.*) Ms. Sargent is a single mother and does not have the Globe's resources. (Sargent Aff. ¶ 20). While she had a stand-in attorney do her a favor by fielding the Globe's attorneys numerous demands for cooperation and other information, Ms. Sargent only obtained permanent counsel on June 1, 2018. (Sargent Aff. ¶¶ 19-20).

Meanwhile, the Globe has issued public comments about Ms. Sargent questioning her integrity while not telling the whole story, specifically that Ms. Sargent made efforts to raise inappropriate conduct issues to the Globe's upper management for months. (Sargent Aff. ¶ 22). Ms. Sargent, through counsel, has told the Globe that she wants to cooperate to shed light on inappropriate conduct at the Globe, but will not do so while the Globe is suing her and smearing her reputation. (Sargent Aff. ¶ 15). Rather, the Globe should focus on creating a safe environment for people, like Ms. Sargent, to come forward without fear of reprisal. (Sargent Aff. ¶ 27).

## ARGUMENT

A preliminary injunction is a dramatic remedy that a court should not grant unless the movant, by a clear showing, carries the burden of persuasion. *See Winter v. Natural Res. Def. Council, Inc.*, 555 U.S. 7, 24 (2008) ("A preliminary injunction is an extraordinary remedy never awarded as of right"); *Student No. 9 v. Board of Educ.*, 440 Mass. 752, 762 (2004) ("the significant remedy of a preliminary injunction should not be granted unless the plaintiffs had made a clear showing of entitlement thereto"); *Anaesthesia Assocs. of Mass., PC v. Plexus Anesthesia Servs. of Mass., PC*, 2018 Mass. Super. LEXIS 32, \*2-3 (Mass. Super. 2018) (Salinger, J.) (denying preliminary injunction).

A plaintiff is not entitled to preliminary injunctive relief if it cannot prove that it is likely to succeed on the merits of its claim. *See, e.g., Fordyce v. Town of Hanover*, 457 Mass. 248, 265 (2010) (vacating preliminary injunction on this ground); *Wilson v. Commissioner of Transitional Assistance*, 441 Mass. 846, 858-59 (2004) (same). "[T]he burden of showing a likelihood of success on the merits is on the party seeking the preliminary injunction." *Berrios v. Dept of Pub. Welfare*, 411 Mass. 587, 598 (1992), quoting *Robinson v. Secretary of Admin.*, 12 Mass. App. Ct. 441, 451 (1981).

Nor may a plaintiff obtain a preliminary injunction without proving that it will suffer irreparable harm in the absence of such an order, and that such harm to the plaintiff from not granting the preliminary injunction would outweigh any irreparable harm that defendants are likely to suffer if the injunction issues. *See, e.g., American Grain Products Processing Institute v. Department of Pub. Health*, 392 Mass. 309, 326-29 (1984) (vacating preliminary injunction on this ground); *Nolan v. Police Comm'r of Boston*, 383 Mass. 625, 630 (1981) (same). The moving party also has the "burden of showing it would suffer an irreparable harm absent an injunction." *GTE Products Corp. v. Stewart*, 414 Mass. 721, 726 (1993).

As explained below, the Globe fails to meet its burden to present a "clear showing" of

entitlement to relief and the Court should deny its Motion for a Preliminary Injunction.

**I. The Globe Cannot Succeed on the Merits**

Ms. Sargent does not dispute the existence of the Separation Agreement or its cooperation clause. (Globe Br. at 3-4); (Globe Ex. 1). Rather, the Globe's motion is premised on the notion that Ms. Sargent is obliged to provide the dates of the May 20 and 21, 2018 iMessages under a clause that applies to matters which "arose" out of her employment. At the same time, the Globe is admitting that it *does not know* whether the iMessages were sent during Ms. Sargent's employment. (Verified Complaint ¶¶ 5, 18); (Globe Br. at 4-5); (Exhibit 1 attached hereto) (Globe public statement: "We [the Globe] have been diligently investigating so as to understand the nature of all exchanges and interactions between Mr. McGrory and Ms. Sargent that occurred during the course of her employment. Understanding *whether* this exchange took place while Ms. Sargent was an employee is a critical first step.") (emphasis added).

