EXHIBIT 14

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE
GREENEVILLE DIVISION

IN RE SOUTHEASTERN MILK ANTITRUST LITIGATION	**CASE NO. 2:08-MD-01000**
THIS DOCUMENT RELATES TO: *Sweetwater Valley Farm, Inc., et al. v. Dean Foods Co., et al.*, **No. 2:07-cv-208**	**JUDGE GREER** **MAGISTRATE JUDGE INMAN**

DECLARATION OF RICHARD P. SMITH

I, Richard P. Smith, make the following declaration based upon personal knowledge of the matters set forth here.

1. I am currently the Chief Executive Officer of Dairy Farmers of America, Inc., ("DFA"), the dairy cooperative that is one of the Defendants in this case. I have been CEO of DFA since January 1, 2006, but I have spent almost thirty years of my professional life working for dairy farmers and farmer cooperatives in various capacities. In 1982, I became Vice President and General Counsel for Dairylea Cooperative, Inc., a farmer-owned dairy coop headquartered in Syracuse, New York that serves more than 2,000 member families throughout the Northeast. I became the CEO of Dairylea in 1988. I first began working with DFA when Dairylea partnered with DFA and with the St. Albans cooperative to create Dairy Marketing Services in 1999. I was chosen as the Chief Operating Officer ("COO") of DFA's Northeast Area Council in about 2000, and thereafter I also served for a period of time as COO of DFA's Mideast Area Council. I was selected to be the CEO of DFA by DFA's Board of Directors,

which consists of 51 dairy farmers, who are in turn chosen by their fellow dairy farmers to serve on the Board.

2. Since this lawsuit was filed in 2007, it has been an important matter for DFA, since it challenges many of DFA's basic policies and practices, threatens to require changes in certain business practices that the coop has engaged in since it was created, and has and could impose huge financial burdens on DFA and its dairy farmer owners. The costs of defending a case of this magnitude have been a continuing issue for DFA's dairy farmer board members and for DFA. I have no doubt that the small family farms in the Southeast will be hurt if the plaintiffs' attorneys prevail in getting all of the relief they are seeking. At a minimum, it is critical that the proposed notice fairly inform dairy farmers of the possible consequences of what the plaintiff class is seeking.

3. I understand that dairy farmers whose farms are in the Southeast, including DFA members, are in the near future going to receive a notice that is intended to alert them to their rights and options now that the Court has ruled that this case can proceed as a class action.

4. I have read the proposed notice. As someone who has spent almost 30 years talking with and answering questions from dairy farmers, the draft notice does not give the dairy farmers who are DFA members the basic facts that they would need and want to know in order to decide whether to remain as part of the class that is suing DFA or to exclude themselves from that class. The notice does not explain to DFA members that dairy farmer class members are in large measure suing themselves. It is my understanding that the notice is not supposed to present either side's view of the case, but rather is intended to be a straightforward and neutral explanation of the recipients' rights and options. Putting aside our differences of opinion with the plaintiffs and their lawyers about the merits of this suit, I believe strongly that the proposed

notice is lacking some critical information that DFA members should have, particularly about the potential consequences of this lawsuit for them as DFA's owners.

5. First, the language in the discussion of why the notice is being issued (item 1) suggests that the Court has already decided that this case "may proceed to trial." It is my understanding that there are a number of motions, not yet ruled upon by the Court, that could result in judgment for the Defendants without a trial. I do not think the notice should suggest that the Court has already made decisions that it has not yet made.

6. The section about what the Plaintiffs are seeking in this case (item 6) does not tell DFA members that the plaintiffs are requesting injunctive relief that would prevent DFA, at least in the Southeast and maybe elsewhere, from continuing to serve its dairy farmer owners in the normal course, such as entering into full-supply agreements with bottlers and investing some of dairy farmers' money in owning part interests in bottling plants. As I understand it, if the plaintiffs win this case, DFA will likely either be ordered to stop doing those things, or would as practical matter have to stop doing them, to avoid the risk of further law suits. I don't think the language in the proposed notice about "restoring dairy farmer options and competition" could possibly alert dairy farmers to the real, practical consequences of what the Plaintiffs are asking for and its impact on their ability to adopt the policies and strategies that they think are best for their coop. The notice should clearly tell dairy farmers who are DFA members that this case is not just about prices and money, but also about whether DFA (i.e. its dairy farmer owners) can continue to make its own decisions about some of its long-time practices—practices that Capper-Volstead dairy cooperatives exist to perform for their members.

7. The proposed notice also has a section about whether there is "any money available now" (item 7), but it does not explain to dairy farmers who are DFA members where the money will come from if the plaintiffs win at the trial or if there is a settlement. DFA and all of its assets belong to its farmer-owners. Most publicly-held corporations, as I understand it, can typically pay judgments by reducing profits, without literally imposing a tax on their shareholders to come up with the money. A farmer-owned cooperative like DFA is very different in that regard. Any money that DFA would be obliged to pay if the plaintiffs win or if the case is settled would have to come from the dairy farmer members who own DFA. There is no "DFA money"; it's the farmers' money; that could either mean paying a judgment through reduced milk checks, taking money out of farmers' equity accounts (which they would have to replace), or perhaps selling of some asset that DFA owns and which enables the coop to make patronage payments in many years to our members. If DFA pays, the dairy farmers pay. It is really as simple as that.

8. There is also the issue of the Southern Marketing Agency, or SMA, a common marketing agency of coops in the Southeast, of which DFA is the largest member. If SMA has to pay funds because of a judgment or settlement, it has no place to get those dollars except from its member coops. That would mean that a large part of any amount that SMA might be ordered to pay will eventually come from DFA dairy farmers, too. I do not see anything in the proposed notice that explains these issues to dairy farmers.

9. DFA was also a part owner of National Dairy LLC ("NDH") for most of the period covered by the lawsuit. The new owners of NDH are not responsible for any liability related to this lawsuit. If there is a judgment that requires NDH to pay money, then those dollars may also have to come from DFA dairy farmers.

10. As I understand it, the dairy farmers who receive the notice will be counted as in the class unless they send in a letter excluding themselves. Although the notice gives an address for where such a letter should be sent, it does not provide a sample letter or stamped envelope to make it easier for those who want to exclude themselves (item 9). Based on my experience, very few dairy farmers that I know are familiar with or comfortable with courts and legal proceedings. We have also know that our members work very hard managing their farms, and having to figure out what to say in a formal letter about a lawsuit is likely to discourage many of our members from doing anything, regardless of how they feel about the law suit. As I understand it, the potential judgment or settlement in the case could depend in part on how many dairy farmers are in the class. I don't see anything in the notice that tells DFA members who receive the notice that, by doing nothing, they become part of a lawsuit that could have an impact not only on them, but also on their fellow DFA members and the future direction of their coop.

11. Some dairy farmers who receive this notice, even if it is made more accurate and easier to understand, are going to have questions. As I read the notice, it is not clear who will be managing the website and the 800-number that are identified as possible sources of further information (item 14). The dairy farmers who receive this notice would think this will be done by Court personnel. The notice should be much clearer on that point, so there's no doubt about where that further information will be coming from.

12. Unless these types of changes are made, I do not believe, as someone who has spent most of his professional life working for and with dairy farmers, that the proposed notice will give the dairy farmers who are members of DFA the basic information they need so that they can reasonably choose what they want to do in terms of exercising their option to remain part of the class or exclude themselves.

I declare under penalty of perjury that the foregoing is true and correct and that this Declaration was executed on this 30 day of September, 2010, in Kansas City, Missouri.

Richard P. Smith

Richard P. Smith