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# CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and Release ("Agreement") is made and entered into as of September 30, 2026 ("Effective Date") by and between TRAVELERS UNITED, INC. ("Travelers United"), JACKSON ISAACSON, ("Isaacson") (together, the "Named Plaintiffs"), individually and as representatives of the Settlement Class (as defined below), and SONESTA INTERNATIONAL HOTELS CORPORATION ("Sonesta") (together, Named Plaintiffs and Sonesta are the "Parties").

As used in this Agreement, the "*Travelers* Action" refers to the lawsuit captioned as *Travelers United, Inc. v. Sonesta International Hotels Corporation*, Civil Action No. 2023-CAB-005254 (D.C. Super.), and the "*Isaacson* Action" refers to the lawsuit captioned as *Jackson Isaacson v. Sonesta International Hotels Corporation*, Case No. 1:26-cv-10351-IT (D. Mass.) (together, the "Actions"). As used in this Agreement, "Class Counsel" refers to the law firm of Tycko & Zavareei LLP and all attorneys of record for Named Plaintiffs and the Settlement Class in the Actions. As used in this Agreement, "Sonesta's Counsel" refers to Goodwin Procter LLP and all attorneys of record for Sonesta in the Actions.

WHEREAS, the Parties wish to fully, finally, and completely resolve all claims (actual and potential) asserted and alleged in the Actions as further set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## TERMS

1. **Actions to Implement Settlement.** After execution of this Agreement by Named Plaintiffs, Class Counsel shall deliver the Agreement to Sonesta's Counsel (c/o Sabrina Rose-

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Smith at SRoseSmith@goodwinlaw.com, Angelica Rankins at ARankins@goodwinlaw.com, and Kevin P. Martin at KMartin@goodwinlaw.com) for execution by Sonesta. After execution of the Agreement by Sonesta, Sonesta or Sonesta's Counsel shall return a fully executed copy to Class Counsel (c/o Hassan Zavareei at HZavareei@tzlegal.com, Robert Devling at RDevling@tzlegal.com, and Peter Silva at PSilva@tzlegal.com). Within thirty (30) days of the Final Effective Date (as defined below), Class Counsel shall take all steps necessary to effectuate the distribution of the Settlement Fund to the Settlement Class in accordance with the terms of this Agreement and the Court's Final Approval Order (as defined below).

2. **Motion for Leave to File Amended Class Action Complaint and Amended Class Action Complaint.** The Parties agree to cooperate fully and in good faith in seeking and obtaining leave of the Court to file an Amended Class Action Complaint. Class Counsel shall file a motion for leave to file an Amended Class Action Complaint (the "Amended Complaint") in the *Travelers* Action on or before September 29, 2026, or any other deadline set by the Court. The Amended Complaint will plead both the claims alleged by Travelers in the *Travelers* action and the claims alleged by Plaintiff Isaacson in the *Isaacson* action. Class Counsel, and, where necessary, the Parties, shall prepare and file all papers and take all steps necessary to support the Amended Complaint, including motion papers, the Amended Complaint, and a proposed order. Sonesta's Counsel shall affirmatively support amendment of the complaint.

3. **Motion for Preliminary Approval.** The Parties agree to cooperate fully and in good faith in seeking and obtaining both preliminary and final Court approval of this Agreement. Class Counsel shall file a motion for preliminary approval of this Agreement (the "Motion for Preliminary Approval") in the *Travelers* Action on or before September 29, 2026, or any other deadline set by the Court. Class Counsel, and, where necessary, the Parties shall prepare and file

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all papers and take all steps necessary to support Court approval, including motion papers, proposed notices, claim forms, and proposed orders. Class Counsel shall affirmatively support this Agreement and the settlement it embodies at all stages of the Court approval process. Class Counsel shall not encourage or solicit any potential opt-outs from the Settlement Class, nor shall Class Counsel represent any individual who opt-outs from the Settlement Class for claims related to this Settlement Agreement. Class Counsel shall not assist any Settlement Class Member in opting out of the Settlement Class, except that Class Counsel may, if directly asked by a Settlement Class Member, provide a factual description of the procedures required to submit a valid opt-out request as set forth in this Agreement and any Court-approved notice, without providing any recommendation, encouragement, or guidance as to whether that individual should opt out. This Agreement and all obligations hereunder are conditioned upon entry of an order by the Superior Court for the District of Columbia, Civil Division (the "Court") granting final approval of this Agreement (the "Final Approval Order"). The date on which the Final Approval Order becomes final and is no longer subject to appeal, or, if appealed, the date on which such appeal has been finally and fully resolved in a manner that affirms the material terms of this Agreement, is referred to herein as the "Final Effective Date." The Parties agree that this Agreement shall be terminated and become null and void, and the Parties shall be restored to their respective positions prior to the execution of this Agreement, in the event that: (i) the Court declines to enter a preliminary approval order or the Final Approval Order; (ii) the Final Approval Order is reversed, vacated, or modified in any material respect by an appellate court; or (iii) the Court does not approve the material terms of this Agreement after appeals, if any.

4. ***Cy Pres* Recipient.** The Parties agree that if any monies remain after distributing the common funds to the Settlement Class members, and a subsequent distribution would not be

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financially viable, the remaining monies shall be distributed as a *cy pres* award to Legal Aid Society of the District of Columbia ("Legal Aid DC"). The value of the *cy pres* award shall be limited to the undistributed cash component of the settlement. The *cy pres* award shall not take into account the value of any unredeemed or unclaimed Stay Credit vouchers.