In short, the Globe cannot prove the basic condition precedent for invoking the cooperation clause - - a nexus between the iMessages and Ms. Sargent's employment. *See Massachusetts Municipal Wholesale Electric Co. v. Danvers*, 411 Mass. 39, 45 (1991) ("A condition precedent defines an event which must occur before a contract becomes effective or before an obligation to perform arises under the contract . . . If the condition is not fulfilled, the contract, or the obligations attached to the condition, may not be enforced.") (citations omitted). The Globe, moreover, cannot obtain extraordinary relief under a clause requiring proof that the exchange arose during Ms. Sargent's employment based on innuendo, supposition and argument. *See McEvoy Travel Bureau, Inc. v. Norton Co.*, 408 Mass. 704, 707, n.3 (1990) (speculation is not evidence); *Acosta v. Harbor Holdings & Operations, Inc.* 674 F. Supp. 2d 351, 367 (D.P.R. 2009) ("the court need not consider unsupported suppositions"). Whether it did or did not occur during Ms. Sargent's employment remains a critical

question of fact left wide-open.

The Globe does not argue - - as it cannot - - that the cooperation clause applies to conduct or events which do not arise out of Ms. Sargent's employment with it. Nor can the Globe stretch the cooperation clause to suggest that if the issue "might" or "possibly could" relate to her employment that reasonable cooperation is required. Had the Globe wanted to include such an expansive provision, it should have bargained for it.

Next, the Globe supposes (based on nothing) that Ms. Sargent has the iMessage date information "*immediately retrievable at her fingertips.*" (Globe Br. at 6) (emphasis in original). As Ms. Sargent explains in her affidavit, the opposite is true - - to retrieve the information (metadata) is a lengthy and expensive exercise. (Sargent Aff. ¶ 9); *Rodriguez-Torres v. Gov't Dev. Bank of P.R.*, 265 F.R.D. 40, 44 (D.P.R. 2010) (electronically stored information requested "not reasonably accessible because of the undue burden and cost"). Under no circumstances does forcing Ms. Sargent to expend thousands of dollars to obtain essentially unretrievable information constitute "reasonable" cooperation. McGrory, moreover, should be able to provide the Globe precisely the information it seeks from Ms. Sargent. (Sargent Aff. ¶ 10).

Further, the Globe asserts - - falsely - - that Ms. Sargent has refused to cooperate. (Sargent Aff. ¶ 11). Ms. Sargent raised inappropriate conduct at the Globe months before the May 20 and 21 tweets, and the Globe did nothing. (Sargent Aff. ¶¶ 12-14). Ms. Sargent has repeatedly stated that she would cooperate if the Globe provides a safe environment for doing so - - not with the threat of lawsuits and smearing her reputation, as has already occurred. (Sargent Aff. ¶ 15). Under these particular circumstances, it is objectively difficult to fault Ms. Sargent for seeking the advice of counsel to protect herself from the Globe's media and legal juggernaut.<sup>1</sup>

Finally, the Globe is seeking more than specific performance - - the cooperation clause

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<sup>1</sup> The Globe cites no cases and makes no showing of what would be reasonable cooperation in these circumstances.



provides for *reasonable* cooperation, and the Globe’s proposed Order seeks *full* cooperation. (*See* Globe’s proposed order); (Sargent Aff. ¶ 21). The Globe cannot obtain specific performance of relief greater than the Separation Agreement provides. *See Kurker v. Shoestring Props., L.P.*, 2009 Mass. Super. LEXIS 260, \*5 (Mass. Super. Ct. Aug. 8, 2009) (specific performance entitles a party to the benefit of its bargain, but not a windfall). As such, the Globe has not made a “clear showing” that Ms. Sargent breached the Separation Agreement, let alone entitlement to injunctive relief.

## **II. The Globe Has Perpetuated Its Own Harm, If Any**

The Globe contends that its reputation has been “significantly” damaged and is “being called into question” by the media. (Globe Br. at 7) (citing no authority or evidence). Nowhere, however, does the Globe demonstrate *how* its “esteemed” reputation has been harmed or what it has suffered, let alone how the “criticism” and “commentary” it is facing exceeds what it faces as “the leading daily newspaper published in Boston” on a routine basis. (*See generally* Globe Br. and Verified Complaint). While it claims “the damage cannot undone or repaired,” the Globe fails to identify specifically *how* it has been harmed. *See Anaesthesia Assocs. of Mass., PC*, 2018 Mass. Super. LEXIS 32 at \*2-3 (conclusory statements of harm insufficient for preliminary injunction). Indeed, both the Globe’s brief and its Verified Complaint offer conclusory assertions of harm devoid of specifics. (Verified Complaint, ¶¶ 21-22) (describing conclusory harm and providing no facts); (Globe Br. at 7) (citing no evidence).

