

**FEDERAL ELECTION COMMISSION**

December 8, 2023

**Via Electronic Mail**

Derek H. Ross  
Elections, LLC  
1050 Connecticut Avenue N.W.  
Suite 500  
Washington, D.C. 20036  
[derek.ross@electionlawllc.com](mailto:derek.ross@electionlawllc.com)

MUR 7908  
Marjorie Taylor Greene

Dear Mr. Ross:

On December 6, 2023, the Federal Election Commission accepted the signed conciliation agreement submitted on behalf of your client, Marjorie Taylor Greene, in settlement of a violation of 52 U.S.C. § 30125(e)(1)(A) and 11 C.F.R. § 300.6, provisions of the Federal Election Campaign Act of 1971, as amended and Commission regulations. The Commission also voted to close the file.

Documents related to the case will be placed on the public record within 30 days. *See* Disclosure of Certain Documents in Enforcement and Other Matters, 81 Fed. Reg. 50,702 (Aug. 2, 2016). Information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. *See* 52 U.S.C. § 30109(a)(4)(B).

Enclosed, you will find a copy of the fully executed conciliation agreement for your files. Please note that the civil penalty is due within 30 days of the conciliation agreement's effective date. If you have any questions, please contact me at (202) 746-8546.

Sincerely,

*Kimberly D. Hart*  
Kimberly D. Hart  
Attorney

Attachment  
Conciliation Agreement

**BEFORE THE FEDERAL ELECTION COMMISSION**

In the Matter of )  
 ) MUR 7908  
 Marjorie Taylor Greene )  
 )

**CONCILIATION AGREEMENT**

This matter was initiated by a signed, sworn, and notarized complaint filed with the Federal Election Commission (the “Commission”). The Commission found reason to believe that Marjorie Taylor Greene (“Respondent”) violated 52 U.S.C. § 30125(e)(1)(A) of the Federal Election Campaign Act of 1971, as amended (the “Act”), and 11 C.F.R. § 300.61 of the Commission’s regulations.

NOW, THEREFORE, the Commission and 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 Respondent and the subject matter of this proceeding, and this Agreement has the effect of an agreement entered pursuant to 52 U.S.C. § 30109(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:
  1. Marjorie Taylor Greene was a first-time candidate for the U.S. House of Representatives from Georgia in 2020. On November 3, 2020, she won election as the U.S. Representative from Georgia’s 14th Congressional District.

2. Stop Socialism Now PAC is an independent expenditure-only political committee (“IEOPC”) registered with the Commission.

3. Greene appeared in a digital advertisement posted by Stop Socialism Now on its Facebook page on December 3, 2020 (the “Advertisement”). Greene speaks and appears on screen for approximately 47 seconds out of the Advertisement’s 60-second runtime. The remaining 13 seconds — the first three seconds and the final ten seconds — of the Advertisement feature a narrator’s voiceover and on-screen text.

4. The Advertisement opens with a narrator stating that “Stop Socialism Now PAC paid for this ad[vertisement] and is solely responsible for its content” against the backdrop of on-screen text “STOP SOCIALISM NOW” and a boxed text disclaimer “PAID FOR BY STOP SOCIALISM NOW PAC. NOT AUTHORIZED BY ANY CANDIDATE OR CANDIDATE COMMITTEE.” Greene then appears on screen, identifies herself by name, and says:

Imagine. Biden and Harris in the White House. Pelosi is Speaker. And Schumer runs the Senate. All because Georgia lost our two Senate runoff seats to Democrats Jon Ossoff and Raphael Warnock. First off, Democrats will end the filibuster so no one can stop them. Then they’ll add new Democrat states. They’ll pack the Supreme Court. They’ll take away our guns. Then they’ll add their open borders, Green New Deal, pro-abortion, socialist agenda. Stop Socialism Now PAC is fighting back, not quitting, by exposing Ossoff’s and Warnock’s radical agenda. Stop Socialism Now PAC will stop Ossoff and Warnock from stealing our Senate seats. It’s time to fight back now, before it’s too late.

The Advertisement then cuts away from Greene and a narrator asks the viewer to “help save America and stop socialism. Make a contribution today to Stop Socialism Now PAC, because if Democrats win in Georgia, it’s all over for America.” Accompanying on-screen text reads

“SAVE AMERICA” and “STOP SOCIALISM” before encouraging the audience to “DONATE NOW” and to “STOP SOCIALISM NOW.”

5. In the final seven seconds of the Advertisement, on-screen text includes a link directing to KeepGeorgiaRed.us (the “Donation Web Page”). An archived version of that web address redirects to a web page hosted by Anedot — an online fundraising platform — that states that the viewer should “[r]ush [their] emergency donation of \$5,000, \$2,500, \$1,000, \$500, \$100, \$50, or even as little as \$10 right away” and states that “[w]e must re-elect Senators Kelly Loeffler and David Perdue and KEEP GEORGIA RED!” Beneath the donation form and “Donate” button, the Donation Web Page includes smaller print stating the donor certifies certain information by clicking “Donate”: that the donor is 18 years of age and is a U.S. citizen or lawful permanent resident, the donation is not made on the credit or debit card of another, the donor will not be reimbursed for the contribution, and the donation is not made from funds of a federal contractor. The smaller print also states that contributions to Stop Socialism Now are not tax deductible, that Stop Socialism Now is independent and does not make contributions to or coordinate with candidates or political parties, and that by virtue of Stop Socialism Now’s status as an IEOPC registered with the Commission, it “may accept unlimited contributions from individuals, corporations, PACs, unions and trade associations.”

