

## SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE

This Settlement Agreement and General Release (“Agreement”) is made and entered into by and between Matthew Garrett (“Garrett”), the Kern Community College District (“District”), with reference to the following terms. Garrett and the District are referred to individually as a “Party” or collectively as “Parties.”

### RECITALS

- A. The District employed Garrett as a tenured faculty member in the Social Sciences Department at Bakersfield College.
- B. Garrett filed a Complaint on May 25, 2021, in the United States District Court for the Eastern District of California, *Garrett et al. v. Hine et al.*, Case No. 1:21-CV-00845 KES-CDB alleging, among other things, a violation of his civil rights under 42 U.S.C. section 1983 (“Civil Action”);
- C. On April 13, 2023, the District Board of Trustees took action to terminate Garrett’s employment (“District Action”). The District Action proceeded to a hearing before the Office of Administrative Hearings, *In the Matter of the Proceeding to Dismiss Matthew Garrett*, OAH Case No. 2023070191. That hearing took place on twenty-one days between March 4, 2024 and May 22, 2024. The Administrative Law Judge has not yet issued a ruling in that hearing.
- D. In addition to the Civil Action and the administrative hearing before the OAH, Garrett has filed complaints against the District and its employees and complaints have been filed against Garrett. The District denies any liability whatsoever, and the Parties each deny fault in all of the complaints against each other. In lieu of going forward with Garrett’s administrative hearing, going forward with any complaints, and continuing litigation in the Civil Action, the Parties have agreed to resolve all issues related to Garrett’s employment status with the District, and avoid incurring further cost, expense, and disruption incident to any further proceedings. The Parties further desire to achieve a full and complete settlement of all issues and claims related to Garrett’s employment.

NOW THEREFORE, and in consideration for the promises contained herein, the Parties hereto agree as follows:

- 1. The Parties understand and agree that they are entering into this Agreement to bring an end to all disputes or claims arising from Garrett’s employment with the District.
- 2. This Agreement and performance of the terms of this Agreement is not an admission of any wrongdoing or liability by either the District or Garrett. The District and Garrett specifically disclaim any liability to, or wrongful acts against one another.

3. Garrett agrees to resign from his employment with the District effective April 13, 2023. Garrett's resignation is deemed accepted and shall become immediately irrevocable. Garrett's letter of resignation is attached to this Agreement as Exhibit "A."
4. The District will pay Garrett the total sum of two million four hundred thousand dollars (\$2,400,000.00) in settlement of all outstanding disputes between the Parties ("Settlement Payment"). The Settlement Payment shall be paid as follows:
  - a. The first settlement check shall be made payable to "Metropolitan Tower Life Insurance Company," pursuant to Exhibit B, attached hereto, for the benefit of Matthew Garrett in the amount of two million two hundred forty-five thousand four hundred eighty dollars (\$2,245,480.00). A W-9 for Metropolitan Tower Life Insurance Company will be provided to the District. The check represents a settlement by the Parties of Garrett's alleged general and emotional distress damages resulting from the conduct alleged in the Civil Action and that Garrett alleges he suffered from the District Action. This settlement check is not based upon contractual damages of any kind and is not compensation or wages (front or back pay). It is understood and agreed that the total amount of this settlement check shall not be subject to any withholdings or deductions.
  - b. As compensation for back wages and medical benefits since Garrett's dismissal, the District will issue Garrett a one-time payment of one hundred fifty-four thousand five-hundred-twenty dollars (\$154,520.00).
    - i. Garrett agrees he has no further claims against the District regarding lost wages, lost medical benefits, or lost pension service credit, or any other claim owed to him resulting from the District Action on April 13, 2023.
    - ii. The District will make all usual payroll deductions, including, but not limited to deductions under FICA (Social Security), federal unemployment tax, federal withholding, state withholding, and all other state or federally required deductions associated with the payment of wages.
  - c. The Settlement Payment above represents the full and complete settlement of all of Garrett's claims and appeals as specified in this Agreement. The Settlement Payment represents a settlement by the Parties of all of Garrett's purported damages, including his alleged attorneys' fees and costs, allegedly incurred in connection with the Civil Action and the administrative hearing before the OAH. Garrett agrees the Settlement Payment shall constitute the entire consideration provided to him under this Agreement, and he will not seek any further compensation for any claimed damages, costs, or attorneys' fees in connection with the matters encompassed in this Agreement.
  - d. Garrett understands and agrees that the District will report the amount of the lump sum payment to state and federal taxing authorities as required by the tax laws.

