



May 13, 2024

Troy Carver, General Manager
Sonesta Nashville Airport
600 Marriott Drive
Nashville, TN 37214

Sent via first class U.S. mail and email: [REDACTED]

Re: Unlawful Religious Discrimination in a Place of Public Accommodation

Dear Mr. Carver:

First Liberty Institute is the nation’s largest law firm dedicated exclusively to defending and restoring religious liberty for all Americans. We represent HaYovel, Inc., in this matter. The Sonesta Nashville Airport hotel (the “Sonesta”) breached its contractual obligation to provide HaYovel with facilities, services, and hotel rooms for a conference scheduled for May 20-22, 2024. This violates the terms of the contract between the Sonesta and HaYovel executed January 31, 2024 (the “Contract”), and is unlawful religious discrimination in a place of public accommodation in violation of Title II of the Civil Rights Act of 1964, 42 U.S.C. § 2000a, and the Tennessee Human Rights Act, Tenn. Code Ann. § 4-21-501 (the “THRA”). HaYovel respectfully requests you fulfill your contractual obligations as agreed and provide HaYovel express written affirmation that you will do so. Failure to provide the written affirmation and fulfill the Contract may result in legal action against the Sonesta and all other responsible parties.

HaYovel is a faith-based, Christian ministry that brings volunteers from all over the world to Israel to aid Israeli grape farmers in planting, pruning and harvesting their vineyards. It is HaYovel’s religious belief that God promised the land of Israel to the Jewish people, that the Jewish people have a right to sovereignty over the entire land of Israel, that God is in the process of restoring Israel to the Jewish people today, and that their efforts to help Israeli grape farmers aid God in doing so. HaYovel has organized and is sponsoring The Israel Summit, its first annual conference of pro-Israel supporters who unconditionally support Israel’s right to be sovereign in the entirety of the land of Israel. The Summit, scheduled per the Contract for May 20-22, 2024, at the Sonesta, includes guest speakers from Israel and elsewhere, education on fighting anti-semitism, and various events.

On or about May 10, the Sonesta contacted HaYovel and claimed it received “threats” regarding HaYovel and the Summit. Presumably these threats were anti-semitic and anti-Israel in nature and in line with the hateful rhetoric currently seen on some of America’s college campuses. With these alleged threats as your sole justification, and with less than 10 days before the event, you invoked the “force majeure” clause of the Contract and cancelled the Summit, refusing to fulfill your contractual obligations to HaYovel.

The Contract's force majeure clause is as follows:

If an act of God, war, terrorist act, government regulation, riot, disaster, fire or other casualty, power interruption or failure, strike or other labor action, or any other circumstance or condition beyond a party's reasonable control makes it illegal, impossible or commercially impracticable for such party to perform its obligation under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.

“In construing any provision of a contract, [a] Court's goal is to ‘give effect to the intent of the contracting parties.’” *Avantax Wealth Mgmt., Inc. v. Marriott Hotel Servs., Inc.*, No. 3:21-CV-00810, 2023 WL 6276727, at *9 (M.D. Tenn. Sept. 26, 2023) (quoting *Individual Healthcare Specialists, Inc. v. BlueCross BlueShield of Tennessee, Inc.*, 566 S.W.3d 671, 688 (Tenn. 2019)). Your “reading of the force majeure provision does not reflect the parties’ intent, which was that the [Sonesta] would host the event described in the [Contract]. A more reasonable reading of the provision – one that gives effect to the parties’ intent as reflected in the [Contract] as a whole – is that the force majeure provision is applicable if circumstances beyond either parties’ reasonable control make it illegal or impossible [or commercially impracticable] to provide or use the [Sonesta’s] facilities as contemplated in the [Contract].” *Avantax*, 2023 WL 6276727 at *9.

There are no such circumstances here. Under the terms of the Contract, “Tennessee law governs the [C]ontract, and Tennessee contract law requires courts to construe the language of a contract in ‘its plain, ordinary, or popular sense.’” *DR Ent., LLC v. Blue Moon Ent., LLC*, No. 3:21-CV-817, 2022 WL 2981425, at *4 (M.D. Tenn. June 29, 2022), *report and recommendation adopted*, No. 3:21-CV-00817, 2022 WL 2975307 (M.D. Tenn. July 27, 2022) (quoting *Bob Pearsall Motors, Inc. v. Regal Chrysler-Plymouth, Inc.*, 521 S.W.2d 578, 580 (Tenn. 1975)). The force majeure clause includes no provision to cancel the Summit due to alleged and unsubstantiated safety threats. There certainly is no indication that it is now “illegal, impossible, or commercially impracticable” for you to fulfill the Contract. In short, the “plain, ordinary, or popular sense” of the Contract’s language shows that the Sonesta has breached the Contract and is liable to HaYovel for all damages it incurs and other legal remedies to which it is due.

Your liability does not end there. The baselessness of your invocation of force majeure to breach the Contract bears the unmistakable and distinctly unpleasant odor of pretext for religious discrimination. Doubtless the threats or complaints you received were due to disagreement with HaYovel’s religious beliefs concerning Israel and the Jewish people. Whether your cancellation of the Summit was carried out due to your own hostility toward HaYovel’s beliefs or serve as a heckler’s veto for others, the result is the same. You have denied HaYovel a public accommodation due to its religious beliefs. That is unlawful religious discrimination under Title II of the Civil Rights Act of 1964, 42 U.S.C. § 2000a, and the THRA.

Under Title II and the THRA, the Sonesta is a place of public accommodation. *See* 42 U.S.C. § 2000a(b)(3) (“Each of the following establishments which serves the public is a place of public accommodation within the meaning of this subchapter . . . : any motion picture house, theater, concert hall, sports arena, stadium or other place of exhibition or entertainment”); *Phillips*

v. Interstate Hotels Corp. No. L07, 974 S.W.2d 680, 683 (Tenn. 1998) (finding “it is clear that the legislature intended the THRA to be coextensive with federal law”). Title II mandates that “[a]ll persons shall be entitled to the full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations of *any place of public accommodation*, as defined in this section, without discrimination or segregation on the ground of race, color, *religion*, or national origin.” 42 U.S.C. § 2000a(a) (emphases added). It is, therefore, a direct violation of federal and state law to “withhold, deny, or attempt to withhold or deny, or deprive or attempt to deprive any person of any right or privilege secured by [Title II].” 42 U.S.C. § 2000a-2.

The Sonesta – a place of public accommodation – refuses to provide contracted facilities and services to HaYovel because of its religious beliefs. In doing so the Sonesta violated and continues to violate Title II and the THRA. This renders the Sonesta liable to the full range of legal actions and penalties available under Title II and the THRA, to include among others payment of HaYovel’s attorney’s fees and intervention by the Tennessee Office of the Attorney General. 42 U.S.C. § 2000a-3(a); 42 U.S.C. § 2000a-3(b).

HaYovel is confident this matter can be resolved without resort to legal action. It asks only that the Sonesta comply with the law – and, frankly, common decency – and fulfill its contractual obligations as it agreed to do. This is a time sensitive matter. By noon on May 14, 2024, please provide me your written assurance that you will provide the contracted facilities and services to HaYovel for the Summit. If I do not receive the written assurance by that time I will proceed as HaYovel directs.

I can be reached at 972-941-4444 or [REDACTED].

Sincerely,



Hiram Sasser
Executive General Counsel
First Liberty Institute

Cc: Hon. Jonathan Skrmetti, Attorney General of Tennessee