

1 (Counsel are listed on the following page)

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UNITED STATES DISTRICT COURT FOR  
THE NORTHERN DISTRICT OF CALIFORNIA

U.S. EQUAL EMPLOYMENT	)	Case No.: 5:11-cv-04796-EJD
OPPORTUNITY COMMISSION,	)	
	)	
Plaintiff,	)	<b>CONSENT DECREE</b>
	)	
And	)	
	)	
DEISY MORA,	)	
	)	
Plaintiff-Intervenor,	)	
	)	
vs.	)	
	)	
WIRELESSCOMM, INC. a California	)	
Corporation,, LAHOUARI ARIBI, an	)	
individual and KARIM HADID, an individual	)	
	)	
Defendants.	)	
	)	
	)	

1 WILLIAM R. TAMAYO, SBN 084965 (CA)  
2 MARCIA L. MITCHELL, SBN 18122 (WA)  
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1 **I. INTRODUCTION**

2 A. Plaintiff U.S. Equal employment Opportunity Commission (“Commission” or  
3 “EEOC”) brought this lawsuit under Title VII of the Civil Rights Act of 1964 and Title I of the  
4 Civil Rights Act of 1991 to correct alleged unlawful employment practices on the basis of sexual  
5 harassment and constructive discharge and to make Deisy Mora, a former employee of  
6 WirelessComm, Inc. (“WIRELESSCOMM” or “the Company”). EEOC alleged that  
7 WIRELESSCOMM unlawfully subjected Ms. Mora to a sexually hostile work environment  
8 which resulted in her constructive discharge from the company.

9 B. On May15, 2012, the Court issued an order granting Deisy Mora’s motion to  
10 intervene in the EEOC’s lawsuit. Ms. Mora’s Complaint-In-Intervention alleged independent  
11 claims under federal and state laws against WIRELESSCOMM and individual defendants,  
12 Lahouari Aribi and Karim Hadid.

13 C. The Defendants denied the allegations in the EEOC’s Complaint and the  
14 Complaint-in-Intervention, and denies that it or its employees have violated the law in any way.

15 D. In the interest of resolving this matter, and as a result of having engaged in  
16 comprehensive settlement negotiations, the EEOC, Plaintiff-Intervenor and WIRELESSCOMM  
17 (“the Parties”) have agreed that this action should be resolved by entry of this Consent Decree.  
18 This Consent Decree shall not constitute an adjudication and/or finding on the merits of the case.

19 E. The Parties agree that this Consent Decree resolves all claims arising out of  
20 EEOC Charge Number 556-2008-00372 and the EEOC’s investigation of said charge. The  
21 Parties further agree that this Consent Decree constitutes a complete resolution of all claims of  
22 sexual harassment and constructive discharge under Title VII and the California Fair  
23 Employment and Housing Act (FEHA) that were, or could have been raised in the Complaint  
24 and the Complaint-In-Intervention stemming from the underlying charge of discrimination.

25 F. Plaintiff, Plaintiff- Intervenor and WIRELESSCOMM agree that this Consent  
26 Decree constitutes a complete resolution of all state law claims arising out of the Plaintiff-  
27 Intervenor’s employment with WIRELESSCOMM that were raised, or could have been raised,  
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1 in the Complaint-In-Intervention. Plaintiff-Intervenor will dismiss her claims against defendant,  
2 Karim Hadid with prejudice.

3 G. This Consent Decree comprises the full and exclusive agreement of the Parties  
4 with respect to the matters discussed herein. No waiver, modification or amendment of any  
5 provision of this Consent Decree shall be effective unless made in writing and approved by all  
6 the Parties to this Decree, except that any substantive change, modification or amendment of any  
7 provision of this Consent Decree shall require approval by the Court.

8 NOW, THEREFORE, in consideration of the mutual promises and agreements set forth  
9 herein, the sufficiency of which is hereby acknowledged, IT IS ORDERED, ADJUDGED AND  
10 DECREED that:

11 1. This Court has jurisdiction over the subject matter and the Parties to this action.  
12 This Court will retain jurisdiction over this Decree for all purposes until the expiration of  
13 WIRELESSCOMM's obligations as set forth herein.

14 2. The entry of this Consent Decree will further the objectives of Title VII and will  
15 be in the best interest of the Parties and the public.

16 3. This Consent Decree is final and binding upon the Parties, their successors and  
17 assigns.

