

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Olin Corporation

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated the Olin Corporation’s establishment located at 33 County Road 166, Oxford, MS 38655-9721 (“Olin” or “the establishment”) beginning on December 4, 2019. During the compliance review of Olin, OFCCP alleged Olin is not in compliance with Executive Order 11246, as amended (“E.O. 11246” or the “Executive Order”) and its implementing regulations at 41 Code of Federal Regulations (“CFR”) Chapter 60, Sections 60-1 through 60-3. OFCCP has not issued any formal notice of alleged violations regarding the establishment and there have not been any adjudicated findings. Olin denies the allegations.

In the interest of resolving the alleged violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Olin (collectively “the parties”) enter into this Conciliation Agreement (“Agreement”) and its incorporated attachments, and the parties agree to all the terms therein.

II. General Terms and Conditions

1. In exchange for Olin’s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246 based on the alleged violations described in Section III below. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Olin violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Olin’s compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Olin will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Olin of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended (Section 503), the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (VEVRAA), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Olin and OFCCP agree that any release of claims required by this Agreement will only pertain to claims of hiring discrimination under E.O. 11246.

5. Olin agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
8. This Agreement becomes effective on the day it is signed by the Director of the Southeast Region (Effective Date).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after Olin submits its final progress report required in Section VII, below, unless OFCCP notifies Olin in writing before the expiration date that Olin has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Olin has met all of its obligations under the Agreement.
11. If Olin violates this Agreement:
 - a. The procedures at 41 CFR 60-1.34 will govern:
 - i. OFCCP will send Olin a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Olin shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - iii. If Olin is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
 - iv. In the event of a breach of this Agreement by the Olin, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.
 - b. Olin may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-1.27 and/or other appropriate relief for violating this Agreement.

12. Olin does not admit to any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
14. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than OFCCP.
15. Each party shall bear its own fees and expenses with respect to this matter.
16. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
17. All references to “days” in this Agreement, and in the Timeline included as Attachment B (“the Timeline”), are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a federal holiday, that deadline will be extended to the next business day.

III. Alleged Discrimination Violations

1. **Alleged Sex Discrimination in Hiring:** OFCCP alleges that Olin is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 Section 202 and 41 CFR 60-1.4(a)(1). Specifically, OFCCP found statistically significant differences in the hiring rates of female applicants for Adjuster II positions when compared to male applicants during the period of December 9, 2017 through December 9, 2019, resulting in a shortfall of 29 female hires.
2. **Alleged Race Discrimination in Hiring:** OFCCP alleges that Olin is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 Section 202 and 41 CFR 60-1.4(a)(1). Specifically, OFCCP found statistically significant differences in the hiring rates of Black applicants for Adjuster II positions when compared to White applicants during the period of December 9, 2017 through December 9, 2019, resulting in a shortfall of 45 Black hires.

IV. Financial Remedy

1. Settlement Fund

- a. **Settlement Fund Account.** Within fourteen (14) days after the Effective Date, Olin will deposit a total of \$630,000.00 in an FDIC-insured interest-bearing account maintained by Rust Consulting, its Third-Party Claims Administrator (TPCA). By the deadline set forth in the Timeline, Olin or the TPCA will notify OFCCP when this

action is complete and provide appropriate documentation, including the name and address of the FDIC-insured banking institution, the account number for the settlement fund, the date of deposit, the deposit amount, and bank records showing the deposit amount. By the dates set forth in the Timeline, Olin or the TPCA will provide OFCCP with bank records showing the current balance of the account, list of transactions and the amount of accrued interest on the account. The settlement fund is a negotiated amount that represents estimated back pay and accrued interest arising from the alleged violations. Olin's share of statutory taxes/contributions on the portion representing back pay (such as Federal Income Contributions Act (FICA) and Federal Unemployment Tax Act (FUTA) or other federal, state and/or local taxes) is not part of the Settlement Fund. Olin will be responsible for any banking account fees related to the Settlement Fund.

- b. **Specific Settlement Fund Amounts.** The total Settlement Fund amount includes \$554,400.00 in back pay and \$75,600.00 in interest to resolve specific violations set forth in Section III.

