

EXHIBIT 5

UNITED STATES DISTRICT COURT
DISTRICT OF VERMONT

ALICE H. ALLEN and LAURANCE E. ALLEN,
d/b/a Al-lens Farm. VINCE NEVILLE, GARRET
SITTS, RALPH SITTS, JONATHAN HARR,
CLAUDIA HARR, and DONNA HALL, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

- vs -

Case No. 09-cv-0230

DAIRY FARMERS OF AMERICA, INC.,
DAIRY MARKETING SERVICES, LLC, and
DEAN FOODS COMPANY,

Defendants.

AFFIDAVIT OF JOHN HUIZINGA

STATE OF NEW YORK)
) ss:
COUNTY OF CORTLAND)

JOHN HUIZINGA, being duly sworn, declares under penalty of perjury that the following is true and correct, and unless stated upon information and belief:

1. I am the owner of Dairyland LLC ("Dairyland"), a dairy farm in Cortland County, New York, located at 4165 Route 221 Marathon, New York 13803. As such, I am fully familiar with the facts stated herein.

2. I submit this affidavit in support of my motion to intervene in the action titled Allen v. Dairy Farmers of America, Inc., Case No. 09-cv-0230, and in opposition to Plaintiffs motion for preliminary approval of the proposed settlement that Plaintiffs and Defendant Dean Foods Company ("Dean") have submitted to the Court.

3. I have been an active dairy farmer for over 30 years.

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4. Dairyland is an independent milk producer that has contracted with, and ships to, Dairy Marketing Services, Inc. ("DMS").

5. Dairyland has continuously produced and pooled raw Grade A milk within Federal Milk Order 1.

6. Dairyland milks four hundred cows. The farm's herd size has steadily grown since 2002 when we built a new facility and grew from 100 milking cows to our current size.

7. Dairyland produces just over 10,000,000 pounds of raw milk on an annual basis or 880,000 pounds of raw milk per month.

8. Dairyland's relationship with DMS has allowed the farm to have a reliable outlet for the milk we produce. The milk Dairyland produces does not have value until it is sold. By contracting with DMS, Dairyland has a guaranteed market for its milk, regardless of whether milk supply is "short" or "long." If Dairyland did not contract with DMS, it would be forced to find alternative outlets for milk whenever an individual plant decided to reduce production or was "long" on supply.

9. DMS has the ability to market a much larger volume of milk on a regular basis, as opposed to the considerably smaller volume that Dairyland produces, which allows Dairyland to benefit from efficiencies realized by DMS. The benefits to Dairyland's relationship with DMS include:

- a. Milk Premiums: DMS negotiates over-market premiums with the processors and buyers they sell Dairyland's milk to. In addition, Dairyland receives volume and quality premiums for the milk it produces. Therefore, Dairyland benefits from the premiums negotiated by DMS with processors. Again, I believe DMS' utilizes its bargaining power to obtain higher premiums than I would be able to get in the open market as an individual producer.
- b. Insurance: Dairyland has access to group insurance rates because of its relationship with DMS. Dairyland has obtained its workers compensation

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coverage through DMS because of the competitive rates DMS is able to negotiate.

- c. Livestock Hauling: My farm is able to obtain prompt access to livestock hauling through DMS, rather than having to independently contract livestock hauling. It is not only more convenient to use the livestock hauling services provided by DMS, but is also cheaper.

10. In short, Dairyland's relationship with DMS allows me to have a consistent demand for my milk at a predictable price – something that enables me to focus on managing the farm, instead of having to worry about marketing the farm's milk. DMS' ability to work with other cooperatives to jointly market milk to processors and other buyers allows an independent producer such as Dairyland to receive a higher price for their milk than Dairyland would be able to obtain in the marketplace by itself.

11. I have seen the proposed settlement between Plaintiff's and Dean and have discussed it with counsel, Nixon Peabody LLP.

12. I do not feel that the class representatives or their lawyers agreed to the proposed settlement in the best interest of farms like mine and other farms that pool their milk in Federal Milk Order 1 and market milk through DMS.

13. I believe that the proposed settlement will damage my farm business and the businesses of other dairy farm producers affiliated with DMS.

