

Rhode Island People's Pledge

Because Third Party Organizations may purchase Advertisements either supporting or attacking Clay Pell, Gina Raimondo or Angel Taveras, the Democratic Primary candidates for Rhode Island's 2014 gubernatorial election, and

Because the principal campaign committees of the candidates (the "Committees") do not approve of such Advertisements and want them to immediately cease and desist for the duration of the Democratic Gubernatorial Primary election (the present through September 9, 2014), and

Because Third Party Organizations are beyond the direct control of any of the Committees, and

Because the Committees recognize that, in order to help provide for a Democratic Gubernatorial Primary election free of Advertisements paid for by Third Party Organizations, the Committees must agree to, and abide by, an enforcement mechanism that runs not to the Third Party Organizations, but, instead, to the Candidates' own campaigns, the Committees hereby agree to this People's Pledge.

The capitalized terms used in this Pledge are defined as follows:

- a) "Advertising" and "Advertisement" refer to a paid announcement transmitted through various media, including broadcast (e.g., television and radio), cable, satellite, online (including display advertising, interstitials, keyword advertising, pre-roll video and social advertising), billboards, print ads (including newspaper and magazine);
- b) "Named Candidate or Candidates" (hereinafter, "Named Candidate") includes, but is not limited to, a candidate who is named or referenced (including by name, title, picture, or likeness) in an Advertisement. Where an Advertisement does not so name or reference a candidate, but refers in any way to the work (e.g., legislation, record, etc.), idea(s), background (personal or professional), and/or values of a candidate, the candidate to whom the Advertisement refers is a "Named Candidate." If a person would reasonably believe that the Advertisement refers to a particular candidate, then that candidate is a "Named Candidate";
- c) "Third Party Organization" includes, but is not limited to, individuals, corporations, unions, 527 organizations, 501(c) organizations, and SuperPACs. The term "Third Party Organization" also includes the Third Party Organizations' direct or indirect affiliates, subsidiaries, parents, or any organization related to the Third Party Organization;

- d) "[I]n support of a Named Candidate" refers to an Advertisement that, among other things, positively portrays or praises a Named Candidate or the work (legislation, record, values, etc.) of a Named Candidate or an idea or piece of legislation that is identified with a Named Candidate. The term "in support of a Named Candidate" also refers to an Advertisement that, among other things, encourages voters, for any reason, to vote for, think positively about, or thank a Named Candidate;
- e) "[I]n opposition to a Named Candidate" refers to an Advertisement that, among other things, negatively portrays, criticizes, or calls into question a Named Candidate or the work (legislation, record, values, etc.) of a Named Candidate or an idea or piece of legislation that is identified with a Named Candidate. The term "in opposition to a Named Candidate" also refers to an Advertisement that, among other things, encourages voters, for any reason, to vote against, think negatively about, or question a Named Candidate;
- f) "Endorsed" means a Third Party Organization's public declaration of support for a Candidate;
- g) "Advertising Buy" refers to a Third Party Organization's purchase of advertising time and/or space in any media noted at Paragraph (a), above, for the purpose of airing, playing, displaying, or otherwise disseminating any Advertising;
- h) "Aggrieved Candidate" refers to any candidate (1) who is opposed in an Advertisement "in opposition to a Named Candidate" within the meaning of Paragraph (e), above; or (2) who is not supported in an Advertisement "in support of a Named Candidate" within the meaning of Paragraph (d), above.
- i) "Non-Aggrieved Candidate" refers to any candidate (1) who is supported by an Advertisement "in support of a Named Candidate" within the meaning of Paragraph (d), above; or (2) who is not opposed in an Advertisement "in opposition to a Named Candidate" within the meaning of Paragraph (e), above.

The Committees agree to the following (subject to R.I.G.L. § 17-25-7.2(c)(3), which prohibits candidates from personally benefiting from a donation or receiving compensation from a recipient organization):

