

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

Because outside third party organizations – including but not limited to individuals, corporations, 527 organizations, 501(c) organizations, SuperPACs, and national and state party committees – may air, and may continue to air, and/or direct mail independent expenditure advertisements and issue advertisements either supporting or attacking Congressman Stephen F. Lynch, Congressman Edward Markey, 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/or direct mail, and want those advertisements and/or direct mail 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 and/or direct mail, they must be willing to include an enforcement mechanism that runs not to the third party organizations but instead to the Candidates’ own campaigns:

The Candidates on behalf of their respective campaigns hereby agree to the following:

1. In the event that a third party organization airs any independent expenditure broadcast (including radio), cable, satellite, online advertising and/or direct mail 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 a charity of the opposing Candidate’s choice.
2. In the event that a third party organization airs any independent expenditure broadcast (including radio), cable, or satellite advertising, online advertising and/or direct mail in opposition to a named, referenced (including by title) or otherwise identified Candidate, the opposing 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 a charity of the opposed Candidate’s choice.
3. In the event that a third party organization airs any broadcast (including radio), cable, or satellite online advertising and/or direct mail that promotes or supports 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 a charity of the opposing Candidate’s choice.

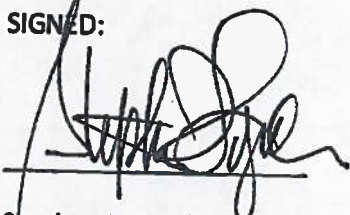
4. In the event that a third party organization airs any broadcast (including radio), cable, or satellite online advertising and/or direct mail that attacks or opposes a named, referenced (including by title) or otherwise identified Candidate, the opposing Candidate's campaign shall, within three (3) days of discovery of the advertisement buy's cost, duration, and source, pay 50% of the cost of that advertising buy to a charity of the opposed Candidate's choice.
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 and/or direct mail for the duration of the 2013 special election cycle. In the event that either Candidate or their campaign or anyone acting on their behalf coordinates any paid advertisement and/or direct mail with a third party organization that Candidate's campaign shall pay 50% of the cost of the advertisement buy and/or direct mail cost to a charity of the opposing Candidate's choice.

#### **Penalties For Breach**

In the event that the 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.

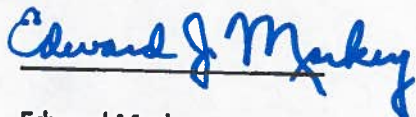
The Candidates and their campaigns agree to continue to work together to limit the influence of third party advertisements and to close any loopholes (including coverage of sham ads) that arise in this agreement during the course of the campaign.

SIGNED:

  
\_\_\_\_\_  
Stephen F. Lynch

Feb. 6, 2013

February , 2013

  
\_\_\_\_\_  
Edward Markey

Feb. 13, 2013

February , 2013

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Date

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Date

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Date

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SENT VIA FIRST CLASS MAIL  
AND VIA EMAIL

February 7, 2013

Mark Gallagher  
Markey for Senate  
P.O. Box 526  
Medford, MA02156

RE: The People's Pledge

Dear Mr. Gallagher:

Please be advised that I am Campaign Counsel to Congressman Stephen F. Lynch Committee for the United States Senate.

Last year, Senator Elizabeth F. Warren and former Senator Scott Brown entered into a historic agreement called the People's Pledge. I think that all observers of the election believe that this Pledge was not only historic, but also effective.

Congressman Lynch was interviewed on a Boston television broadcast channel at which time he responded to a question that he would sign the People's Pledge. Thereafter, Congressman Edward Markey also confirmed to the public that he would also sign a People's Pledge.

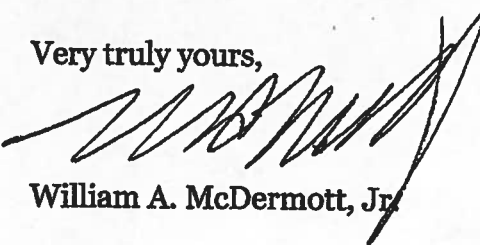
Therefore, in furtherance of that initial understanding, I am forwarding to you for your campaign's review, a modified version of the People's Pledge taken directly from the historic document referenced herein.

Mark Gallagher  
February 7, 2013  
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I would ask that after review and agreement that Congressman Markey countersign the Pledge, which I am providing by mail in duplicate for immediate review. Two originals are being sent by first class mail to you at the Medford office, both of which contain the original signature of Congressman Lynch. Please countersign both and retain one copy. Please scan and return countersigned fully executed copy to my email address. We will send someone to pick up the countersigned Pledge.

Please refer this to the appropriate person in the Campaign to review and respond to this request for execution of the People's Pledge.

Very truly yours,



William A. McDermott, Jr.

WAM/cmm

Cc: [Gallagher.mark@gmail.com](mailto:Gallagher.mark@gmail.com)  
[markgallagher@edmarkey.org](mailto:markgallagher@edmarkey.org)

Enc.