

September [REDACTED], 2026

VIA EMAIL

[REDACTED]

Re: Take Down Notice – Defamatory Political Advertisement

Dear [REDACTED]:

We are writing you on behalf of Michael Lee, concerning a defamatory advertisement that you are currently publishing regarding him. We demand that you immediately cease such tortious conduct.

The slanderous advertisement, created by Majority Rising NC, makes false accusations about Senator Lee.¹ Among the false claims, the advertisement states that, after Chemours “dumped forever chemicals directly into North Carolina’s Cape Fear River, ... Senator Michael Lee had a chance to help. Instead, he sided with corporate polluters and their lobbyists. And just this year, he wrote a water safety bill that doesn’t make polluters pay a dime for the clean up. That’s just wrong. Call Senator Lee and tell him to make polluters pay to clean up their mess.”

These statements are false. Senator Lee has fought to hold Chemours accountable for its actions and has advocated to protect North Carolina’s water supply from forever chemicals.

Regarding the accusation that Senator Lee “sided with corporate polluters and their lobbyists,” the advertisement cites Senate Bill 99 from 2018. The relevant portions of that legislation, however, did anything but “side” with polluters. The legislation² did the following:

- Empowered the Governor to unilaterally **shutdown facilities** that were unlawfully discharging forever chemicals (Section 13.1.(a)).
- Empowered the Secretary of the Department of Environmental Quality to compel anybody who unlawfully discharged forever chemicals **to pay for a replacement water supply** for those affected (Section 13.1.(c)).
- Provided funding for local water suppliers to **mitigate and test for PFAS** in drinking water (Section 13.1.(d), (e)).

¹ Available at <https://host2.adimpact.com/admo/viewer/6415004b-b208-4fe0-9ea4-dfa261790a81>.

² See N.C. Session Law 2018-5, § 13.

- Funded the North Carolina Policy Collaboratory to harness the expertise at North Carolina’s public and private universities **to study forever chemicals and test for their presence** in North Carolina’s water supply (Section 13.1.(f)–(k)).

The advertisement also accuses Senator Lee of not making “polluters pay a dime for the clean up” and points to Senate Bill 1043 from 2026. That statement is equally distorted. The cited bill had nothing to do with the “clean up” costs of forever chemicals. The proposed legislation provided funding for the **detections and reduction of pollutants** in the water supply and additional research on forever chemicals.³ The bill also would have established maximum contaminant levels of forever chemicals in drinking water and required DEQ to establish discharge restrictions for forever chemicals.⁴

The reason Senate Bill 1043 didn’t address the recoupment of “clean up” costs is because those recoupment efforts have been well underway since 2019. In February 2019, DEQ entered into a consent order with Chemours, and Chemours has already spent nearly **\$1.2 billion** to comply with that order.⁵ And just this month, Chemours and the Department of Justice reached a settlement agreement that requires Chemours to pay an additional **\$590 million** as payment for the damaged caused in North Carolina.⁶ For the advertisement to say that Chemours hasn’t had “to pay a dime for the clean up” is widely untrue.

In total, the advertisement grossly lies about Senator Lee’s actions as legislator, accusing Senator Lee of doing nothing when he “had a chance to help.” The ad claims Senator Lee was sympathetic to Chemours—yet the very legislation cited in the ad plainly shows he worked to hold polluters responsible and to protect the public from the harm caused. The ad also falsely portrays Mr. Lee as being apathetic to Chemours paying for its misconduct—and it does so by deceptively omitting that the State had already forced Chemours to pay over a billion dollars for its misdeeds.

North Carolina law zealously protects an individual’s professional reputation from being damaged by false and defamatory accusations. A claim for defamation *per se* requires a plaintiff to prove that it was more likely than not that (1) the defendant spoke defamatory words that tended to impeach the plaintiff in his profession or otherwise subject him to disgrace, ridicule or contempt, (2) the statement was false, and (3) the statement was published. *Boyce & Isley, PLLC v. Cooper*, 153 N.C. App. 25, 29 (2003). Say that Senator Lee “sided” with Chemours and allowed the company to escape any financial liability is a deliberately false impeachment of his professional actions as an elected official.

[If a TV station:] As you know, the advertisement was created and paid for by Majority Rising NC. Majority Rising NC is not a candidate. Thus, while 47 U.S.C. § 315(a) affords TV stations immunity for broadcasting the advertisements of a “legally qualified candidate,” *Farmers Educ. & Coop. Union of Am. v. WDAY*, 360 U.S. 525, 535 (1959), that immunity does not extend to the

³ Senate Bill 1043, §§ 1-4, 8-11.

⁴ Senate Bill 1043, §§ 5-6.

⁵ <https://ncdoj.gov/attorney-general-jeff-jackson-secures-nearly-600m-from-dupont-chemours-in-largest-state-environmental-damages-recovery/>

⁶ <https://ncdoj.gov/attorney-general-jeff-jackson-secures-nearly-600m-from-dupont-chemours-in-largest-state-environmental-damages-recovery/>

advertisements of a non-candidate entity like Majority Rising NC. Your station is liable for publishing the defamatory advertisement.

Moreover, the First Amendment gives you only limited protection for defamatory statements about someone seeking public office: you are liable for defamatory statements so long as you knew or should have known that the statements were false. Based on the facts as presented in this letter, a jury will easily conclude that you knew or should have known that you are continuing to publish false and defamatory statements.

Mr. Lee demands that you immediately discontinue the publication of the false and defamatory statements contained in Majority Rising NC's advertisement. This letter is also formal notice to you that any communications and evidence related to the advertisement should be preserved for future production in discovery.

Sincerely,



Craig D. Schauer