5. **Consolidation and Class Definition.** Class Counsel will file an amended complaint in the *Travelers* Action adding Plaintiff Isaacson as an additional plaintiff and asserting claims on behalf of the nationwide Travel Pass member putative class asserted in the *Isaacson* Action. The Named Plaintiffs will move for preliminary approval of the settlement on behalf of the following three classes (the "Settlement Class"):

> ***Travelers*** **National Class:** All individuals in the United States who, between August 24, 2020, and June 28, 2024, booked a room at a Sonesta hotel within the District of Columbia through the Sonesta website and/or Sonesta App for personal use and paid a resort, destination, and/or other similar fee to Sonesta.
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> ***Travelers*** **District Class:** All residents of the District of Columbia who, between August 24, 2020, and June 28, 2024, booked a room at a Sonesta hotel within the United States through the Sonesta website and/or Sonesta App for personal use and paid a resort, destination, and/or other similar fee to Sonesta.
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> ***Isaacson*** **or Travel Pass Class:** All Sonesta Travel Pass rewards members who, between October 24, 2021, and June 28, 2024, paid a Destination Fee, Resort Fee, or other similar fee to Sonesta through the desktop or mobile versions of https://www.sonesta.com or through the Sonesta mobile application where the price initially displayed to the consumer did not include the amount of such fee. Individuals who are members of either *Travelers* class are excluded from the *Isaacson* class.

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Excluded from the Settlement Class are Sonesta's officers, directors, and employees; any entity in which Sonesta has a controlling interest; and the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Sonesta. Excluded also from the Settlement Class are members of the judiciary to whom this case is assigned, their families, and members of their staff. The Parties' agreement as to the certification of the Settlement Class is solely for purposes of effectuating a settlement and for no other purpose. Sonesta retains all of its objections, arguments, and defenses with respect to class certification, and reserves all rights to contest class certification, if the Settlement set forth in this Settlement Agreement does not receive the Court's approval. The Parties acknowledge that in the *Isaacson* Action, there has been no stipulation to any class or certification of any class for any purpose other than effectuating the Settlement, and that if the Settlement set forth in this Settlement Agreement does not receive the Court's Final Approval, if the Court's approval is reversed or vacated on appeal, if this Settlement Agreement is terminated as provided herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective, this agreement as to certification of the Settlement Class becomes null and void *ab initio*, and this Settlement Agreement or any other Settlement-related statement may not be cited or offered into evidence regarding certification of the Settlement Class, or in support of an argument for certifying a class for any purpose related to this or any other proceeding. Likewise, nothing herein shall be construed as waiving, precluding, or estopping Sonesta's right to seek compliance with the Travel Pass terms and conditions, including its choice-of-law and choice-of-forum provisions, in any future legal action. Following entry of the Final Approval Order and upon the Final Effective Date, both Actions shall be dismissed with prejudice, all Parties to bear their own costs except as otherwise provided herein or as awarded by the Court.

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6. **Notice Plan.** If the Court enters a Preliminary Approval Order, Notice shall be made to the Settlement Class Members according to the following Notice Plan.

a. No later than seven (7) days after the Preliminary Approval Order is entered, Sonesta will provide to the Administrator a list of known email addresses and physical addresses for the Settlement Class Members. This information will be maintained in strictest confidence and used solely for the purposes of Class Notice and administration.

b. For Settlement Class members for whom Sonesta has no email address and no physical address on file, the Administrator shall perform a reverse look-up in an effort to identify a mailing address. If the reverse look-up returns more than one result for a given individual (i.e., multiple people sharing the same name or identity), that individual shall not receive notice and shall not be included in the Settlement Class for purposes of distribution.

c. No later than 21 days after entry of the Preliminary Approval Order, the Administrator shall provide direct notice to Settlement Class members by email, as a first preference, as available, and direct mail notice is to be given to Settlement Class members who have not provided an email address to Sonesta or whose email address cannot be located by a reverse look-up, or any other method as appropriate and agreed to by the Parties. Publication notice may also be provided as advised by the Administrator. The notices required by this Section will be in the forms approved by the Court.

d. The Administrator will also establish a Settlement Website to be activated by no later than 21 days after entry of the Preliminary Approval Order which will contain

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the Amended Complaint, Motion for Preliminary Approval, Preliminary Approval Order, and, when filed, the Motion for Attorneys' Fees, Expenses, and Service Award, as well as the Final Approval Order, if entered. The Settlement Website shall also prominently display a copy of the Class Notice, and will include a Spanish language translation of the Class Notice. The Administrator's responsibilities will also include securing an appropriate URL to be agreed upon by the Parties.

e. The Settlement Website will terminate (i.e., be removed from the internet) and no longer be maintained by the Settlement Administrator one hundred twenty (120) days after the Effective Date, or, if the Settlement is terminated or otherwise not approved in full, thirty (30) days after the date on which the Settlement Agreement is terminated or otherwise not approved in full. All costs and expenses related to the Class Settlement Website shall be paid out of the Settlement Fund.

f. The Administrator shall establish a toll-free number where Settlement Class Members may obtain information about the Settlement and the Action.

g. The Administrator shall establish an email address where Settlement Class Members can contact the Administrator with questions or to request that a copy of the Class Notice be mailed to them.

h. The Class Notice shall apprise Settlement Class Members of their right to opt out of the Settlement Class, of their right to object to the Class Settlement, of the fact that any objections or opt outs must be sent to the Administrator and postmarked no later than sixty days from the Notice Deadline, that any failure to object or to opt out in accordance with applicable deadlines for opt outs and objections constitutes a knowing and voluntary waiver of any right to opt out of the Settlement

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Class or to appeal from the Final Approval Order, and that to receive the Stay Credit component of the Settlement Award, Settlement Class Members must create a Travel Pass Account. The Notice will provide that class wide or mass opt outs or objections are invalid.

i. This Agreement does not impose on any Party or the Administrator an obligation to make extraordinary efforts to locate a potential Settlement Class Member.