18 **II. SCOPE OF THE CONSENT DECREE**

19 The duration of the Consent Decree shall be three (3) years from the date of entry of the  
20 Decree, provided that WIRELESSCOMM has complied substantially with the terms of this  
21 Consent Decree. WIRELESSCOMM will be deemed to have complied substantially if the Court  
22 has not made any finding or orders during the term of the Consent Decree that the Company has  
23 failed to comply with any terms of this Consent Decree. During the three-year term of this  
24 Consent Decree, this Court shall retain jurisdiction over this matter and the Parties for the  
25 purpose of enforcing compliance with the Consent Decree, including issuing such orders as may  
26 be required to effectuate its purposes.  
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1 **III. GENERAL INJUNCTIVE PROVISIONS**

2 **A. Discriminatory Harassment:**

3 WIRELESSCOMM and its owners, officers, managers (including supervisory  
4 employees), successors and assigns, are enjoined from: (1) discriminating against persons on the  
5 basis of sex in the terms and conditions of employment; (2) engaging in or being a party to any  
6 action, policy or practice that is intended to or is known to them to have the effect of harassing or  
7 intimidating any employee on the basis of sex; or (3) creating, facilitating or, permitting the  
8 existence of a sexually hostile work environment at a WIRELESSCOMM location about which  
9 it knew or should have known.

10 **B. Retaliation:**

11 WIRELESSCOMM and its owners, officers, managers (including supervisory  
12 employees), successors and assigns are enjoined from participating in, engaging in, or  
13 implementing or permitting any action, policy or practice about which it knew or should have  
14 known, the purpose of which is to retaliate against any current or former employee of the  
15 Company because he or she has in the past, or during the term of this Consent Decree: (1)  
16 opposed any practice of harassment or other discriminatory acts on the basis of sex made  
17 unlawful under Title VII or the FEHA; (2) filed a Charge of Discrimination alleging any such  
18 practice; (3) testified or participated in any manner in any investigation (including, without  
19 limitation, any internal investigation undertaken by the Company), proceeding or hearing in  
20 connection with this case; (4) testified or participated in any manner in any investigation  
21 (including, without limitation, any internal investigation undertaken by the Company),  
22 proceeding or hearing in connection with any allegations of unlawful harassment or  
23 discrimination which arise during the term of this Consent Decree; (5) was identified as a  
24 possible witness in this action; and/or (6) asserted any rights under this Consent Decree.

25 **IV. MONETARY RELIEF**

26 **A.** In settlement of the EEOC's and Plaintiff-Intervenor's claims of employment  
27 discrimination alleged in the Complaint and Complaint-in-Intervention, WIRELESSCOMM  
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1 shall pay monetary relief to Deisy Mora in the gross amount of \$97,000.00 (Settlement Sum).

2 The Settlement Sum represents compensation for emotional distress, pain and suffering.

3 B. Defendant WIRELESSCOMM's owner, Lahouari Aribi, has personally guaranteed  
4 payment of the Settlement Sum to Deisy Mora in the event that Defendant fails to make timely  
5 payments as outlined in paragraph IV.C, below. The personal guaranty is attached as Exhibit A.

6 C. The Settlement Sum shall be paid as follows:

7 (1) No later than November 15, 2012, Defendant WIRELESSCOMM shall  
8 pay Deisy Mora the first installment of \$25,000.00 (twenty five thousand dollars and no cents).

9 The initial check shall be made payable to the "Law Office of Jonathan Che Gettleman Trust  
10 Account" and shall be mailed to Jonathan Che Gettleman, Esq. at 223 River Street, Suite D Santa  
11 Cruz, CA 95060.

12 (2) Beginning on December 15, 2012 and continuing on the fifteenth (15<sup>th</sup>)  
13 day of every month for a period of twenty-four months WIRELESSCOMM shall issue a check  
14 made payable to "Law Office of Jonathan Che Gettleman Trust Account" in the amount of  
15 \$3000.00 until the remaining \$72,000.00 balance of the Settlement Sum has been paid in full.

16 The first installment check and every check thereafter shall be mailed to Jonathan Che  
17 Gettleman, Esq. at 223 River Street, Suite D Santa Cruz, CA 95060.

18 (3) Each amount paid as part of the Settlement Sum shall be designated by  
19 WIRELESSCOMM as "other income" on IRS Form 1099.

20 D. WIRELESSCOMM shall mail photocopies of each installment check, the IRS  
21 forms and related correspondence to the EEOC's counsel of record, Marcia Mitchell,  
22 Supervisory Trial Attorney for the EEOC, at 350 The Embarcadero, San Francisco, CA 94105  
23 simultaneously with the mailing of the installment checks to counsel for Plaintiff-Intervenor.

24 E. Deisy Mora and her attorneys will not disclose or discuss the terms of the  
25 conditions of the settlement without express prior written approval from Defendants, with the  
26 exception of disclosure to retained attorneys, spouses, accountants, and other persons as may be  
27 required by law.  
28

1 **V. SPECIFIC INJUNCTIVE RELIEF**

2 A. WIRELESSCOMM affirms the following “Statement of Zero-Tolerance Policy  
3 and Equality Objectives”:

4  
5 WIRELESSCOMM is firmly committed to maintaining a zero-tolerance  
6 policy concerning discriminatory harassment and retaliation against  
7 individuals who report harassment in the company’s workplace; to swiftly  
8 and firmly responding to any acts of harassment and retaliation of which  
9 the company becomes aware; to implementing a disciplinary system that is  
10 designed to strongly deter future acts of harassment or retaliation; and to  
11 actively monitoring its workplace in order to ensure tolerance, respect and  
12 dignity for all people.

