

BEFORE THE FEDERAL ELECTION COMMISSION

CAMAPAIN LEGAL CENTER
SOPHIA GONSALVES-BROWN
1101 14th Street NW, Suite 400
Washington, DC 20005

v. MUR No. _____

MA Progress Action
(f/k/a MA Advance Progress)
P.O. Box 26430
Tempe, AZ 85285

COMPLAINT

1. MA Progress Action (“MAPA”), an obscure entity that claims Section 501(c)(4) nonprofit status, recently launched a political ad explicitly criticizing several incumbent U.S. Senators, including Sen. Ed Markey of Massachusetts, who is running for reelection in the 2026 Democratic primary. Because MAPA’s ad, titled “Diagnosis,” expressly advocates against Markey’s federal candidacy, it is an independent expenditure that must be reported as such within 48 hours. MAPA, however, has not filed an independent-expenditure report, as required under the Federal Election Campaign Act (“FECA”), thereby depriving voters of vital real-time information about electoral communications seeking to influence their vote.
2. Moreover, the production and dissemination of the “Diagnosis” ad appears to be MAPA’s only activity and purpose, indicating that the organization meets the legal standard for a “political committee” and has therefore violated FECA by not registering, organizing, and reporting as such.
3. This complaint is filed pursuant to 52 U.S.C. § 30109(a)(1) and is based on information and belief that MAPA has violated FECA, 52 U.S.C. § 30101, *et seq.*¹

¹ 52 U.S.C. § 30109(a)(2) (emphasis added); *see also* 11 C.F.R. § 111.4(a).

FACTS

4. MAPA represents that it is a 501(c)(4) organization based in Boston, MA. However, it does not appear in either the Internal Revenue Service's (IRS) database for tax-exempt organizations, or the ProPublica 990 Explorer, an online tool that compiles tax return filings by tax exempt organizations.² Accordingly, there appears to be no publicly available documentation indicating that MAPA is a bona fide 501(c)(4) nonprofit entity.³ Nor does there appear to be any information about MAPA elsewhere online, aside from news articles referring to the MAPA ad at issue in this complaint.⁴
5. Limited information about MAPA is available on its website, which consists of a single barebones webpage that has almost no content aside from an email address (and a "Contact Us" button that links to it), a link to an April 15, 2026, press release announcing a new ad campaign, and the following text: "*Promoting social welfare through public education and civic engagement focused on transparency, accountability, and effective federal governance.*"⁵
6. MAPA announced in the April 15, 2026, press release linked on its website that it was launching an ad titled "Diagnosis" that "marks the launch of an initial million-dollar

² See IRS, Tax Exempt Organization Search, <https://apps.irs.gov/app/eos/> (last visited Apr. 22, 2026); see also ProPublica, Nonprofit Explorer Search Results for "MA Progress Action," <https://projects.propublica.org/nonprofits/search?q=MA+Progress+Action> (last visited Apr. 22, 2026).

³ The IRS requires tax-exempt organizations to "make available for public inspection certain annual returns and applications for exemption." *Public disclosure and availability of exempt organizations returns and applications: Public disclosure requirements in general*, IRS, <https://www.irs.gov/charities-non-profits/public-disclosure-and-availability-of-exempt-organizations-returns-and-applications-public-disclosure-requirements-in-general> (last viewed Apr. 22, 2026).

⁴ See, e.g., Kelly Garrity, 'Pass the Torch.' *Dark-Money Group, Led by a Moulton Donor, Targets Markey's 50-Year Tenure in Washington*, Boston Globe (Apr. 17, 2026), <https://www.bostonglobe.com/2026/04/17/metro/moulton-markey-nonprofit-dark-money-ad/>.

⁵ MA Progress Action, <https://www.maprogressaction.org/> (last viewed Apr. 22, 2026) (screenshot attached as Ex. A).

effort to elevate public conversations about political longevity, leadership, and accountability in government.”⁶

7. MAPA’s press release describes the “Diagnosis” ad as “delivering a serious message about longevity in Washington” that “calls for generational change.”⁷ The press release indicates that the ad “will run on linear and digital platforms across Massachusetts in the coming weeks.”⁸
8. The press release links to a copy of the ad that MAPA posted on YouTube, and also provides a full transcript of the ad’s voiceover message:

There’s a disease that’s sweeping the nation. It can’t be cured by medicine or exercise. The diagnosis? Chronic Reelection Disorder. CRD affects politicians like Chuck Schumer, Susan Collins, and here in Massachusetts, Senator Ed Markey, who’s been in Washington for half a century. Symptoms include being stuck in the past, losing touch, and not being up for today’s fights. Doctors agree: democracy suffers when politicians won’t pass the torch.⁹

9. The ad visuals accompanying the voiceover, reproduced below, also present explicit criticisms of the “politicians [who] won’t pass the torch,” in reference to Markey (as well as other elected officials). For example, the ad shows three bullet points next to an image of Markey, listing as “symptoms” of “Chronic Re-election Disorder” (the fabricated “disease” from which Markey supposedly suffers): “Stuck in the Past,” “Losing Touch,” and “Refusing to Fight.”¹⁰

⁶ *Press Release: MA Progress Action Launches New Ad “Diagnosis” Highlighting “Chronic Reelection Disorder” Among Longtime Politicians*, MA Progress Action (Apr. 15, 2026), <https://static1.squarespace.com/static/69c6b871adb02927e493bd26/t/69df9d8faa618e0cad2d6ea3/1776262543993/MA+Progress+Action+Release.pdf> (hereinafter, “Press Release”) (attached as Ex. B); MAPA website, *supra* note 5.

⁷ Press Release.

⁸ *Id.*

⁹ *Id.*; see “Diagnosis,” YouTube (Apr. 15, 2026), <https://www.youtube.com/watch?v=6UAUZfUy5bc> (hereinafter, “MAPA ad”).

¹⁰ MAPA ad.



