



October 4, 2023

Via Email (anthonyficarelli.aapiusa@gmail.com)

Anthony Ficarelli, Esq.
General Counsel
American Association of Physicians of Indian Origin

Re: Gaylord Palms / American Association of Physicians of Indian Origin (AAPI)

Dear Mr. Ficarelli:

The American Association of Physicians of Indian Origin (“AAPI”) entered into a contract with the Gaylord Palms Resort & Convention Center (the “Resort”) to host its 2021 Annual Conference (the “Conference”) from June 28, 2021, to July 5, 2021. On or around December 19, 2020, AAPI’s former counsel submitted a written cancellation notice to the Resort in an attempt to invoke the contract’s Force Majeure clause due to the COVID-19 pandemic. We assert that AAPI’s cancellation was not justified for the following reasons: (1) there was no legal or practical hindrance to performance at the time of cancellation or during the event dates, and (2) AAPI’s cancellation notice was both premature and belated. Furthermore, the doctrine of frustration of purpose is inapplicable since the fundamental purpose of the contract remained intact.

As communicated in our email dated August 7, 2023, no lawsuit or arbitration proceedings have been initiated by our office against AAPI. It remains our firm position that AAPI owes liquidated damages in the amount of \$524,478.09 (Principal: \$349,065.50 / Interest: \$175,412.59) to the Resort. We are providing a secure file transfer link containing the previous correspondence exchanged between the parties for your reference. In the event that we do not receive full payment or confirmation of your client’s willingness to engage in mediation by October 20, 2023, we will be compelled to commence arbitration proceedings to recover the entire sum of damages, including interest, fees, and costs.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steven M. Rudner", written over a horizontal line.

Steven M. Rudner