13 The preceding paragraph does not create any individual contractual or common law causes of  
14 action or other rights that would not otherwise exist under statute.

15 B. **Independent EEO Consultant:** No later than December 15, 2012,  
16 WIRELESSCOMM shall contract at its own expense with an Independent EEO consultant to  
17 serve as WIRELESSCOMM’s agent for the purpose of developing appropriate EEO policies,  
18 and for training its owner, supervisors and employees regarding the issue of discriminatory  
19 harassment in the workplace and EEO requirements generally. WIRELESSCOMM shall also  
20 contract an independent Human Resources consultant for the purpose of enforcing its Equal  
21 Employment Opportunity (EEO) policies, administering its complaint procedures, investigating  
22 complaints of discrimination, monitoring compliance with anti-discrimination laws, monitoring  
23 compliance with the Consent Decree and filing biannual reports with the EEOC. The  
24 Independent EEO consultant must have demonstrated experience in anti-discrimination laws,  
25 particularly Title VII and discriminatory harassment, and must have experience investigating  
26 allegations of harassment.

27 (1) WIRELESSCOMM shall submit to the EEOC for its review and  
28 consideration the name and curriculum vitae of the proposed Independent EEO consultant and  
Human Resources consultant at least thirty (30) days before the deadline outlined in the  
preceding paragraph. The EEOC will notify WIRELESSCOMM within fourteen (14) days of  
receipt of the proposed consultant’s name and curriculum vitae if it has any concerns about the

1 proposed Independent EEO Consultant. The EEOC will review the proposed Independent EEO  
2 consultant's and Human Resources consultant's qualifications in good faith and will not reject a  
3 candidate without good cause.

4 (2) The Independent Human Resources Consultant will retain records of all  
5 complaints it receives during the pendency of this Consent Decree, its investigation of the  
6 complaints and the remedial action taken. The HR Consultant will submit a report regarding any  
7 complaints received as outlined in paragraph VIII, below.

8 C. **EEO and Harassment Policies**: No later than December 15, 2012,  
9 WIRELESSCOMM's Equal Employment Opportunity (EEO) and harassment policies shall be  
10 revised such that the policies: (i) include definitions of harassment based on sex and national  
11 origin; (ii) include examples to supplement the definitions; (iii) provide for substantial and  
12 progressive discipline and/or corrective action for incidents of discriminatory harassment; (iv)  
13 include strong non-retaliation language with examples to supplement the definition of retaliation,  
14 (v) provide for substantial and progressive discipline for incidents of retaliation; (vi) provide that  
15 complaints of harassment and/or retaliation will be accepted irrespective of whether they are  
16 made verbally or in writing; (vii) provide a timetable for commencing an investigation and for  
17 taking remedial action; and (viii) indicate that WirelessComm will promptly communicate to the  
18 complaining party the results of the investigation and the remedial actions taken or proposed, if  
19 any.  
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21 (1) The revised EEO policies shall be submitted to the EEOC for its review  
22 and comments at least thirty (30) days before the anticipated date of implementation. The EEOC  
23 will notify WIRELESSCOMM within fourteen (14) days of receipt of the revised policies if it  
24 has any concerns about the proposed revisions.

25 (2) In the event that WIRELESSCOMM decides to revise its EEO policies  
26 and procedures during the term of the decree, WIRELESSCOMM will submit a copy of the  
27 revised EEO and harassment policies to EEOC to the EEOC for its review at least thirty (30)  
28 days before the anticipated date of implementation. The EEOC will notify WIRELESSCOMM



1 within fourteen (14) days of receipt of the revised policies if it has any concerns about the  
2 proposed revisions.

3         **D. Complaint Procedures:** WIRELESSCOMM shall adopt and maintain a  
4 complaint procedure designed to encourage employees to come forward with complaints about  
5 violations of its harassment policy. As part of the policy, WIRELESSCOMM shall provide its  
6 employees with convenient, confidential and reliable mechanisms for reporting incidents of  
7 harassment and retaliation. WIRELESSCOMM's complaint procedure and harassment policy  
8 shall notify employees that they can lodge a complaint with the Independent Human Resources  
9 consultant described in paragraph, V.B, above, and shall provide the name and telephone  
10 numbers for the Human Resources Consultant. Contact information for the Independent Human  
11 Resources consultant also shall be continuously posted in a prominent place at all of  
12 WIRELESSCOMM's business locations.