7. **Opt Outs.** The Parties propose that the Opt-Out Deadline shall be 60 days from the Notice Deadline. The Motion for Preliminary Approval shall propose this deadline.

a. To opt out, the Settlement Class Member must comply with the procedures and deadlines in this Agreement and any Court order entered in this case. In order to opt out, the Class Member must complete and send to the Administrator, at the address listed in the Class Notice, a written request to opt out that is postmarked no later than the Opt-Out Deadline.

b. If submitted by mail, an opt out shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an opt-out shall be deemed to have been submitted on the shipping date reflected on the shipping label. The request to opt out must: (a) identify the case name; (b) identify the name and address of the person requesting exclusion; (c) be personally signed by the person requesting exclusion; and (d) contain a statement that indicates a desire to be excluded from the Settlement Class, such as "I hereby request that I be excluded from the proposed Settlement Class in the Action." Mass or class opt outs shall be void.

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c. Any Settlement Class Member who properly opts out of the Settlement Class shall not: (a) be bound by any orders or judgments relating to the Settlement; (b) be entitled to relief under, or be affected by, this Agreement; (c) gain any rights by virtue of this Agreement; or (d) be entitled to object to any aspect of the Settlement. A request for exclusion that does not include all of the required information, or that is sent to an address other than one designated in the Class Notice, or that is not received within the time specified, shall be invalid and the person(s) serving such request shall remain a Settlement Class Member and shall be bound as a Settlement Class Member to this Agreement, if approved.

d. Notwithstanding the foregoing, a Class Member shall have the right to revoke a properly and timely submitted request for exclusion if a notice of the Class Member's election to revoke his or her exclusion is sent to the Settlement Administrator, postmarked on or before the Opt-Out Deadline.

e. A Class Member who submits a both Claim and a request to opt out shall be deemed to have chosen to remain in the Settlement Class and will be bound by this Agreement. If the Claim is valid, the Class Member will receive a Settlement Payment.

f. The Administrator shall provide Class Counsel and Sonesta's Counsel with a list of all timely requests to opt out within seven (7) business days after the Opt-Out Deadline, and copies of such requests to opt out, if requested. Plaintiff shall not request to exclude himself from the Class.

8. **Objections.** The Parties propose that the Objection Deadline shall be 60 days from the Notice Deadline. The Motion for Preliminary Approval shall propose this deadline. Any

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Settlement Class Member may object to the Settlement. To object, the Settlement Class Member must comply with the procedures and deadlines in this Agreement and any Court order entered in this Action. Any Settlement Class Member who wishes to object to the Settlement must do so in writing on or before the Objection Deadline, as specified in the Class Notice and Preliminary Approval Order. The written objection must be filed with the Clerk of Court by no later than the Objection Deadline.

a. **Form of Objection.** The requirements to assert a valid written objection shall be set forth in the Class Notice, and, to be valid, the written objection must include: (a) the case name and number; (b) the name, address, telephone number of the Settlement Class Member objecting and, if represented by counsel, of his/her counsel; (c) the basis for objection; and (d) a statement of whether he/she intends to appear and speak at the Final Approval Hearing, either with or without counsel. For an objection to be considered by the Court, the Settlement Class Member must not have opted out of the Settlement and the objection must be electronically filed or mailed first-class postage prepaid and addressed in accordance with the instructions and the postmark date indicated on the envelope must be no later than the Objection Deadline, as specified in the Notice. The Named Plaintiffs shall not object to the Settlement or any provision of this Agreement.

b. **Deposition.** Objectors must also make themselves available for deposition by counsel for the Parties between the time the objection is filed and a date no later than five (5) days before the Final Approval Hearing, and the objection must include the dates when the objector is available for deposition.

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c. **Report.** Within seven (7) business days of the Objection Deadline, the Administrator shall provide a report to the Court, Class Counsel, and Sonesta's Counsel setting forth a list of objections that meet the above guidelines. The Court shall have the ultimate determination of whether an objection has been appropriately made.

d. **Waiver of Objection.** Any Settlement Class Member who does not make his or her objection in the manner provided in this Section shall be deemed to have waived such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement as incorporated in this Agreement, and to the award of Attorneys' Fees and Expenses to Class Counsel and the payment of a Service Award to the Class Representative, unless otherwise ordered by the Court.

e. **Appearance.** Subject to approval of the Court, any Class Member who files and serves a written objection in accordance with this Section and the Class Notice may appear, in person or by counsel, and speak at the Final Approval Hearing held by the Court, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, but only if the objecting Settlement Class Member: (a) files with the Clerk of the Court a notice of intention to appear and speak at the Final Approval Hearing by the Objection Deadline ("Notice of Intention to Appear"); and (b) serves the Notice of Intention to Appear on all counsel designated in the Class Notice by the Objection Deadline. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting

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Settlement Class Member will present to the Court in connection with the Final Approval Hearing. Any Settlement Class Member who does not file a Notice of Intention to Appear in accordance with the deadlines and other specifications set forth in this Agreement and Class Notice shall not be entitled to speak at the Final Approval Hearing and raise any objections.

f. Any lawyer who intends to appear at the Final Approval Hearing also must enter a written Notice of Appearance of Counsel with the Clerk of the Court no later than the last day of the Objection Deadline set by the Court and shall include the full caption and case number of each previous class action case in which that lawyer(s) has represented an objector.