Further, the Globe offers no evidence (from McGrory or otherwise) that Ms. Sargent’s tweets are anything but *true and accurate* - - which suggest that the cause of any purported harm would be *McGrory*, not Ms. Sargent, who gave the Globe months of warning and an opportunity to discuss matters privately. (Sargent Aff. ¶¶ 11-14). The Globe’s failure to engage Ms. Sargent in private discussion months ago to address her concerns about inappropriate conduct also negates an inference

of purported harm. *See Alexander & Alexander, Inc. v. Danahy*, 21 Mass. App. Ct. 488, 494 (1986) (unexplained delay in seeking relief suggests an absence of irreparable harm).

The Globe's coverage of Ms. Sargent's tweets, its media attack on Ms. Sargent and this lawsuit proves that, contrary to its assertions, (a) the Globe is keeping the supposedly "damaging" story alive and (b) has the ability to address Ms. Sargent's tweets despite claiming the opposite. The Globe gets no credit where it is responsible for propagating the supposed harm. *See Second Music City, Inc. v. City of Chicago*, 333 F.3d 846, 850 (7th Cir. 2003) (self-inflicted harm not a basis for an injunction); *Ustrust v. Einreinhofer*, 1994 Mass. Super. LEXIS 730 at \*13 (Mass. Super. 1994) (refusing to consider self-inflicted harm in balancing of irreparable harms). Any purported "damage" and loss of "morale" is as likely a result of the Globe's mishandling of and attacks on Ms. Sargent (a single mother seeking to raise important social issues) - - than anything Ms. Sargent has done. Wholly absent are affidavits supporting the Globe's "loss of morale" theory.

Further, the notion that the Globe needs Ms. Sargent's cooperation to investigate McGrory and inappropriate conduct makes no sense. The Globe has access to McGrory (the other iMessage participant), his emails, and can and should interview him at length. (Sargent Aff. ¶ 10). Proskauer Rose, moreover, is currently acting both as litigation and "independent" counsel to investigate this matter. Apparently, the Globe agrees that an investigation *without* Ms. Sargent's immediate involvement is possible despite claiming in their papers that it is not. (See Email attached as Exhibit 2 hereto) ("I am an attorney at Proskauer Rose and have been retained by the Globe to conduct an independent investigation into the allegations that your client recently raised on Twitter against Brian McGrory. Although I work at Proskauer Rose, I am conducting my investigation independently of Mark Batten.")

The Globe could enhance its reputation by creating a safe environment - - eschewing

retaliation, litigation and media character assassination. (Sargent Aff. ¶ 27). It, however, chose a darker path and cannot now cry foul. In sum, the Globe has not demonstrated a “clear showing” of irreparable harm relating to any breach by Ms. Sargent.

### **III. The Harm to Ms. Sargent Outweighs the Harm to the Globe**

As explained above, the Globe has not demonstrated irreparable harm. Ms. Sargent, however, will suffer harm if forced to cooperate “in full” with the Globe, nebulous relief far beyond the cooperation clause for which she and the Globe bargained. (Sargent Aff. ¶ 21). As explained above, the information the Globe seeks (dates of iMessages) is not easy to provide even if it is theoretically “simple” information. (Sargent Aff. ¶ 9). Further, McGrory should be able to fill in the evidentiary gaps and, if he cannot, it is likely because he destroyed the evidence. (Sargent Aff. ¶ 10).

Further, this lawsuit and the Globe’s media bullying chills Ms. Sargent’s First Amendment rights. Massachusetts public policy disfavors large and powerful entities, like the Globe, from using its power to thwart legitimate discussion of publicly important issues - - such as workplace inappropriate conduct. *See Cardno ChemRisk, LLC v. Foytlin*, 476 Mass. 479, 483 (2017) (citizens “of modest means” who speak out against larger, more powerful entities are worthy of protection). Indeed, the Globe’s actions, including the filing of this lawsuit, constitute a violation of the Massachusetts anti-SLAPP statute and is a concerted effort to discourage Ms. Sargent and others from coming forward. *See* M.G.L. c. 231, §59H (allowing for the filing of a special motion to dismiss in order to discourage lawsuits brought for the purpose of discouraging and intimidating individuals from exercising their constitutional right of petition).

A preliminary injunction in the Globe’s favor forcing her to “fully” comply with an investigation which the Globe unilaterally controls will effectively destroy her right to speak against McGrory - - including conduct which occurred after Ms. Sargent left the Globe. In short, the balance

is not between irreparable harm to the Globe and “non-existent” harm to Sargent, as the Globe claims. Rather, the opposite is true and Ms. Sargent’s civil rights hang in the balance. As such, the Court should deny the Globe’s motion, particularly based on the equities and the its conclusory factual showing.

