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7 ATTORNEYS FOR DEFENDANT
 8 OLIN CORPORATION

9 UNITED STATES DISTRICT COURT
 10 NORTHERN DISTRICT OF CALIFORNIA
 11 SAN JOSE DIVISION

12 JESSE J. HUTCHINGS and JUANITA C.)
 13 HUTCHINGS, as Trustees of the Jesse J.)
 14 Hutchings and Juanita C. Hutchings Revocable)
 15 Living Trust,)

Civil Action No: 1:03 CV 007519

16 Plaintiffs,)

17 vs.)

**DEFENDANT OLIN CORPORATION'S
 ANSWER, AFFIRMATIVE DEFENSES
 AND JURY DEMAND**

18 OLIN CORPORATION, STANDARD)
 19 FUSEE CORPORATION, ORION SAFETY)
 20 PRODUCTS, SANTA CLARA VALLEY)
 21 WATER DISTRICT, and DOES 1 Through)
 22 50, inclusive,)

23 Defendants.)

24 Defendant Olin Corporation (“Olin”) hereby answers the Plaintiffs’ Complaint as
 25 follows:

ANSWER

NATURE OF THE CASE

26 1. The first and third sentences of Paragraph 1 appear to contain legal conclusions to
 27 which no answer is required. To the extent that such allegations contain any factual element,
 28 Olin denies them. Olin denies each and every other allegation of Paragraph 1 of the Complaint

1 to the extent that the allegations pertain to Olin. Olin lacks knowledge or information sufficient
2 to form a belief as to the truth of any remaining allegations, and therefore denies same.

3 2. Olin denies each and every allegation of Paragraph 2 of the Complaint to the
4 extent that the allegations pertain to Olin. Olin lacks knowledge or information sufficient to
5 form a belief as to the truth of the remaining allegations of Paragraph 2, and therefore denies
6 same.

7 3. Olin denies each and every allegation of Paragraph 3 of the Complaint to the
8 extent they pertain to Olin. Olin lacks knowledge or information sufficient to form a belief as to
9 the truth of the remaining allegations, and therefore denies same.

10 4. Olin admits that governmental agencies and environmental consultants, including
11 consultants retained by Olin, are investigating the presence of perchlorate in groundwater in and
12 around a former manufacturing facility located in Morgan Hill, California and that Olin is
13 cooperating with the governmental agencies. Olin denies each and every remaining allegation of
14 Paragraph 4 of the Complaint to the extent they pertain to Olin. Olin lacks knowledge or
15 information sufficient to form a belief as to the truth of the remaining allegations, and therefore
16 denies same.

17 **THE PARTIES**

18 5. Olin admits that Plaintiffs Jesse J. Hutchings and Juanita C. Hutchings, as
19 Trustees of the Jesse J. Hutchings and Juanit a C. Hutchings Revocable Living Trust
20 (“Plaintiffs”) have alleged that they are residents of Gilroy, California. Olin lacks knowledge or
21 information sufficient to form a belief as to the truth of the remaining allegations contained in
22 Paragraph 5 of the Complaint, and therefore denies same.

23 6. With respect to Paragraph 6, Olin admits that it is authorized to do business in the
24 State of California and that, between approximately 1956 and 1987, it owned and operated a
25 facility for the manufacture of signal flares at 425 Tennant Avenue, in the City of Morgan Hill,
26 County of Santa Clara, State of California. Olin denies the remaining allegations in Paragraph 6
27 of the Complaint.
28

1 7. With respect to Paragraph 7 of the Complaint, Olin admits that Standard Fusee
2 Corporation was a lessee of a facility for the manufacture of signal flares at 425 Tennant
3 Avenue, in the City of Morgan Hill, County of Santa Clara, State of California from
4 approximately 1988 to 1996. Olin denies the remaining allegations in Paragraph 7 of the
5 Complaint.

6 8. With respect to Paragraph 8 of the Complaint, Olin admits that Standard Fusee
7 Corporation purchased certain assets from Olin in early 1988. Olin lacks knowledge or
8 information sufficient to form a belief as to the truth of the remaining allegations contained in
9 Paragraph 8 of the Complaint, and therefore denies same.