6. Stop Socialism Now posted the Advertisement on YouTube on December 12, 2020. Stop Socialism Now tweeted the Advertisement on Twitter on December 26, 2020. The text captions accompanying Stop Socialism Now’s posts of the Advertisement on Facebook, YouTube, and Twitter all contain slightly revised and/or truncated versions of Greene’s statements in the Advertisement.

7. Greene’s official Facebook page, which is administered by Greene for Congress, shared Stop Socialism Now’s Facebook post of the Advertisement on December 8, 2020 — five days after Stop Socialism Now originally posted the Advertisement on Facebook. Greene retweeted Stop Socialism Now’s tweet of the Advertisement on or about December 27, 2020 — one day after Stop Socialism Now originally tweeted it. Greene’s Facebook share and retweet both include the full Advertisement as well as the captions, repeating truncated versions of her statements, as originally appearing in Stop Socialism Now’s Facebook post and tweet. Greene’s Facebook share adds the following text caption: “SAVE AMERICA. STOP SOCIALISM. DEFEAT THE DEMOCRATS!” signed with Greene’s initials “-- MTG.” The statements by the Advertisement’s narrator are not transcribed in the text of Stop Socialism Now’s Facebook post or tweet, and therefore not in Greene’s Facebook share or retweet, but the Advertisement itself is included in full, which contains the narrator’s request that the viewer “help save America and stop socialism. Make a contribution today to Stop Socialism Now PAC, because if Democrats win in Georgia, it’s all over for America,” and the on-screen text “DONATE NOW.”

8. The Act prohibits federal candidates and officeholders, their agents, and entities directly or indirectly established, financed, maintained, or controlled by or acting on behalf of federal candidates and officeholders, from soliciting funds in connection with a federal election “unless the funds are subject to the limitations, prohibitions, and reporting requirements of the Act.” 52 U.S.C. § 30125(e)(1)(A); 11 C.F.R. §§ 300.60, 300.61.

9. The Act limits contributions to non-authorized, non-party committees to \$5,000 in any calendar year. 52 U.S.C. § 30116(a)(1)(C). Although an IEOPC may accept contributions from corporations and individuals without regard to that \$5,000 limitation, federal

officeholders and candidates may only solicit up to \$5,000 from permissible sources on behalf of such a committee. *SpeechNow.org v. FEC*, 599 F.3d 686, 696 (D.C. Cir. 2010) (*en banc*); Advisory Opinion 2010-11 at 2-3 (Commonsense Ten); Advisory Opinion 2011-12 at 3 (Majority PAC, *et al.*).

10. Through regulation, the Commission has defined “to solicit” broadly to mean “to ask, request, or recommend, explicitly or implicitly, that another person make a contribution, donation, transfer of funds, or otherwise provide anything of value.” 11 C.F.R. § 300.2(m). The regulation further provides that a “solicitation” is “an oral or written communication that, construed as reasonably understood in the context in which it is made, contains a clear message asking, requesting, or recommending that another person make a contribution” and “may be made directly or indirectly” but “does not include mere statements of political support.” *Id.* The context of the solicitation “includes the conduct of persons involved in the communication.” *Id.*

11. The standard for determining whether a communication is a solicitation is objective and does not turn on the subjective interpretations of the person making the communication or its recipients. 11 C.F.R. § 300.2(m). This objective standard “hinges on whether the recipient should have reasonably understood that a solicitation was made.” Definitions of “Solicit” and “Direct,” 71 Fed. Reg. 13,926, 13,929 (Mar. 20, 2006).

12. Commission regulations provide that the following types of communications constitute solicitations: (i) communications that “provide[] a method of making a contribution or donation, regardless of the communication,” including but not limited to “providing a separate card, envelope, or reply device that contains an address to which funds may be sent”; (ii) communications that “provide[] instructions on how or where to send

contributions or donations, including providing a phone number specifically dedicated to facilitating the making of contributions or donations”; and (iii) communications that “identif[y] a Web address where the Web page displayed is specifically dedicated to facilitating the making of a contribution or donation or automatically redirects the Internet user to such a page, or exclusively displays a link to such a page.” 11 C.F.R. § 300.2(m)(1)(i)-(iii).

13. Respondent solicited non-federal funds to Stop Socialism Now PAC in her Facebook share and retweet of the Advertisement, which includes requests for contributions through on-screen text (“DONATE NOW”), a web address for the Donation Web Page, and the narrator’s statement to “make a contribution today.”

14. Respondent contends that she was given insufficient legal advice (not by undersigned counsel) and did not intend to violate the Act.

V. Respondent violated 52 U.S.C. § 30125(e)(1)(A) and 11 C.F.R. § 300.61 by soliciting non-federal funds.

VI. Respondent will take the following actions:

1. Respondent will pay a civil penalty to the Commission in the amount of Twelve Thousand Dollars (\$12,000) pursuant to 52 U.S.C. § 30109(a)(5)(A).

2. Respondent will cease and desist from violating 52 U.S.C. § 30125(e)(1)(A) and 11 C.F.R. § 300.61.

VII. The Commission, on request of anyone filing a complaint under 52 U.S.C. § 30109(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 thirty (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. This Agreement constitutes the entire agreement between the parties on the matter raised herein, and no other statement, promise, or agreement, either written or 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:


Lisa J. Stevenson  
Acting General Counsel

BY: **Charles Kitcher**  
Charles Kitcher  
Associate General Counsel for Enforcement

Digitally signed  
by Charles Kitcher  
Date: 2023.12.07  
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12/7/23  
Date

FOR THE RESPONDENT:

  
Derek H. Ross, Esq.  
Counsel for Respondent

9-20-23  
Date