The District will make these payments provided that counsel for the District has received:

1. The original of this Agreement executed by Garrett;
  2. IRS Form W9 from Garrett; and
  3. Provided that Garrett otherwise fulfills his obligations under this Agreement.
- e. The District will make the payments in this paragraph within 45 days after the date the Board approves this Agreement. The Board shall convene to consider the Agreement within 14 calendar days from the date Garrett executes this Agreement.
5. The District takes no position as to how Garrett characterizes the amounts in Paragraph 4, above. Garrett understands and agrees that District is providing no tax or legal advice, and makes no representations regarding tax obligations or consequences, if any, related to this Settlement Agreement and General Release. Garrett further agrees that he will assume and is solely responsible for all tax obligations, if any, that may arise because of this Agreement, and shall not seek indemnification from District in this regard. If any governmental entity makes any claim or assessment against District for any amount such entity contends should have been reported or deducted from the sum paid on behalf of Garrett as set forth in Paragraph 4 or paid as tax including, but not limited to, any deductions under FICA (Social Security), federal unemployment tax, federal withholding, and any other law, state or federal, requiring deductions from the payment of wages, then Garrett agrees to indemnify District and hold it harmless from any such amount and any costs, assessments, fines, penalties, interest, attorneys' fees, or other damages or expenses incurred by District in connection with such claim or assessment.
  6. The District will withdraw the Kern Community College District Administrative Determination it issued to Garrett in 2020 regarding complaints of unlawful activity against faculty employees at Bakersfield College, the 90-day Notice alleging unprofessional conduct issued in 2022, and the 2023 Statement of Charges against Garrett and revise District records to reflect that Garrett voluntarily resigned his employment from the District. The District agrees to seal all documents related to the District Action, including the Statement of Charges and the 90-day Notice of Unprofessional Conduct issued November 21, 2022, in an envelope in Garrett's personnel file with a notation that the envelope may only be accessed with the authorization of the Vice Chancellor of Human Resources, with Garrett's consent, pursuant to a valid subpoena or other court order, or as otherwise required by law.
  7. Upon receipt of the Settlement Payment, Garrett will promptly dismiss his claims, with prejudice, in the Civil Action, and will dismiss the pending administrative hearing before the OAH. Garrett represents that, other than the Civil Action, neither he nor any agent acting on his behalf has initiated litigation or any administrative proceeding with regard to his employment with the District. Garrett further represents that neither he nor any

agent acting on his behalf will initiate any litigation or administrative proceeding in the future concerning any claim released hereunder.

8. Garrett acknowledges that, upon full performance by District of the terms of this Agreement, the District has paid all sums owed to him by the District.
9. Each Party agrees to do all things, execute, and deliver all instruments and documents necessary to fulfill and effect the provisions of this Agreement and to protect the respective rights of the Parties to this Agreement.
10. The Parties agree that, with the exception of their respective attorneys, financial advisors, and Garrett's immediate family members (spouse, parents, children), the terms of this Agreement are completely confidential to the extent permitted by law and will not be communicated to any third party, including, but not limited to, any members of the media. Notwithstanding the foregoing language, this provision shall not prevent Garrett from stating that his employment has not been terminated or that he has voluntarily resigned, and that the terms of this settlement are otherwise confidential. Nothing in this provision shall prevent or restrict the Parties from performing any act required by law.

Notwithstanding the foregoing language, this provision shall not prevent Garrett from disclosing factual information regarding discrimination claims, as permitted under Code of Civil Procedure section 1001; however, any such disclosures shall not include the amount paid to him pursuant to this Agreement. If Garrett makes any such claim or disclosure, the District may respond. If the District makes any such claim or disclosure, Garrett may respond. Notwithstanding the foregoing language, Garrett and the District may make such disclosures as are required by court order, law, and as necessary for legitimate law enforcement or compliance purposes.