10 9. Paragraph 9 of the Complaint contains legal conclusions to which no answer is
11 required. To the extent that such allegations contain any factual element, Olin lacks knowledge
12 or information sufficient to form a belief as to the ir truth and therefore denies them. For the
13 reasons stated in Olin’s Notice of Removal, Olin denies that the Santa Clara Valley Water
14 District (“SCVWD”) is properly joined as a party defendant. Olin further asserts that SCVWD’s
15 attempted joinder by Plaintiffs is “fraudulent” as defined in Ninth Circuit case law addressing
16 “fraudulent joinder” issues for purposes of determining diversity jurisdiction and also is a
17 “fraudulent *mis*joinder” under Rule 20 of the Federal Rules of Civil Procedure. Olin lacks
18 knowledge or information sufficient to form a belief as to the truth of any remaining allegations,
19 and therefore denies same.

20 10. The allegations of Paragraph 10 of the Complaint appear to be legal conclusions
21 as to which no answer is required; to the extent that such allegations contain any factual element,
22 Olin denies them.

23 11. The allegations of Paragraph 11 of the Complaint appear to be legal conclusions
24 as to which no answer is required. To the extent that such allegations contain any factual
25 element, Olin denies the existence of any “conspiracy,” and denies any and all allegations
26 directed against Olin. Olin lacks knowledge or information sufficient to form a belief about the
27 truth or falsity of the remaining allegations and therefore denies the same.

28

1 **POTASSIUM PERCHLORATE OVERVIEW**

2 16. With respect to Paragraph 16, Olin lacks knowledge or information sufficient to
3 form a belief as to the truth of the allegations, and therefore denies same.

4 17. Paragraph 17 appears to consist of Plaintiffs' attempted paraphrase of vaguely
5 identified articles. To the extent such articles exist in published or unpublished format, the
6 contents will speak for themselves. Due to the vague and ambiguous nature of these allegations,
7 Olin lacks knowledge or information sufficient to form a belief as to the truth of the allegations
8 in Paragraph 17, and therefore denies same.

9 18. Paragraph 18 appears to consist of Plaintiffs' attempted paraphrase of vaguely
10 identified articles. To the extent such articles exist in published or unpublished format, the
11 contents will speak for themselves. Due to the vague and ambiguous nature of Plaintiffs'
12 allegations, Olin lacks knowledge or information sufficient to form a belief as to the truth of the
13 allegations in Paragraph 18, and therefore denies same.

14 19. Paragraph 19 appears to consist of Plaintiffs' attempted paraphrase of vaguely
15 identified articles. To the extent such articles exist in published or unpublished format, the
16 contents will speak for themselves. Due to the vague and ambiguous nature of these allegations,
17 Olin lacks knowledge or information sufficient to form a belief as to the truth of the allegations
18 in Paragraph 19, and therefore denies same.

19 **FACTUAL ALLEGATIONS**

20 20. Olin denies each and every allegation of Paragraph 20 of the Complaint to the
21 extent they pertain to Olin. Olin lacks knowledge or information sufficient to form a belief as to
22 the truth of the remaining allegations, and therefore denies same.

23 21. Olin denies each and every allegation of Paragraph 21 of the Complaint to the
24 extent they pertain to Olin. Olin lacks knowledge or information sufficient to form a belief as to
25 the truth of the remaining allegations, and therefore denies same.

26 22. Olin denies each and every allegation of Paragraph 22 of the Complaint to the
27 extent they pertain to Olin. Olin lacks knowledge or information sufficient to form a belief as to
28 the truth of the remaining allegations, and therefore denies same.

1 23. Olin denies each and every allegation of Paragraph 23 of the Complaint to the
2 extent they pertain to Olin. Olin lacks knowledge or information sufficient to form a belief as to
3 the truth of the remaining allegations, and therefore denies same.

4 24. With respect to Paragraph 24, Olin admits that between approximately 1956 and
5 1987, it owned and operated a facility for the manufacture of signal flares at 425 Tennant
6 Avenue, in the City of Morgan Hill, County of Santa Clara, State of California. Olin denies the
7 remaining allegations in Paragraph 24 of the Complaint to the extent they pertain to Olin. Olin
8 lacks knowledge or information sufficient to form a belief as to the truth of the remaining
9 allegations, and therefore denies same.