10. The MAPA ad also presents a “doctor” portrayed by an actor, along with the words “Doctors agree. Democracy suffers when politicians won’t pass the torch.”¹¹

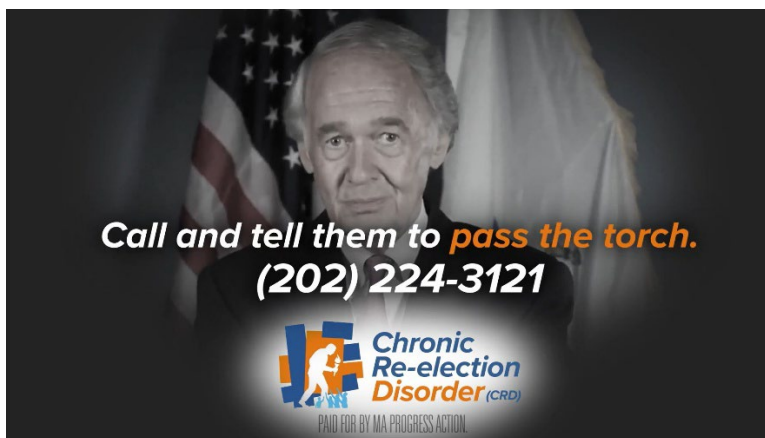


11. Moreover, the ad ends with the words “Call and tell them to pass the torch” and the phone number “(202) 224-3121” over an image of Markey, as well as a stylized logo for the “disease” described throughout the ad, “Chronic Re-election Disorder.”¹² The phone number shown appears to be a general contact number for the U.S. Capitol switchboard.¹³

¹¹ *Id.*

¹² *Id.*

¹³ *Contacting the Senate*, U.S. Senate, <https://www.senate.gov/general/contacting.htm> (“Alternatively, you may phone the United States Capitol switchboard at (202) 224-3121. A switchboard operator will connect you directly with the Senate office you request.”) (last viewed Apr. 21, 2026).



12. MAPA’s press release contains a quote attributed to “Todd Kanter, Board Chair of MA Progress Action.”¹⁴ Kanter is reportedly a “managing director and portfolio manager at Boston-based Silvercrest Asset Management Group.”¹⁵ Kanter has also previously contributed to Rep. Seth Moulton, who represents Massachusetts’s 6th congressional district and is challenging Markey in the September 1, 2026, Democratic primary election for the U.S. Senate in Massachusetts.¹⁶
13. The MAPA ad has already been disseminated online, according to Google ad disclosure data, which indicates that MAPA has spent in excess of \$35,000 on the “Diagnosis” ad—with \$33,500 of that amount focused on Massachusetts—and that the ad has already been viewed several million times online between April 15 and 21, 2026.¹⁷
14. In addition, filings with the Federal Communications Commission (FCC) indicate that the MAPA ad has also been running on at least one television station, WCVB, an ABC

¹⁴ Press Release, *supra* note 6.

¹⁵ Garrity, *supra* note 4.

¹⁶ See, e.g., Seth for Massachusetts, Inc., 2025 Year End Report at 168 (Jan. 31, 2026), <https://docquery.fec.gov/cgi-bin/fecimg/?202601319808590009> (disclosing \$3,500 contribution to Moulton’s 2026 Senate primary campaign); Moulton for Congress, 2023 October Quarterly Report at 45 (Oct. 13, 2023), <https://docquery.fec.gov/cgi-bin/fecimg/?202310139597640856> (disclosing \$3,300 contribution to Moulton’s 2024 congressional campaign).

¹⁷ MA Progress Action, GoogleAds Transparency Center, <https://adstransparency.google.com/advertiser/AR10409683106846998529?region=US&topic=political> (last viewed Apr. 21, 2026).

affiliate based in Needham, MA, starting April 15, 2026.¹⁸ Some of the filings indicate that the advertising sponsor is “MA Advance Progress,” but the document’s description of the ad—“Senator Ed Markey has been in Washington for half a century. Democracy suffers when politicians won’t pass the torch”—quotes from MAPA’s ad verbatim, leaving no doubt that the sponsor is MAPA and the ad in question is, in fact, the “Diagnosis” ad. In addition, a contract with WCVB on file with the FCC indicates that MAPA spent \$40,800 on the ad, purchasing sixteen 30-second ad spots for the “Diagnosis” ad to run during “Good Morning America” and “Newscenter 5 at 6 [pm].”¹⁹

15. Nevertheless, MAPA has not filed a 48-hour independent expenditure report in connection with its spending on the “Diagnosis” ad.²⁰
16. Besides creating and disseminating the “Diagnosis” ad, and maintaining a shell of a website, there is no available evidence that MAPA has engaged in any other activities.

SUMMARY OF THE LAW

17. Under FECA, if the Commission receives a complaint and determines that there is “reason to believe that a person has committed . . . a violation” of the Act, the Commission “shall make an investigation of such alleged violation.”²¹ The reason-to-believe finding is a threshold determination and “does not establish that the law has been violated.”²² The Commission uses the ensuing investigation “to determine whether a

¹⁸ ISSUE (Non-candidate) ADVERTISEMENT AGREEMENT FORM submitted by BlueWest Media (Apr. 13, 2026) (disclosing an accepted request for an ad run from “4/15-4/28/2026”) (attached as Ex. C).

¹⁹ Contract between WCVB-TV and BlueWest Media (attached as Ex. D).

²⁰ See *Search Independent Expenditures* (“MA Progress Action” and “MA Advance Progress”), FEC, https://www.fec.gov/data/independent-expenditures/?data_type=processed&most_recent=true&q_spender=MA+advance+progress&q_spender=MA+progress+action&is_notice=true (last visited Apr. 22, 2026).

²¹ 52 U.S.C. § 30109(a)(2); see 11 C.F.R. § 111.10(a).

²² Statement of Policy Regarding Commission Action in Matters at the Initial Stage in the Enforcement Process, 89 Fed. Reg. 19,729, 19,730 (Mar. 20, 2024), https://www.fec.gov/resources/cms-content/documents/fedreg_notice_2024-08.pdf.

violation in fact occurred and, if so, its exact scope.”²³ Accordingly, the Commission will find reason to believe when the “available evidence” is “sufficient to warrant conducting an investigation, and where the seriousness of the alleged violation warrants” further action.²⁴

Independent Expenditures and “Express Advocacy”

18. An “independent expenditure” is “an expenditure by a person expressly advocating the election or defeat of a clearly identified candidate” that “is not made in concert or cooperation with or at the request or suggestion of such candidate, the candidate’s authorized political committee, or their agents, or a political party committee or its agents.”²⁵
19. Under Commission regulations, a communication is “expressly advocating” if it meets one of two standards.
 - a. Under subsection (a) of the regulation, a communication is “expressly advocating” if it uses so-called “magic words” such as “vote for,” “re-elect,” or “defeat,” or includes “campaign slogan(s) or individual word(s), which in context can have no other reasonable meaning than to urge the election or defeat of one or more clearly identified candidate(s).”²⁶

²³ *Id.*

²⁴ *Id.*

²⁵ 52 U.S.C. § 30101(17); *see* 11 C.F.R. § 100.16. Under FECA, an expenditure includes “any purchase, payment, distribution, loan, advance, deposit, or gift of money or anything of value, made by any person for the purpose of influencing any election for Federal office.” 52 U.S.C. § 30101(9)(A).

²⁶ 11 C.F.R. § 100.22(a).

- b. Under subsection (b) of the regulation, a communication is “expressly advocating” if:

when taken as a whole and with limited reference to external events, such as the proximity to the election, [it] could only be interpreted by a reasonable person as containing advocacy of the election or defeat of one or more clearly identified candidate(s) because (a) The electoral portion of the communication is unmistakable, unambiguous, and suggestive of only one meaning; and (b) Reasonable minds could not differ as to whether it encourages actions to elect or defeat one or more clearly identified candidate(s) or encourages some other kind of action.²⁷

20. The Commission has explained that “[c]ommunications discussing or commenting on a candidate’s character, qualifications, or accomplishments are considered express advocacy under . . . section 100.22(b) if, in context, they have no other reasonable meaning than to encourage actions to elect or defeat the candidate in question.”²⁸
21. Federal courts have consistently reaffirmed the constitutionality of the “express advocacy” standard in section 100.22(b). In *Free Speech v. FEC*, a federal appeals court underscored that Supreme Court jurisprudence explicitly forecloses the position that “express advocacy” must be limited to the “magic words” standard in section 100.22(a), noting that judicial decisions “have upheld the FEC’s approach to defining express advocacy not only in terms of *Buckley*’s ‘magic words’ as recognized in subsection (a), but also their ‘functional equivalent,’ as provided in subsection (b).”²⁹ That decision

²⁷ *Id.* § 100.22(b).

²⁸ Factual and Legal Analysis at 6, MUR 7527 (News for Democracy) (Nov. 15, 2022), https://www.fec.gov/files/legal/murs/7527/7527_13.pdf (“News for Democracy F&LA”) (quoting Express Advocacy; Independent Expenditures; Corporate and Labor Organization Expenditures, 60 Fed. Reg. 35,292, 35,294 (Jul. 6, 1995) (“Express Advocacy E&J”)).

²⁹ *Free Speech v. FEC*, 720 F.3d 788, 794–795 (10th Cir. 2013) (concluding that “[i]n *FEC v. Wisconsin Right to Life, Inc. (WRTL)*, 551 U.S. 449 (2007), the Supreme Court adopted a test for the ‘functional equivalent of express advocacy’ which is consistent with the language set forth in [section 100.22(b), and] . . . closely correlates to the test set forth in subsection [100.22](b)”).

echoed the federal appeals court in *Real Truth About Abortion v. FEC*, which likewise concluded that section 100.22(b)'s functional test for express advocacy was neither unconstitutionally overbroad nor vague, and indeed is consistent with and supported by the Supreme Court's decisions in *Wisconsin Right to Life* and *Citizens United*.³⁰

Independent Expenditure Reporting

22. FECA requires each treasurer of a political committee to file reports of receipts and disbursements with the Commission.³¹
23. Any political committee other than a candidate-authorized committee must periodically report, among other things, the total amount of all disbursements, as well as all disbursements that constitute independent expenditures, for the reporting period and the calendar year.³²
24. When any person makes or contracts to make independent expenditures aggregating \$1,000 or more after the 20th day preceding, but more than 24 hours before, the date of an election, FECA requires that person to file an additional report describing those expenditures within 24 hours.³³ Further, any person that makes or contracts to make independent expenditures aggregating \$10,000 or more outside of that 20-day period, up to and including the 20th day, must file a report describing those expenditures within 48 hours.³⁴ These 24/48-hour reports must contain the same information that committees are

³⁰ *Real Truth About Abortion, Inc. v. FEC*, 681 F.3d 544, 550–553 (4th Cir. 2012) (discussing *Citizens United v. FEC*, 558 U.S. 310 (2010), *FEC v. Wisconsin Right to Life, Inc.*, 551 U.S. 449 (2007)); see also *FEC v. Furgatch*, 807 F.2d 857, 863 (9th Cir. 1987) (“A test *requiring* magic words . . . would . . . eviscerat[e] the Federal Election Campaign Act. ‘Independent’ campaign spenders working on behalf of candidates could remain just beyond the reach of the Act by avoiding certain key words while conveying a message that is unmistakably directed to the election or defeat of a named candidate” (emphasis added)).

³¹ 52 U.S.C. § 30104(a)(1); 11 C.F.R. § 104.1(a).

³² 52 U.S.C. § 30104(b)(4)(h)(iii); 11 C.F.R. § 104.3(b)(1)(vii).

³³ 52 U.S.C. § 30104(g)(1); 11 C.F.R. § 109.10(d).

³⁴ 52 U.S.C. § 30104(g)(2); 11 C.F.R. § 104.4(b)(2).

required to include on their periodic reports, including the identity of any person that receives more than \$200 in connection with an independent expenditure.³⁵

Political Committee Status Test

25. FECA defines the term “political committee” to mean “any committee, club, association, or other group of persons which receives contributions aggregating in excess of \$1,000 during a calendar year or which makes expenditures aggregating in excess of \$1,000 during a calendar year.”³⁶
26. Under FECA, the term “contribution” includes “any gift, subscription, loan, advance, or deposit of money or anything of value made by any person for the purpose of influencing any election for Federal office.”³⁷ Likewise, the term “expenditure” includes any “gift of money or anything of value [] made by any person for the purpose of influencing any election for Federal office.”³⁸
27. In *Buckley v. Valeo*, the Supreme Court construed the term “political committee” to “only encompass organizations that are under the control of a candidate or the major purpose of which is the nomination or election of a candidate.”³⁹
28. Consequently, the FEC applies a two-prong test for “political committee” status, evaluating: (1) whether the entity has received “contributions” or made “expenditures” of

³⁵ 52 U.S.C. § 30104(g)(3)(B), *cross-referencing id.* § 30104(b)(6)(B)(iii); 11 C.F.R. § 104.4(b)-(c), *cross-referencing id.* § 104.3(b)(3)(vii).

³⁶ 52 U.S.C. § 30101(4)(A); *see also* 11 C.F.R. § 100.5(a).

³⁷ 52 U.S.C. § 30101(8)(A)(i); *see also* 11 C.F.R. § 100.52(a).

³⁸ 52 U.S.C. § 30101(9)(A)(i); *see also* 11 C.F.R. § 100.111(a).

³⁹ 424 U.S. 1, 79 (1976). In *FEC v. Massachusetts Citizens for Life*, the Court again invoked the “major purpose” test and noted, in the context of analyzing the activities of a 501(c)(4) group, that if a group’s electoral activities “become so extensive that the organization’s major purpose may be regarded as campaign activity, the corporation would be classified as a political committee.” In that instance, the Court continued, the group would become “subject to the obligations and restrictions applicable to those groups whose primary objective is to influence political campaigns.” 479 U.S. 238, 262 (1986). In *McConnell v. FEC*, the Supreme Court reiterated the “major purpose” test for political committee status as stated in *Buckley*. 540 U.S. 93, 170 n.64 (2003).

more than \$1,000 in a calendar year, and (2) whether its “major purpose” is influencing the “nomination or election of a candidate.”⁴⁰ These prongs are known respectively as the “statutory test” and the “major purpose test.”

29. The major-purpose test is a “fact-intensive analysis of a group’s campaign activities compared to its activities unrelated to campaigns.”⁴¹ In parsing an organization’s major purpose, the Commission examines the organization’s relative spending on campaign versus non-campaign activities, in addition to factors such as statements made to prospective donors, public statements, internal communications, government filings (such as statements on a Form 990 or articles of incorporation), and the lifespan of the organization relative to the election cycle.⁴²

Political Committee Registration, Recordkeeping, and Reporting Requirements

30. Any entity that meets the definition of “political committee” must file a statement of organization with the Commission, comply with certain organizational and recordkeeping requirements, and file periodic disclosure reports of receipts and disbursements.⁴³
31. As referenced above, the disclosure reports required by FECA must provide to the Commission and the public, including complainants, specific information regarding such committee’s financial activities, including the identity of any donor who has contributed

⁴⁰ See Supplemental Explanation and Justification on Political Comm. Status, 72 Fed. Reg. 5595, 5597 (Feb. 7, 2007), <https://www.govinfo.gov/content/pkg/FR-2007-02-07/pdf/E7-1936.pdf> [hereinafter, “PC Status E&J”].

⁴¹ *Id.* at 5601.

⁴² *See id.* at 5605.

⁴³ 52 U.S.C. §§ 30102, 30103(a), 30104(a); *see also* 11 C.F.R. §§ 102.1(d), 102.9, 104.1(a).

more than \$200 to the committee within the calendar year.⁴⁴ Courts have repeatedly recognized the importance of campaign finance disclosure to informing the electorate.⁴⁵

CAUSES OF ACTION

COUNT I: MAPA HAS VIOLATED 52 U.S.C. § 30104 BY FAILING TO REPORT INDEPENDENT EXPENDITURES

32. The available information indicates that MAPA violated its reporting obligations by failing to file a 48-hour report for its independent expenditures (“IEs”).
33. There is reason to believe MAPA triggered the IE-reporting requirements in FECA when it disseminated its “Diagnosis” ad. That ad explicitly referred to Sen. Ed Markey, a candidate for the U.S. Senate in Massachusetts; criticized Markey’s character and fitness to hold public office; explicitly and negatively referenced Markey’s campaign for re-election by accusing Markey of suffering from “chronic re-election disorder”; and, in the context of those explicit references, urged voters to call Markey and other elected officials and “tell them to pass the torch.” Specifically, the MAPA ad shows an image of Markey alongside text asserting that he suffers from “symptoms” of “Chronic Re-election Disorder” that include being “Stuck in the Past,” “Losing Touch,” and “Refusing to Fight.”⁴⁶ The ad also describes Markey’s effort to continue seeking reelection as a “disease” that is bad for our democracy, stating, in obvious reference to Markey’s candidacy, “Doctors agree. Democracy suffers when politicians won’t pass the torch.”⁴⁷

⁴⁴ 52 U.S.C. § 30104(b); *see also* 11 C.F.R. § 104.3.

⁴⁵ *See, e.g., Citizens United v. FEC*, 558 U.S. 310, 369 (2010) (“[T]he public has an interest in knowing who is speaking about a candidate shortly before an election.”); *Stop This Insanity Inc. Emp. Leadership Fund v. FEC*, 761 F.3d 10, 17 (D.C. Cir. 2014); *CREW v. FEC*, 209 F. Supp. 3d 77, 81 (D.D.C. 2016) (“[D]isclosure ‘open[s] the basic process of our federal election[s] to public view,’ . . . by ‘provid[ing] the electorate with information’ concerning the sources and outlets for campaign money” (internal citations omitted)).

⁴⁶ MAPA ad.

⁴⁷ *Id.*

Moreover, the ad concludes by urging voters to “Call and tell them to pass the torch,” in reference not only to Markey but also other long-tenured members of the Senate referenced in the ad, including Senator Collins, who is also seeking re-election this year.⁴⁸

34. Viewed as a whole, the messages contained in the MAPA ad constitute express advocacy under FECA and FEC regulations. Specifically, the MAPA ad meets the express advocacy standard set forth at 11 C.F.R. § 100.22(b), because the ad’s “electoral portion . . . is unmistakable, unambiguous, and suggestive of only one meaning” and “[r]easonable minds could not differ as to whether it encourages actions to elect or defeat one or more clearly identified candidate(s) or encourages some other kind of action.”⁴⁹
35. The MAPA ad satisfies the “electoral portion” requirement because it explicitly refers to Markey as a Senator and to his campaign for “reelection”—*i.e.*, by describing “Senator Ed Markey” as someone “who’s been in Washington for over 50 years,” characterizing his “reelection” effort as a symptom of a “chronic” medical “disorder” and, indeed, purporting to “diagnose” Markey with “chronic reelection disorder,” an unmistakable reference to Markey’s present reelection efforts, which the ad characterizes as a “disease” or “disorder” from which our “democracy suffers[.]” Thus, the MAPA ad’s reference to Markey’s candidacy is “unmistakable, unambiguous, and suggestive of only one meaning.”⁵⁰

⁴⁸ *Id.*

⁴⁹ 11 C.F.R. § 100.22(b).

⁵⁰ *Id.* In a 2022 Statement of Reasons, three Commissioners stated that, in their (non-precedential) view, the “electoral portion” requirement can be satisfied by “a reference to a particular person as a candidate; or a reference to an election.” Statement of Reasons of Chairman Dickerson and Comm’rs Cooksey and Trainor at 7, MUR 7674 (Iowa Values) (May 13, 2022), https://www.fec.gov/files/legal/murs/7674/7674_14.pdf. Even in the view of these Commissioners — who articulated a narrow view of the regulation in their Statement of Reasons — the “Diagnosis” ad contains an unmistakable electoral portion.

36. Moreover, the ad’s commentary leaves no question—*i.e.*, “[r]easonable minds could not differ”—that it is encouraging action to defeat Markey in the 2026 election, rather than “some other kind of action.”⁵¹ MAPA’s ad is clearly “discussing or commenting on” Markey’s “character, qualifications, or accomplishments”⁵² when it calls him “stuck in the past,” and accuses him of “losing touch,” and “refusing to fight.”⁵³ Again, characterizing Markey’s effort to seek reelection as a “disease” or “disorder” for our democracy inherently characterizes his candidacy as harmful, inviting corrective action to defeat him at the polls. And finally, the ad closes with an exhortation to defeat Markey’s reelection efforts by urging the viewer to “Call and tell them to pass the torch.”⁵⁴ Indeed, in the context of the rest of the ad, which purports to diagnose Markey’s reelection effort as a “disease,” and which describes Markey himself as “Stuck in the Past,” “Losing Touch,” and “Refusing to Fight,” the MAPA ad’s combined attacks on Markey and “pass the torch” reference “in context . . . have no other reasonable meaning than to encourage” voters to defeat Markey at the polls, thus curing his “chronic re-election disorder.”⁵⁵
37. As such, because the MAPA ad expressly advocates for the election or defeat of a clearly identified candidate, Markey, MAPA’s spending on the ad constitutes an “independent expenditure” under FECA.⁵⁶
38. Moreover, disclosure documents filed with the FCC, and available online information from Google’s Ad Transparency Center, indicate that MAPA has spent over \$75,000 on

⁵¹ 11 C.F.R. § 100.22(b).

⁵² News for Democracy F&LA at 6 (quoting Express Advocacy E&J).

⁵³ MAPA ad.

⁵⁴ *Id.*

⁵⁵ *Id.*; see News for Democracy F&LA at 6 (quoting Express Advocacy E&J).

⁵⁶ 52 U.S.C. § 30101(17).

the “Diagnosis” ad, which MAPA digitally targeted to Massachusetts voters and aired on at least one Massachusetts TV station.⁵⁷

39. FECA requires that any independent expenditure of \$10,000 or more, made outside of the 20-day window immediately before an election, be disclosed within 48 hours on an independent expenditure report filed with the Commission.⁵⁸
40. MAPA has not filed a 48-hour independent expenditure report in connection with its spending on the ad expressly advocating against Markey.⁵⁹ MAPA’s failure to accurately and timely report its independent expenditures deprives complainants and voters of information about how this dark money group is spending its money, *i.e.*, how much it has spent on ads expressly advocating against one or more federal candidates.
41. Accordingly, there is reason to believe that MAPA violated its independent expenditure reporting obligations under 52 U.S.C. § 30104.

COUNT II:
MAPA HAS VIOLATED 52 U.S.C. § 30102, 30103, AND 30104 BY FAILING TO REGISTER, ORGANIZE, AND REPORT AS A POLITICAL COMMITTEE

42. The available information provides reason to believe MAPA has become a political committee in connection with its spending on the MAPA ad, and thus that it has violated its legal obligations under FECA by failing to register, organize, and report as a political committee.
43. Documents filed with the FCC and ad information available in Google’s Ad Transparency Center indicate that the MAPA ad is already running, at a cost of more than \$75,000.⁶⁰ As discussed in the preceding section, these payments are independent

⁵⁷ See notes 17–19, *supra*.

⁵⁸ 52 U.S.C. § 30104(g)(2); 11 C.F.R. § 104.4(b)(2).

⁵⁹ See note 20, *supra*.

⁶⁰ See notes 17–19, *supra*.

“expenditures” under the Act. Accordingly, it is clear that MAPA has crossed the \$1,000 statutory threshold for political committee status.⁶¹

44. In addition, MAPA appears to have satisfied the “major purpose” test for political committee status.⁶² MAPA appears to have engaged in no activity aside from financing the MAPA ad: it has a barebones website that provides virtually no information about the group or its activities, and it has no other presence online.⁶³ The sole line of text on MAPA’s website states, “*Promoting social welfare through public education and civic engagement focused on transparency, accountability, and effective federal governance.*”⁶⁴ But MAPA’s only apparent activity has been spending over \$75,000 to air a political attack ad against a federal candidate. As such, MAPA’s apparent lip service—in a single statement on its website—to several purported social welfare goals does not and cannot contradict the clear evidence of its “major purpose” of influencing a federal election.
45. Under these circumstances, there is reason to believe MAPA triggered political committee status and therefore must register, organize, and report as a political committee under FECA; its failure to do so constitutes a current and ongoing violation of FECA’s requirements.⁶⁵

⁶¹ See 52 U.S.C. § 30101(4)(A); see also 11 C.F.R. § 100.5(a).

⁶² See PC Status E&J at 5605.

⁶³ See MA Progress Action, <https://www.maprogressaction.org/> (last viewed Apr. 22, 2026).

⁶⁴ *Id.*

⁶⁵ 52 U.S.C. §§ 30102, 30103, and 30104.

PRAYER FOR RELIEF

46. Wherefore, the Commission should find reason to believe that MAPA violated 52 U.S.C. § 30101 *et seq.*, and conduct an immediate investigation under 52 U.S.C. § 30109(a)(2).
47. Further, the Commission should seek appropriate sanctions for any and all violations, including civil penalties sufficient to deter future violations and an injunction prohibiting the respondents from any and all violations in the future, and should seek such additional remedies as are necessary and appropriate to ensure compliance with FECA.

Respectfully submitted,

/s/ Saurav Ghosh
Campaign Legal Center, by
Saurav Ghosh, Esq.
1101 14th Street NW, Suite 400
Washington, DC 20005
(202) 736-2200

/s/ Sophia Gonsalves-Brown
Sophia Gonsalves-Brown
1101 14th Street NW, Suite 400
Washington, DC 20005
(202) 736-2200

Saurav Ghosh, Esq.
Campaign Legal Center
1101 14th Street NW, Suite 400
Washington, DC 20005
Counsel to the Campaign Legal Center,
Roger Wieand

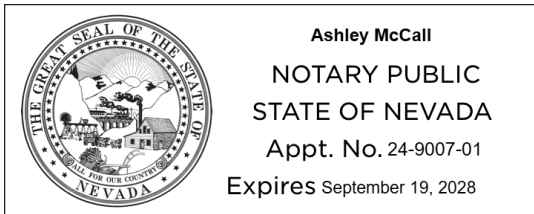
April 23, 2026

VERIFICATION

The complainants listed below hereby verify that the statements made in the attached Complaint are, upon their information and belief, true.