11. In consideration of the covenants mutually and individually undertaken herein:
  - a. Garrett, his agents, assigns, successors-in-interest, and any other person acting by, through, under, or in concert with any of them hereby irrevocably and unconditionally releases the District, and any and all of its current and former agents, assigns, attorneys, executives, managers, officers, trustees, successors-in-interest, employees, and any other person acting by, through, or in concert with them, from any and all charges, complaints, claims, allegations, actions, causes of action, liabilities, obligations, costs, controversies, damages, rights of any nature whatsoever, known or unknown, suspected or unsuspected, which Garrett presently has or might have, or which Garrett at any time heretofore had or might have had, claimed to have, or may claim to have, against the District or any or all of its agents, assigns, attorneys, executives, managers, officers, trustees, current or former employees, successors-in-interest, or any other person at the District acting by, through, under, or in concert with any of them which were raised or might have been raised with regard to his employment and any and all facts and circumstances that have occurred as of the date of this Agreement, including but not limited to all the claims related or in any manner incidental to Garrett's

employment with the District. Garrett does not release any Government Code section 825 rights he may have.

This Agreement does not limit Garrett's ability to bring an administrative charge with an administrative agency, but Garrett expressly waives and releases any right to recover any type of personal relief from the District, including monetary damages, in any administrative action or proceeding, whether state or federal, and whether brought by Garrett or on Garrett's behalf by an administrative agency, related in any way to the matters released herein.

- b. The District hereby irrevocably and unconditionally releases Garrett, and any and all of his agents, successors-in-interest, and any other person acting by, through, or in concert with them, from any and all charges, complaints, claims, allegations, actions, causes of action, liabilities, obligations, costs, controversies, damages, rights of any nature whatsoever, known or unknown, suspected or unsuspected, which the District presently has or might have, or which the District at any time heretofore had or might have had, claimed to have, or may claim to have, against Garrett which were raised or might have been raised with regard to his employment and any and all facts and circumstances that have occurred as of the date of this Agreement, including but not limited to all the claims related or in any manner incidental to Garrett's employment with the District.

12. For the purpose of implementing a full and complete release and discharge, the Parties expressly acknowledge that this Agreement is intended to include in its effect, without limitation, all claims which the Parties do not know of or expect to exist in its/his/their favor at the time of the execution hereof, and the Parties agree that this Agreement contemplates the extinguishment of any such claim or claims occurring prior to the date of execution of this Agreement. The Parties each expressly waive and release all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and do so understanding and acknowledging the significance and consequence of such specific waiver of Section 1542. Section 1542 of the California Civil Code states as follows:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

The Parties each hereby expressly waive the provisions of California Civil Code Section 1542 and each Party further expressly waives any right to invoke said provisions now or at any time in the future. The Parties recognize and acknowledge that factors which have induced each of them to enter into this Agreement may turn out to be incorrect or to be different from what they had previously anticipated, and they hereby expressly assume any and all of the risks thereof and further expressly assumes the risks of waiving the rights provided by California Civil Code section 1542.

13. Specific Acknowledgment of Waiver of Claims under ADEA and OWBPA. The Age Discrimination in Employment Act of 1967 ("ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty or older. The Older Workers Benefit Protection Act ("OWBPA"), 29 U.S.C. Sections 626, et seq., further augments the ADEA and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. By entering into this Agreement, Garrett acknowledges that, in exchange for the consideration stated in this Agreement, he is knowingly and voluntarily waiving and releasing any rights he may have under the ADEA or OWBPA. Garrett further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- a. This waiver/release is written in a manner Garrett understands.
- b. Garrett is aware of and has been advised by a representative or legal counsel of his own choosing of his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims, he currently may have under the ADEA, OWBPA, or similar age discrimination laws.
- c. Garrett is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this Agreement, and the waiver and release of any rights he may have under the ADEA, the OWBPA, or similar age discrimination laws, but he may, in the exercise of his own discretion, sign or reject this Agreement at any time before the expiration of the twenty-one (21) day period.
- d. The waivers and releases set forth in this Agreement shall not apply to any rights or claims that may arise under the ADEA or OWBPA after the effective date of this Agreement.
- e. Garrett is advised that he should consult with an attorney prior to executing this Agreement.
- f. Garrett has had an opportunity to discuss this waiver and release with, and to be advised with respect to the waiver and release, by an attorney of his choice, and he does not need any additional time within which to review and consider this Agreement.
- g. Garrett has seven (7) days following his execution of this Agreement to revoke this Agreement.
- h. This Agreement shall not be effective or enforceable until after it is executed by Garrett and the District and after the expiration of the seven (7) day revocation period set forth in the preceding subparagraph has expired without receipt of any revocation. The revocation right discussed in this paragraph, shall not apply to any other right Garrett may have other than those under the ADEA or OWBPA.