9. **Final Approval Motion.** Prior to the Final Approval Hearing, Class Counsel will file a Motion for Final Approval. The Motion will request that the Court approve the Settlement and enter a Final Order and Judgment that will among other things:

a. Adjudge and approve in all respects the Settlement of the Action on the terms described in this Agreement and approve the terms of this Agreement as fair, reasonable, and adequate and in the best interests of the Settlement Class as a whole;

b. Dismiss on the merits and with prejudice all class and individual claims in the Action and find that the Named Plaintiffs and the Settlement Class Members have released all Released Claims;

c. Bar and enjoin the Named Plaintiffs and all Settlement Class Members who have not successfully opted out from asserting any of the Released Claims, including during any appeal from the Final Approval Order;

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d. Include all relief to be provided as part of the Settlement; and

e. Retain jurisdiction of all matters relating to the interpretation and enforcement of the Settlement and this Agreement.

10. **Payment of the Settlement Amount.** In full and final settlement of the class claims asserted in the Actions, as well as all claims for Named Plaintiff incentive awards, and payments for attorneys' fees and costs in connection with the Actions, and all matters within the scope of the releases given in Sections 15, 17, and 18 below, Sonesta shall fund a non-reversionary common settlement pool in the total amount of five million, twenty-five thousand, two hundred thirty-seven dollars ($5,025,237.00) (the "Settlement Fund") by wire transfer to an account designated by the Administrator not more than thirty (30) days after the Preliminary Approval and Sonesta's receipt of any necessary payment information required to disburse the funds to the Administrator.

11. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Settlement Fund sufficient to satisfy the requirements of 26 C.F.R. § 1.468B-1. Any and all Court-approved attorneys' fees and costs payable to Class Counsel, and any and all Court-approved service payments or incentive awards to Named Plaintiffs in the *Travelers* Action and in the *Isaacson* Action, and settlement administration costs as set forth in Section 14, shall be paid exclusively from and out of the Settlement Fund. Named Plaintiffs and Class Counsel acknowledge and agree that no amounts shall be sought from, or payable by, Sonesta for attorneys' fees, costs, or service/incentive payments in addition to the Settlement Fund. The Parties understand and agree that Sonesta shall have no liability to Named Plaintiffs or Class Counsel relating to any division or allocation of the Settlement Fund among Settlement Class members, Named Plaintiffs, and Class Counsel, or arising from any failure (actual or alleged) of Class Counsel or the settlement administrator to distribute all or any portion of the Settlement Fund. The distribution and allocation

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of the Settlement Fund among the Settlement Class, Named Plaintiffs, and Class Counsel is a matter governed by this Agreement, the plan of distribution approved by the Court, and the Final Approval Order.

12. **Additional Class Compensation.** In addition to the Settlement Fund, Sonesta agrees to provide additional compensation to Settlement Class members in the form of stay credits (each, a "Stay Credit"), as follows: (i) Sonesta agrees to provide up to two million, seven hundred fifty thousand, seven hundred seventy-five dollars ($2,750,775.00) in twenty-five dollar ($25.00) Stay Credits to members of the *Isaacson* or Travel Pass Class; and (ii) Sonesta agrees to provide up to four hundred sixty-five thousand, five hundred dollars ($465,500.00) in fifty dollar ($50.00) Stay Credits to members of the *Travelers* National Class and the *Travelers* District Class. Sonesta shall distribute Stay Credit voucher identification codes ("Unique IDs") for each class member to the Settlement Administrator along with all class member monetary payments pursuant to the plan of distribution. Each Stay Credit voucher shall be redeemable solely toward the room rate for hotel stays at Sonesta properties, and may not be applied towards taxes, fees, food, beverage, or any other charges. Stay Credit vouchers may be redeemed only through a reservation made via Sonesta's Customer Care call center at a telephone number designated for Stay Credit voucher redemption, and are not redeemable through any online booking channel, for gift cards, merchandise, cash, or any other purpose. Each Stay Credit voucher shall expire one (1) year from the date of issuance by the Settlement Administrator if not redeemed. For the avoidance of doubt, the Stay Credits cannot be redeemed for cash. The Stay Credits described in this Section represent the maximum aggregate value of Sonesta's obligation to provide such credits, and to the extent that fewer Stay Credits are claimed or distributed than the maximum amounts set forth above, Sonesta shall have no obligation to provide additional cash or other consideration in lieu of

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unclaimed Stay Credits. To the extent that any Stay Credits are not issued or distributed due to the inability to locate or identify a Settlement Class Member after reasonable efforts consistent with this Agreement, such Stay Credits shall be deemed forfeited and extinguished upon the expiration of twelve (12) months following distribution of the Settlement Fund, and Sonesta shall retain all benefits of any unclaimed, unissued, or expired Stay Credits with no further obligation to the Settlement Class, Class counsel, the Administrator, or any other person or entity with respect thereto.