13                 (1) WIRELESSCOMM shall effectively disseminate its EEO policies and  
14 complaint procedures by: (a) distributing copies of the policies to all current employees within  
15 10 days of their adoption; (b) giving a copy of the policy to and reviewing the policy with all  
16 new employees upon the employees' hire; and (c) requiring each employee who receives a copy  
17 of the policies and procedures to sign a statement acknowledging their receipt of the policies.  
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19                 (2) WIRELESSCOMM will submit a copy of the complaint procedures to the  
20 EEOC at the same time it submits its draft revised EEO policies as required by paragraph V.C  
21 above.

## 22 **VI. TRAINING**

23         **A. Training of Employees:** No later than December 15, 2012, WIRELESSCOMM  
24 will present mandatory anti-discrimination training to all of its employees. The training will be  
25 developed and presented by an outside source, i.e. someone who is not employed by  
26 WIRELESSCOMM, who is knowledgeable about Title VII, the California Fair Employment and  
27 Housing Act (FEHA) and discriminatory harassment and who has the background, skill and  
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1 ability to educate WIRELESSCOMM s employees about the issue of discriminatory harassment  
2 in the workplace.

3 B. Employees shall be given a questionnaire through which they can evaluate and  
4 provide feedback regarding the training. WIRELESSCOMM will be required to present at least  
5 one additional live training during the duration of the Consent Decree. WIRELESSCOMM shall  
6 retain records reflecting when the training was presented, which employees received training and  
7 which employees were absent for the training. The questionnaires and training records will be  
8 submitted to the EEOC for monitoring.

9 C. The EEOC will be entitled to review and comment on the curriculum vitae of the  
10 proposed trainer(s) as well as the syllabus for the training prior to its presentation.

11 WIRELESSCOMM shall submit the names of the proposed trainer(s), resume(s) or other  
12 information setting forth the trainer's qualifications and the proposed syllabus to the EEOC for  
13 its review and comments at least thirty (30) days before the anticipated date of the training. The  
14 EEOC will notify WIRELESSCOMM within fourteen (14) days of receipt of the information if it  
15 has any concerns about the proposed trainer(s) or training syllabus. The EEOC will review the  
16 trainer's qualifications and the proposed syllabus in good faith.

17 D. **Training of Lahouari Aribi:** No later than December 15, 2012,  
18 WIRELESSCOMM's owner, Lahaouri Aribi shall attend in-person, one-on-one training on laws  
19 that prohibit discrimination in employment. The training shall be developed and presented by an  
20 outside source and shall focus on Aribi's responsibilities and potential liability (including  
21 personal liability) as a business owner. WIRELESSCOMM will be required to submit to the  
22 EEOC the name and curriculum vitae of the proposed trainer and the proposed syllabus for the  
23 EEOC's review. The EEOC shall be entitled to reject a proposed trainer upon a showing of good  
24 cause. The trainer shall submit a report to the EEOC informing the EEOC that the training has  
25 been completed, outlining the substance of the training and evaluating Aribi's participation in  
26 and receptiveness to the training.

27 E. **Acknowledgment of Training Attendance:**  
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1 All persons attending mandatory anti-harassment training pursuant to this Consent  
2 Decree shall sign an acknowledgment of their attendance at the training, the date thereof, and  
3 their position with the Company. WIRELESSCOMM shall retain the originals of these  
4 acknowledgments and provide the EEOC with copies for each such training required with each  
5 biannual report submitted during the duration of the Consent Decree as set forth below in  
6 paragraph VIII.

7 F. **Cost of Training:** The cost of the training described in paragraphs VI.A and  
8 VI.C, above, shall be borne by WIRELESSCOMM.

## 10 **VII. RECORDKEEPING POLICIES AND PROCEDURES**

11 No later than December 15, 2012, WIRELESSCOMM shall adopt a policy instructing its  
12 employees how to preserve and maintain all personnel and employment records in accordance  
13 with the Title VII as set forth in 29 CFR § 1602. The revised recordkeeping policy shall be  
14 submitted to the EEOC for its review and comments at least thirty (30) days before the  
15 anticipated date of implementation. The EEOC will notify WIRELESSCOMM within fourteen  
16 (14) days of receipt of the revised policies if it has any concerns about the proposed  
17 recordkeeping policy. The EEOC will review the recordkeeping policy in good faith

## 18 **VIII. REPORTS TO THE COMMISSION**

19 A. WIRELESSCOMM, through the Independent Human Resources Consultant  
20 described in paragraph V.B, above, shall submit biannual reports to the EEOC containing the  
21 following information:

22 (1) **Sexual Harassment Complaint Reports:** No later than six months after  
23 entry of this Decree, and every six months thereafter, the Independent HR Consultant will mail  
24 to counsel for the EEOC a report containing the following information and documentation  
25 covering the preceding six-month period: (a) a summary of each complaint, including the  
26 substance of the complaint, the date the complaint was submitted, the result of the investigation  
27 into such complaints and the date the investigation was completed; (b) additionally,  
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1 WIRELESSCOMM will identify the name, address, and telephone number of the complainant  
2 and identify the person who received the complaint;