- i. Garrett may revoke this Agreement by sending a written revocation addressed to and received by the Vice Chancellor of Human Resources at the following address: Kern Community College District, Human Resources Department, 2100 Chester Avenue, Bakersfield, California 93301 and also emailed to [abeali@kccd.edu](mailto:abeali@kccd.edu).

GARRETT ACKNOWLEDGES BY HIS SIGNATURE THAT HE FULLY UNDERSTANDS HIS RIGHT TO DISCUSS THIS WAIVER WITH LEGAL COUNSEL, THAT HE HAS CAREFULLY READ AND FULLY UNDERSTANDS THE WAIVER, AND THAT HE IS VOLUNTARILY AGREEING TO WAIVE ANY CLAIMS HE HAS OR MAY HAVE UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT, THE OLDER WORKERS BENEFIT PROTECTION ACT, AND ANY OTHER LAWS PROHIBITING AGE DISCRIMINATION IN EMPLOYMENT ARISING FROM OR RELATED OR ATTRIBUTABLE TO THE PARTIES' ALLEGATIONS OR CLAIMS.

14. The Parties represent that in executing this Agreement, each Party does not rely upon and has not relied upon any representation, promise, or statement not expressly contained herein and that each Party has had the opportunity to confer with his or its own attorney, with regard to the basis or effect of this Agreement.
15. This Agreement is executed in Kern County, California, and shall be governed by the law of the State of California, and any questions arising hereunder shall be construed or determined according to such law. Venue for any action brought pursuant to this Agreement shall be Kern County, California.
16. This Agreement constitutes an integration of the entire understanding and agreement by, between, and among the Parties. This Agreement supersedes and is in lieu of any and all other arrangements, statements, or promises, written or oral, between Garrett and the District. Any representations, warranties, promises, understandings, or conditions, whether written or oral, not specifically incorporated herein, shall not be binding upon any of the Parties hereto.
17. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and the illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.
18. This Agreement cannot be amended, modified, or supplemented in any respect except by written agreement entered into by the Parties hereto.
19. This Agreement shall not be construed against any one Party, but shall be construed as if jointly prepared by the Parties hereto. Any uncertainty or ambiguity shall not be interpreted against any one Party.
20. It is further understood and agreed that if, at any time, a violation of any term of this Agreement is asserted by any Party hereto, that Party shall have the right to seek specific

performance of that term and any other necessary and proper relief, including but not limited to damages, from any court of competent jurisdiction in Kern County, and the prevailing Party shall be entitled to recover its reasonable costs and attorneys' fees.

- 21. This Agreement may be executed as one or more counterparts, and each such counterpart shall be deemed an original, but all of which together shall constitute one instrument. A photocopy or facsimile transmission of the Agreement, including signatures, will constitute evidence of the Agreement having been executed.
- 22. This Agreement is not valid until approved by the District's Board of Trustees.
- 23. Time is of the essence.