13. **Payment of Settlement to Class Members.** Pursuant to Sections 10 and 12, Settlement Class Members shall be entitled to receive Awards solely from the net Settlement Fund as follows:

a. Settlement Class Members shall receive either (1) a "*Travelers* Award" or (2) an "*Isaacson* Award." The award that a Settlement Class Member shall receive will be determined based on the class definitions. Settlement Class Member who fit within the definition of **either** the *Travelers* National Class **or** the *Travelers* District Class shall receive the *Travelers* Award. Settlement Class Member who fit within the definition of the *Isaacson* or Travel Pass Class shall receive the *Isaacson* Award.

b. ***Travelers* Award.**

i. The *Travelers* Award shall consist of:

1. A common fund of two million, seven hundred ninety-three thousand dollars ($2,793,000.00) (the "*Travelers* Common Fund");

a. To the extent awarded by the Court, attorneys' fees, service awards, administration costs, and any other costs, expenses, fees, or awards permitted by the Court shall be deducted

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from the *Travelers* Common Fund and the *Isaacson* Common Fund proportional to the values of the Awards.

2. Four hundred sixty-five thousand, five hundred dollars ($465,500.00) in fifty dollar ($50.00) Stay Credits.

ii. Settlement Class Members who are entitled to receive the *Travelers* Award shall receive an award as follows:

1. First, the Administrator shall identify every Settlement Class Member who (1) is entitled to the *Travelers* Award.
2. For any Settlement Class Member identified in subsection (1), the Administrator shall distribute a $50.00 Stay Credit voucher to that Settlement Class Member in accordance with the following plan: (a) Settlement Class Members who received notice via email and whose settlement payment is distributed electronically shall receive an email containing a Unique ID and instructions for redeeming the Stay Credit voucher; and (b) Settlement Class Members who receive their settlement payment by paper check – whether by election or by default pursuant to the plan of distribution – shall have their Unique ID printed directly on the settlement check along with the instructions for redeeming the Stay Credit voucher.
3. Second, the Administrator shall divide the *Travelers* Common Fund by the number of Settlement Class Members entitled to receive the *Travelers* Award (the "*Travelers* Award Cash Component").

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4. Third, the Administrator shall automatically disburse the *Travelers* Award Cash Component to each Settlement Class Member entitled to receive the *Travelers* Award through electronic payment when available, or in the form of a written check when an electronic payment is not available.
5. Fourth, to the extent any funds remain in the *Travelers* Common Fund after disbursing the *Travelers* Award Cash Component (e.g., uncashed checks), the Administrator shall make a second disbursement to all Settlement Class Member entitled to receive the *Travelers* Award who cashed the first disbursement (or accepted payment through other means), if doing so is financially viable. The Administrator shall continue making subsequent disbursements until it is no longer financially viable to do so.
6. Fifth, to the extent any funds remain in the *Travelers* Common Fund after disbursing the *Travelers* Award Cash Component and it is no longer financially viable to make additional disbursements to Settlement Class Members, the remaining value of the *Travelers* Award Cash Component shall be disbursed pursuant to the *cy pres* provision in Section 4.

c. ***Isaacson* Award.**

i. The *Isaacson* Award shall consist of:

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1. A common fund of two million, two hundred thirty-two thousand, two hundred thirty-seven dollars ($2,232,237.00) (the "*Isaacson* Common Fund");
    a. To the extent awarded by the Court, attorneys' fees, service awards, administration costs, and any other costs, expenses, fees, or awards permitted by the Court shall be deducted from the *Travelers* Common Fund and the *Isaacson* Common Fund proportional to the values of the Awards.
2. Two million, seven fifty thousand, seven hundred seventy-five dollars ($2,750,775.00) in twenty-five dollar ($25.00) Stay Credits.

ii. Settlement Class Members who are entitled to receive the *Isaacson* Award shall receive an award as follows:

1. First, the Administrator shall identify every Settlement Class Member who (1) is entitled to the *Isaacson* Award.
2. For any Settlement Class Member identified in subsection (1), the Administrator shall distribute $25.00 Stay Credit voucher to that Settlement Class Member in accordance with the following plan: (a) Settlement Class Members who received notice via email and whose settlement payment is distributed electronically shall receive an email containing a Unique ID and instructions for redeeming the Stay Credit voucher; and (b) Settlement Class Members who receive their settlement payment by paper check – whether by election or by default pursuant to the plan of distribution – shall have their Unique

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ID printed directly on the settlement check along with the instructions for redeeming the Stay Credit voucher. .

3. Second, the Administrator shall divide the *Isaacson* Common Fund by the number of Settlement Class Members entitled to receive the *Isaacson* Award (the "*Isaacson* Award Cash Component").
4. Third, the Administrator shall automatically disburse the *Isaacson* Award Cash Component to each Settlement Class Member entitled to receive the *Isaacson* Award through electronic payment when available, or in the form of a written check when an electronic payment is not available.
5. Fourth, to the extent any funds remain in the *Isaacson* Common Fund after disbursing the *Isaacson* Award Cash Component (e.g., uncashed checks), the Administrator shall make a second disbursement to all Settlement Class Member entitled to receive the *Isaacson* Award who cashed the first disbursement (or accepted payment through other means), if doing so is financially viable. The Administrator shall continue making subsequent disbursements until it is no longer financially viable to do so.
6. Fifth, to the extent any funds remain in the *Isaacson* Common Fund after disbursing the *Isaacson* Award Cash Component and it is no longer financially viable to make additional disbursements to Settlement Class Members, the remaining value of the *Isaacson*

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Award Cash Component shall be disbursed pursuant to the *cy pres* provision in Section 4.

d. For the avoidance of doubt, Settlement Class Member shall be entitled to only one award: either the *Travelers* Award or the *Isaacson* Award, but not both.