14. One of my biggest concerns is with the terms of Section 9.2 in the proposed settlement. Under that section, if Dean is allowed to offer to purchase up to 60,000,000 pounds per month of raw Grade A milk from non-DMS cooperatives, at a price that Dean can independently set, I believe that Dairyland and other farms like mine will be damaged in the following ways:

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- a. Reduced Milk Price: Because the proposed settlement would allow Dean to exercise its own sole discretion in setting a “competitive market price,” I think it is likely that it will set a “competitive market price” below the price it has currently negotiated with DMS. It would be in Dean’s business interest to obtain raw milk at a lower price than it is currently paying for the same product. If the proposed settlement is approved, and if Dean sets a “competitive market price” below the price it is currently paying to DMS, I expect Dean to demand that DMS (and the other cooperatives and independent farmers that Dean contracts with) lower its price on all of the other raw milk being sold by DMS to Dean. As a result, because of Section 9.2, Dean would be in a position to lower the price paid to farms that ship milk into Federal Order No. 1 on all of the raw milk it is purchasing – not just the 60,000,000 pounds/month provided for in Section 9.2. It seems to me that this is the exact opposite effect the Plaintiffs would want. If this settlement agreement is approved, Section 9.2 would have a very real effect on the milk price I would receive for my milk.

Further, I am very skeptical about Dean’s motives regarding the inclusion of Section 9.2 in the proposed settlement. From my perspective, Dean is clearly interested in breaking its contract with DMS because, as discussed above, Dean will be able to offer a lower price than what it is currently obligated to pay DMS. From Dean’s perspective, the proposed settlement agreement would actually assist Dean in lowering the price paid to farms like Dairyland, while increasing Dean’s margins. Again, this seems like the exact opposite effect the Plaintiffs would want. I do not see any way Section 9.2 will benefit Dairyland or any other farm that markets milk through DMS and, I believe it could lower prices for all dairy farmers.

- b. Access to Markets: DMS will have to spend additional time and resources looking for new markets for the 60,000,000 pounds of milk that it will no longer be able to sell to Dean, all of which will increase the marketing costs of DMS and result in lower milk prices paid to farms like Dairyland.
- c. Hauling Costs: The hauling costs of DMS will increase when it is forced to begin shipping to different processors to sell the up to 60,000,000 pounds of milk displaced by Dean’s settlement. This will erode some of

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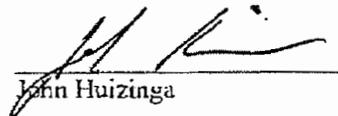
the hauling efficiencies developed by DMS and will undoubtedly raise the hauling costs of all DMS producers and contracting parties. The erosion of those efficiencies will increase the costs of DMS, and will result in lower milk prices paid to farms like Dairyland.

15. I am fundamentally opposed to the idea of the proposed settlement taking market access away from DMS-affiliated producers, and giving it to other dairy farmers.

16. Farms like Dairyland stand to lose far more than it would gain under the proposed settlement. Based on the monthly information I receive from the federal Milk Market Administrator, I believe there is approximately 2 billion pounds (or 20 million hundredweight) of milk pooled in Federal Milk Order 1 each month. Based on the proposed settlement agreement and Plaintiffs' assumption that there would be \$20 million available to the proposed class members, I have calculated the proposed settlement to be worth approximately 8¢ per hundredweight per year. I believe it is very likely that the ramifications of the proposed settlement, as outlined above, will cost Dairyland more than an 8¢ drop in the price it receives from DMS.

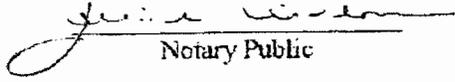
17. For all of these reasons, I respectfully request that the Court consider the true impact that the proposed settlement will have on farms like Dairyland and deny Plaintiffs' motion for preliminary approval of the proposed settlement.

Dated: January 13, 2011
Marathon, New York


John Huizinga

Sworn to before me this
12 day of January, 2011

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Notary Public

KELLIE GIVENS
Notary Public, State of New York
No. 01Gi3122355
Qualified In Cortland County
Commission Expires February 7, 20 13