Sworn pursuant to 18 U.S.C. § 1001.

For Complainant Sophia Gonsalves-Brown



Sophia Elizabeth Gonsalves-Brown

Sophia Gonsalves-Brown

Sworn to and subscribed before me this 22ND day of April 2026.

Ashley McCall

Notary Public

Notarized remotely using audio-video communication technology via Proof.

VERIFICATION

The complainants listed below hereby verify that the statements made in the attached Complaint are, upon their information and belief, true.

Sworn pursuant to 18 U.S.C. § 1001.

For Complainant Campaign Legal Center

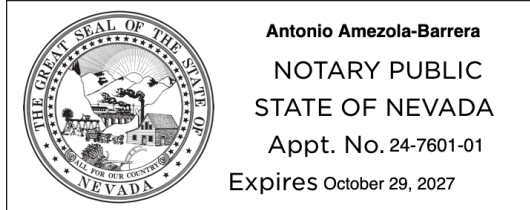
Saurav Ghosh

Saurav Ghosh, Esq.

Sworn to and subscribed before me this 23rd day of April 2026.

Antonio Amezola-Barrera

Notary Public



Notarized remotely using audio-video communication technology via Proof.

EXHIBIT A

MA PROGRESS ACTION

Promoting social welfare through public education and civic engagement focused on transparency, accountability, and effective federal governance

News: MA Progress Action Launches New Ad Campaign

Contact Us

EXHIBIT B

Date: April 15, 2026

Contact: info@maprogressaction.org

MA Progress Action Launches New Ad “Diagnosis” Highlighting “Chronic Reelection Disorder” Among Longtime Politicians

The ad marks the launch of an initial million-dollar effort to elevate public conversations about political longevity, leadership, and accountability in government.

Boston, MA — Today, MA Progress Action, a 501(c)(4) organization, announced the release of a new ad titled “[Diagnosis](#),” a tongue-in-cheek spot that introduces Massachusetts to the satirical condition of “Chronic Reelection Disorder”.

The ad humorously satires the issue as a public health-style diagnosis, while delivering a serious message about longevity in Washington and the calls for generational change. It calls attention to long-serving members of Congress, including Senators Chuck Schumer, Susan Collins, and Ed Markey.

Senator Ed Markey, first elected to Congress in 1976, has spent nearly 50 years in Washington. Of the 535 current members of the House and Senate, only 92-year-old Senator Chuck Grassley has served longer. If re-elected, Markey would become the fourth-longest-serving member of Congress in history, and place him within roughly two years of the all-time record.

“Massachusetts deserves to have a clear understanding of how long our nation’s elected leaders have been in Washington,” **said Todd Kanter, Board Chair of MA Progress Action.** “At a time when there is widespread discontent about career politicians in Washington, there is growing public interest in conversations around generational change in leadership. Our goal with this ad is to educate the public in a way that is engaging, memorable, and grounded in fact, so people can better understand the tenure and effectiveness of their representatives in Washington.”

“Diagnosis” will run on linear and digital platforms across Massachusetts in the coming weeks.

DIAGNOSIS TRANSCRIPTION:

There’s a disease that’s sweeping the nation.

It can’t be cured by medicine or exercise.

The diagnosis? Chronic Reelection Disorder.

CRD affects politicians like Chuck Schumer, Susan Collins, and here in Massachusetts, Senator

Ed Markey, who’s been in Washington for half a century.

Symptoms include being stuck in the past, losing touch, and not being up for today's fights.

Doctors agree: democracy suffers when politicians won't pass the torch.

###

EXHIBIT C

ISSUE (Non-candidate) ADVERTISEMENT AGREEMENT FORM

I, BlueWest Media, hereby request station time as follows: See **Order** for proposed schedule and charges. See **Invoice** for actual schedule and charges.

Check one:

- Ad "communicates a message relating to any political matter of national importance" by referring to (1) a legally qualified candidate for federal office; (2) an election to federal office; (3) a national legislative issue of public importance (e.g., health care legislation, IRS tax code, etc.); or (4) a political issue that is the subject of controversy or discussion at the national level.
- Ad does NOT communicate a message relating to any political matter of national importance (e.g., relates only to a state or local issue).

ALL QUESTIONS/BLOCKS MUST BE COMPLETED

Station time requested by:

Agency name: BlueWest Media

Address: 5130 East 18th Avenue, Denver, CO 80220

Contact: Mary Wittemyer

Phone number: 303-641-4330

Email: info@bluwestmedia.com

Name of advertiser/sponsor (list entity's full legal name as disclosed to the Federal Election Commission [for federal committees] with no acronyms; name must match the sponsorship ID in ad):

Name: MA [Progress Action](#)

Address: PO Box 26430 Tempe, AZ 85285

Contact: Jeremie McCubbin

Phone number: 602-488-2360

Email: jeremie@commoncentsconsulting.net

Station is authorized to announce the time as paid for by such person or entity.

List ALL chief executive officers, members of the executive committee and the board of directors or other governing group(s) of the advertiser/sponsor (Use separate page if necessary.):

Jeremie McCubbin -treasurer

By signing below, advertiser/sponsor represents that those listed above are the only executive officers, members of the executive committee and board of directors or other governing group(s).

If ad refers to a federal candidate(s) or federal election, list ALL of the following:

N/A

Name(s) of every candidate referred to: Susan Collins, Ed Markey

Office(s) sought by such candidate(s) (no acronyms or abbreviations): US Senator

Date of election: 11/3/2026

Clearly identify **EVERY** political matter of national importance referred to in the ad (no acronyms); use separate page if necessary:

N/A

Senator Ed Markey has been in Washington for half a century. Democracy suffers when politicians won't pass the torch.

THIS STATION DOES NOT DISCRIMINATE OR PERMIT DISCRIMINATION ON THE BASIS OF RACE OR ETHNICITY IN THE PLACEMENT OF ADVERTISING.

The advertiser/sponsor agrees to indemnify and hold harmless the station for any damages or liability, including reasonable attorney's fees, which may arise from the broadcast of the above-requested advertisement(s). For the above-requested ad(s), the advertiser/sponsor also agrees to prepare a script, transcript or tape, which will be delivered to the station by the log deadlines outlined in the station's disclosure statement.