**CONCLUSION**

WHEREFORE, for the foregoing reasons, the Court should deny the Globe’s Motion for Preliminary Injunction.

Respectfully submitted,

HILARY SARGENT,

Dated: June 5, 2018

By her attorney,

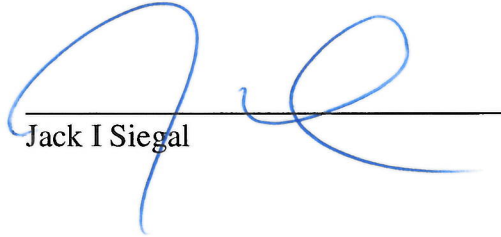


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Boston, MA 02110  
jsiegal@grsm.com  
857-504-2033

**CERTIFICATE OF SERVICE**

I, Jack I. Siegal, hereby certify that on June 5, 2018, a true copy of Defendant's Opposition to Plaintiff's Motion for a Preliminary Injunction Compelling Sargent's Specific Performance of the Cooperation Clause of Her Separation Agreement, along with the accompanying affidavit and exhibits, was served upon the Plaintiff via regular mail, with a courtesy copy sent via email.

  
\_\_\_\_\_  
Jack I Siegal

# EXHIBIT 1

**Boston**



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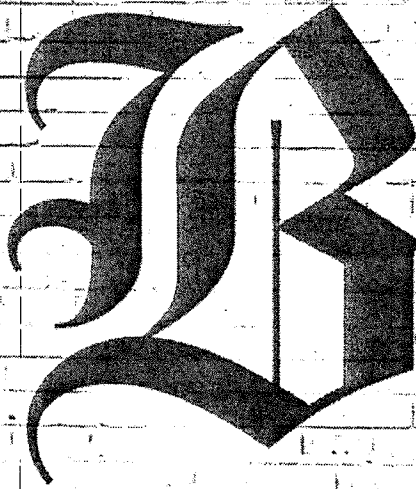


MEDIA

# The *Boston Globe* Is Taking Hilary Sargent to Court

Fallout continues from a series of tweets Sargent posted alleging misconduct by the *Globe's* top editor, Brian McGrory.

by **LISA WEIDENFELD** • 5/25/2018, 1:59 p.m.



Brick photo via iStock/123ducu

The *Boston Globe* is seeking an injunction against former boston.com staffer Hilary Sargent in the wake of tweets she posted earlier in the week alleging misconduct from the publication's top editor, Brian McGrory. Sargent had posted a screenshot of a text exchange that appeared to show McGrory flirting with her in response to a question seeking writing advice.

McGrory has denied that he sexually harassed her, and a letter from his lawyer, shared by Emily Rooney on Twitter, accused Sargent of making defamatory statements, claiming the two dated many years prior to the text exchange, but that he never supervised her at boston.com.

The lawsuit isn't a complete surprise—the *Globe* had apparently sent Sargent a draft lawsuit earlier in the week, per a story written by staff reporter Mark Arsenault. When we reached out to Sargent this afternoon, she declined to comment. Jane Bowman, the vice president of marketing and strategic partnerships for the *Globe*, was quick to respond with the following over email. The comments reflect court documents shared by WGBH's Adam Reilly over Twitter, accusing Sargent of not complying with the terms of a separation agreement she signed when she left boston.com.

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*It is a top priority of the leadership here at The Globe to create a safe, welcoming, and comfortable working environment for all employees. This is a responsibility we take very seriously.*

*Earlier this week, Hilary Sargent stated publicly on social media that there was an inappropriate text exchange between her and Globe Editor Brian McGrory. We have been diligently investigating so as to understand the nature of all exchanges and interactions between Mr. McGrory and Ms. Sargent that occurred during the course of her employment. Understanding whether this exchange took place while Ms. Sargent was an employee is a critical first step.*

*Mr. McGrory has willingly turned over his phone and has fully cooperated with us. Multiple attempts to retrieve the exchange from his phone have proved unsuccessful.*

*From the time that Ms. Sargent tweeted about this exchange, we have on multiple occasions reached out to her. She has been unwilling to provide further relevant information to date.*

*Ms. Sargent signed a separation agreement upon the conclusion of her employment in which she agreed to cooperate with any matter relating to her employment here. Our filing today seeks Ms. Sargent's cooperation in collecting information related to her specific claims — nothing more, and nothing less. We do so in an attempt to hear more, not less, from Ms. Sargent.*