10 25. With respect to Paragraph 25, Olin lacks knowledge or information sufficient to
11 form a belief as to the truth of the allegations, and therefore denies same.

12 26. With respect to Paragraph 26, Olin lacks knowledge or information sufficient to
13 form a belief as to the truth of the allegations, and therefore denies same.

14 27. With respect to Paragraph 27, Olin lacks knowledge or information sufficient to
15 form a belief as to the truth of the allegations, and therefore denies same.

16 28. With respect to Paragraph 28, Olin lacks knowledge or information sufficient to
17 form a belief as to the truth of the allegations, and therefore denies same.

18 29. With respect to Paragraph 29, Olin lacks knowledge or information sufficient to
19 form a belief as to the truth of the allegations, and therefore denies same.

20 30. With respect to Paragraph 30, Olin lacks knowledge or information sufficient to
21 form a belief as to the truth of the allegations, and therefore denies same.

22 31. With respect to Paragraph 31, Olin lacks knowledge or information sufficient to
23 form a belief as to the truth of the allegations, and therefore denies same.

24 32. With respect to Paragraph 32, Olin lacks knowledge or information sufficient to
25 form a belief as to the truth of the allegations, and therefore denies same.

26 33. With respect to Paragraph 33, Olin lacks knowledge or information sufficient to
27 form a belief as to the truth of the allegations, and therefore denies same.

28

1 to Olin. Olin lacks knowledge or information sufficient to form a belief as to the truth of the
2 remaining allegations, and therefore denies same.

3 43. Olin denies each and every allegation of Paragraph 43 of the Complaint.

4 44. Olin denies each and every allegation of Paragraph 44 of the Complaint.

5 45. Olin denies each and every allegation of Paragraph 45 of the Complaint.

6
7 **SECOND CAUSE OF ACTION**

8 **[Nuisance Against All Defendants]**

9 46. With respect to Paragraph 46 of the Complaint, Olin repeats and re-alleges its
10 response to Paragraphs 1 through 39 above with the same force and effect as if fully set forth
11 herein.

12 47. The allegations of Paragraph 47 of the Complaint appear to be legal conclusions
13 as to which no answer is required. To the extent such allegations contain any factual matter,
14 Olin denies each and every allegation of Paragraph 47 of the Complaint to the extent they pertain
15 to Olin. Olin lacks knowledge or information sufficient to form a belief as to the truth of the
16 remaining allegations, and therefore denies same.

17 48. The allegations of Paragraph 48 of the Complaint appear to be legal conclusions
18 as to which no answer is required. To the extent such allegations contain any factual matter,
19 Olin denies each and every allegation of Paragraph 48 of the Complaint to the extent they pertain
20 to Olin. Olin lacks knowledge or information sufficient to form a belief as to the truth of the
21 remaining allegations, and therefore denies same.

22 49. Olin denies each and every allegation of Paragraph 49 of the Complaint to the
23 extent they pertain to Olin. Olin lacks knowledge or information sufficient to form a belief as to
24 the truth of the remaining allegations, and therefore denies same.

25 50. Olin denies each and every allegation of Paragraph 50 of the Complaint to the
26 extent they pertain to Olin. Olin lacks knowledge or information sufficient to form a belief as to
27 the truth of the remaining allegations, and therefore denies same.

1 Olin and denies knowledge or information sufficient to form a belief as to the truth of these
2 allegations to the extent they may pertain to any one or more of the other defendants.

3 WHEREFORE, Olin requests that Plaintiffs' Complaint, and each and every allegation
4 and purported "Cause of Action" in it, be dismissed with prejudice at Plaintiffs' costs.

5 **ANSWER AS TO ALL CLAIMS**

6 106. Olin denies each and every allegation of the Complaint not expressly admitted
7 herein.

8 **AFFIRMATIVE DEFENSES TO ALL COUNTS AND ALLEGATIONS**

9 **DIRECTED TO OLIN**

10 **FIRST AFFIRMATIVE DEFENSE**

11 Plaintiffs' Complaint and each putative "cause of action" contained therein fail to state a
12 claim upon which relief can be granted against Defendant Olin.

13 **SECOND AFFIRMATIVE DEFENSE**

14 Plaintiffs' claims against Olin are barred by any applicable statutes of limitations
15 including, without limitation, California Code Civ. Proc. § § 338 and 340(3), which bar each and
16 every claim asserted by the Plaintiffs, and by any other applicable statutes of limitation and/or by
17 the doctrine of laches and/or statutes of repose.