1. In the event that a Third Party Organization engages in any Advertising in *support* of a Named Candidate, that Named Candidate's campaign shall, within three (3) days of discovery of the Advertising Buy's cost, duration, and source, pay 100% of the cost (if a single Named Candidate) or 50% (if two Named Candidates) of that Advertising Buy to a charity of the Aggrieved Candidate's choice.
2. In the event that a Third Party Organization engages in any Advertising in *support* of a Named Candidate, and such Third Party Organization *has Endorsed* that Named Candidate, the campaign of that Named Candidate shall, within three (3) days of discovery of the Advertising Buy's cost, duration, and source, pay 100% of the cost of that Advertising Buy to a charity of the Aggrieved Candidate's choice.
3. In the event that a Third Party Organization engages in any Advertising in *opposition* to a Named Candidate, and such Third Party Organization *has not Endorsed* a candidate, the campaign of the Non-Aggrieved Candidate(s) shall, within (3) days of discovery of the Advertising Buy's cost, duration, and source, pay 100% of the cost (if the Advertising is in opposition to two Named Candidates) or 50% (if the Advertising is in opposition to one Named Candidate) of that Advertising Buy to a charity of the Aggrieved Candidate's choice.
4. In the event that a Third Party Organization engages in any Advertising in *opposition* to a Named Candidate, and such Third Party Organization *has Endorsed* another candidate, the campaign of the Endorsed candidate shall, within three (3) days of discovery of the Advertising Buy's cost, duration, and source, pay 100% of the cost of that Advertising Buy to a charity of the Aggrieved Candidate's choice.
5. The Committees agree not to accept any funds from anyone, including any Third Party Organization, as compensation for any donation paid under this Pledge. The Committees further agree to return any funds donated to them by any Third Party Organization that engages in any Advertising within the meaning of this Pledge.
6. The Committees agree that neither they, nor anyone acting on their behalf, shall coordinate with any Third Party Organization on any Advertising for the duration of Rhode Island's 2014 Democratic Gubernatorial Primary

election. In the event that anyone acting on behalf of a Committee coordinates any Advertising with a Third Party Organization, that Committee shall, within three (3) days of discovery of the coordination, the Advertising Buy's cost, duration, and source, pay 100% of the cost of the Advertising Buy to a charity of the Aggrieved Candidate's choice.

7. Subject to Paragraph 6, above, in the event that (a) an organization representing the Republican National Committee (RNC), Republican Governors Association (RGA), the Rhode Island Republican Party, or any other affiliate of the Republican Party, or (b) an organization that has endorsed a Republican candidate for governor of Rhode Island, or (c) an organization whose mission, stated or implied, is to elect Republican or conservative candidates or defeat Democratic or progressive candidates, shall purchase any Advertisements, then the effected Committee shall be exempt from the donation requirements listed in this Pledge.
8. Any dispute between the candidates or their campaigns arising under this Pledge, including a dispute regarding whether the Advertising at issue was clearly intended to implicate this Pledge, shall be adjudicated, fully and finally, by a neutral third-party Referee appointed by the Committees. To initiate proceedings before the Referee, a Committee shall, within three (3) days of discovery of an Advertising Buy's cost, duration, and source (and if relevant under Paragraph 6, coordination), submit to the Referee a formal letter together with evidence of an Advertising Buy's cost, duration, and source (and, if relevant, coordination), and shall simultaneously send, by electronic mail and Federal Express, to the Campaign Managers of each Committee duplicates of all such materials to the addresses listed at the end of this Pledge. Any other Committee may, within five (5) days of receipt of the formal letter, submit to the Referee, with a copy to all other Campaign Managers sent by electronic mail and Federal Express, a written response (together with any supporting evidence). The Referee shall resolve the dispute within two (2) business days from his or her receipt of all submissions, and shall issue the decision to the Campaign Managers by electronic mail and Federal Express. The Committees agree to abide by the Referee's decision within three (3) days of the decision's issuance.
9. The charity referenced in this Pledge shall, in each case, be selected as follows: Each of the Aggrieved Candidates shall submit in writing the name of their chosen charity to the Referee named in accordance with Paragraph 8, above. If necessary, the Referee shall flip a coin to randomly determine which charity will receive the penalty funds.

Penalties for Breach

In the event that a Committee fails to make the charitable donation—or, if relevant, to notify the Referee and other candidates of a bona fide dispute under Paragraph 8, above—within the three day period specified in this Pledge, then the amount of the charitable donation required to be made shall be double the original amount.. If that donation is not made within five days, the amount of the donation required to be made shall increase by 50 percent of the immediately preceding required amount.

The Committees agree to continue to work together to limit the influence of Advertisements sponsored by Third Party Organizations and to close any loopholes (including coverage of sham ads) in this Pledge that become apparent during the course of Rhode Island's 2014 Democratic Primary for Governor.

Signed By:



