

**BEFORE THE FEDERAL ELECTION COMMISSION**

In the Matter of

Sophia Cotzia

MUR 4931

**CONCILIATION AGREEMENT**

This matter was initiated by the Federal Election Commission ("Commission"), pursuant to information ascertained in the normal course of carrying out its supervisory responsibilities. The Commission found reason to believe that Respondent Sophia Cotzia violated 2 U.S.C. § 441f.

NOW, THEREFORE, the Commission and the Respondent, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over the Respondent and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).

II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondent enters voluntarily into this agreement with the Commission.

IV. The pertinent facts in this matter are as follows:

**Actions**

1. Respondent Sophia Cotzia is the Executive Director of the International Coordinating Committee Justice for Cyprus ("PSEKA").

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2. Philip Christopher is the President of PSEKA. Cotzia reports directly to Christopher.

Applicable Law

3. The Federal Election Campaign Act of 1971, as amended (the "Act"), makes it unlawful for any person to make a contribution in the name of another, or for any person to knowingly permit his or her name to be used to make such a contribution. Moreover, no person may knowingly help or assist any person in making a contribution in the name of another. 2 U.S.C. § 441f; 11 C.F.R. § 110.4(b)(1)(iii).

Events Regarding Violations

4. During 1995, PSEKA paid Cotzia \$2,000 per month for her services as Executive Director. Cotzia's salary from PSEKA was her only source of income.
5. On April 10, 1995, Cotzia wrote a check for \$1,000 to Dole for President. At the time Cotzia wrote that check, she had only \$4.96 in her checking account.
6. That same day, Christopher gave Cotzia a check in the amount of \$1,000 to reimburse her for her contribution to Dole for President.
7. On May 31, 1995, Cotzia wrote a check for \$1,000 to the New York Republican Federal Campaign Committee.
8. On or about June 8, 1995, Christopher gave Cotzia a check in the amount of \$1,000 to reimburse her for her contribution to the New York Republican Federal Campaign Committee.

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### Violations

V. Respondent violated 2 U.S.C. § 441f by permitting Philip Christopher to make contributions to Dole for President and the New York Republican Federal Campaign Committee in her name. Respondent will cease and desist from violating 2 U.S.C. § 441f.

VI. Respondent will pay a civil penalty to the Federal Election Commission in the amount of Four Thousand dollars (\$4,000) pursuant to 2 U.S.C. § 437g(a)(5)(B).

VII. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

VIII. This agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire agreement.

IX. Respondent shall have no more than 30 days from the date this agreement becomes effective to comply with and implement the requirements contained in this agreement and to so notify the Commission.

X. Respondent understands that the recipient campaign committees will be requested to disgorge the above-referenced reimbursed contributions to the United States Treasury. Respondent waives any and all claims she may have to the refund or reimbursement of such contributions.

XI. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or

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oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

**FOR THE COMMISSION:**

Lawrence H. Norton  
General Counsel

BY:

*Rhonda J. Vording*  
Rhonda J. Vording  
Associate General Counsel  
for Enforcement

Date

12/13/02

**FOR THE RESPONDENT:**

*Sophia Cotzle*  
Sophia Cotzle

Date

11-6-02