Advertiser/Sponsor	Station Representative
Signature: Mary Wittemyer <small>Digitally signed by Mary Wittemyer Date: 2026.04.08 16:32:43 -06'00'</small>	Signature: <i>Scott Tarka</i>
Name: Mary Wittemyer	Name: Scott Tarka
Date of Request to Purchase Ad Time: 4/13/2026	Date of Station Agreement to Sell Time: 4/13/2026

TO BE COMPLETED BY STATION ONLY

Ad submitted to station? Yes No Date ad received: 4/13/2026
VSQMPA260001H

Note: Must have separate PB-19 forms for each version of the ad (i.e., for every ad with differing copy).

If only one officer, executive committee member or director is listed above, station should ask the advertiser/sponsor in writing if there are any other officers, executive committee members or directors, maintain records of inquiry and update this form if additional officers, members or directors are provided.

Disposition:

- Accepted
 Accepted IN PART (e.g., ad not received to determine content)*
 Rejected – provide reason:

*Upload partially accepted form, then promptly upload updated final form when complete.

Date and nature of follow-ups, if any:

4.15.26 revised to change advertiser name

Contract #: 4400171	Station Call Letters: WCVB	Date Received/Requested: 4/13/2026
Est. #: 3340	Station Location: Needham, MA	Run Start and End Dates: 4/15-4/28/2026

For national issue ads only (not required for state/local issue ads):

Upload order, this disclosure form and invoice (or traffic system print-out) or other material reflecting this transaction to the OPIF or use this space to document schedule of time purchased, when spots actually aired, the rates charged and the classes of time purchased (including date, time, class of time and reasons for any make-goods or rebates) or attach separately. If station will not upload the actual times spots aired until an invoice is generated, the name of a contact person who can provide that information immediately should be placed in the "Terms and Disclosures" folder in the OPIF.

EXHIBIT D

CONTRACT



WCVB
5 TV Place
Needham, MA 02494
(781)449-0400

WCVBTV

www.thebostonchannel.com

<u>Contract / Revision</u> 4400171 /		<u>Alt Order #</u> WOC15664977
<u>Advertiser</u> MA Progress Action		<u>Original Date / Revision</u> 04/13/26 / 04/14/26
<u>Contract Dates</u> 04/15/26 - 04/28/26	<u>Estimate #</u> 3340	<u>Ext. Opp. ID</u>
<u>Product</u> Primary		
<u>Billing Cycle</u> EOM/EOC	<u>Billing Calendar</u> Broadcast	<u>Cash/Trade</u> Cash
<u>Property</u> WCVB	<u>Account Executive</u> Scott Tarka	<u>Sales Office</u> Boston
<u>Special Handling</u>		
<u>Demographic</u> Adults 25+		
<u>Agy Code</u> 9917137	<u>Advertiser Code</u> 269	<u>Product 1/2</u> 271
<u>Agency Ref</u>	<u>Advertiser Ref</u> 6144	

And:

BlueWest Media
5130 E 18th Ave
Denver, CO 80220-1318
US

Unless specified on the line levels below, the Class of Time purchased is Non Pre-emptible

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
N 1	WCVB	04/15/26	04/28/26	Good Morning America	658-9a		:30			NM	8	\$12,800.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		04/15/26	04/21/26	11111--				5	\$1,600.00			
Week:		04/22/26	04/28/26	-11-1--				3	\$1,600.00			
N 2	WCVB	04/15/26	04/27/26	Newscenter 5 at 6	6-630p		:30			NM	8	\$28,000.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		04/15/26	04/21/26	1-111--				4	\$3,500.00			
Week:		04/22/26	04/28/26	1-111--				4	\$3,500.00			

Totals 16 \$40,800.00

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
03/30/26 - 04/26/26	14	\$35,700.00	(\$5,355.00)	\$30,345.00
04/27/26 - 04/28/26	2	\$5,100.00	(\$765.00)	\$4,335.00
Totals	16	\$40,800.00	(\$6,120.00)	\$34,680.00

Signature: _____ Date: _____

(* Line Transactions: N = New, E = Edited, D = Deleted)

This contract is subject to the Standard Terms and Conditions for Purchase of Broadcast Advertising, which can be reviewed at the following URL: <https://www.hearst.com/-/hearst-television-broadcast-terms-conditions>

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

Station, and its parent company, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.

EFFECTIVE JULY 1, 2024, HEARST TELEVISION WILL BEGIN CHARGING A 1.5% ADMINISTRATIVE FEE FOR ALL CREDIT CARD TRANSACTIONS PROCESSED BY HEARST TELEVISION STATIONS EXCEPT WHERE PROHIBITED BY LAW. WE NO LONGER ACCEPT DEBIT CARDS.

STANDARD TERMS AND CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity contracting to purchase Advertising on its own behalf ("Advertiser"), or on behalf of the advertiser named on the face of the advertising purchase contract or media order ("Agency"), (collectively known as "Purchaser") and the station accepting this contract ("Station") hereby agree that the advertising purchase contract, or media order, shall be governed by the conditions and terms set forth below.

Advertising shall encompass the purchase of advertising time, sponsorships, program content and/or other services ("Ads") distributed by Station through either a broadcast signal or the retransmission or other distribution of a broadcast signal ("collectively known as "Distribution"). Digital

Advertising will be governed by the Digital Terms and Conditions which can be found at <https://www.hearst.com/-/hearst-television-broadcast-terms-conditions>

and incorporated here.

1. BILLING AND PAYMENTS

(a) Station will, from time to time at intervals following Distribution hereunder, bill Purchaser at the address listed on the purchase contract or media order. Payment shall be made in advance of Distribution unless credit arrangements acceptable to Station have previously been made in writing, in which event payment shall be made no later than 30 days after receipt by Purchaser of Station invoice. Station reserves the right to cancel credit arrangements at any time with or without notice for whatever reason. Purchaser agrees to notify Advertiser of the terms and conditions herein immediately.

(b) Purchaser is acting as agent for a disclosed principal (i.e., the Advertiser named on the purchase contract or media order) and Purchaser (unless otherwise specified in writing) will act as agent for making payment on all invoiced amounts hereunder. This stipulation cannot be amended without prior written authorization from the station. Purchaser and Advertiser shall be jointly liable for the payment of sums due hereunder, but Station agrees to look initially to Purchaser for the payment of sums due hereunder, unless Purchaser fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to Purchaser on all unpaid billings for services rendered including all applicable taxes by Station hereunder (excluding advertising agency commissions). If Station has not received payment from Purchaser within 60 days from the due date of the invoice, Station may consider the invoice to be delinquent and may invoice or contact the Advertiser directly for payment after notifying the Purchaser of its intention. Nothing herein contained relating to the payment of invoiced amounts by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If the purchase contract or media order is with a media buying service, all references herein to Purchaser shall apply to the media buying service.