3 (2) A copy of all records, documents and other writings relevant to such  
4 complaints and investigations shall be maintained by WIRELESSCOMM during the period of  
5 the Consent Decree and will be made available to the Commission within ten (10) days  
6 following a written request from the Commission to WIRELESSCOMM's counsel of record;

7 (3) **Training Report:** WIRELESSCOMM will send the EEOC verification of  
8 its completion of harassment training for its employees and Lahaouri Aribi in the form of a  
9 sworn declaration of completion from an agent of the corporation. WIRELESSCOMM shall  
10 submit copies of the acknowledgments of training signed by attendees, as set forth in paragraphs  
11 VI.A, and VI.C, above, during the preceding six month period.

12 **IX. POSTING OF NOTICE:**

13 The Notice attached as Exhibit B shall be, and remain, posted in a clearly visible location  
14 frequented by employees at each of WIRELESSCOMM's locations during the term of this  
15 Consent Decree.  
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17 **X. RETENTION OF JURISDICTION AND EXPIRATION OF CONSENT DECREE**

18 A. This Consent Decree shall terminate three (3) years from the date of entry by the  
19 Court, unless this Court grants a request by the Commission or Plaintiff-Intervenor for an  
20 extension of the Decree due to WIRELESSCOMM's noncompliance with the decree. If the  
21 Commission or Plaintiff-Intervenor that WIRELESSCOMM has not complied with the Consent  
22 Decree, the Commission or Plaintiff-Intervenor will serve written notification of the alleged  
23 breach to WIRELESSCOMM and its attorney of record or, if no such attorney exists, to its  
24 registered agent for service of process. Commission and Plaintiff-Intervenor will not petition the  
25 Court for enforcement sooner than fifteen (15) days after providing written notification to  
26 WIRELESSCOMM's attorneys of record. If the alleged breach is susceptible to cure,  
27 WIRELESSCOMM will have 15 days after service of such written notification to serve written  
28 notice to the Commission that it will cure the alleged breach, and 15 days after serving such

1 notice to cure the alleged breach. If the alleged breach is not susceptible to cure, the fifteen-day  
2 period following written notice by the Commission or Plaintiff-Intervenor shall be used by the  
3 parties to engage in good faith efforts to resolve the issue without Court intervention. If the  
4 Commission or Plaintiff-Intervenor petitions the Court and the Court finds WIRELESSCOMM  
5 to be in substantial violation of terms of the Decree, the Court may grant a request by the  
6 Commission or Plaintiff-Intervenor to extend the period of this Consent Decree by a reasonable  
7 period and may order such other relief as it deems necessary or equitable, after appropriate  
8 briefing and factual hearing, if a factual hearing is deemed necessary by the court..

9 B. Unless the duration of this Decree is extended as provided in the preceding  
10 paragraph, three (3) years after the entry of this Consent Decree, this lawsuit will be dismissed  
11 with prejudice. WIRELESSCOMM will be deemed to have complied substantially if the Court  
12 has not made any findings or orders during the term of the Decree that the WIRELESSCOMM  
13 has failed to comply with any of the terms of this Decree.

14 The Clerk shall close this file.  
15 IT IS SO ORDERED: 11/30/2012

  
16 Hon. Edward J. Davila  
17 United States District Court Judge

18 Respectfully submitted,

19  
20 Dated: November 29, 2012

//s// William R. Tamayo  
21 WILLIAM R. TAMAYO  
22 Regional Attorney  
23 MARCIA L. MITCHELL  
Attorneys for Plaintiff

24 Dated: November 29, 2012

//s// Jonathan Che Gettleman  
25 ERIC NELSON  
26 JONATHAN GETTLEMAN  
Attorneys for Plaintiff-Intervenor

27 Dated: November 29, 2012

//s// Michael Dillingham i  
28 MICHAEL DILLINGHAM  
Attorney for WirelessComm, Inc.

1           E-filing concurrence: I, Marcia L. Mitchell, attorney for Plaintiff EEOC, attest that I  
2 have obtained the concurrence of attorneys for WirelessComm, Inc., and Plaintiff-Intervenor for  
3 the filing of this pleading.

4           Dated:    November 29, 2012

5                    /S/ Marcia L. Mitchell  
6           MARCIA L. MITCHELL  
7           Supervisory Trial Attorney

## CONTINUING GUARANTY

This Continuing Guaranty ("Guaranty"), is entered into and is effective this \_\_\_ day of November, 2012, by Lahouari Aribi, an individual ("Guarantor"), in favor of WirelessComm, Inc. ("Defendant"), with respect to the following facts.

