

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Moriah Inc.
3200 E. Eisenhower Parkway
Ann Arbor, Michigan 48108

PART I: General Provisions

1. This Agreement is between the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), and Moriah, Inc., 3200 E. Eisenhower Parkway, Ann Arbor, Michigan 48108.
2. The violation identified in this Agreement was found during a compliance evaluation of Moriah, Inc., which began on June 15, 2018, and was specified in a Notice of Violation that was issued on April 2, 2020. OFCCP alleges that Moriah, Inc., has violated Executive Order 11246, as amended, and implementing regulations at 41 CFR Chapter 60 due to the specific violations cited in Part II below.
3. This Agreement does not constitute an admission by Moriah, Inc., of any violation of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), and the implementing regulations.
4. The provisions of this Agreement will become part of Moriah, Inc.'s, AAP. Subject of the performance by Moriah, Inc., of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of Moriah, Inc., with all OFCCP programs will be deemed resolved. However Moriah, Inc., is advised that the commitments contained in this Agreement do not preclude future determinations of noncompliance based on a finding that the commitments are not sufficient to achieve compliance.
5. Nothing herein is intended to relieve Moriah, Inc., from the obligation to comply with the requirements of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), their implementing regulations, or any other equal employment statute or executive order or its implementing regulations.
6. This Agreement becomes effective on the day it is signed by the Regional Director of the Midwest Region (the "Effective Date").

PART II: Specific Provisions

1. **VIOLATION:** During the period January 1, 2017 through June 30, 2018, Moriah, Inc., failed to preserve all personnel and employment records made or kept by Moriah, Inc., for not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later. Specifically, Moriah, Inc., failed to submit personnel activity data for applicants and hires in their AAP and applicant flow log. This is a violation of 41 CFR 60-1.12.

REMEDY: Moriah, Inc., will preserve all personnel or employment records made or kept in either electronic or hard copy format including but not limited to all expression of interest through the internet or related electronic data technologies, record related to internal and/or external databases, physical and online applications, completed applicant self-identification forms, resumes, testing materials, and interview records, for not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later. Where a compliance evaluation has been initiated by OFCCP, Moriah, Inc., will preserve all employment or personnel records beyond the two year period until OFCCP makes a final disposition in the matter.

Part III: Reporting

1. Moriah, Inc., agrees to retain records pertinent to the violations cited in Part II above, and to the reports submitted in compliance with Paragraph 2, below. These records shall include data and information underlying the required reports, specifically, but not limited to all applications and personnel records. The records will be retained until the expiration of this Agreement or consistent with regulatory requirements, whichever is later.
2. Moriah, Inc., agrees to furnish the OFCCP Detroit District Office, 211 West Fort Street, Suite 1320, Detroit, Michigan 48226 with the following report covering the period of May 1, 2020 through April 30, 2021, and shall be due May 15, 2021.
 - a. A summary narrative describing how it has changed and corrected its record-keeping procedures and process. Moriah, Inc., will submit correct and accurate data of the complete number of applicants and the complete number of hires for each job group for the twelve (12) month period ending April 30, 2021. This information will be delineated by gender, race, and/or ethnic group, where possible, of each applicant as stipulated in the regulations found at 41 CFR 60-1.12.
3. This Conciliation Agreement shall remain in effect until the review and acceptance by OFCCP of Moriah, Inc., and progress report.

TERMINATION DATE: This Agreement will expire 90 days after the OFCCP receives the reports required in Part III above or on the date that the District Director gives notice to Moriah, Inc., that Moriah, Inc., has satisfied its reporting requirements, whichever occurs earlier, unless the OFCCP notifies Moriah, Inc., in writing prior to the end of the 90-day period that Moriah, Inc., has not satisfied its reporting requirements pursuant to this Agreement.

INTEGRATION CLAUSE: This Agreement represents the full Agreement between Moriah, Inc., and the OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither Moriah, Inc., nor the OFCCP relies upon any promise, representation of fact or law, or other inducement that is not expressed in this Agreement. This Agreement may be modified only by written agreement of the Parties affected and may not be modified by any oral agreement.

PART IV: Signatures

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Moriah Inc, 3200 E. Eisenhower Parkway, Ann Arbor, Michigan 48108

(b) (6), (b) (7)(C)

John Cornack
Chief Executive Officer
Moriah, Inc.
Ann Arbor, Michigan 48108

DATE: 4.9.20

(b) (6), (b) (7)(C)

Laila E. Turner
Assistant District Director
Detroit District Office
Midwest Region

DATE: 04/09/2020

(b) (6), (b) (7)(C)

(b) (7)(E), (b) (6)
Compliance Officer
Detroit District Office
Midwest Region

DATE:

(b) (6), (b) (7)(C)

Phyllis Lipkin
District Director
Detroit District Office
Midwest Region

DATE: 04/09/2020