18 **THIRD AFFIRMATIVE DEFENSE**

19 Olin's manufacturing operations at 425 Tennant Avenue, Morgan Hill, California were
20 at all relevant times conducted in accordance with the then-existing state of the art in conformity
21 with the generally recognized state of technological and scientific knowledge existing at the time
22 of the operations at issue. Olin's conduct and activities were reasonable, prudent and common
23 in the industry and met the standards set by the appropriate governmental agencies.

24 **FOURTH AFFIRMATIVE DEFENSE**

25 At all relevant times, Olin had no knowledge, either actual or constructive, and had no
26 reason to know of alleged propensities, if any, of the materials identified in Plaintiffs'
27 Complaint, to cause or contribute to any alleged injury or damage to property or to any illnesses
28

1 of any type, and could not have acquired such knowledge by the application of reasonable,
2 developed human skill and foresight.

3 **FIFTH AFFIRMATIVE DEFENSE**

4 Olin acted with due care and in accordance with federal, state and local laws and
5 regulations in effect at the time of any alleged acts or omissions. Retroactive application of
6 statutes, regulations and/or case law to any alleged acts or omissions by Olin is barred and/or
7 violates the California Constitution and/or the United States Constitution. At all relevant times,
8 Olin's conduct was licensed and permitted by the State of California and the United States of
9 America, barring Plaintiffs from any recovery herein.

10 **SIXTH AFFIRMATIVE DEFENSE**

11 At all relevant times, Olin's use and operation of the manufacturing facility in the
12 industrial area in question was lawful, legally justified, reasonable and authorized.

13 **SEVENTH AFFIRMATIVE DEFENSE**

14 The damages alleged in the Complaint are impermissibly remote and speculative and,
15 therefore, Plaintiffs are barred from the recovery of any such alleged damages from Olin.

16 **EIGHTH AFFIRMATIVE DEFENSE**

17 Olin owed no duty of care to Plaintiffs.

18 **NINTH AFFIRMATIVE DEFENSE**

19 Plaintiffs' Complaint is barred by the failure to join indispensable parties.

20 **TENTH AFFIRMATIVE DEFENSE**

21 The Plaintiffs have impermissibly and fraudulently joined claims by unrelated parties
22 regarding unrelated alleged occurrences, contrary to the Federal Rules of Civil Procedure, such
23 that these proceedings will become confused before a jury and thereby deprive defendants of due
24 process of law.

25 **ELEVENTH AFFIRMATIVE DEFENSE**

26 The right to set and control standards for drinking water is vested in Federal, State and/or
27 Local agencies and the jurisdictions and prerogatives of those agencies preempt any claims of
28 Plaintiffs and prevent any attempt by Plaintiffs to have a Court take over the remediation.

1 Additionally, Plaintiffs' claims, including any equitable remediation claims, are moot and are
2 pre-empted by the primary jurisdiction doctrine.

3 **TWELFTH AFFIRMATIVE DEFENSE**

4 Olin alleges that Plaintiffs have not exhausted the administrative remedies available to
5 their claims and Plaintiffs are therefore not entitled to relief in this or any other Court.

6 **THIRTEENTH AFFIRMATIVE DEFENSE**

7 Plaintiffs' claims and alleged damages are barred in whole or in part and/or reduced by
8 Plaintiffs' own contributory or comparative negligence, contributory fault, comparative fault
9 and/or assumption of the risk (either primary and/or secondary). Olin denies liability, but if
10 liability were assessed to Olin, then Olin prays for a determination and apportionment of fault
11 among Plaintiffs, Olin, and other persons or entities who may or may not be parties at the time
12 this cause is submitted to a jury or trier of fact and who caused or contributed to cause any
13 alleged injuries claimed by Plaintiffs herein.

14 **FOURTEENTH AFFIRMATIVE DEFENSE**

15 Any alleged acts or omissions by Olin were not a substantial factor in bringing about the
16 injuries and damages for which Plaintiffs seek recovery.