### RECITALS

WHEREAS, on September 28, 2011 Plaintiff, Equal Employment Opportunity Commission ("EEOC") filed this Action pursuant to Title VII of the Civil Rights Act of 1964 ("Title VII") and pursuant to an order dated May 15, 2012, Plaintiff-Intervenor, filed a separate action this action alleging claims under Title VII and the California Fair Employment and Housing Act (FEHA). Plaintiffs alleged that Defendant, WirelessComm, Inc. (Defendant), violated the Title VII and FEHA by subjecting Deisy Mora to a sexually hostile work environment which resulted in her constructive discharge.

WHEREAS, WirelessComm, Inc. and Lahouari Aribi deny any wrongdoing, and specifically deny the illegality of any act or omission attributable to them under any theory.

WHEREAS, the EEOC, Ms. Mora, Guarantor and Defendant want to conclude fully and finally all claims arising out of the above action without the expenditure of further resources and expenses in contested litigation. The parties entered into a Consent Decree to further the objectives of equal employment opportunity as set forth in Title VII and FEHA.

WHEREAS, Ms. Mora is willing to extend payment terms, but only upon the condition, among others, that Guarantor shall have executed and delivered this Guaranty;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Guaranty, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Guarantor and Ms. Mora agree as follows:

### AGREEMENT

1. Unconditional Guaranty. Guarantor does hereby unconditionally guaranty and promise to pay Ms. Mora, her successors and assigns, payment and performance of the Consent Decree and all amounts due thereunder, including in all cases all such amounts which would become due but for the operation of the provisions of Title 11 of the United States Code or any other similar statutes (collectively, the "Obligations").
2. Expenses. Guarantor shall reimburse Ms. Mora for all expenses incurred by her in the successful enforcement of any of her rights hereunder against Defendant or Guarantor, including costs and attorneys' fees, as determined and awarded by the Court.
3. Guaranty of Payment. This Guaranty constitutes a continuing guaranty of payment when due and not of collection, and Guarantor specifically agrees that it shall not be necessary or required that Ms. Mora or any of her respective successors or assignees enforce any remedy whatsoever against Defendant or any other person before or as a condition to the obligations of Guarantor under this Guaranty.

4. Payment Events. The Obligations shall become immediately due and payable by Guarantor if Defendant or Guarantor:
- (a) Defaults in any of its obligations to Ms. Mora;
  - (b) Commences an action for liquidation or dissolution or is liquidated or dissolved;
  - (c) Makes an assignment for the benefit of its creditors;
  - (d) Offers or makes any composition with its creditors;
  - (e) Sells or transfers all or substantially all of its assets except in the regular course of business;
  - (f) Files or has filed against it a petition under the provisions of any state insolvency law or under any Chapter of the U.S. Bankruptcy Code, as amended from time to time, or any other bankruptcy or insolvency statute;
  - (g) Has a receiver appointed for its business or any part of its property;
  - (h) Suspends normal business operations; or
  - (i) Dies or becomes disabled.
5. Amendments, etc. with respect to Obligations; Changes Do Not Affect Liability; Waiver of Rights. The obligations of Guarantor under this Guaranty shall remain in effect and shall not be diminished or impaired, notwithstanding:
- (a) any withdrawal of any demand (including the commencement and continuance of any legal proceedings) by Ms. Mora for payment or performance by Defendant of any Obligations following a breach of the requirements for payments under the Consent Decree;
  - (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations or any amendment, extension, modification or waiver of any Obligations or of any agreement or document relating thereto;
  - (c) any compromise by Ms. Mora of any Obligations and any other guaranty in respect of the Obligations;
  - (d) any invalidity or unenforceability of the Consent Decree;
  - (e) the change, restructure or termination of the corporate structure or existence of Defendant and any corresponding restructure of the Obligations, or any other restructure or refinancing of the Obligations or any portion thereof;
  - (f) the existence of any claim, set-off, defense or other right that Defendant or any other guarantor may have at any time against Ms. Mora, or that Guarantor may have against Defendant, whether in connection with the Consent Decree, any other agreement or document or any unrelated transaction;



- (g) any release of, or foreclosure or realization on, collateral, if any, that is security for the Obligations;
- (h) any discharge or release of Defendant or any other party liable for the Obligations, or any release or substitution of any one or more other guarantors; or
- (i) any other circumstance which might otherwise constitute a defense available to, or a discharge of, Defendant, other than with Ms. Mora's agreement or consent, or indefeasible payment in full of the Obligations.

Without limiting the generality of the foregoing, Guarantor's liability under this Guaranty shall continue if Ms. Mora's or Guarantor's remedies or rights against Defendant are impaired or suspended without their consent.

