

NOTICE OF SETTLEMENT OF COLLECTIVE ACTION LAWSUIT

<<MERGED Name>>

<<MERGED Address>>

<<MERGED City State Zip code>>

Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida

If you worked for Olympus America (“Olympus”) as a sales representative, however variously titled, including as a Territory Manager, Associate Territory Manager, or Sales Specialist (collectively, “Sales Representatives”), you may be entitled to a payment from the settlement of a collective action lawsuit if you complete and return the enclosed form.

A state court authorized this notice. This is not a solicitation from a lawyer.

- This notice pertains to any Olympus employee who, as a Sales Representative, engaged in new hire sales training during their initial period of employment, at any time (i) in California between December 9, 2020 through July 7, 2025; and/or (i) anywhere else in the United States between July 1, 2022 through July 7, 2025 (the “Covered Period”).
- A former Sales Representative known as the “Plaintiff” has sued Olympus in a lawsuit filed as a collective action under the Fair Labor Standards Act (“FLSA”) in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida. The lawsuit is known as *Sorensen v. Olympus America*, Case No. 2025-CA-007614-O. The lawsuit alleges that Olympus, referred to as either “Olympus” or “Defendant,” misclassified Sales Representatives as overtime-wage exempt (i.e., salary-paid) employees while they were engaged in new hire sales training and, during that time, were not paid overtime compensation due to them when they worked in excess of 40 hours per week to complete training, including time spent reviewing training materials and studying for training exams and quizzes from home. Plaintiff alleges that Defendant therefore failed to pay Plaintiff and other Sales Representatives properly for all overtime hours they worked while engaged in new hire sales training.
- Olympus denies the allegations in the lawsuit and maintains that it at all times properly classified its Sales Representatives as exempt during training, just as they were properly classified as exempt during the remainder of their employment. Olympus further denies that Sales Representatives worked more than forty hours a week during their initial training period, and Olympus contends that it properly compensated its Sales Representatives at all times. The parties have entered into this settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expense. The Court has not made any ruling on the merits of the Plaintiff’s claims, and no party has prevailed in this action.
- Under the allocation formula created by the settlement, you are estimated to receive approximately \$<<MERGED_ClassAward>>., subject to deductions for applicable taxes. This amount is based on the number of weeks you worked for Olympus as a Sales Representative engaged in new hire sales training during the time period covered by this settlement, according to Olympus’s records and good faith estimates. The final amount to which you may be entitled may be higher or lower than the estimated amount.

Your legal rights may be affected, and you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
RETURN THE CONSENT FORM	By returning a properly completed Consent to Join and Release Form, you agree to participate in the settlement, receive a monetary settlement payment, and release your claims.
DO NOT RETURN THE CONSENT FORM	If you do not wish to participate in, or be bound by, the settlement, you should not return the Consent to Join and Release Form. If you do not timely return a properly completed Consent to Join and Release Form, you will not participate in or be bound by the settlement and will not receive a monetary settlement payment.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.

BASIC INFORMATION

1. What is a collective action?

In a “Collective Action,” one or more people called “Named Plaintiffs” sue on behalf of people who have similar claims. The other Sales Representatives who have similar claims who opt in to the Collective Action will become “Collective Members.” You may opt in to the Collective Action and participate in the settlement of the lawsuit by signing and returning the enclosed Consent to Join and Release Form.

2. Why is there a settlement?

The Judge has not decided who will win the lawsuit. So, *all* parties run the risk of losing. **This settlement is a compromise.** It allows both sides to avoid the costs, delays, and risks of further litigation. In reaching this settlement, Olympus denies that it violated any laws, and continues to assert that its pay practices were and are entirely legal.

BENEFITS – WHAT YOU GET

3. What does the settlement provide?

Olympus has agreed to pay up to \$495,000.00 into a fund to pay Collective Members’ settlement payments (including Collective Members’ share of applicable federal, state and local taxes), Court-approved attorneys’ fees and costs of \$174,715.80, Court-approved General Release Payments totaling \$10,000 to two General Release Payment Recipients in exchange for a full general release of their individual claims, and the fees and costs of the Settlement Claims Administrator. Olympus has agreed to pay the Settlement Claims Administrator’s fees and costs separately in addition to the fund.