2. TERMINATION

(a) Unless otherwise specified in writing, either party may terminate a purchase contract or media order, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Purchaser, termination shall not be effective until after two (2) weeks of Distribution hereunder. If Purchaser so terminates this contract, it shall pay Station at the earned rate for all Ads pursuant to the purchase contract or media order through the effective date of termination.

(b) Station may, upon notice to Purchaser, terminate the purchase contract or media order at any time; (i) upon material breach by Purchaser; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Purchaser's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Purchaser's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.

(c) Purchaser may, upon notice to Station, terminate the purchase contract or media order at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual non-cancellable out-of-pocket

costs necessarily incurred by Purchaser in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Purchaser gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.

(d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

3. OMISSION OF DISTRIBUTION

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to distribute any or all of the Ads, announcement(s) or programs to be distributed hereunder, Station shall not be in breach hereof, but Purchaser shall be entitled to an adjustment as follows: (i) if no part of a scheduled Distribution is made, a later Distribution shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted Distribution shall be waived; (ii) if a material part, but not all, of a scheduled is omitted, a later Distribution shall be made at a reasonable substitute date and time. The foregoing shall not deprive Purchaser of the benefit of any discounts which it would have earned hereunder if the Distribution had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to cancel any Ads or portion thereof covered by the purchase contract or media order in order to distribute any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Purchaser of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the Distribution so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Purchaser will not have to pay Station any charges allocable to the canceled Distribution.

5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed Jul 2017

(i.e., not a pre-emptible) rate, and it is so indicated on the face of the contract or media order, Station may preempt at its sole discretion for any reason, provided that for purposes of clarification, notwithstanding anything to the contrary herein, fixed rate time may be preempted to comply with the Communications Act. In the event of preemption or omission, Purchaser shall be accorded another Distribution at a reasonably satisfactory substitute date and time, at no additional charge therefor.

6. PURCHASER MATERIAL

All commercial materials (if so specified on the face of the purchase contract or media order, all program materials, including talent) shall be furnished by Purchaser and delivered to Station at Purchaser's sole cost and expense. Purchaser shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of Distribution. All materials furnished by Purchaser (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Purchaser to edit such materials. Station will not be liable for loss or damage to Purchaser's material or, even if accepted by Station, for communications from others.

If Purchaser requests within 30 days of last Distribution hereunder, Station will, at Purchaser's expense, return Purchaser material to Purchaser. If Purchaser does not so request, Station has the right to dispose of all Purchaser material any time after 60 days following the last Distribution hereunder.

Purchaser and/or Advertiser, represent that the commercial materials provided shall (i) not infringe the copyright, ownership or authorship of any third party; (ii) be free and clear for Distribution without obtaining any further consents or approvals; and (iii) not be defamatory, libelous, pornographic, obscene or otherwise unlawful. In addition, Advertiser shall represent it has a reasonable basis for all claims made within the Ads, possesses appropriate documentation to substantiate such claims, and it has sole right, title, interest or permission to make use of the names, logos and/or trademarks used in the Ads.

Advertiser and Agency, jointly and severally, represent, warrant, and covenant that the advertising supplied to Station, including any music contained therein, is

rights-cleared for exhibition, distribution, performance, and/or retransmission by broadcast television, including on a mobile DTV (ATSC M/H or successor standard) basis, and by any multichannel video programming distributor or any other video delivery system, including, but not limited to, streaming over the Internet or distribution on a TV-Everywhere-type and/or OTT basis, whether on a linear, video-on-demand, start-over, or look-back basis.

7. INDEMNIFICATION

Purchaser hereby represents and warrants to Station that Station and its licensees have the right to distribute the Ads and all commercial materials without infringing or violating the rights of any party or violation of any law, rule or regulation. Purchaser agrees, at its or their own expense, to indemnify, defend and hold harmless Station, its licensees, and its and their parent companies, employees, officers, directors, representatives, agents and affiliates, from and against any and all claims (including but not limited to, claims of trademark or copyright infringement, libel, defamation, false, deceptive or misleading advertising or sales practices), demands, suits, actions, proceedings, damages, losses, costs and expenses (including reasonable attorneys' fees and costs) and other liabilities of any kind whatsoever arising out of or related to (a) the Distribution of any advertisement hereunder, (b) the commercial materials or any matter or thing contained in any Ad, and/or (c) any material of Purchaser in which viewers or users can link through any Ad. Advertiser and Purchaser shall be jointly and severally liable and responsible for fulfilling indemnification obligations hereunder. Purchaser represents and warrants that it has the authority, as agent, to bind Advertiser to these Terms and Conditions and the purchase contract or media order. The provisions of this Paragraph 7 shall survive the expiration or termination of these Terms and Conditions and any purchase contract or media order.

8. CONSEQUENTIAL DAMAGES

STATION SHALL NOT BE LIABLE TO THE ADVERTISER, ITS PURCHASER OR ANY THIRD PARTY UNDER OR IN RELATION TO THESE TERMS OR ANY PURCHASE CONTRACT OR MEDIA ORDER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND OR NATURE, UNDER POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL STATION'S LIABILITY UNDER OR IN RELATION TO THESE ANY THEORY OF LAW OR EQUITY, AND WHETHER OR NOT STATION HAS BEEN ADVISED OF THE TERMS OR ANY INSERTION ORDER EXCEED THE FEES ACTUALLY PAID TO STATION FOR THE ADVERTISEMENT GIVING RISE TO SUCH LIABILITY.

9. GENERAL

- (a) Station will distribute the Ads, announcements and programs covered by the purchase contract or media order on the dates and at the approximate Distribution periods provided on the face hereof.
- (b) The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commercial materials and other property furnished by the Agency in connection with Distributions hereunder. The Station will not accept or process mail, correspondence, or telephone calls in connection with Distribution except after its prior approval.
- (c) Interest charges and reasonable collection fees may be applied to past due amounts at the rate of 1.5 percent per month (or less, the maximum lawful interest rate) beginning on the 61st day.
- (d) Purchaser shall not assign this contract. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for Distributions thereafter. Station is not required to distribute hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
- (e) The purchase contract or media order contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. If there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. For information relating to political advertising, Agency and Advertiser are encouraged to request Station's current political advertising disclosure statement.