**PLEASE READ CAREFULLY AND DISCUSS WITH YOUR REPRESENTATIVE.**  
**THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A**  
**RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

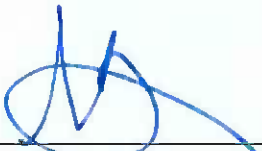
**MATTHEW GARRETT**

**KERN COMMUNITY COLLEGE  
DISTRICT**

By:

  
\_\_\_\_\_  
Matthew Garrett

By:

  
\_\_\_\_\_  
Steven Bloomberg  
Chancellor

Dated: 10 July 2024

Dated: 18 July 2024



Exhibit "A"

July 10, 2024

Steven Bloomberg  
Chancellor  
Kern Community College District  
2100 Chester Avenue  
Bakersfield, California 93301

Re: *Resignation*

Dear Dr. Bloomberg:

Please accept this as my voluntary resignation, effective April 13, 2023. It has been my pleasure to serve as part of the Kern Community College District. I wish you and the District continued success.

Sincerely,

A handwritten signature in cursive script, reading "Matthew Garrett", is written over a horizontal line. The signature is fluid and extends to the right beyond the end of the line.

Matthew Garrett, PhD  
Professor of History and Ethnic Studies  
Bakersfield College

cc: Personnel file

## Exhibit "B"

### Addendum to the Settlement Agreement and Mutual General Release for Matthew Garrett

#### 1.0 Payments

In consideration of the release set forth above, the Kern Community College District and/or Insurer on behalf of the District (collectively "District") agrees to pay to the individual(s) named below (the "Payee(s)") the sums outlined in this Section 1 below:

##### 1.1 Payments due at the time of settlement as follows:

A check for \$154,520.00, less deductions, made payable pursuant to Settlement Agreement and Mutual General Release, Paragraph 4(b).

##### 1.2 Periodic payments funded for the cost of \$2,245,480.00, (the "Periodic Payments") made according to the schedule as follows (the "Periodic Payments"):

Payable to Matthew Garrett ("Payee")

**Period Certain Annuity** - \$10,291.95 for life, payable monthly, guaranteed for 20 years, beginning on 09/25/2024, with the last guaranteed payment on 08/25/2044.

None of the Periodic Payments represent wages, as described in Settlement Agreement and Mutual General Release, Paragraph 4(a).

With respect to the funding of any Periodic Payments to be purchased as part of this settlement, it is further agreed and understood that if the structured settlement is not funded by 08/25/2024 (purchase date) for any reason, including but not limited to delay in obtaining final court approval, delay in satisfying Medicare requirements, and/or any other reasonable cause, the above payment beginning dates and the first increase dates (if applicable) may be deferred the number of days needed to maintain the agreed to benefit amount(s). Any delay in payments dates or change in payment amounts shall be reflected in the non-qualified assignment document and annuity contract without the need of obtaining an amended Settlement Agreement and Release or Court Order up to 180 days after original purchase date.

#### 2.0 Payee's Right to Payments

None of the Periodic Payments and no rights to or interest in any of the Periodic Payments (all of the foregoing being hereinafter collectively referred to as "Payment Rights") can be:

- i. Accelerated, deferred, increased or decreased by the Payee; nor shall the Payee have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise.
- ii. Sold, assigned, pledged, hypothecated or otherwise transferred or encumbered, either directly or indirectly, unless such sale, assignment, pledge, hypothecation or other transfer

or encumbrance (any such transaction being hereinafter referred to as a "Transfer") has been approved in advance in a "Qualified Order" as defined in Section 5891(b)(2) of the Code (a "Qualified Order") and otherwise complies with applicable state law, including without limitation any applicable state structured settlement protection statute.

No Payee or Successor Payee shall have the power to affect any Transfer of Payment Rights except as provided in sub-paragraph (ii) above, and any other purported Transfer of Payment Rights shall be wholly void. If Payment Rights under this Agreement become the subject of a Transfer approved in accordance with sub-paragraph (ii) above the rights of any direct or indirect transferee of such Transfer shall be subject to the terms of this Agreement and any defense or claim in recoupment arising hereunder.

### **3.0 Payee's Beneficiary**

Any payments to be made after the death of any Payee pursuant to the terms of this Settlement Agreement shall be made to such person or entity as shall be designated in writing by Payee(s) to the District's Assignee. If no person or entity is so designated by Payee(s), or if the person designated is not living at the time of the Payee's death, such payments shall be made to the estate of the Payee. No such designation, nor any revocation thereof, shall be effective unless it is in writing and delivered to the District's Assignee. The designation must be in a form acceptable to the District's Assignee before such payments are made.