2. Allocation

- a. **Total Amount to be Allocated.** The back pay and interest amounts of the Settlement Fund, plus any additional interest that accrues on these interest-bearing accounts, will be distributed as explained in this Section to all Affected Applicants (identified in Attachment A) who timely respond to the Notice Process, execute the Release of Claims, and whose eligibility is verified (hereinafter "Class Member(s)")¹. Individual shares will include appropriate deductions for each individual's share of payroll deductions required by law on the portion representing back pay only, such as federal (FICA), state or local insurance premiums or taxes.
- b. **Affected Applicants Eligible to Receive Payments.** The Settlement Fund will be distributed to all Class Members on the Final List of Class Members ("Final List"). The process of determining the Final List is explained below under Notice Process. The Settlement Fund will be distributed to the Final List in equal shares. All Final List Class Members are entitled to their share of the monetary settlement regardless of whether they are currently interested in employment with Olin.
- c. **Payments to Class Members.** OFCCP will provide Olin a list of the payment amount for each Class Member on the Final List by the date set forth on the Timeline. Olin or its TPCA will issue checks to each Class Member in the stated amount, along with appropriate tax reporting forms (such as W-2 and Internal Revenue Service (IRS) Form 1099) by the date set forth on the Timeline. OFCCP will receive timely documentation of all payments made and any payments returned undelivered, or any checks not cashed, as set forth on the Timeline. Reasonable efforts will be made to

¹ With respect to the financial remedy, the term "Class Member(s)" refers to the individuals listed in Attachment A that timely respond to the Notice Process as explained below and execute the Release of Claims, even if they are currently employed by Olin.

ensure that all Class Members listed on the Final List have an opportunity to claim their portion of the settlement. Where it is determined that a Class Member did not receive a check or that a check was lost, OFCCP and Olin will work together to provide a replacement check before any funds are redistributed to other class members. Any checks that remain uncashed 60 days after the initial date checks were mailed to the Class Members will be void. With respect to any uncashed funds, Olin or its TPCA will make a second distribution to all Class Members who cashed their first check by the deadline set forth in the Timeline, if the amount of such remaining unclaimed funds would result in payment of \$50.00 or more (before adjustments) to each such Class Member. Any second distribution check that remains uncashed 60 days after the date the second distribution was mailed to the Class Member will be void. Olin will use all remaining funds in support of equal opportunity training.

- d. **Tax Payments, Forms, and Reporting.** Olin will pay Olin's share of social security withholdings and any other tax payments required by law from additional funds separate from the Settlement Fund. Olin or its TPCA shall mail to each Class Member an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Class Members either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Class Member will be required to complete a W-4 or W-9 in order to receive payments under this settlement.² Pursuant to the Tax Cuts and Jobs Act (TCJA) OFCCP will report to the IRS via a form 1098-F when an employer (or individual) is required to pay fines, penalties, restitution, remediation, or other costs in excess of \$50,000 as a result of a violation of law or an investigation or inquiry into a violation of law.³

3. Notice Process

- a. **OFCCP and Olin Obligations under the Notice Process.** The Notice Process set forth in this agreement is intended to provide Affected Applicants a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. This includes providing technical assistance to Affected Applicants seeking information about their rights and obligations under this Agreement. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, Olin and OFCCP will regularly meet and confer in person, by phone and/or by email on the notice process to determine how best to carry out the Notice provisions of this Agreement, and to decide whether any activity, deadline or document should be modified. OFCCP and Olin agree not to unreasonably withhold consent to reasonable modifications proposed by either party.

² IRS guidance states that an employer can assume a single deduction in the absence of a W-4 form. See 26 CFR 31.3402(f)(2)-1(a).

³ The IRS issued its implementing regulations in January 2021.

<https://www.federalregister.gov/documents/2021/01/19/2021-00741/denial-of-deduction-for-certain-fines-penalties-and-other-amounts-related-information-reporting>

- b. **Notice Documents.** Olin will distribute Notice Documents contained in Attachment C to Affected Applicants identified in Attachment A. The Notice Documents include the Notice, Release of Claims, and Information Verification & Employment Interest Forms. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, the parties will meet and confer on any reasonable modifications of the Notice Documents or additions to the materials distributed by Olin, if proposed by either party.
- c. **Timeline.** Attachment B sets forth the agreed Timeline for the Notice Process and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- d. **Search for Affected Applicants.** OFCCP shall provide Olin with complete contact information in its possession or its authority to obtain on the Affected Applicants by the date set forth in the Timeline.
- e. **Distribution of Notice to Affected Applicants.** Olin or its TPCA will provide initial notice by both regular first-class mail and by email. Olin will send copies of all the Notice Documents as defined above, including a postage-paid return envelope, by email and by first class mail to the most recent known mailing address for each Affected Applicant, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, Olin will re-mail the Notice Documents within five (5) days of receipt of the forwarding address.

On a biweekly basis, Olin or its TPCA will notify OFCCP of all letters returned as undeliverable and will re-mail the Notice Documents to Affected Applicants for whom OFCCP provides an updated address within five days of receiving such an address from OFCCP.

Per the Timeline, Olin will provide OFCCP the names of the Affected Applicants who did not respond to the Notice Documents, failed to return both forms, or failed to sign a form as required. Based on the response to the initial notice, the parties will meet and confer by the date set forth in the Timeline to assess the results of the initial notice and to ensure that the second round of notice maximizes the potential response rate. Olin will send a second email and mail notice to Affected Applicants with valid addresses who fail to respond to the first notice by the date set forth in the Timeline unless the parties agree otherwise.

- f. **Distribution of Notice by Other Means.** OFCCP may also conduct independent efforts to communicate with Affected Applicants about this Agreement through official U.S. Department of Labor channels and in partnership with community-based organizations.
- g. **Notice Deadline.** The final deadline for any Affected Applicant to respond to the Notice is set forth in the Timeline. The parties will prominently display this deadline on all materials they distribute in paper or online form regarding this Agreement and

explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.

- h. **Technical Assistance.** The parties will timely respond to any inquiries from Affected Applicants using information consistent with this Agreement and the Notice Documents and will document all inquiries and the result. OFCCP will provide contact information for individuals to contact OFCCP regarding this Agreement. The parties will prominently display this contact information on all materials they distribute in paper or online form regarding this Agreement. Olin will provide OFCCP's contact information to any Affected Applicant as appropriate.
- i. **Exchange of Information Regarding Affected Applicants.** Olin and OFCCP will timely exchange information regarding Affected Applicants, including updated contact information and the results of any technical assistance provided.
- j. **Final List of Class Members.** The Final List will include all Affected Applicants who timely respond to the Notice and submit the Verification of Information & Employment Interest Form and a signed Release of Claims Form by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP. The parties will establish the Final List by the date set forth in the Timeline. The parties will meet and confer on any outstanding issues or questions regarding the Final List. Prior to the deadline, either party may identify additional potential Affected Applicants who may have been erroneously excluded from the original or any subsequent list. OFCCP shall make the final determinations of eligibility but will make every effort to negotiate in good faith to resolve any dispute about the Final List. Olin will provide to OFCCP any information necessary to determine the Final List.
- k. **Documentation of Payments.** By the deadline set forth in the Timeline, Olin will provide OFCCP with electronic documentation of all payments to Class Members, including the amounts paid, the date payment was sent, the check was cashed, and any uncashed or returned checks. In the event of a second distribution, Olin will provide a similar documentation on the second distribution.
- l. **Olin's Expenses.** Olin will pay all expenses associated with carrying out its duties pursuant to this Section from funds separate and apart from the amount designated in this Agreement for the Settlement.

V. Additional Individual Relief

- 1. **Description of Job Opportunities.** As vacancies occur in Adjuster II positions, Olin shall contact Class Members in the order that they completed their Information Verification & Employment Interest Form, or if the Forms were received on the same day, in the order of their original application date. As long as the Class Member is not a current employee or ineligible former employee, Olin will send them a link to the application system and invite

them to express interest in employment as an Adjuster II.⁴ Olin will make bona fide job offers in the order that Class Members complete the application link to the Class Members who have expressed interest in employment, meet the basic qualifications for the position, and are not currently employed by Olin until 46 Class Members are hired in Adjuster II positions or until the list of Class Members expressing an interest in employment is exhausted, whichever comes first. Class Members will have priority over all other candidates for hire into Adjuster II positions until 46 Class Members are hired or until the list of Class Members expressing an interest in employment is exhausted, whichever comes first. Olin will make at least two attempts by phone and two attempts by email to contact qualified Class Members who have expressed an interest in employment with Olin on the Information & Employment Verification Interest Form. Class Members have seven (7) calendar days to accept or reject the Conditional Offer. Class Members who accept a conditional written job offer must initiate post-offer steps within seven (7) calendar days of their date of offer acceptance and must complete the post-offer requirements in place for all hires in Adjuster II positions.

The report-to-work date for Class Members hired pursuant to this Agreement shall be no later than fourteen (14) days after the date the Class Member passes all post-offer requirements. The Class Member must report to work on the day designated or provide Olin notice of good cause for their absence on or before that date. If good cause is provided, the Class Member must report to work within five (5) days of the original designated start date. Otherwise, Olin may withdraw the job offer and shall be under no obligation to hire the Class Member under this Agreement but remains obligated to hire until 46 Adjuster II positions are filled or the list of Class Members is exhausted, whichever comes first.

Olin agrees to pay Class Members hired under this provision at least the current entry level wage for Adjuster II positions and provide all regular and on-the-job training currently provided to employees in that position. Class Members hired into Adjuster II positions, and who remain employed at the conclusion of the standard 90-day probationary period, will receive retroactive seniority of 22.8 months for purposes of wage rate, job retention, and job bidding. As of the date of hire in 2023 or 2024, Olin will waive waiting periods for Class Members for purposes of enrollment in medical benefits, dental benefits, vision benefits, FSA/HSA spending accounts, company-provided basic life, company provided A&D, company provided STD, and employee enrollment in optional benefit plans including supplemental life, critical illness, accident, ID theft, Hyatt legal, and travel & accident insurance. After 90 days of employment, employees will be deemed fully vested in the 401(k) plan.

2. **Reporting.** Olin will document the job offers and hires, including job offers made, reasons for rejection, and Class Members hired and terminated during the monitoring period as set forth in Section VII, OFCCP Monitoring Period, below.

⁴ Class Members must submit the application for the purpose of providing updated information to Olin.

VI. Modifications to Employment Practices and Other Non-Monetary Relief

1. **Compliance.** Olin will ensure that all applicants are afforded equal employment opportunities. Olin agrees to continue and/or to implement the corrective actions detailed below.
2. **Revised Hiring Process.**
 - a. **Eliminate Discriminatory Selection Procedures.** Olin agrees to comply with all OFCCP regulations concerning selection procedures, including 41 CFR 60-3. Olin will not use any selection procedure that has an adverse impact, as defined in 41 CFR 60-3.4D, on applicants of a particular race, ethnicity, or sex unless it properly validates the procedure pursuant to these regulations and can show that the selection procedure is job related and consistent with business necessity.
 - b. **Review and revisions required.** Within the timeframes specified in Attachment B, Olin will provide a comprehensive written description of the practices, policies, and procedures for the selection process used for all hires into Adjuster II positions at its 33 County Road 166, Oxford, MS establishment (hereinafter “Revised Hiring Process”). Olin will ensure all policies and qualifications standards are uniformly applied to all applicants. Olin will not use an employee referral program exclusively in hiring for Adjuster II positions and will monitor employee referrals as described in Section VI.4 of the Agreement.
3. **Training.**
 - a. **Revised Hiring Process.** Within 90 calendar days of the Effective Date of this Agreement, Olin will train every individual involved in recruiting, selecting, or tracking applicants for Adjuster II positions pursuant to the Revised Hiring Process and OFCCP’s recordkeeping obligations. The training will include instruction including, but not limited to: the proper implementation of the recruitment, tracking, and selection procedures; neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; procedures to be used to document the decisions made at each step in the hiring process; and the procedures to be used to ensure that documents are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3. Olin will ensure that Class Members benefitting from the provisions of this Agreement are not retaliated against. Olin will document and maintain a record of the date of each training, and the name and job title of each employee attending each training.
 - b. The training must ensure that managers who have completed the training understand and can implement the requirements to (1) follow nondiscriminatory recruitment and hiring practices, (2) consistently and fairly implement the Revised Hiring Practices, and (3) properly document the results of their decisions and retain appropriate records.

- c. **Equal employment opportunity obligations.** Within 90 calendar days of the Effective Date of this Agreement, Olin will meet with management and all individuals responsible for the recruitment and selection process for Adjuster II positions to review its equal employment obligations and nondiscrimination policies related to recruitment and hiring. Olin will document and maintain a record of the date of each meeting, and the name and job title of each employee attending each meeting.
4. **Monitoring.** Olin agrees to monitor selection rates at each step of its selection process for Adjuster II positions. Where it is determined that a selection procedure or qualification has an adverse impact, as defined in 41 CFR 60-3.4D, on the hiring of applicants of a particular race or gender, Olin will eliminate the procedure, choose an alternative procedure, or validate the procedure in accordance with the Uniform Guidelines on Employee Selection Procedures codified at 41 CFR Part 60-3. Olin agrees to maintain and make available for inspection records concerning the impact of the selection process for Adjuster II positions. This includes documenting the number of persons hired by race and sex, the number of applicants who applied by race and sex, and the number of applicants by race and sex who participated in and passed each selection procedure utilized. This information will be maintained until the expiration of this Agreement or as long as required by 41 CFR 60-1.12, whichever is later. Olin will meet its obligation to conduct adverse impact analyses in accordance with the requirements of 41 CFR Part 60-3.
5. **Recordkeeping.** Pursuant to 41 CFR 60-1.12, Olin will ensure its managers properly document the results of hiring decisions made pursuant to the revised hiring policies and procedures, and properly maintain all records on the revised policies and procedures including any associated underlying data and information such as recruitment agreements, HRIS and payroll data, job applications, applicant and hire data, disposition codes, and personnel records, and any other records or data used to generate the required reports. Olin will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