14. **Settlement Administration.**

a. The Administrator shall be Angeion Group.

b. The Parties agree that the Administrator will direct Notice, process claims, field calls and correspondence from Settlement Class Members, and disburse amounts from the Settlement Fund.

c. All reasonable settlement administration costs, including the costs of notice to the Settlement Class, preparation and processing of claim forms, and administration of the settlement process shall be paid out of the Settlement Fund, up to a maximum of five hundred thousand dollars ($500,000.00). Both Parties shall have equal access to information held by the settlement administrator, provided that neither party shall have access to non-public information in the hands of the other party or its attorneys beyond that which is otherwise required to be shared under this Agreement or by order of the Court.

d. If the settlement is not approved, the Parties shall evenly split the administration costs that have been incurred.

15. **Releases and Covenant Not to Sue.** Except for the obligations and rights expressly set forth and reserved in this Agreement, Named Plaintiffs, individually and on behalf of all Settlement Class members, and any person on whose behalf any Settlement Class member might claim or who might claim through any Settlement Class member or on their behalf, such as their

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respective successors, beneficiaries, heirs, next of kin, assigns, executors, administrators, and/or estates, and any and all other persons who could derivatively claim through any of them as to the matters within the scope of the releases set forth in Sections 15, 17, and 18 of this Agreement (collectively, "Releasors"), hereby unconditionally and irrevocably remise, release, and forever discharge Sonesta International Hotels Corporation, and each of its past, present, and future directors, officers (whether acting in such capacity or individually), shareholders, owners, partners, joint venturers, principals, trustees, creditors, insurers, attorneys, agents, representatives, employees, team members, managers, parents (direct and indirect), subsidiaries, divisions, subdivisions, departments, affiliates, predecessors, successors, assigns, and assignees (collectively, "Releasees"), from any and all claims, counterclaims, actions, causes of action, suits, set-offs, costs, losses, expenses, sums of money, accounts, reckonings, debts, charges, complaints, controversies, disputes, damages, judgments, executions, promises, omissions, duties, agreements, rights, demands, obligations, and liabilities, of whatever kind or character, direct or indirect, express or implied, whether known or unknown, by Named Plaintiffs, any Settlement Class member, or any of the Releasors, arising at law or in equity, by right of action or otherwise, relating to or arising out of any act or omission (alleged or actual) by Sonesta or the Releasees (or any of them), whether or not they were or could have been asserted by Named Plaintiffs, any Settlement Class member, or any of the Releasors in the Actions, which Named Plaintiffs, any Settlement Class member, or any Releasor has against Sonesta or any of the Releasees up until the date of this Agreement, including without limitation: (i) any and all claims arising from the facts and circumstances alleged in the operative complaints in the *Travelers* Action and the *Isaacson* Action; (ii) any and all claims arising under any federal or state consumer protection, unfair business practices, or hotel fee disclosure statute or regulation arising from the facts and circumstances

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alleged in the Actions; (iii) any and all claims and allegations (actual or threatened) in the Actions; (iv) any and all claims for attorneys' fees and costs of any kind or nature, by statute or otherwise, arising out of or in any way relating to the Actions; and (v) any claims arising in connection with the negotiation, execution, and delivery of this Agreement (collectively, any and all such matters are the "Released Claims"). The Released Claims expressly exclude claims arising from acts or omissions occurring after the Effective Date. Class Counsel, on behalf of themselves and their respective law firms, hereby also release all claims for attorneys' fees and costs in connection with the Actions and this Agreement that are not otherwise awarded by the Court pursuant to the terms of this Agreement.

It is the intention and effect of this release to discharge all claims that Named Plaintiffs, all Settlement Class members, and all Releasors have or may have against Sonesta and all Releasees arising out of or relating to any act or omission (alleged or actual) by Sonesta or any Releasee in connection with the facts and circumstances alleged in the Actions. Named Plaintiffs and Class Counsel acknowledge that they, and the Settlement Class members they represent, may hereafter discover facts different from, or in addition to, those which they now claim or believe to be true with respect to the claims released herein, and agree that this Agreement shall remain effective in all respects notwithstanding the discovery of such different or additional facts. Named Plaintiffs and Class Counsel covenant on behalf of themselves and each of the Releasors not to sue, institute, cause to be instituted, permit to be instituted on their behalf, or assist in instituting or prosecuting any proceeding regarding the Released Claims, or otherwise assert any Released Claim against Sonesta or any Releasee. This release, however, does not include claims arising out of the failure of a Party to perform in conformity with the terms of this Agreement.

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16. **Attorneys' Fees, Expenses, and Service Award.** As payment for Attorneys' Fees and Expenses, Class Counsel shall be entitled to apply to the Court for a distribution of no more than one third (33.33%) of the Settlement Fund for attorneys' fees plus litigation expenses, which sum shall include all Attorneys' Fees and Expenses and shall constitute full satisfaction of any obligation on Sonesta's part to pay any person, attorney, or law firm for costs, litigation expenses, attorneys' fees, or any other expense incurred on behalf of the Named Plaintiffs, Class Counsel or the Settlement Class. If approved by the Court, Class Counsel shall be paid their Attorneys' Fees and Expenses out of the Settlement Fund within fourteen (14) days of entry of the Final Approval Order and agree to hold that sum in trust until the Effective Date. Defendant reserves the right to object to any application for Attorneys' Fees and Expenses. An award of Attorneys' Fees and Expenses is not a necessary term of this Agreement, nor is it a condition of this Agreement. The Court's decision not to approve, in whole or in part, the Attorneys' Fees and Expenses sought by Class Counsel shall not prevent the Effective Date from occurring nor shall it be grounds for termination of the Settlement or this Agreement. The Named Plaintiffs may receive a Service Award, if approved by the Court, in addition to his Settlement Payment. The Named Plaintiffs' Service Award shall be paid from the Settlement Fund. The Court's decision not to approve, in whole or in part, the Named Plaintiffs' Service Award shall not prevent the Effective Date from occurring nor shall it be grounds for termination of the Settlement or this Agreement.

