

### **The People's Pledge**

Because outside third party organizations – including but not limited to individuals, corporations, 527 organizations, 501(c) organizations, SuperPACS, and national or state party committees – may air, and may continue to air independent expenditure advertisements and issue advertisements either supporting or attacking State Senator William Brownsberger, State Senator Katherine Clark, Sheriff Peter Koutoujian, State Representative Carl Sciortino, and State Senator Karen Spilka, and any other candidates signed below (individually the "Candidate" and collectively the "Candidates"); and

Because these groups function as independent expenditure organizations that are outside the direct control of any of the Candidates; and

Because the Candidates agree that they do not approve of such independent expenditure advertisements and want those advertisements to immediately cease and desist for the duration of the 2013 special election cycle; and

Because the Candidates recognize that in order to continue to make Massachusetts a national example, and provide the citizens of Massachusetts with an election free of third party independent expenditure advertisements, they must be willing to include an enforcement mechanism that runs not to the third party organizations but instead to the Candidates' own campaigns:

1. In the event that a third party organization airs any independent expenditure broadcast (including radio), cable, satellite or online advertising, in support of a named, referenced (including by title) or otherwise identified Candidate, that Candidate's campaign shall, within three (3) days of discovery of the advertisement buy's cost, duration and source, pay 50% of the cost of that advertising buy to the One Fund Boston (the "One Fund").
2. In the event that a third party organization airs any independent expenditure broadcast (including radio), cable, satellite or online advertising, in opposition to a named, referenced (including by title) or otherwise identified Candidate, and such third party organization has endorsed a Candidate, the campaign of the Candidate endorsed by that organization shall, within three (3) days of discovery of the advertisement buy's cost, duration, and source, pay 50% of the cost of that advertisement buy to the One Fund.
3. In the event that a third party organization airs any independent expenditure broadcast (including radio), cable, satellite or online advertising, in opposition to a named, referenced (including by title) or otherwise identified Candidate, and that organization is a subsidiary or direct affiliate of a third party organization that has endorsed a Candidate, the campaign of the Candidate endorsed by that organization shall, within three (3) days of

discovery of the advertisement buy's cost, duration, and source, pay 50% of the cost of that advertisement buy to the One Fund.

4. In the event that a third party organization that has not endorsed any candidate, and is not an affiliate or subsidiary of an organization that has endorsed a candidate, airs any independent expenditure broadcast (including radio), cable, satellite or online advertising, in opposition to a named, referenced (including by title) or otherwise identified Candidate, the campaign of each of the other Candidates shall conspicuously place on its website in such manner that it is visible in a web browser when the page first loads without scrolling down, a message of no more than 200 words provided by the Candidate referenced in the advertisement for a period not shorter than 24 hours preceded by the following language-

"In the name of the People's Pledge, we would like to report a violation of the Pledge by an organization that is not affiliated with our campaign and that has not endorsed our campaign. By the terms of the pledge, please see below for a short statement from (*\*the referenced campaign\**):"

Such required message shall be placed on a Candidate's campaign website within 24 hours of proper notification to that Candidate's campaign that the violation has occurred. Proper notification shall be made by the campaign of the Candidate referenced in the advertisement and shall consist of a good faith effort to inform another Candidate's campaign of the violation, including both an email describing the violation to an email list consisting of the campaign manager and/or authorized representative of each campaign and a phone call to the campaign manager and/or authorized representative of each campaign (resulting in either a phone conversation or a voicemail describing the violation).

5. The Candidates and their campaigns agree that neither they nor anyone acting on their behalf shall coordinate with any third party on any paid advertising for the duration of the 2013 special election cycle. In the event that any Candidate or his or her campaign or anyone acting on their behalf coordinates any paid advertisement with a third party organization that Candidate's campaign shall pay 50% of the cost of the advertisement buy to the One Fund.

#### Penalties for Breach

In the event that an undersigned candidate fails to make the charitable donation within the three day time requirement, then the charitable donation shall double the required amount for an additional five days after which if the charitable contribution is not made, then the charitable donation shall increase an additional

amount representing an increase of 50% to the immediately preceding required charitable amount.

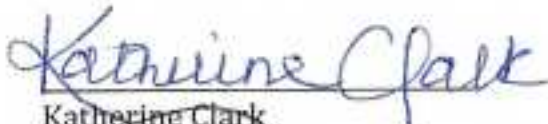
In the event that an undersigned Candidate fails to publish on that Candidate's campaign website the statement as outlined in Section 4 above for a violation under Section 4 within 24 hours of being properly notified that the violation has occurred, that Candidate's campaign shall pay 50% of the cost of that advertising buy to the One Fund.

The Candidates and their campaigns agree to continue to work together to limit influence of third party advertisements and to close any loopholes (including coverage of sham ads) that arise in this agreement during the course of the 2013 election cycle.

**Signed by:**

  
William Brownsberger

8-15-2013  
Date

  
Katherine Clark

8/16/13  
Date

  
Peter Koutoujian

8/16/13  
Date

  
Carl Sciortino

8-15-13  
Date

  
Karen Spilka

8/15/13  
Date