### **4.0 Consent to Non-Qualified Assignment**

4.1 Payee acknowledges and agrees that the District will and hereby does make a "non-qualified assignment", of the District's obligation to make the Periodic Payments set forth in Section 1.2, to MetLife Assignment Company, Inc. ("the Assignee"). The Assignee's obligation for payment of the Periodic Payments shall be no greater than that of the District (whether by judgment or agreement) immediately preceding the assignment of the Periodic Payments obligation.

4.2 Payee accepts the assignment without right of rejection. Payee agrees that the assignment shall completely release and discharge the District from the Periodic Payments obligation assigned to the Assignee and all other obligations in the Addendum to the Settlement Agreement and Mutual General Release for Matthew Garrett ("Addendum"). Payee recognizes that, pursuant to the assignment, the Assignee shall be the sole obligor with respect to the Periodic Payments obligation and all of District's obligations under the Addendum, and that all other releases with respect to the Periodic Payments obligation that pertain to the liability of the District shall thereupon become final, irrevocable and absolute.

### **5.0 Right to Purchase an Annuity**

The District shall fund the Periodic Payments outlined in the *Payments Section 1.2* through the purchase of an annuity policy from Metropolitan Tower Life Insurance Company. Assignee and Payee shall be responsible for all acts required to establish the annuity policy, and District shall have no obligation other than to fund the annuity policy by paying the amount described in Paragraph 4(a) of the Settlement Agreement and General Release and to execute the MetLife

Nonqualified Assignment and Release. Assignee shall be the sole owner of the annuity policy and shall have all rights of ownership. The Assignee may have Metropolitan Tower Life Insurance Company mail payment directly to the Payee. The Payee shall be responsible for maintaining a current mailing address with the Assignee. It is agreed that the cost of purchase of an annuity policy shall be \$2,245,480 inclusive of fees, if any for the purchase of said annuity on or before 08/25/2024 by check drawn to the order of Metropolitan Tower Life Insurance Company or by wire instructions below. The District shall cause the premium check or wire transfer needed to fund the future periodic payment obligation set forth above to be delivered to the same in a timely manner. The District shall issue a 1099 to Metropolitan Tower Life Insurance Company only, and will not issue a 1099 to Payee.

The Parties expressly understand and agree that, with the District's assignment of the duties and obligations to make such periodic payments to MetLife Assignment Company, Inc. pursuant to this Addendum, **all of the duties and responsibilities otherwise imposed upon the District by this Addendum shall cease**, and instead such obligations shall be binding **solely** upon MetLife Assignment Company, Inc. The Parties further understand and agree that, due to the assignment, the **District shall be released from all obligations to make periodic payments, and MetLife Assignment Company, Inc. shall at all times be directly and solely responsible for, and shall receive credit for, the Periodic Payments**, and that when the assignment is made, MetLife Assignment Company, Inc. assumes the duties and responsibilities of the District with respect to such Periodic Payments.

**Checks Payable To:**

Metropolitan Tower Life Insurance Company (RIS)  
Lockbox Services - #780117  
2005 Market Street, 5<sup>th</sup> Floor  
Philadelphia, PA 19103-7042  
Case Name Notation: "Matthew Garrett #264073"; OR

**Wire Instructions:**

Metropolitan Tower Life Insurance Company  
Tax ID#: 13-3114906  
JP Morgan Chase Bank  
One Chase Manhattan Plaza  
New York, NY 10081  
Account Title: MetLife Institutional Business  
Account No: 100-071882  
ABA No: 021 000 021  
Case Name Notation: "Matthew Garrett #264073"

**6.0 Discharge of Obligation**

The obligations of the District under this Addendum are discharged upon the funding of the Periodic Payment premium in Paragraph 1.2 above. The obligation of the Assignee to make each Periodic Payment shall be discharged upon the mailing of a valid check or wire transfer in the amount of such payment to the designated address of the Payee named in Section 1.2 above, or the deposit by electronic funds transfer in the amount of such payment to an account designated by the Payee identified in Section 1.