

SETTLEMENT AND RELEASE AGREEMENT

1. INTRODUCTION

1.1. Blue Sky Forever and Vida Divina Worldwide, Inc.:

This Settlement Agreement is entered into by and between Blue Sky Forever (“BSF”), represented by its attorneys KJT Law Group, LLP on the one hand, and Vida Divina Worldwide, Inc. (“Vida Divina”), on the other hand, with BSF and Vida Divina collectively referred to as the “Parties.”

1.2. General Allegations

BSF alleges that Vida Divina manufactured, distributed, and offered for sale in the State of California, products containing lead and that such sales have not included warnings pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code sections 25249.6 *et seq.* ("Proposition 65"). California has identified and listed lead under Proposition 65 as a chemical known to the State of California to cause cancer, birth defects or other reproductive harm.

1.3. Product Description

The product covered by this Settlement Agreement is defined as Vida Divina – Café Divina – Est. 2016 – Latte Verde – Premium Coffee – Infused with Reishi – UPC #: 8 56195 00876 1 (“the Covered Product”). BSF alleges that Vida Divina has sold, offered for sale, manufactured, or distributed the Covered Product in California, and that the Covered Product required, but did not carry, a Proposition 65 warning.

1.4. Notice of Violation

On December 1, 2025, BSF served Vida Divina and the requisite public enforcement agencies eligible to initiate Proposition 65 actions on behalf of the People of the State of

California with documents entitled "60-Day Notice of Violation" ("Notice") alleging that Vida Divina was in violation of California Health & Safety Code section 25249.6 for failing to warn consumers and customers that the Covered Product exposed users in California to lead. To the best of the Parties' knowledge, no public enforcer has commenced or is diligently prosecuting the allegations set forth in the Notice.

1.5. No Admission

The Parties enter into this Settlement Agreement to settle disputed claims between them as set forth herein. Vida Divina denies the material, factual, and legal allegations contained in BSF's Notice and maintains that all products that it has placed for sale and distribution in California, including the Covered Product, have been and are in compliance with Proposition 65 and all applicable California statutes and regulations. Nothing in this Settlement Agreement shall be construed as an admission by Vida Divina of any fact, finding, conclusion, issue of law, or violation of law; nor shall compliance with this Settlement Agreement constitute or be construed as an admission by Vida Divina of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Vida Divina. However, nothing in this section shall diminish or otherwise affect the obligations, responsibilities, and duties of Vida Divina under this Settlement Agreement.

1.6. Effective Date

For purposes of this Settlement Agreement, the term "Effective Date" shall mean the date this Settlement Agreement is fully executed.

2. INJUNCTIVE RELIEF

Vida Divina no longer manufactures, distributes, or sells the Covered Product in the United States and does not currently intend to do so in the future.

If, in the future, Vida Divina manufactures, distributes, or sells the Covered Product in the United States, it shall not sell in or distribute the Covered Product for sale in the State of California unless the product is compliant with Proposition 65. Specifically, Vida Divina will not sell the Covered Product to consumers in California or distribute the Covered Product for sale in California unless the Covered Product is (1) reformulated such that it no longer contains lead in an amount that requires a Proposition 65 warning label, or (2) the package carries a fully compliant Proposition 65 warning, as set forth with Section 2.2, below.

The injunctive relief set forth in this section shall only be required as to Covered Products that are sold or shipped out to consumers, retailers, or distributors in California after the Effective Date. No Proposition 65 warning for lead shall be required as to any Covered Products that are already in the stream of commerce as of the Effective Date.

2.1. Distribution in the State of California

For purposes of this Settlement Agreement, the parties agree that the terms “distribute the Covered Product for sale in California” and “distribution in the State of California” shall mean to directly ship a Covered Product into California for sale in California or to sell a Covered Product to a distributor that Vida Divina knows or has reason to know will sell the Covered Product in California.

2.2. Reformulation Option

As stated above, Vida Divina no longer manufactures, distributes, or sells the Covered Product in the United States and does not currently intend to do so in the future.

If, in the future, Vida Divina does sell or distribute the Covered Product in the State of California, it may comply with the terms of this Settlement Agreement by formulating the

Covered Product such that it contains less lead than the MADL as set forth by OEHHA (“the Reformulation Standard”), currently 0.5 micrograms of lead per day.

The lead level shall be calculated using the following formula: micrograms of lead per gram of product, multiplied by grams of product per serving of the product (using the largest serving size appearing on the product label), multiplied by servings of the product per day (using the largest number of recommended daily servings appearing on the label), which equals micrograms of lead exposure per day. If the label contains no recommended daily servings, then the number of recommended daily servings shall be one.

The Reformulation Standard shall be based on, and no stricter than, the level required to comply with Proposition 65, the regulations promulgated thereunder, and the interpreting law applicable at the time of such future sales and/or distribution of the Covered Product in California.