17 **FIFTEENTH AFFIRMATIVE DEFENSE**

18 Any injuries allegedly sustained by Plaintiffs were produced, if at all, by an intervening
19 cause or causes, and any alleged act or omission of Olin was not the proximate or competent
20 producing cause of Plaintiffs' injuries.

21 **SIXTEENTH AFFIRMATIVE DEFENSE**

22 The alleged injuries and/or damages, if any, of Plaintiffs were the result of unavoidable
23 circumstances which could not have been prevented by anyone.

24 **SEVENTEENTH AFFIRMATIVE DEFENSE**

25 Olin denies that it caused Plaintiffs or any other person to incur costs or damages. If any
26 such alleged costs or damages are found to have been caused by Olin, which Olin denies, such
27 alleged costs or damages are distinct, divisible and separate from all alleged other costs or
28 damages, and therefore Olin cannot be held liable for costs or damages not caused by Olin.

1 **EIGHTEENTH AFFIRMATIVE DEFENSE**

2 The failure of Plaintiffs to identify with specificity that chemicals allegedly released by
3 this defendant in fact caused their alleged injuries and damages is repugnant to the due process
4 requirements of the United States and California Constitutions and repugnancy bars any claim
5 that Plaintiffs allegedly might have had.

6 **NINETEENTH AFFIRMATIVE DEFENSE**

7 Olin is entitled under § 877.6 to a setoff for settlements, if any, reached by others.
8 Additionally, Olin is entitled to the protections of Cal. Civ. Code § 1431.2(a).

9 **TWENTIETH AFFIRMATIVE DEFENSE**

10 The injuries or damages alleged to be suffered by Plaintiffs, if any, were the sole
11 proximate result of the willful and/or negligent misconduct of persons or entities other than Olin.

12 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

13 To the extent that Plaintiffs purport to seek relief on behalf of the general public, the
14 Complaint and each of its claims for relief therein violate Olin’s right to due process under the
15 California and United States Constitutions. Plaintiffs lack standing to sue Olin on behalf of the
16 general public.

17 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

18 Olin denies that it has created or contributed to any alleged “nuisance” affecting Plaintiffs
19 or Plaintiffs’ property. However, if any such nuisance is found to exist, Olin alleges that
20 Plaintiffs acquired the property and/or exercised their property rights with full knowledge of the
21 alleged nuisance.

22 **TWENTY-THIRD AFFIRMATIVE DEFENSE**

23 Plaintiffs’ claims are barred in whole or in part under the doctrines of estoppel and
24 waiver.

25 **TWENTY-FOURTH AFFIRMATIVE DEFENSE**

26 Plaintiffs’ claims are barred, in whole or in part, by their failure to use reasonable care to
27 minimize or mitigate damages.

1 **TWENTY-FIFTH AFFIRMATIVE DEFENSE**

2 Any equitable relief sought is barred because the Plaintiffs have an adequate remedy at
3 law.

4 **TWENTY-SIXTH AFFIRMATIVE DEFENSE**

5 Plaintiffs' Complaint, and each putative cause of action contained therein, fail to state a
6 claim against Olin for which punitive or exemplary damages may be awarded.

7 **TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

8 Plaintiffs' claims for exemplary or punitive damages against Olin fail to state a claim on
9 which relief can be granted and are not recoverable on any grounds, including, *inter alia*, to the
10 extent they are based on alleged acts or omissions outside the State of California. White v. Ford
11 Motor Co., 312 F.3d 998 (9th Cir. 2002) or with respect to conduct that has no rational nexus to
12 the alleged harm to Plaintiffs. State Farm Mutual Automobile Ins. Co. v. Campbell, 01-1289
13 (U.S., April 7, 2003) available at <http://supremecourtus.gov/opinions/02pdf/01-1289.pdf>.

14 **TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

15 The imposition of punitive damages based on unlimited jury or court discretion or in
16 "grossly excessive" amounts is unconstitutional and in violation of the Due Process Clause of the
17 Fifth and Fourteenth Amendments to the United States Constitution, as set forth in BMW of
18 North American, Inc. v. Gore, 517 U.S. 559 (1996), Pacific Mutual Life Ins. Co. v. Haslip, 499
19 U.S. 1 (1991), State Farm Mutual Automobile Ins. Co. v. Campbell, 01-1289 (U.S., April 7,
20 2003) available at <http://supremecourtus.gov/opinions/02pdf/01-1289.pdf> and related case law,
21 and in violation of comparable provisions of the California Constitution.

