

June 5, 2014

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Shannon Dunavent
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Re: Breach of Contract with A Voice for Men

Dear Ms. Dunavent,

The firm represents Paul Elam in connection with his blog, A Voice for Men (“AVfM”), which has made extensive plans to conduct its First Annual Conference on Men’s Issues (the “Event”) at your hotel, the Detroit Doubletree Downtown Hotel (the “Hotel”), on June 26-28, 2014. On or about March 5, 2014, Mr. Elam and AVfM entered into a valid and binding contract with the Hotel to host the event. In reliance upon that contract, a copy of which is attached hereto for your convenience, Mr. Elam and AVfM have expended a great deal in the way of funds, time, and effort to plan and promote the Event. Moreover, approximately 150 rooms at the Hotel have been booked for those dates by the Event’s organizers, speakers, and attendees.

Mr. Elam informs us that, during the week of May 26, 2014, approximately one month before the Event, you contacted him via registered mail, intending to invoke the security clause, contained in Paragraph 8 of your contract with AVfM. Specifically, the Hotel informed Mr. Elam and AVfM that it would be requiring them to hire the Police Department for the City of Detroit to provide security for the Event. This requirement went far beyond the terms of the contract, which only required AVfM to retain “security personnel supplied by a reputable licensed guard or security agency” and to obtain Hotel approval.

The Hotel claimed that the Police Department was necessary to provide security because it had been receiving increasingly escalating threats of violence against its employees by persons opposed to the Event and who objected to the Event being held at the Hotel. Strangely, no one at the Hotel reported these threats to law enforcement, even though you claim that they had spiraled to the point where people opposed to the Event were

threatening your employees and your guests with death. Moreover, you have not supplied Mr. Elam and AVfM with examples of any genuine threats to the Hotel, its guests, AVfM, or convention attendees. While AVfM has located posts

from individuals on social media that contemplate picketing the Event, none of those posts contain anything approaching a credible threat of violence.

Overlooking the Hotel's failure to alert law enforcement, Mr. Elam and AVfM have acceded to your security demands and negotiated security terms with the Police Department for the City of Detroit to provide security at the Event. You additionally required AVfM to secure a \$2,000,000.00 aggregate commercial liability policy for the Hotel. Again, AVfM did so and requested that the Hotel review the policy, seeking assurances that the policy met with the Hotel's approval. The Hotel did not respond.

The Detroit Police Department subsequently instructed AVfM to acquire a separate insurance policy that went far beyond any insurance typically required for event planning and which is likely impossible to comply with. At that point, AVfM again contacted the Hotel requesting approval of the first liability policy. The Hotel refused to respond and has essentially terminated all communication with AVfM, Mr. Elam, and the other Event organizers.

At about this time, AVfM began to get inquiries from the media regarding why the Hotel believed there was such an alarming threat of violence surrounding the Event, why the Hotel was invoking the security clause in the contract, and why the Hotel required AVfM to hire the Detroit Police Department as security for the Event. Notably, during this media firestorm, a spokesperson for the Detroit Police Department confirmed in multiple media sources that the Hotel had not filed a single police report regarding any of the alleged threats of violence surrounding the Event.

All the facts available to AVfM suggest that the media attention the Event has received in the Detroit press has been manufactured by the Hotel (or perhaps by you), particularly given that the Hotel has not alerted the authorities to the existence of even one threat levied by persons in opposition to the Event. Mr. Elam and AVfM believe that the Hotel has simply decided that it does not want to host the Event and manufactured a reason not to.

Given that the Event is scheduled to occur in approximately 3 weeks, it is now too late for Mr. Elam and AVfM to arrange for a replacement venue. At this point, if the Event is not held at the Hotel, it is not going to occur. You can understand the consternation this causes our clients. As stated, they have spent a great deal of time and money in organizing and planning the Event. They have additionally paid for the Event's guest speakers to travel to Detroit and to stay at the Hotel. Moreover, many regular readers of the AVfM blog are traveling to attend the Event (and to stay at the Hotel) based upon the goodwill that Mr. Elam and AVfM have established through years of operating the blog and building the trust of its readers.

AVfM maintains that the Hotel is currently in breach of the March 5, 2014 contract. If the Hotel maintains its position of sabotaging the Event and forbidding it from taking place, our clients intend to hold the Hotel liable for all of the damages they suffer. Many of these damages are quantifiable. As it currently stands, AVfM estimates its calculable money damages as follows:

- Ticket refunds to attendees: \$32,000 and counting;
- Air travel for Event speakers: \$23,000;
- AV equipment, purchase and rental: \$12,000;
- Organizational time and expense: \$50,000;
- Insurance: \$1,500;
- Catering deposit: \$250;
- Advertising: \$2,000; and
- Press releases: \$1,400.
- **Total: \$122,150.00.**

Of course, Mr. Elam and AVfM continue to identify additional monetary damages on a daily basis, so the numbers above are merely a preliminary estimate and will undoubtedly increase. Moreover, the reputational loss and loss of reader goodwill that Mr. Elam and AVfM stand to lose due to the Hotel's arbitrary decision to forbid the Event is currently not quantifiable. However, should it become necessary for Mr. Elam and AVfM to take action against the Hotel in a court of law, those losses, along with the verifiable monetary damages, will certainly be included in their request for relief.

On top of the manufactured security issues, the Hotel has additionally breached the contract by misrepresenting the seating capacity of the space where the Event is to occur. Specifically, the Hotel represented that the Terrace Room would hold between 275 and 300 attendees in a theater-style seating arrangement.¹ However, when AVfM prepared the seating chart for the Event, it discovered that the Terrace Room would only hold approximately 200 people.

The Hotel acknowledged the misrepresentation and offered AVfM a complimentary secondary room that could seat approximately 66 people if AVfM could arrange for

¹ In fact, the Hotel's website advertises online that the Terrace Room holds 300 people. (*See* <doubletree3.hilton.com/en/hotels/Michigan/doubletree-suites-by-hilton-hotel-detroit-downtown-fort-shelby-DTTLFDT/event/roomcharts.html>.)

equipment to transmit a video and audio feed of the Event to the secondary room. Despite the Hotel's attempt to fix its admitted mistake, AVfM still lost revenue, as it could not sell Event tickets to the secondary room for full price. If legal intervention is required, Mr. Elam and AVfM will request that the Hotel compensate for these damages as well.

That said, Mr. Elam and AVfM sincerely hope that legal action is not necessary. The Event is still approximately 3 weeks away, and our clients hope that the Hotel reconsiders its decision to arbitrarily invoke the security clause of the contract. The Hotel is still able to permit the Event to occur, and Mr. Elam and AVfM still desire to conduct the Event there. If the Hotel stands its current ground, however, our clients will have no choice but to seek remedies in a court of law.

Thank you in advance for your time and attention to this matter. We welcome the ability to discuss the contents of this correspondence and the Hotel's position regarding the Event with you or your counsel.

Best regards,

A handwritten signature in blue ink, reading "Marc J. Randazza". The signature is fluid and cursive, with a long horizontal line extending to the right.

Marc J. Randazza