2.3. Warning Label Option

As stated above, Vida Divina has no plans or current intention to sell or distribute the Covered Product in the California. If, in the future, Vida Divina does sell or distribute the Covered Product in the State of California, Vida Divina shall include a compliant Proposition 65 warning label on the package (“Warning”). The only exception to this requirement is where the Covered Product satisfies the Reformulation Standard set forth in Section 2.2, above.

(a) Placement

The Warning shall be securely affixed to or printed upon the label of each Covered Product. For purposes of this Settlement Agreement, the term “label” means a display of written, printed or graphic material that is printed on or affixed to a Covered Product or its immediate container or wrapper. The Warning must be set off from other surrounding information and

enclosed in a box. If consumer information on the package is in a foreign language, the warning must also be provided in the foreign language.

(b) Required Language

The text of the warning must include the language in one of the three options below.

Option 1:

WARNING: Consuming this product can expose you to chemicals including lead, which is known to the State of California to cause [cancer and], birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov/food.

Option 2:

WARNING: Can expose you to lead, a [carcinogen and] reproductive toxicant. See www.P65Warnings.ca.gov/food.

Option 3:

WARNING: Risk of [cancer and] reproductive harm from exposure to lead. See www.P65Warnings.ca.gov/food.

Vida Divina shall use the phrase "cancer and" or "carcinogen and" in the Warning if the exposure level is greater than 15 micrograms of lead per day.

(c)

In the event that the Office of Environmental Health Hazard Assessment ("OEHHA") promulgates one or more regulations requiring or permitting warning text and/or methods of transmission different than those set forth above, Vida Divina shall be entitled to use, at its discretion, such other warning text and/or methods of transmission without being deemed in breach of this Agreement.

(d) Internet Sales

In addition, for any Covered Product sold by Vida Divina over the internet to California purchasers, the relevant Warning shall comply with the requirements of 27 Cal. Code Regs. § 25602(b), effective August 30, 2018. The Warning shall appear on the checkout page in full text or through a clearly marked hyperlink using the word "WARNING" in all capital and bold letters when a California delivery address is indicated for any purchase of any Covered Product. If a hyperlink is used, the hyperlink must go directly to a page prominently displaying either the Option 1 Warning, the Option 2 Warning, or the Option 3 Warning without content that detracts from the Warning. An asterisk or other identifying method must be utilized to identify which products on the checkout page are subject to the Warning.

(e) Warnings By Notice to Businesses Who Sell or Receive the Covered Products.

For purposes of this Settlement, Vida Divina may also satisfy the warning requirement by complying with the requirements of 27 Cal. Code Regs. §25600.2 including providing the required information to any business or retailer that is subject to Proposition 65, to which it sells or transfers the Covered Products.

3. PENALTIES PURSUANT TO HEALTH & SAFETY CODE SECTION 25249.7(b)

In settlement of all the claims referred to in this Settlement Agreement, Vida Divina shall pay a civil penalty of \$2,500.00 to be apportioned in accordance with California Health & Safety Code section 25249.12(c)(1) & (d), with 75% of the funds (\$1,875.00) remitted to the OEHHA and the remaining 25% of the penalty (\$625.00) shall be remitted to BSF. Vida Divina shall make these payments on or before the date that is ten (10) business days after the Effective Date, at which time such payments shall be made as follows:

(a) The \$625.00 payment owed to BSF shall be delivered by the way of wire transfer to the following payment address:

Beneficiary: Blue Sky Forever
US Bank Routing Number: 122235821
US Bank Account Number: 157534179856
Beneficiary Address: 1142 W Orangethorpe Avenue, Fullerton, CA 92833-4743

(b) The \$1,875.00 payment owed to OEHHHA shall be delivered directly to OEHHHA at the following addresses:

For United States Postal Delivery:

Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
P.O. Box 4010
Sacramento, CA. 95812-0410

For Non-United States Postal Service Delivery:

Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
1001 I Street, MS #19B
Sacramento, CA 95814.

4. REIMBURSEMENT OF FEES AND COSTS

The Parties reached an accord on the compensation due to BSF and its counsel under the private attorney general doctrine and principles of contract law codified at California Code of Civil Procedure (CCP) § 1021.5, for all work performed through the mutual execution of this agreement. More specifically, Vida Divina shall pay the total amount of \$16,000 for attorney's fees, expert fees, and investigation costs related to this matter and the Notice. Vida Divina shall mail a check payable to "KJT Law Group," via certified mail on or before the date that is ten (10) business days after the Effective Date, at which time such payment shall be made as follows:

All payments owed to BSF's counsel shall be delivered via check or by way of wire transfer to:

KJT LAW GROUP LLP
Maryland Avenue, Suite 306
Glendale, CA 91206.