VII. OFCCP Monitoring Period

1. **Recordkeeping.** Olin agrees to retain all records relevant to the violations cited in Section III above and the reports submitted in compliance with Paragraph VII.2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Olin will retain these records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Olin Reports.**
 - a. **Schedule and Instructions:** Olin agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

- i. **Progress Report 1:** Due February 15, 2024 covering the period from the Effective Date through December 31, 2023.
- ii. **Progress Report 2:** Due February 15, 2025 covering the period of January 1, 2024 through December 31, 2024.

Olin will submit reports to Christopher Williams, District Director Birmingham District Office at (b) (6), (b) (7)(C) @dol.gov; with a copy to Compliance Officer (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C) @dol.gov.

Olin and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports Olin provides in accordance with this agreement are customarily kept private or closely held, and Olin believes should remain confidential in the event of a FOIA request, Olin will provide such reports to OFCCP marked as “Confidential.” In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents to the extent permissible under law.

- b. **Reporting on Financial Remedy.** Within the prescribed timeframes, Olin will submit all documents and information referenced in Section IV of the Agreement, including but not limited to names of Class Members who were received a distribution pursuant to this Agreement, and for each such Class Member, the number and the amount of the check and the date the check cleared the bank.
 - i. In each Progress Report, Olin will provide OFCCP with copies of bank records showing the current balance of the settlement fund account, a list of transactions, and the amount of accrued interest on the account.
- c. **Reports on Job Offers:** In each progress report, Olin will report on all job offers and hires made pursuant to the Agreement until all of the job opportunities for the reviewed establishment are filled or the list of Class Members expressing interest in the positions is exhausted. This includes:
 - i. A list of all Class Members who expressed an interest in employment by name, race, gender, and date of interest.
 - ii. Documentation of all job offers made to Class Members, including the name, race, and gender of individuals offered jobs, the date of their application, the date of the offer, the date the offer was accepted or rejected, and the starting pay rate.
 - iii. A list of Class Members who expressed interest in job offers who did not successfully complete the application process, including the name, race, and gender of these individuals, the date of their application, if any, and the reason Olin determined they did not successfully complete the application process along with all relevant documentation (e.g., failure to complete the application process, failure to submit and/or satisfy pre-employment screening, such as drug screening, and

documentation that the Class Member declined a job offer). This includes individuals who did not receive job offers because all available positions were filled.

- iv. A list of Class Members who were hired and terminated during the life of this Agreement, including the reason for the termination.
 - v. The number of available positions remaining to be filled and the number of Class Members still on the list.
 - vi. The start dates for Class Members who were hired.
 - vii. If Olin fails to meet its hiring obligations under this Agreement by the close of the Monitoring Period, OFCCP reserves its rights under Section II, Paragraphs 10 and 11 of this Agreement to extend the monitoring period or to pursue enforcement remedies.
- d. **Affirmative Action Programs.** Olin will submit the narrative portion of its current affirmative action program (AAP) for E.O. 11246 with the first Progress Report and annually thereafter while the OFCCP Monitoring Period for this Agreement is in effect.
- e. **Reports on Modifications to Personnel Practices.** In each Progress Report Olin will report on all modifications of personnel practices made to the Adjuster II selection process through the date of that Progress Report pursuant to the Agreement and provide documentation of its compliance with the remedy provisions of this Agreement. If any of the relevant documents, such as job postings or policies, have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient. The reports must include:
- i. Documentation of the implementation of and modifications to the Revised Hiring Process described in Section VI, Paragraph 2.
 - ii. Documentation of the training on the Revised Hiring Process and equal employment opportunity obligations described in Section VI, Paragraph 3. The documentation must include the name and job title of each employee attending the training discussed in Section VI, Paragraph 3a, and the date of the training; and the name and job title of each employee attending each meeting discussed in Section VI, Paragraph 3b, and the date of each meeting.
- f. Within the prescribed timeframes, Olin will submit all documents and information referenced in Sections IV-VI.
- g. In each Progress Report, Olin will submit the total number of applicants and hires and the breakdown by race, sex, and ethnic group for all Adjuster II positions during the reporting period.
- h. In each Progress Report, for Adjuster II positions, the results of Olin's analysis as to whether its total selection process has a statistically significant adverse impact, as

defined by 41 CFR 60-3.4D, based on sex, race, and ethnicity. For the purposes of the analysis, Olin must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis.

- i. In each Progress Report, for each instance where the total selection process has a statistically significant adverse impact based on sex, race, or ethnicity, as defined by 41 CFR 60-3.4D, the results of Olin's evaluation of the individual components of the selection process for adverse impact. For purposes of the analysis, Olin must not include hires made of Class Members pursuant to this Agreement in that analysis.
 - j. In each Progress Report, documentation indicating the actions taken by Olin upon determining that any component of the selection process has an adverse impact based on sex, race, or ethnicity for applicants to the Adjuster II positions.
3. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts Olin's final progress report as set forth in Section II, Paragraph 10 above. If OFCCP fails to notify Olin in writing within sixty (60) days of the date of the final progress report that Olin has not fulfilled all its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies Olin within the allotted time that it has not fulfilled all its obligations, this Agreement is automatically extended until the date that OFCCP determines Olin has met all of its obligations under the Agreement.

VIII. Signatures

The person signing this Agreement on behalf of Olin personally warrants that he or she is fully authorized to do so, that Olin has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Olin.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Olin Corporation, Oxford, Mississippi.

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

Kyle Masinelli
General Manager
Olin Oxford

DATE: 9/22/23

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

Aida Y. Collins
Regional Director
OFCCP-Southeast Region

DATE: _____

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

Christopher D. Williams
District Director
Birmingham District Office
OFCCP-Southeast Region

DATE: 09/25/2023

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

Guy R. Auguste
Assistant District Director
Memphis Area Office
OFCCP-Southeast Region

DATE: 09/25/2023

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

Compliance Officer
Memphis Area Office
OFCCP-Southeast Region

DATE: September 25, 2023

Attachments:

- A. List of Affected Applicants
- B. Timeline
- C. Notice Documents
 - 1. Notice to Affected Applicants
 - 2. Information Verification & Employment Interest Form
 - 3. Release of Claims Form

ATTACHMENT A: LIST OF AFFECTED APPLICANTS

Count	Last Name	First Name
1	(b) (6), (b) (7)(C)	
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
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26	(b) (6), (b) (7)(C)
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ATTACHMENT B: TIMELINE

Due Date	# of Days	# of Days from Effective Date	Action Required
10/05/2023	10	10	OFCCP provides Olin with current mailing addresses for all Affected Applicants.
10/09/2023	14	14	Olin provides OFCCP with documentation regarding the settlement fund account.
10/25/2023	30	30	Olin will mail and email Notice Documents to Affected Applicants.
-	-	-	On a bi-weekly basis, Olin will notify OFCCP of all letters returned as undeliverable.
11/24/2023	60	60	Olin provides Revised Hiring Process to OFCCP.
12/09/2023	45	75	Within 45 days from the first mailing of the Notice Documents, Olin will provide OFCCP with MS Excel file containing information about undeliverable letters, nonresponsive Affected Applicants, and the names of Affected Applicants who failed to return the Information Verification & Employment Interest Form or the Release of Claims Form or failed to sign one of these forms.
12/19/2023	10	85	Parties will meet and confer to assess the results of the first mailing to ensure the second mailing maximizes the potential response rate.
12/24/2023	90	90	Olin provides documentation of training on the Revised Hiring Process, OFCCP's recordkeeping obligations, and EEO and nondiscrimination policies related to recruitment and hiring.
12/24/2023	15	90	OFCCP will provide updated contact information to Olin within 15 days of OFCCP's receipt of the list of nonresponsive Affected Applicants.
12/29/2023	5	95	Olin sends second mailing of Notice Documents via both mail and email to nonresponsive Affected Applicants.

Due Date	# of Days	# of Days from Effective Date	Action Required
02/12/2023	45	140	Response Deadline: Affected Applicants must respond within 140 days from the Effective Date to participate in the settlement.
02/27/2024	15	155	Olin will provide OFCCP with the list of Affected Applicants who timely responded to the Notice Documents in accordance with the Agreement, along with copies of the Information Verification & Employment Interest and Release of Claims Forms.
03/13/2024	15	170	OFCCP will approve the Final List of Class Members and distribution amounts.
03/28/2024	15	185	Olin will disburse the settlement fund.
04/12/2024	15	200	Olin will provide OFCCP with bank verification of payments made to Class Members.
04/27/2024	30	215	Olin will provide a list of all Class Members' checks that were returned undeliverable or remain uncashed.
05/27/2024	60	245	First check deadline: Class Members must cash checks within 60 days after the initial date the check was mailed. Any uncashed checks are void, and the funds will go back into the settlement fund.
06/25/2024	15	260	Olin will make second distribution of checks 15 days after initial checks are void.
-	-	-	-
02/15/2024	-	-	The first Progress Report is due to OFCCP.
02/15/2025	-	-	The second Progress Report is due to OFCCP.

