



Writer's Direct Telephone: 716/805-2167
e-mail: chead@moog.com

November 10, 2021

Sent via email and regular U.S. mail

Ralph C. Lorigo, Esq.
Law Office of Ralph C. Lorigo
101 Slade Avenue
West Seneca, New York 14224
RLorigo@lorigo.com

Todd J. Aldinger, Esq.
441 Potomac Avenue, Lower
Buffalo, New York 14213
ToddAldinger@gmail.com

Re: Challenge to the Federal Contractor COVID-19 Vaccination Mandate

Dear Messrs. Lorigo and Aldinger:

Your letter, dated November 5, 2021, addressed to John Scannell and other members of Moog's Board of Directors, has been referred to me as General Counsel for Moog Inc. You have stated that you represent employees and shareholders of Moog, which as a matter of professional courtesy I will assume to be true, although you have not identified any individual or entity as your client.

The vaccination requirements now mandated by the U.S. Government present a complex and challenging issue for federal contractors and for their employees. We respect the rights of employees to make individual choices that they believe are in their best interest. Mr. Scannell stated in his memo to employees that the full vaccination mandate as imposed by the contractual clause is not the approach we would have taken given a choice. Also as expressed by Mr. Scannell, the health and safety of our employees is a top priority along with the financial health of our company.

We appreciate your passion and advocacy regarding individual rights, regulatory procedural requirements, and limitations on the power of the federal government to direct our lives. The management of Moog, however, will not join, endorse, or support the bringing of a lawsuit to challenge the vaccination mandate as currently being implemented and imposed on federal contractors. We will adhere to contract requirements.

In Moog's case, we have received contractual directives from both of our major prime contractors and from U.S. Government customers. We intend to exercise our best efforts at complying with all U.S. Government requirements included in our contracts. We are also closely watching developments in this area and the adoption of any exceptions. Enforcement has now been delayed until January 4, 2022. As currently provided for in

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the FAR clause, Moog will recognize exceptions to the vaccination requirement as a result of a medical condition or because of a sincerely held religious belief, practice, or observance. We are working with employees that satisfy either of these requirements to properly apply for and document an exception that will allow them to continue to remain employed with Moog without being vaccinated, but with certain reasonable accommodations. These are limited exceptions, and we expect any application to be made in good faith.

In addition, I advise you that Randy Fahs, Assistant General Counsel (400 Jamison Road, East Aurora, NY 14052; rfahs@moog.com), is Moog's lead attorney regarding our contractual obligations and the application of the FAR clause requiring vaccinations; Stephen Kelkenberg, Litigation Partner at Hodgson Russ LLP (140 Pearl Street, Suite 100, Buffalo, NY 14202; skelkenberg@hodgsonruss.com), has been retained by Moog to represent the company and management in any litigation related to this matter. As such, I request that you address any further communications to Mr. Fahs or Mr. Kelkenberg. As Moog and its management is represented by counsel, please do not communicate directly with Mr. Scannell or any other director or officer.

This letter is without prejudice to all rights and remedies that Moog and its officers and directors may have regarding the subject matter.

Very truly yours,

Christopher A. Head

Christopher A. Head
General Counsel

CC: John Scannell
Randy Fahs, Esq.
Stephen Kelkenberg, Esq.