22 (a) The Plaintiffs seek to have this Court impose multiple penalties for the same
23 alleged conduct;

24 (b) The standards for determining both the amount and/or the subsequent imposition
25 of punitive damages are vague, supply no notice to defendants of the potential repercussions of
26 their alleged conduct, and are subject to the unbridled discretion of the jury, thereby denying due
27 process under the California Constitution.

1 (c) The standards for determining both the amount and/or the subsequent imposition
2 of punitive damages are vague, supply no notice to defendants of the repercussions of their
3 alleged conduct, and are subject to the unbridled discretion of the jury, thereby denying due
4 process under the Fifth and Fourteenth Amendments of the United States Constitution.

5 (d) Plaintiffs' claims for punitive damages are criminal in nature and the rights given
6 defendants in criminal proceedings under the Fifth, Sixth, Eighth and Fourteenth Amendments of
7 the United States Constitution are applicable.

8 (e) Plaintiffs' claims for punitive damages are criminal in nature and the rights given
9 defendants in criminal proceedings should apply under the California Constitution.

10 (f) Plaintiffs' claims for punitive damages constitute a request for and/or imposition
11 of an excessive fine in violation of the Eighth Amendment of the United States Constitution.

12 (g) Plaintiffs' claims for punitive damages constitute a request for and/or imposition
13 of an excessive fine in violation of the California Constitution.

14 (h) Plaintiffs' claims for punitive damages constitute cruel and unusual punishment in
15 violation of the Eighth Amendment of the United States Constitution.

16 (i) Plaintiffs' claims for punitive damages constitute cruel and unusual punishment in
17 violation of the California Constitution.

18 (j) Plaintiffs' claims for punitive damages discriminate against defendants and
19 constitute a denial of equal protection under the law in violation of the Fifth and Fourteenth
20 Amendments of the United States Constitution in that defendants' wealth or net worth may be
21 requested to be considered by the jury in determining the amounts of any such damage awards.

22 (k) Plaintiffs' claims for punitive damages discriminate against defendants and
23 constitute a denial of equal protection under the law in violation of the California Constitution.

24 (l) Plaintiffs' claims for punitive damages constitute a subsequent imposition of
25 punitive-type damages against defendants and defendants cannot protect against multiple
26 punishments for the same alleged conduct or wrong, thereby denying due process under the Fifth
27 and Fourteenth Amendments of the United States Constitution.

28

1 (m) Plaintiffs' claims for punitive damages constitute a subsequent imposition of
2 punitive-type damages against defendants and defendants cannot protect against multiple
3 punishments for the same alleged conduct or wrong, thereby denying due process under the
4 California Constitution.

5 (n) The law of California does not provide an adequate procedure for the
6 determination of damages in the nature of punitive damages in violation of the equal protection
7 and substantive and procedural due process requirements of the California Constitution and the
8 United States Constitution and in violation of the United States Supreme Court decision in
9 Pacific Mutual Ins. Co. v. Haslip, *supra*.

10 **TWENTY-NINTH AFFIRMATIVE DEFENSE**

11 The conduct and/or acts of Olin as alleged in the Complaint were and are not willful,
12 malicious, fraudulent or done with a conscious disregard for the rights of Plaintiffs and the safety
13 of the public. Olin exercised reasonable care at all times alleged in the Complaint.

14 **THIRTIETH AFFIRMATIVE DEFENSE**

15 Olin adopts and incorporates herein by reference each and every applicable defense
16 pleaded by any other defendant in this case as if stated fully herein.

17 **THIRTY-FIRST AFFIRMATIVE DEFENSE**

18 Olin reserves the right to assert additional defenses should the investigation and
19 discovery in this action demonstrate their applicability.

20 **DEMAND FOR JURY TRIAL**

21 Olin hereby demands a trial by jury of any and all claims and issues triable of right by a
22 jury.

23 Dated: December 1, 2003

24 Respectfully submitted,
25 CREECH, LIEBOW & KRAUS

26 By: /S/ Randall C. Creech
27 Randall C. Creech, Cal Bar. No. 65542

28 ATTORNEYS FOR DEFENDANT
OLIN CORPORATION