17. **Transactional Release.** To the extent any claims arise in connection with entering into this Agreement, Releasors and Sonesta hereby waive and release those claims in consideration for the execution of this Agreement. Named Plaintiffs and Sonesta agree, however, that nothing in this Agreement is intended to affect any Party's ability to enforce this Agreement.

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18. **Express Waiver.** In addition to the provisions of Sections 15 and 17 above, Named Plaintiffs, Class Counsel, and each Settlement Class member who does not timely opt out of the Settlement Class expressly agree that they waive and release any and all provisions, rights, and benefits conferred either (a) by Section 1542 of the California Civil Code, or (b) by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, with respect to the claims released pursuant to Sections 15 and 17 above. Section 1542 of the California Civil Code reads:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Whether a beneficiary of California law or otherwise, Named Plaintiffs and Class Counsel, on behalf of themselves and each of the Releasors, acknowledge that they may hereafter discover facts other than or different from those that they know or believe to be true with respect to the subject matter of the claims released pursuant to the terms of Sections 15 and 17 above, but they expressly agree that, upon execution of this Agreement (and, as to Settlement Class members, upon entry of the Final Approval Order), they waive and fully, finally, and forever settle and release any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim with respect to the claims released in Sections 15 and 17 above, whether or not concealed or hidden, without regard to subsequent discovery or existence of such different or additional facts.

19. **Reservation of Rights.** This Agreement and settlement is a compromise of disputed claims, and the Parties do not admit any liability or wrongdoing by entering into this Agreement. In the event this Agreement does not receive the Court's final approval, or in the event the settlement is not finally effective for any reason, the Parties agree that this Agreement and all

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negotiations, discussions, and proceedings relating thereto shall become null, void, and of no legal force or effect, shall not constitute a waiver or admission of any claim or defense, and shall not be offered into evidence, referenced, or used by any Party for any purpose, including at trial or in any other proceeding.

20. **No Admission of Liability.** This Agreement is not in any way an admission or concession of the truth of any allegation, the validity of any claim asserted in the Actions, or any fault on the part of Sonesta or any Releasee, nor should this Agreement be construed otherwise. Any and all such allegations are expressly denied.

21. **Taxability of Settlement Amount.** This Agreement is enforceable regardless of the taxability of the Settlement Fund, Stay Credits, or any portion thereof. Each Settlement Class member is solely responsible for all taxes, interest, and penalties due and owing, if any, on their respective portion of the Settlement Fund or any Stay Credits received. Named Plaintiffs and Class Counsel agree that they are solely responsible for the taxes, interest, and penalties due and owing, if any, on any attorneys' fees, costs, or service/incentive payments received pursuant to this Agreement. Named Plaintiffs and Class Counsel further acknowledge that neither Sonesta nor any of its representatives or attorneys have made any promise, representation, or warranty, express or implied, regarding the tax consequences of any consideration paid or provided pursuant to this Agreement.

22. **Mutual and Binding Agreement.** The Parties represent that they have fully read and understood this Agreement and acknowledge that this Agreement is mutual, final, and binding on them and on their respective agents, employees, legal representatives, successors, and assigns. Each of the signatories represents and warrants to the other signatories that he or she is authorized to sign on behalf of the Party so designated in the signature block, and that the signature binds that

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Party. Class Counsel further represent that each has the express authority to represent and act on behalf of Named Plaintiffs and the Settlement Class, and that no other attorney, except for those and their associated law firms identified in this Agreement, has any right, claim, or interest in this Agreement as counsel for Named Plaintiffs or the Settlement Class. Named Plaintiffs represent that they are represented by counsel of their choosing, and that they have independently made their own analysis and decision to enter into this Agreement, and that they consider this Agreement to be fair and reasonable.

23. **Entire Agreement.** Named Plaintiffs, Class Counsel, and Sonesta agree, declare, and represent that no promise, inducement, representation, or agreement not herein expressed has been made to any Party or caused them to enter into this Agreement. This Agreement contains the entire agreement between the Parties and supersedes any and all prior or contemporaneous agreements, negotiations, representations, or understandings, including the Confidential Settlement Term Sheet dated August 19, 2026, which the Parties acknowledge is hereby incorporated into and superseded by this Agreement. The terms of this Agreement are contractual and not a mere recital. This is a fully integrated agreement. It may not be altered or modified by oral agreement or representation or otherwise except by a writing of subsequent date hereto signed by all Parties in interest at the time of the alteration or modification.

24. **No Presumption Against Drafter.** Named Plaintiffs, Class Counsel, and Sonesta agree that should any of the provisions or terms of this Agreement require judicial interpretation, the Court interpreting or construing this Agreement shall not apply a presumption that such provision(s) or term(s) shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who prepared it, it

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being agreed that all Parties and their counsel have participated in the preparation and review of this Agreement.