After deducting the Court-approved attorneys’ fees and costs, Court-approved General Release Payments, and the fees and costs of the Settlement Claims Administrator, the remaining amount will be divided among current and former Sales Representatives who are covered by the settlement, based on the number of weeks they worked while engaged in new hire sales training during the period covered by the settlement. **Settlement checks which are not cashed within 120 days of issuance will be null and void.**

4. How much will my payment be and how was it calculated?

Based on the formula that has been approved by the Court, in exchange for properly executing and timely returning your Consent to Join and Release Form, you are estimated to receive approximately \$<<MERGED_ClassAward>>,, half of which is subject to deductions for applicable taxes and withholdings like any other paycheck, and for which you will receive a W-2; and half of which will be reported on an IRS Form 1099. The final amount to which you may be entitled may be higher or lower than the estimated amount.

The settlement allocation formula takes into account the number of weeks you worked as a Sales Representative engaged in new hire sales training during the period covered by the settlement according to Olympus’s records. The Settlement Agreement contains the exact allocation formula. You may obtain a copy of the Settlement Agreement by following the instructions in Paragraph 9, below.

5. What if I do not want to participate?

If you do not wish to participate, or do not wish to be bound by the settlement, do not return the claim form.

HOW YOU GET A PAYMENT

6. How can I get my payment?

To get your payment, you must fully complete the enclosed Consent to Join and Release Form and mail it in the enclosed envelope to the Settlement Claims Administrator postmarked no later than December 2, 2025. You may also e-mail or fax the Consent to Join and Release Form to the Settlement Claims Administrator, or submit it electronically online at www.OlympusCollectiveAction.com, so that it is received no later than December 2, 2025. The Settlement Claims Administrator’s complete contact information is:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: claims@ilymgroup.com

If you return a properly completed Consent to Join and Release Form to the Settlement Claims Administrator by the deadline, you will be sent a settlement check after all appeals have been exhausted.

7. When will I get my payment?

You will be sent a check within approximately five months of submitting your Consent to Join and Release Form. Please be patient.

8. What am I giving up to get a payment and join the Collective?

You will not become a member of the Collective Action and participate in the settlement unless you return a properly completed Consent to Join and Release Form by the deadline. Once you become part of the Collective Action, you cannot sue, continue to sue, or be a party in any other lawsuit against Olympus about any of the claims at issue in this case or any other federal, state and/or local wage and hour claims. Specifically, you will release Olympus and its past and present subsidiaries, affiliates, parents and joint venturers and each of their past and present officers, directors, employees, attorneys, benefit plans, plan administrators, and agents, as well as each entity's or individual's successors and assigns (collectively the "Released Parties") from: any and all wage and hour claims under any and all statutes, regulations, ordinances, or common law theories relating in any way to your classification or compensation as a Sales Representative during training, relating back to the full extent of the Relevant Period and continuing through July 7, 2025, including, without limitation, all state and federal claims for unpaid overtime wages, and related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses. It also means that all of the Court's orders will apply to you and legally bind you.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

The Court has decided that the lawyers at the law firm of the Shavitz Law Group, P.A. are qualified to represent you and all Collective Action Members. These lawyers are called "Plaintiffs' Counsel." You will not be charged for these lawyers. You can find more information about Plaintiffs' Counsel at: www.shavitzlaw.com.

Otherwise, if you have any questions, you may contact Plaintiffs' Counsel at:

Gregg I. Shavitz
Paolo Meireles
Tamra C. Givens
Shavitz Law Group, P.A.
622 Banyan Trail, Suite 200
Boca Raton, FL 33431
Telephone: (561) 447-8888
SLG@shavitzlaw.com

You do not need to retain your own attorney in order to participate in the settlement. However, if you want to be represented by your own lawyer, you may hire one at your own expense.

10. How will the lawyers be paid?

The Court has approved payment of \$165,000.00 for attorneys' fees for Plaintiffs' Counsel. These fees will compensate Plaintiffs' Counsel for investigating the facts, litigating the case, and negotiating the settlement. The Court also has approved reimbursement to Plaintiffs' Counsel of \$9,715.80 for their out-of-pocket costs.

GETTING MORE INFORMATION

11. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in a Settlement Agreement. If there is any discrepancy between this notice and the Settlement Agreement, the terms of the Settlement Agreement will control. You can view a copy of the Settlement Agreement at www.OlympusCollectiveAction.com, or you can obtain a copy of the Settlement Agreement by sending a request in writing, to the Settlement Claims Administrator at the contact information listed in Paragraph 6, above. Alternatively, you can contact your lawyers at Shavitz Law Group, P.A. at the contact information listed at Paragraph 9, above.

DATED: October 3, 2025