

Exhibit II to Notice of Class Settlement – release language

Releases by Qualified Claimants. Upon the entry of the Final Order and Judgment, each Qualified Claimant, including any entities owned, controlled or managed in whole or in part by a Qualified Claimant, and all managers, officers, owners, shareholders, and agents of a Qualified Claimant, shall fully release Settling Defendants, as defined above, of any and all wage and hour that were asserted in the Action or could have been asserted based on the facts alleged, including: statutory or common law claims under Connecticut or any state or local law, that accrued or accrue prior to the date of the Order Granting Preliminary Approval, including claims under any legal theory for failure to pay minimum wage, failure to pay overtime compensation, failure to pay for all hours worked, failure to provide meal and rest periods, failure to timely pay wages or compensation or final wages or compensation, failure to reimburse or pay for business expenses, making illegal deductions from wages or compensation, failure to furnish accurate wage statements or other notices, failure to keep accurate records, and any and all claims for recovery of compensation, overtime pay, minimum wage, premium pay, employment benefits, out-of-pocket expenses, and/or penalties, claims under the Employee Retirement Income Security Act (“ERISA”) that are related or derivative of the claims released in this Paragraph; other penalties; related tort and punitive, treble, and liquidated damages/claims; claims for interest and/or prejudgment interest; claims for unjust enrichment and for negligent, fraudulent or intentional misrepresentation, and/or violations of any other state or local statutory and common law (“Qualified Claimant Release”).

In addition, any Qualified Claimant who or that cashes a settlement check shall (a) fully release and discharge Settling Defendants from any and all FLSA claims through the date of the Order Granting Preliminary Approval, including claims under any legal theory for failure to pay minimum wage, failure to pay overtime compensation, and/or failure to pay for all hours worked; and (b) if a Current Distributor, be deemed to have executed and agreed to be bound by the terms of the Revised Consignment Agreement.

This Settlement Class Release is intended to include in its effect all claims identified in this Settlement Agreement, including claims that each Qualified Claimant does not know or suspect to exist in his or her or its favor against Settling Defendants at the time of the release. The Qualified Claimant Release shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits that he or she or it may otherwise have had relating to the claims identified in this Paragraph.

For the purpose of implementing a full and complete release as to the wage and hour claims released by the Qualified Claimant Release, each Qualified Claimant shall expressly waive and relinquish all rights and benefits he or she or it may have, as well as under any other statutes or common law principle of similar effect which provides any remedy of any kind, and acknowledge that the Qualified Claimant Release is intended to include the discharge of all claims which the Qualified Claimant does not know or suspect to exist at the time this Agreement is effective. The Qualified Claimant will agree and acknowledge that this is a knowing and voluntary waiver.