

EXHIBIT 9

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 LYLE J. WOOD

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

LYLE J. WOOD, 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 a partner in Wood Farms LLC (“Wood Farms”), a dairy farm in Jefferson County, New York, located at 9065 County Route 9, Clayton, New York 13624. 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 20 years.

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4. Wood Farms is an independent milk producer that ships its milk to Dairy Marketing Services, Inc. (“DMS”). The farm’s milk is utilized by the nearby Crowley plant.

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

6. Wood Farms milks 550 cows and farms over 2000 acres in crops.

7. Wood Farms produces over 1,200,000 pounds of raw milk per month.

8. The farm’s relationship with DMS has allowed Wood Farms to have a reliable outlet for the milk it produces. DMS has the ability to market a much larger volume of milk on a regular basis, as opposed to the considerably smaller volume that Wood Farms produces, which allows Wood Farms to benefit from efficiencies realized by DMS. The benefits to Wood Farms’ relationship with DMS include:

- a. Milk Premiums: DMS negotiates over-market premiums with the processors they sell Wood Farms’ milk to. Thus, Wood Farms receives volume and quality premiums for the milk it produces.
- b. Insurance and Purchasing: Wood Farms has access to group insurance rates because of its relationship with DMS and obtains its health insurance and workers compensation coverage through DMS because of the competitive rates that DMS is able to negotiate. In addition, Wood Farms has used Dairylea Cooperative, Inc.’s Eagle Dairy Direct supply company to purchase dairy and feed supplies from. For example, the farm recently contracted with Eagle Dairy Direct to purchase regular truckloads of cottonseed because Eagle Dairy Direct offered a more competitive price than what the farm would be able to negotiate as an individual customer.

9. In short, Wood Farms’ 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.

10. I have seen the proposed settlement between Plaintiffs and Dean and have discussed it with counsel, Nixon Peabody LLP.

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11. 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.

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

13. 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 Wood Farms and other farms like mine will be damaged in the following ways:

- 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.
- 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 mine.
- 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

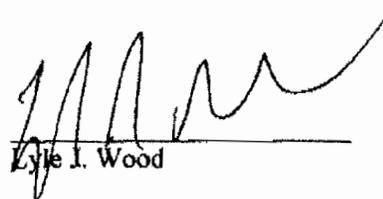
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the hauling efficiencies developed by DMS and will undoubtedly raise the hauling costs of all DMS producers and contracting parties. The erosion of those efficiencies will increase the costs of DMS, and will result in lower milk prices paid to farms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

14. Wood Farms, and other farms like it, 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 Wood Farms more than an 8¢ drop in the price it receives for its raw milk.

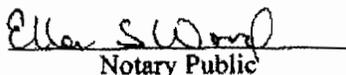
15. For all of these reasons, I respectfully request that the Court consider the true impact that the proposed settlement will have on farms like Wood Farms and deny Plaintiffs' motion for preliminary approval of the proposed settlement.

Dated: January 8, 2011
Clayton, New York



Lyle I. Wood

Sworn to before me this
15th day of January, 2011



Notary Public

ELLEN S. WOOD
Notary Public, State of New York
Residing in Jefferson County
No. 4831451
Commission Expires April 30, 2011