ATTACHMENT C.1

NOTICE TO AFFECTED APPLICANTS

You may be eligible to get money and a job because of a legal settlement between Olin Corporation and the U.S. Department of Labor

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Olin Corporation (“Olin”) that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by [DATE], you may be eligible for a payment of back wages and an opportunity for an Adjuster job with Olin.

ARE YOU AFFECTED?

Female and Black applicants who applied and were not hired for Adjuster II positions at Olin’s 33 County Road 166, Oxford, MS 38655-9721 location during the period December 9, 2017, through December 9, 2019 (“the Olin establishment”), are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of the Olin establishment’s hiring practices between December 9, 2017, and December 9, 2019. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. During its compliance review, OFCCP found that Olin disproportionately hired fewer Female and Black applicants than Male and White applicants for Adjuster II positions. Olin has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that Olin violated any laws. OFCCP and Olin entered into an Agreement to resolve the matter without resorting to further legal proceedings.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for the Adjuster II positions during the period December 9, 2017, through December 9, 2019, and were not hired, this settlement may provide you with some specific benefits:

1. You may be eligible to receive a payment of at least \$2,202.79 (before taxes). This payment represents your share of back wages and interest Olin is paying to settle the compliance evaluation. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social
-

Security contributions. Under the terms of this Agreement, it may take up to seven months from the date of this letter before you receive your distribution.

2. In addition to the monetary distribution, Olin will be making job offers for Adjuster II positions to a limited number of individuals receiving this notification. Current employees in non-Adjuster II roles are not eligible for jobs as Adjuster IIs pursuant to this Agreement. Current employees in non-Adjuster II roles must follow existing internal application procedures to express an interest in Adjuster II roles. It is not certain that you will receive a job offer. If you are still interested in employment with Olin, please check the box that says “Yes, I am interested in employment with Olin in an Adjuster II position” on the enclosed Information Verification & Employment Interest Form. Those receiving this notice, who are not current employees, will be considered for Adjuster II positions in the order that Olin receives the Information Verification & Employment Interest Forms expressing an interest in employment. If you were formerly employed with Olin, you must be eligible for rehire in order to receive a conditional job offer. Individuals who receive a conditional job offer must accept or reject the offer within 7 calendar days, initiate the post-offer requirements within 7 days of accepting the offer, and successfully complete the post-offer requirements in place for all hires in Adjuster II positions.⁵ All individuals hired pursuant to this Agreement, who remain employed after the mandatory 90-day probationary period, will be provided with retroactive seniority as set forth in the conciliation agreement between Olin and OFCCP.

To get these benefits, you will need to release (give up) certain legal claims and sign the enclosed Information Verification & Employment Interest and Release of Claims forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice, the Information Verification & Employment Interest and Release of Claims forms, and any other information you received from the U.S. Department of Labor or the Settlement Administrator.

Please do not ignore these documents or throw them away. Otherwise, you could miss an opportunity to receive money and a potential job with Olin.

To be eligible for a payment and job, you must complete, sign, and return both the following enclosed documents, (1) Verification & Employment Interest Form and (2) Release of Claims Form by [DATE] to:

⁵ Class Members must submit the application for the purpose of providing updated information to Olin.

Settlement Administrator
OFCCP – Olin

(NAME)

(TITLE)

(ADDRESS)

info@winchestersettlement.com

The documents must be received by **[insert actual date]**.

You may receive some or all of these benefits only if these forms confirm that you are one of the individuals covered by the settlement. After correct completion and submission of these documents, a final decision will be made about your eligibility.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO OLIN BY **[insert date by which class members must respond], OR IF YOUR DOCUMENTS DO NOT VERIFY YOUR ELIGIBILITY, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.**

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact info@winchestersettlement.com, or OFCCP Compliance Officer **(b) (6), (b) (7)(C)** at (901) **(b) (6), (b) (7)(C)** or **(b) (6), (b) (7)(C)** [@dol.gov](mailto:info@dol.gov). You can obtain additional information regarding this settlement on the official U.S. Department of Labor website at <https://www.dol.gov/agencies/ofccp/classmembers>.

