

APPENDIX: TEXT OF THE PEOPLE'S PLEDGE¹⁵⁷

Because outside third party organizations—including but not limited to individuals, corporations, 527 organizations, 501(c) organizations, SuperPACs, and national and state party committees—are airing, and will continue to air, independent expenditure advertisements and issue advertisements either supporting or attacking Senator Scott Brown or Elizabeth Warren (individually the “Candidate” and collectively the “Candidates”); and

Because these groups function as independent expenditure organizations that are outside the direct control of either 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 2012 election cycle; and

Because the Candidates recognize that in order 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 to the Candidates' own campaigns:

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

- 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 total cost, duration, and source, pay 50% of the cost of that advertising buy to a charity of the opposing Candidate's choice.
- 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, that Candidate's campaign shall, within three (3) days of discovery of the advertisement buy's total cost, duration, and source, pay 50% of the cost of that advertising buy to a charity of the opposed Candidate's choice.
- In the event that a third party organization airs any broadcast (including radio), cable, or satellite advertising 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 total cost, duration, and source, pay

157. The People's Pledge, *supra* note 4.

50% of the cost of that advertising buy to a charity of the opposing Candidates [sic] choice.

- In the event that a third party organization airs any broadcast (including radio), cable, or satellite advertising 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 total cost, duration, and source, pay 50% of the cost of that advertising buy to a charity of the opposed Candidate's choice.

- 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 2012 election cycle. In the event that either Candidate or their 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 ad buy to a charity of the opposing Candidate's choice.

- 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.

Scott Brown

January 23, 2012

Elizabeth Warren

January 22, 2012