*We have an obligation to this institution and its readers to hold the same lens to ourselves as we do to the those we write about in our pages. We continue to intend to do that here.*

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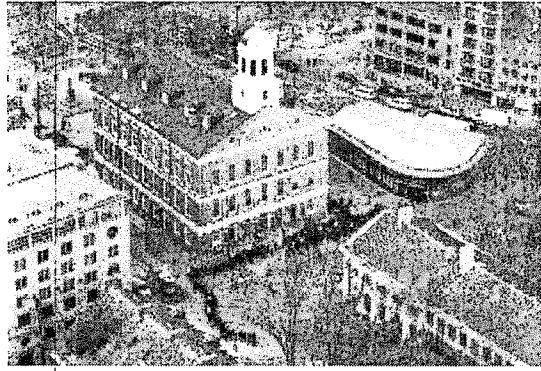
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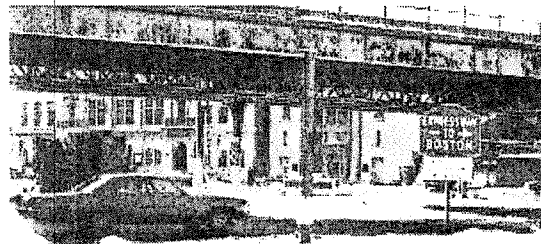


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# The *Boston Globe* Is Investigating Misconduct Allegations Against Editor Brian McGrory

The move comes after a series of tweets about McGrory written by former staffer Hilary Sargent.

by LISA WEIDENFELD • 5/23/2018, 6:05 p.m.



Brick photo via iStock/123ducu

Executives at the *Boston Globe* are investigating misconduct allegations against the publication's top editor, Brian McGrory. The move comes after former Boston.com staffer Hilary Sargent sent a series of tweets on Sunday and Monday that included a screenshot of a text exchange that appeared to show McGrory flirting with her in response to a question seeking writing advice.

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Sargent initially wrote the tweets in response to a recent *60 Minutes* exposé on sexual harassment, discussing how dehumanizing it can feel when young women realize they're not being seen as professionals. Later that day, she shared the screenshot of the text exchange, and then followed up the next day, saying, "It never occurs to men like @GlobeMcGrory (see text) that maybe we actually \*are\* looking for advice about WRITING, that maybe we don't want to be asked what we are wearing while we write, that maybe we want to work, to be journalists."

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The allegations come as the *Globe* strives to find ways to cover the #MeToo movement, publishing impactful stories about harassment on Beacon Hill. Sargent included the hashtag in one of her tweets about McGrory. It's only the latest in a series of Twitter broadsides she's sent in recent months suggesting the *Globe* was failing to contend with its own harassment issues.

When asked for comment, Jane Bowman, the *Globe's* vice president of marketing and strategic partnerships, responded over email. "A former employee has publicly suggested that there was an inappropriate text exchange between our editor, Brian McGrory, and her," Bowman acknowledged. "When we first learned about this social media discussion, we began investigating to gather as much relevant information as we could. We discussed the issue with Mr. McGrory in an attempt to understand both the nature of any exchanges between the two parties and also whether or not these exchanges occurred during her employment. We also reached out to Ms. Sargent, the former employee, to ascertain the timing and context of the text in question. At this time, it is still unclear when these exchanges took place. We expect to have resolution on this matter soon. The *Globe* is deeply committed to creating a safe, comfortable, welcoming working environment for all employees."

Similar information was contained in a memo to *Boston Globe* staff from managing director Linda Henry and president Vinay Mehra that was leaked to media commentator Dan Kennedy.

At this point there are far more questions than answers. Sargent shared the screenshot without much context, and though she has implied that she experienced harassment as an intern 20 years ago, the screenshot itself is clearly identifiable as an iPhone conversation, meaning the remarks were somewhat more recent. She has not shared the rest of the conversation or provided additional details.

Sargent did confirm on Twitter that the screenshot was from a text conversation with McGrory. In it, one person says, in three separate messages, "I imagine there are people who can sit down and with enough time just write something. But I need a draft and then a day and then I'll add something and then a day and so on. I need time but only if I start a

draft." The other person responds, "Got it. What do you generally wear when you write?"