25. **Severability.** If any one or more of the provisions contained in this Agreement (other than the Releases set forth in Sections 15, 17, and 18) is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been a part hereof, provided that such construction shall not cause this Agreement to fail in its essential purpose.

26. **Confidentiality**. Named Plaintiffs, for and on behalf of themselves and Class Counsel, and Sonesta agree that the non-public facts and circumstances giving rise to this Agreement are and shall be held forever confidential by them, and they shall not disclose any non-public facts related to this Agreement or its terms to any person or entity, orally or in writing, except only that (a) Named Plaintiffs, Class Counsel, or Sonesta may provide such disclosure as may be necessary to comply with law, court order, or any applicable protective order in the Actions, and (b) Named Plaintiffs, Class Counsel, or Sonesta may provide such disclosure to their attorneys, accountants, insurers, taxation advisors or consultants, and/or financial advisors as may be necessary for such persons to perform their regular duties, provided that such persons agree to maintain this Agreement, its terms, and the settlement it embodies as confidential in accordance with the provisions set forth in this Section. For the avoidance of doubt, the filing of this Agreement with the Court in connection with the Motion for Preliminary Approval and/or a motion for final approval shall not constitute a breach of this Section, and the Parties shall take all reasonable steps to maintain confidentiality to the extent permitted by applicable law and Court rules.

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Named Plaintiffs, for and on behalf of themselves and Class Counsel, and Sonesta further agree that, in the event any of them receives a subpoena or court order for the production or disclosure of this Agreement, any portion of this Agreement, or any information relating to this Agreement, the Party upon whom the subpoena or order is served shall (a) give reasonable notice to the other Party at least five (5) business days before any deadline for production or disclosure, so that the other Party (or its counsel) may take appropriate action to maintain the confidentiality of this Agreement and its terms, and (b) withhold production or disclosure for at least five (5) business days after providing such notice and for such additional time as the Parties may agree upon or a court may direct. Such notice to Sonesta and Sonesta's Counsel shall be sent by email and regular mail to Sabrina Rose-Smith (SRoseSmith@goodwinlaw.com) and Angelica Rankins (ARankins@goodwinlaw.com), Goodwin Procter LLP, 1900 N Street, N.W., Washington, DC 20036-1612, and to Kevin P. Martin (KMartin@goodwinlaw.com), Goodwin Procter LLP, 100 Northern Avenue, Boston, MA 02210. Such notice to Named Plaintiffs and Class Counsel shall be sent by email and regular mail to Hassan Zavareei (HZavareei@tzlegal.com), Robert Devling (RDevling@tzlegal.com), and Peter Silva (PSilva@tzlegal.com), Tycko & Zavareei LLP, 2000 Pennsylvania Avenue, Suite 1010, Washington, D.C. 20006. Named Plaintiffs, for and on behalf of themselves and Class Counsel, and Sonesta also agree that, in the event compliance with the reasonable notice and withholding provisions in this Section would cause the withholding Party to violate a court order or subpoena, the Parties shall jointly request an extension (from the court issuing the court order or the person or entity issuing the subpoena) of sufficient length to permit compliance with the provisions of this Section, but no Party shall be required to ignore a court's order while awaiting a decision on an extension. A breach of the provisions of this Section would cause irreparable harm entitling the non-breaching party to injunctive relief.

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27. **Non-Disparagement.** Named Plaintiffs and Class Counsel, to the extent not prohibited by applicable law, agree to refrain from issuing, or otherwise causing to be issued, any press release, advertisement, Internet posting, or other public statement, or otherwise making statements likely to be publicly quoted, reported, or referred to, which (a) disparages Sonesta or its affiliates with respect to any facts, circumstances, matters, or issues alleged or asserted in the operative complaints in the *Travelers* Action or the *Isaacson* Action, or relating to the settlement, or (b) includes evidence or information protected from disclosure by the applicable protective order in the Actions or other applicable law. A breach of the provisions of this Section would cause irreparable harm entitling the non-breaching party to injunctive relief and/or damages in an amount to be determined by the Court. None of the foregoing is intended to limit the ability to practice law, and to the extent there is any conflict with any rules of professional responsibility, those rules of professional responsibility shall govern.

28. **Choice of Law and Enforceability of Agreement.** This Agreement is intended to and shall be governed as a contract executed under the laws of the District of Columbia. The Superior Court for the District of Columbia, Civil Division, shall be the exclusive forum for any dispute arising under this Agreement following final approval, and Named Plaintiffs and Class Counsel consent to personal jurisdiction in that court. Should either party prevail in a dispute regarding the enforceability of this Agreement, the prevailing party will be entitled to attorneys' fees associated with the enforcement proceedings.

29. **Counterparts and Electronic Signatures.** This Agreement may be executed in any number of counterparts with the same effect as if all of the Parties hereto had signed the same document. A facsimile, photocopy, electronic-mail, or other reproduction of this Agreement or a signature on it shall be valid and deemed as the original.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in several counterparts, each of which is an original as of the date first written above.

**PLAINTIFFS**




JACKSON ISAACSON
Dated: Sep 30, 2026




TRAVELERS UNITED, INC.
By:
Name: Lauren Wolfe
Title: Counsel
Dated: Sep 30, 2026

**SONESTA**




SONESTA INTERNATIONAL HOTELS CORP.
By:
Name: Kelley McNeil
Title: EVP, General Counsel, Head of People
Dated: Sep 30, 2026