IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

TRAVELERS UNITED, INC. and JACKSON ISAACSON, Plaintiffs, v. SONESTA INTERNATIONAL HOTELS CORPORATION, Defendant.	**Case No:** 2023-CAB-005254 **Judge:** Hon. Shana Frost Matini **Event:** Status Hearing – February 4, 2027

ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Plaintiffs have filed a motion for preliminary approval of class action settlement, for leave to file and entry of a First Amended Class Action Complaint, for certification of a settlement class, for appointment of class representatives, class counsel, and a settlement administrator, for approval of the proposed class notice, and for entry of a scheduling order. Defendant Sonesta International Hotels Corporation does not oppose the motion. For the reasons stated in Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and Incorporated Memorandum of Points and Authorities, the Motion is **GRANTED**. Accordingly, the Court hereby **ORDERS** as follows:

1. **Jurisdiction.** This Court has jurisdiction over the subject matter of this action and over all Parties to the lawsuit, including all members of the Settlement Class. All capitalized terms used in this Order have the meanings assigned to them in the Parties' Confidential Settlement Agreement and Release (the "Settlement Agreement").

2. **Amended Complaint.** The First Amended Class Action Complaint, which adds Jackson Isaacson as a named plaintiff and asserts the claims of the nationwide Travel Pass putative

class, is deemed entered and filed as of the date of this Order. Defendant need not respond to the First Amended Class Action Complaint while the motions for preliminary and final approval of the Settlement are pending.

3. **Settlement Class.** For settlement purposes, the Court certifies the following three Settlement Classes defined in the Settlement Agreement (together, the "Settlement Class"). The Travelers National Class and the Travelers District Class were previously certified for litigation purposes on December 5, 2024, and the Court preliminarily certifies the Isaacson or Travel Pass Class for settlement purposes only:

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.

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.

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.

Excluded from the Settlement Class are Sonesta's officers, directors, and employees; any entity in which Sonesta has a controlling interest; the affiliates, legal representatives, attorneys, successors,

heirs, and assigns of Sonesta; and members of the judiciary to whom this case is assigned, their families, and members of their staff.

4. **Class Representatives.** The Court appoints Travelers United, Inc. as Class Representative for the Travelers National Class and the Travelers District Class, and Jackson Isaacson as Class Representative for the Isaacson or Travel Pass Class.

5. **Class Counsel.** The Court appoints Hassan A. Zavareei, F. Peter Silva II, and Robert M. Devling of Tycko & Zavareei LLP as Class Counsel.

6. **Settlement Administrator.** Angeion Group, LLC shall serve as the Settlement Administrator.

7. **Cy Pres Recipient.** The Court designates Legal Aid Society of the District of Columba as the cy pres recipient under the terms of the Settlement Agreement.

8. **Preliminary Approval of Settlement.** The proposed Settlement Agreement entered into by Plaintiffs and Defendant (the "Parties") establishes the method of calculating settlement payments to Settlement Class Members and allows Settlement Class Members to opt out of or object to the Settlement. In accordance with the terms of the Settlement Agreement, Defendant will fund a non-reversionary common Settlement Fund of five million, twenty-five thousand, two hundred thirty-seven U.S. dollars ($5,025,237.00) and will provide up to three million, two hundred sixteen thousand, two hundred seventy-five U.S. dollars ($3,216,275.00) in Stay Credit vouchers, for a total common fund valued at over $8.2 million, which shall be used to pay Settlement Class Members and, from the cash Settlement Fund, any Court-approved Attorneys' Fees and Expenses, Service Awards, and Administrative Costs. Any excess funds after payment of the above will be paid as a cy pres award pursuant to the terms of the Settlement Agreement.

9. Class Counsel and counsel for Defendant are experienced in complex litigation, including class action litigation. The Settlement Agreement was reached after arm's-length

negotiations between experienced counsel with the assistance of a retired Superior Court judge. The Court preliminarily finds the Settlement Agreement to be sufficiently fair, reasonable, and adequate to warrant providing Notice to the Settlement Class and proceeding with a final approval hearing. In making this determination, the Court has considered the current posture of this litigation and the risks and benefits to the Parties involved in both settlement of these claims and continuation of the litigation. Accordingly, the Court grants preliminary approval of the Settlement Agreement. Its terms will be submitted to the Settlement Class for their consideration and for a hearing pursuant to D.C. Super. Ct. R. 23(e)(2).

10. **Notice to Settlement Class Members.** The Court has reviewed the proposed Class Notice to Settlement Class Members. The Class Notice, among other things, describes in plain English the terms and operation of the Settlement, the considerations that led Class Counsel to conclude that the Settlement is fair and adequate, and the procedure for objecting to or opting out of the Settlement, and states the date of the final approval hearing. The Court finds that the Class Notice and the proposed Notice Plan constitute the best notice practicable under the circumstances and fully comply with the requirements of Superior Court Rule of Civil Procedure 23(e)(1) and due process, and the Class Notice and Notice Plan are approved.

11. **Relevant Dates.** The Court sets the following schedule for the remainder of the case:

Event	Date	Deadline
Defendant to provide Class List to Settlement Administrator	October 13, 2026	7 days after entry of Preliminary Approval Order
Notice Deadline (Notice to be made by email and, where appropriate, mail)	November 5, 2026	30 days after entry of Preliminary Approval Order
Deadline to file Application for Attorneys' Fees, Expenses, and Service Award	December 7, 2026	30 days after the Notice Deadline
Opt-Out and Objection Deadline	January 4, 2027	60 days after the Notice Deadline

Deadline to file Motion for Final Approval and respond to any objections	January 21, 2027	14 days before the Final Approval Hearing
Final Approval Hearing	February 4, 2027, 9:30am[1]	A date set by the Court no earlier than 100 days from the date of Preliminary Approval

12. **Class Counsel Fees and Expenses; Service Awards.** The Court will separately consider a request for a reasonable award of attorneys' fees, plus expenses, for Class Counsel, and Service Awards to the named Plaintiffs. Class Counsel will file a motion requesting an award of reasonable attorneys' fees, expenses, and Service Awards by the deadline set forth above. As provided in the Settlement Agreement, Class Counsel may seek attorneys' fees of no more than one-third (33.33%) of the Settlement Fund plus reasonable litigation expenses, and Service Awards of up to $10,000 for the named Plaintiffs, all payable from the Settlement Fund.

13. **Effect of Termination of Settlement.** In the event that the Settlement is not finalized or is terminated pursuant to the terms of the Settlement Agreement, this Order shall be rendered null and void and shall be vacated nunc pro tunc, and this action shall proceed as provided in the Settlement Agreement.

Dated: October 6, 2026

Judge Shana Frost Matini
Superior Court of the District of Columbia

[1] Parties may appear in person in Courtroom 130 or remotely at https://dccourts.webex.com/meet/ctb130. The status hearing scheduled for October 29, 2026 is vacated and all prior pending motions are denied without prejudice as moot.