**Hilary Sargent** @lilsarg

20 May

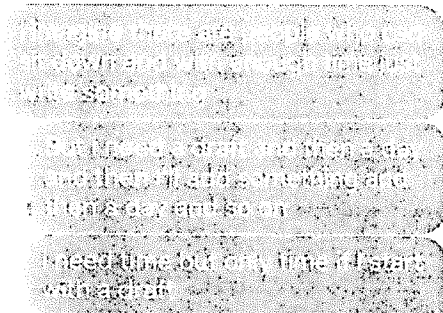
Watching @60Minutes on sexual harassment in the restaurant world and realizing these assholes all send the same terrible texts. Raise your hand if you've gotten a text like this from a powerful man who could fire you and derail your career in a second. [pic.twitter.com/6n5ZydSEsy](https://pic.twitter.com/6n5ZydSEsy)



**Hilary Sargent** @lilsarg

If you've ever been sent a sext-type text from someone who was powerful enough that you felt you couldn't do anything (other than panic/shake your head/cry), you're not alone. The more we tweet these, the less they'll send them. #MeToo [pic.twitter.com/hoe8lrSjOH](https://pic.twitter.com/hoe8lrSjOH)  
8:58 PM - May 20, 2018

Meaning?



Got it. What do you generally wear when you write?

Seriously?

Well, not entirely.

Well I don't generally write

Oh.

144 70 people are talking about this

The allegations were quickly shared across Twitter, with the *Globe's* gender issues reporter, Stephanie Ebbert, questioning the timeline of the exchange. The story was also discussed on the WGBH show *Greater Boston* by Adam Reilly, Dan Kennedy, and Emily Rooney, none of whom thought there was any reason to doubt the authenticity of the screenshot.

McGrory has not said anything publicly and didn't respond to our request for comment.



When contacted for comment about the tweets, Sargent, a Boston contributor, directed us to a statement she also shared with WGBH, which didn't address McGrory directly, but said, in part, "It is crucial that individuals in leadership positions are held to the same high standard of conduct that the *Globe* would expect of any individuals in leadership positions at other similarly powerful institutions." She declined to comment further.

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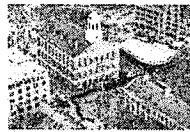
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# EXHIBIT 2

**Jack Siegal**

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**Subject:** FW: Sargent

**From:** Bill Kennedy  
**Sent:** Friday, June 01, 2018 8:23 AM  
**To:** 'Moss, Danielle J.'  
**Subject:** RE: Sargent

Please do not have your client or your office make any direct contact of my client. Your interest in speaking to her has been conveyed. If she chooses to respond, you will be notified

William T. Kennedy, Esquire  
Law Offices of William T. Kennedy, P.C.  
21 McGrath Highway, Suite 404  
Quincy, MA 02169  
617-773-7100 ext. 16  
fax - 617-773-7102  
cell- 617-620-0506  
**email:** [wtk@wtkpc.com](mailto:wtk@wtkpc.com)

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**From:** Moss, Danielle J. [<mailto:DMoss@proskauer.com>]  
**Sent:** Thursday, May 31, 2018 8:56 PM  
**To:** Bill Kennedy  
**Subject:** Re: Sargent

Mr. Kennedy,

As you know, I am trying to get in touch with you to discuss this matter, and you have not responded. Given the fact that your client viewed my LinkedIn profile several hours ago, it is clear you are being uncooperative by failing to respond to me while you are plainly in contact with your client.

I am writing now to give you notice that my client will be reaching out to your client directly tomorrow evening to ascertain whether she is interested in speaking with me.

If you would like to reach me, please give me a call at 516-644-6448.

Thank you,  
Danielle

Sent from my iPhone

On May 31, 2018, at 2:03 PM, Moss, Danielle J. <[DMoss@proskauer.com](mailto:DMoss@proskauer.com)> wrote:

Mr. Kennedy,

To confirm our recent phone conversation which was abbreviated after you indicated that you were on the other line and would get back to me, I am an attorney at Proskauer Rose and have been retained by the Globe to conduct an independent investigation into the allegations that your client recently raised on Twitter against Brian McGrory. Although I work at Proskauer Rose, I am conducting my investigation independently of Mark Batten.

While I understand that your client has already declined to speak with the Globe's in-house counsel, I wanted to offer her the opportunity to meet with me today while I am in town at the time and location of her choosing. Please let me know at your earliest opportunity if your client is interested in meeting with me and if so, when and where. If your client is interested in meeting with me but is not available today, please propose alternate dates and times to either meet in person or speak over the phone and I will make myself available at her convenience.

I look forward to hearing back from you,  
Danielle

**Danielle J. Moss**  
Attorney at Law

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