Enclosures

Information Verification & Employment Interest Form
Release of Claims Form

ATTACHMENT C.2

Information Verification & Employment Interest Form
("Verification & Interest Form") – Affected Applicants

**PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE
COMPLETING THIS VERIFICATION & EMPLOYMENT INTEREST FORM.**

**INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR
MONEY (BACK WAGES) AND A POTENTIAL JOB OFFER FROM THE
SETTLEMENT**

DEADLINE TO RESPOND IS **DATE**

If you complete this Verification & Employment Interest Form, you may be eligible for a money payment from the settlement and you can express interest in a job offer. You may receive a money payment even if you do not express interest in a job.

To receive any money that you are eligible for, a potential job offer, or both you must complete, sign, and return **both** this Verification & Employment Interest Form **and** the enclosed Release of Claims Form. You may use the enclosed postage-paid return envelope to return the Verification & Employment Interest Form and the Release of Claims Form. You may also submit these forms via email to the Settlement Administrator at the email address listed below. It is acceptable to submit PDF files or pictures of the fully completed and signed forms via email. The forms should be mailed or emailed by **[DATE]** to the address below.

Settlement Administrator

OFCCP – Olin

(NAME)

(TITLE)

(ADDRESS)

info@winchestersettlement.com

If you do not submit a properly completed Verification & Employment Interest Form and Release of Claims Form on or before **[DATE]**, then your claim will not be on time, and **you will not receive any money from this settlement and you cannot be considered for a job offer.**

Enclosed is a stamped, pre-addressed envelope you can use.

This Verification & Employment Interest Form will only be used for the following purposes:

1. To confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment, and
2. To allow you to express interest in the jobs being offered as a result of the settlement.

Step 1: Please confirm [or provide] the following contact information to process your payment (print legibly).

First Name: _____

Last Name: _____

Any other names you have used: _____

Home Phone: _____

Cell Phone: _____

Email: _____

NOTE: If you are interested in a job opportunity but fail to provide a correct email address, you will be unable to express interest in the opening.

Address: _____

Please provide your social security number: _____

Your Social Security Number is required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose. If you fail to provide a valid Social Security Number, you will be ineligible for the settlement fund and potential employment.

Notify us at the address below if your contact information changes prior to receiving a settlement payment and potential job offer, or contact us if you have any questions about this Verification & Employment Interest Form, the Notice, or the settlement.

Settlement Administrator
OFCCP – Olin
(NAME)
(TITLE)
(ADDRESS)
(PHONE NUMBER)
info@winchestersettlement.com

Step 2: Inform us if you are interested in a position. Please indicate below whether you are currently interested in employment in an Adjuster II position with Olin. If you complete, sign, and return this Verification & Employment Interest Form and the Release of Claims Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

- Yes, I am interested in employment with Olin in an Adjuster II position.
- No, I am not currently interested in employment with Olin in an Adjuster II position.
- I am currently employed by Olin.

Step 3: Sign and return along with the Release of Claims Form.

IF YOU FAIL TO COMPLETE AND RETURN THIS VERIFICATION & EMPLOYMENT INTEREST FORM AND THE RELEASE OF CLAIMS FORM TO THE ADDRESS BELOW BY [DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

*Settlement Administrator
OFCCP-Olin
(NAME)
(TITLE)
(ADDRESS)
info@winchestersettlement.com*

I certify the above is true and correct.

Signature: _____

Printed Name: _____

Date: _____

ATTACHMENT C.3

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED (“Release of Claims Form”)

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY AND A POTENTIAL JOB OFFER FROM THE SETTLEMENT

This Release of Claims (“Release”) under Executive Order 11246, as amended, is a legal document. This document states that in return for Olin Corporation (“Olin”) paying you money, you agree that you will not file any lawsuit against Olin for allegedly violating Executive Order 11246, as amended, in connection with its selection procedures for applicants for Adjuster II positions. It also says that Olin does not admit it violated any laws. This Release says that you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least \$2,202.79 (less deductions required by law) by Olin to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Olin, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have had which relate to my non-selection for employment in the Adjuster II position on the basis of my race or gender at any time through the Effective Date of this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246, as amended, relating to my non-selection with Olin through the Effective Date of this Release.

II.

I understand that Olin denies that it treated me unlawfully or unfairly in any way and that Olin entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on December 4, 2019 I further agree that the payment of the aforesaid sum by Olin to me is not to be construed as an admission of any liability by Olin.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

IV.

I understand that if I do not sign this Release and return it to the contact listed on the enclosed Notice to Affected Applicants, by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from Olin.

IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: _____

Printed Name: _____

Date: _____