

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release is entered into on July 14, 2021 by and between FORTY-NINER SHOPS, INC., CALIFORNIA STATE UNIVERSITY LONG BEACH (Forty-Niner Shops or Forty-Niner Shops/CSULB), CHRISTIANNE M. TABELLARIO, and CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM ("CalPERS"), regarding the final compensation calculation including Bonus Pay as reported by Forty-Niner Shops/CSULB to CalPERS. The listed entities and individuals may be individually referred to herein as a Party or collectively as the Parties.

RECITALS

1. CalPERS manages a defined benefit plan for California state employees and employees of contracting public agencies. The amount of a member's service retirement allowance is calculated by applying a percentage figure based upon member's age on the date of retirement, to member's years of service and member's final compensation. Final compensation is a function of member's highest compensation earnable which consists of member's payrate and any special compensation. In computing a member's retirement allowance, CalPERS may review salary reported by the employer for the member to ensure that only those items allowed under California Public Employees Retirement Law (PERL) will be included in member's final compensation for purposes of calculating retirement allowance.
2. Forty-Niner Shops, Inc., California State University Long Beach is a public



11. On April 20, 2020, Forty-Niner Shops disagreed with the audit finding on Bonus Pay.

12. On June 25, 2020,

will retire from Forty-

This Agreement may not be altered, amended, modified or otherwise changed in any respect whatsoever except by a writing duly executed by the Parties and/or their authorized representatives.

12. Severability.

Should any provision of this Agreement be declared by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, or provision shall be deemed not to be a part of this Agreement provided that the material consideration received by either Party is not defeated.

13. Governing Law and Venue.

This Settlement Agreement and General Release shall be construed and enforced with, and governed by, the laws of the State of California. Any action or proceeding brought for the purpose of enforcing this Agreement shall be governed by the laws of the State of California, including but not limited to the Public Employees' Retirement Law, California Government

17. Execution in Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same instrument. Copies of each signed counterpart may be used in lieu of the originals for any purpose. Facsimile or scanned signatures of the Parties shall have the effect of original signatures.

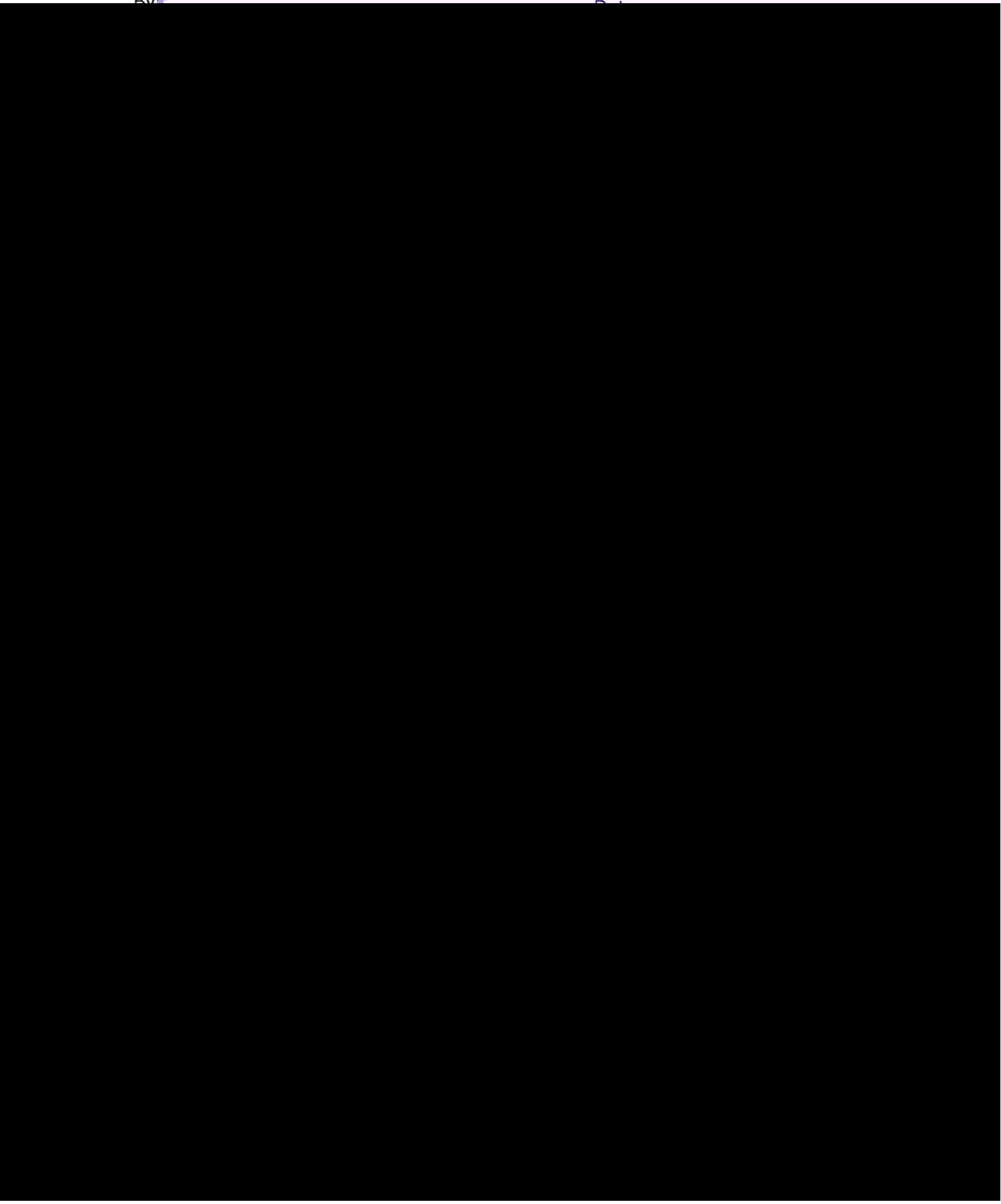
BY AFFIXING HIS OR HER SIGNATURE BELOW, EACH OF THE PERSONS SIGNING THIS AGREEMENT REPRESENTS THAT HE/SHE HAS READ AND UNDERSTANDS THIS AGREEMENT, THAT HE/SHE IS AUTHORIZED TO SIGN THIS AGREEMENT, AND THAT THE PARTY ON BEHALF OF WHOM HE/SHE SIGNS THIS AGREEMENT AGREES TO BE BOUND BY ITS TERMS.

IN WITNESS THEREOF, the Parties have signed this Agreement the day and year written next to their signatures below in a manner fully binding upon them.

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By

Dr





WAIVER AND DISMISSAL

CalPERS
Legal Office
PO Box 942707
Sacramento, CA 94229-2707

In exchange for CalPERS waiver of any claims regarding my receipt of Bonus Pay compensation (pursuant to Forty-Niner Shops Inc. Incentive Plan Summary) and its inclusion in the calculation of my retirement allowance, and in exchange for other consideration in this Agreement, I hereby waive my right to assert in any forum, whether in law or equity, any future claim that is related to the inclusion of Bonus Pay in the calculation of my retirement allowance.

Name:
Address:
SSN or CalPERS ID:

Date: _____