5. RELEASE OF ALL CLAIMS

5.1. Release of Vida Divina, Downstream Customers and Upstream Vendors

In further consideration of the promises and agreements herein contained, and for the payments to be made pursuant to Sections 3 and 4 above, BSF, on behalf of itself, its past and current agents, representatives, attorneys, successors and/or assignees, hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action and releases all claims relating to the Covered Product, including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses (including, but not limited to, investigation fees, expert fees and attorneys' fees) against Vida Divina, its equity owners, parent companies, corporate affiliates, subsidiaries, predecessors, successors and assigns (collectively "Releasees") and each of its distributors, wholesalers, licensors, licensees, auctioneers, and retailers for any and all claims based on their alleged or actual failure to warn about alleged exposure to lead in relation to the Covered Product that were allegedly manufactured, distributed, sold and/or offered for sale by Vida Divina (either directly or through the Releasees) in California through the Effective Date. The Release shall also cover any Covered Products that were in the stream of commerce prior to the Effective Date. The release provisions shall not extend to businesses that are subject to Proposition 65 to which Vida Divina provided notice pursuant to 27 Cal. Code Regs. §25600.2.

It is possible that other claims not known to the Parties arising out of the facts alleged in the Notice and relating to the Covered Product will develop or be discovered. This Settlement Agreement is expressly intended to cover and include all such claims up through the Effective

Date. BSF, in its capacity, expressly waives and relinquishes any and all rights and benefits which it may have under, or which may be conferred on it by the provisions of California Civil Code section 1542 as well as under any other state or federal statute or common law principle of similar effect, to the fullest extent that it may lawfully waive such rights or benefits pertaining to the released matters.

5.2. Public Benefit

It is the intent of Vida Divina that to the extent any other private party initiates any action alleging a violation of Proposition 65 with respect to Vida Divina and/or the Releasees relating to the Covered Products they have manufactured, distributed, sold, or offered for sale in California and that are subject to this Settlement, such private party action would not confer a significant benefit on the general public provided that Vida Divina is in material compliance with this Settlement Agreement.

5.3. Enforcement of Settlement Agreement.

Any party may file suit before the Superior Court of the County of Los Angeles to enforce the terms and conditions contained in this Settlement Agreement. The prevailing party shall be entitled to its reasonable attorneys' fees and costs associated with such enforcement.

5.4. SEVERABILITY

If, subsequent to the execution of this Settlement Agreement, any provision of this Settlement Agreement is deemed by a court to be unenforceable, the validity of the remaining provisions shall not be adversely affected.

6. GOVERNING LAW

The terms of this Settlement Agreement shall be governed by the laws of the State of California and apply within the State of California.

7. NOTICES

Unless specified herein, all correspondence and notices required to be provided pursuant to this Settlement Agreement shall be in writing and personally delivered or sent by: (i) first-class, (registered or certified mail) return receipt requested; (ii) overnight courier; or (iii) by email to designated agent of Party indicated below, on any party by the other party at the following addresses:

For Vida Divina:	Jennifer Gross, Esq. Olsson Frank Weeda Terman Matz PC 2000 Pennsylvania Avenue NW, Suite 4003 Washington, DC 20006 jgross@ofwlaw.com
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For BSF:	Tro Krikorian, Esq. KJT Law Group, LLP 230 N. Maryland Ave., Suite 306 Glendale, CA 91206 tro@kjtlawgroup.com
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Any party, from time to time, may specify in writing to the other party a change of address to which all notices and other communications shall be sent.

8. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)

BSF and its attorneys agree to comply with the reporting form requirements referenced in California Health and Safety Code section 25249.7(f).

9. COUNTERPARTS; FACSIMILE/E-SIGNATURES

This Settlement Agreement may be executed in counterparts and by facsimile or e-signatures, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

10. ENTIRE AGREEMENT

This Settlement Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and all related prior discussions,

negotiations, commitments, and understandings. No other agreements, oral or otherwise, exist to bind either of the Parties.

11. MODIFICATION

This Settlement Agreement may be modified only by a written agreement signed by the Parties.

12. DRAFTING

No inference, assumption or presumption shall be drawn, and no provision of this Agreement shall be construed against any of the Parties, based upon the fact that one of the Parties and/or one of the Parties' attorneys prepared and/or drafted all or any portion of this Agreement. It is conclusively presumed that the Parties participated equally in the preparation and drafting of this Agreement.

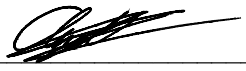
13. AUTHORIZATION

The undersigned are authorized to execute this Settlement Agreement on behalf of the respective Parties and have read, understood, and agree to all of the terms and conditions of this Settlement Agreement.

IN WITNESS WHEREOF, the Parties have agreed, accepted, and executed this Agreement on the date written.

Executed on 8/3/2026

BLUE SKY FOREVER

By: 
Anthony Nguyen
President

Executed on 07/21/2026

VIDA DIVINA WORLDWIDE, INC.

By: *Yvette Gonzalez*
Yvette Gonzalez
Executive Vice President