6. STATUTORY WAIVERS.

- (a) GUARANTOR WAIVES ALL RIGHTS AND DEFENSES ARISING OUT OF AN ELECTION OF REMEDIES BY MS. MORA, EVEN THOUGH THAT ELECTION OF REMEDIES, SUCH AS A NONJUDICIAL FORECLOSURE WITH RESPECT TO SECURITY FOR A GUARANTEED OBLIGATION, HAS DESTROYED GUARANTOR'S RIGHTS OF SUBROGATION AND REIMBURSEMENT AGAINST DEFENDANT BY THE OPERATION OF SECTION 580d OF THE CALIFORNIA CODE OF CIVIL PROCEDURE OR OTHERWISE, OR ANY OTHER SIMILAR LAW.
- (b) Guarantor waives all rights under Section 2815 of the California Civil Code, or under any other similar law, to revoke this Guaranty in respect of future transactions, even if there is no continuing or additional consideration for such transactions.

7. Guaranty Continuing; Additional Waivers.

- (a) Guarantor waives diligence and all demands, protests, presentments and other notices of any kind with respect to all Obligations, including notices of protest, dishonor, nonpayment, acceptance of this Guaranty, and the creation, renewal, extension, modification or accrual of the Obligations.
- (b) Guarantor waives the right to require Ms. Mora to proceed against or exhaust any security or collateral Ms. Mora may hold, or pursue any other right or remedy for Guarantor's benefit, and agrees that Ms. Mora may proceed against Guarantor for the Obligations without taking any action against Defendant or any other guarantor and without proceeding against or exhausting any security or collateral Ms. Mora holds.
- (c) No failure or delay by Ms. Mora in exercising any power, right or privilege under this Guaranty shall impair any such power, right of privilege or be construed as a waiver by Ms. Mora.
- (d) This Guaranty is a continuing guaranty and shall remain in full force and effect and be binding upon Guarantor and its respective successors and assigns, and

shall inure to the benefit of Ms. Mora and her respective successors, endorsees, transferees and assigns of Ms. Mora, until all the Obligations owing to Ms. Mora and the obligations of Guarantor under this Guaranty shall have been satisfied by performance in full.

- (e) Guarantor agrees that if any of the Obligations are or become unenforceable for any reason other than by operation of Ms. Mora's agreement or consent, then Guarantor's liability under this Guaranty shall continue in full force and effect with respect to all Obligations as if they were and continued to be legally enforceable.
8. Reinstatement. This Guaranty shall be reinstated if at any time any payment of any Obligations must be returned by Ms. Mora upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Defendant or any Guarantor, or otherwise. Without limiting the generality of the foregoing, if all or any part of the payment or performance of the Obligations is avoided or recovered directly or indirectly from Ms. Mora as a preference, fraudulent transfer or otherwise, this Guaranty shall be reinstated and remain in full force and effect.
9. Assignments. Guarantor further agrees that this Guaranty is assignable by Ms. Mora without prior notice to Guarantor, and shall inure to the benefit of Ms. Mora's successors and assigns. This Guaranty is not assignable by Guarantor except with the express written consent of Ms. Mora. Guarantor further agrees that its obligations hereunder shall be binding upon its respective successors, heirs, assigns and legal representatives. The dissolution or release from liability of any other guarantor shall not relieve Guarantor of any liability hereunder.
10. Representations and Warranties. Guarantor represents and warrants that:
- (a) this Guaranty has been duly executed by Guarantor;
  - (b) this Guaranty constitutes a legal, valid and binding obligation of Guarantor, enforceable in accordance with its terms, subject to the effects of bankruptcy, solvency, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing;
  - (c) the execution, delivery and performance of this Guaranty will not violate or result in default in any applicable law, rule or regulation or any judgment, order or decree or agreement, instrument or undertaking applicable to Guarantor and will not result in, or require, the imposition or creation of any lien on any of its properties or revenues pursuant to any of the foregoing, in each case in any material respect;
  - (d) no consent or authorization of, or filing or registration with, any governmental authority, and no consent of any other person, is required in connection with the execution, delivery, performance, validity or enforceability of this Guaranty, other than as may have been obtained or made and is in full force and effect;

- (e) Guarantor is (x) solvent, (y) able to pay Guarantor's debts as they become due and (z) does not have insufficient or too small capital; and
  - (f) Guarantor delivers this Guaranty based solely on its independent investigation of the financial condition of Defendant and assumes full responsibility for obtaining further information.
11. Subordination. Guarantor hereby subordinates all claims Guarantor may have against Defendant arising from or relating to this Guaranty or otherwise, to the prior payment of all obligations of Defendant to Ms. Mora.
  12. No Subrogation; Contribution. Guarantor shall not be entitled to be subrogated to any of the rights of Ms. Mora against Defendant for payment made by Guarantor under this Guaranty, nor shall Guarantor be entitled to seek any contribution from Defendant for payments made by Guarantor under this Guaranty, unless all amounts then due and payable to Ms. Mora have been paid in full.
  13. Entire Agreement. This Guaranty constitutes the entire agreement between the parties with respect to the subject matter hereof.
  14. Binding Effect. This Guaranty shall be binding upon and inure to respective benefits of Ms. Mora and Guarantor and respective successors and assigns of Ms. Mora and Guarantor, except that Guarantor shall not have the right to assign its rights hereunder or any interest herein without Ms. Mora's prior written consent. The death of Guarantor shall not terminate liability and this Guaranty shall be binding upon Guarantor's heirs, devisees and personal representatives.
  15. Severability. In the event that any one or more of the provisions contained in any of this Guaranty shall be determined to be invalid, illegal, or unenforceable in any respect for any reason, the validity, legality, and enforceability of any such provision or provisions in every other respect, and the remaining provisions of this Guaranty shall not be in any way impaired.
  16. Governing Law. This Guaranty shall be governed by, and construed in accordance with, the laws of the State of California.
  17. Waiver of Trial By Jury. Guarantor and Ms. Mora each hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Guaranty or any of the transactions contemplated thereby.
  18. Counterparts. This Guaranty may be executed in any number of identical counterparts, which shall constitute an original and collectively and separately constitute a single instrument or agreement.
  19. Joint and Several Liability. To the extent this Guaranty is executed by more than one Guarantor the obligations hereunder shall be joint and several.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed this \_\_\_\_\_ day of November, 2012.

LAHOVARI ARI BI, an individual

Address: 280 E. 10th @ Gilroy, CA 95020.

Telephone: 415-724-9800.

Email: LARI BI @ ATT.NET.

EXHIBIT A

## CONSENT OF SPOUSE

I acknowledge that I reviewed the foregoing Continuing Guaranty of even date herewith (the "Guaranty") executed by my spouse, Lahouari Aribi in favor of WirelessComm, Inc. ("Defendant").

I acknowledge that I have been informed of Guarantor's fiduciary duties to me as my spouse, that I have had an opportunity for full disclosure of all facts relevant to the Guaranty, and have been informed of my right to separate counsel; to represent me, if so requested.

I hereby consent to Guarantor's execution of the Guaranty, agree to be bound by the terms thereof solely to the extent of my interest in any assets or property of Guarantor, and further agree that our community assets, including without limitation, all real and personal property and earnings, shall be bound thereby. I am fully aware of the legal effect, significance and consequences of my consent to Guarantor's execution of the Guaranty, and to my execution of this Consent.

I agree that the terms hereof and of the Guaranty shall be binding upon my successors, assigns (including, without limitation, the trustee of any trust that I create), personal representatives, heirs, and legatees.

This Consent is given solely for Ms. Mora's benefit, and her successors and assigns.

Dated: November 27, 2012

By: 

Name: SAMER Khatib

EXHIBIT A

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## NOTICE TO ALL WIRELESSCOMM, INC. EMPLOYEES

This Notice is being posted pursuant to a Consent Decree entered by the federal Court in *EEOC & Mora v WirelessComm, Inc.*, (Wireless), Civil Action Number 5:11-cv-04796-EJD, resolving a lawsuit filed by the U.S. Equal Employment Opportunity Commission (“EEOC”) and Deisy Mora against WirelessComm. The EEOC is the federal agency responsible for enforcing laws against discrimination in employment.

Title VII of the Civil Rights Act of 1964, as amended, is a federal which prohibits discrimination on the basis of sex, race, religion, national origin and color in all employment practices, including job application procedures, post-offer and other employment-related medical evaluations, hiring, firing, advancement, compensation, training and other terms, conditions and privileges of employment. 42 U.S.C. §2000e. Title VII prohibits sexual harassment as well as harassment based on race, religion, national origin or color. Title VII further prohibits retaliation against employees or applicants who avail themselves of the rights provided by the Title VII by engaging in protected activities such as filing a charge of discrimination, complaining about harassment and/or testifying or participating in an investigation conducted by the EEOC.

To resolve lawsuit identified above, WirelessComm the EEOC and Deisy Mora have entered into a Consent Decree through which WirelessComm agrees to comply with all aspects of Title VII. WirelessComm also agrees that it will not retaliate against applicants or employees for complaining about discrimination. WirelessComm has adopted policies and procedures in an effort to prevent discrimination within its workforce.

If you have a complaint of employment discrimination or questions regarding laws prohibiting employment discrimination, you may seek assistance from \_\_\_\_\_, an independent Equal Employment Opportunity (EEO) consultant retained by WirelessComm by calling \_\_\_\_\_. Alternatively, you can contact the EEOC’s San Jose Local Office, 96 N. Third St., Suite 250, San Jose, CA 95112 or by calling 1-800-669-4000(TDD 1-800- 669-6820). General information may be obtained on the Internet at [www.eeoc.gov](http://www.eeoc.gov) .

\_\_\_\_\_  
[Name of posting official]

\_\_\_\_\_  
Date Posted:

**EXHIBIT B**