

EXHIBIT 4

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.

DECLARATION OF JACK CURTIN

JACK CURTIN, pursuant to 28 U.S.C. § 1746, declares under penalty of perjury that the following is true and correct, unless stated upon information and belief:

1. I am a part owner (member) of Curtin Dairy LLC (“Curtin Dairy”), which operates a dairy farm in Oneida County located at 9815 Shaul Road, Cassville, New York 13318. I have been a part owner of Curtin Dairy since its formation in 1964. As such, I am fully familiar with the facts stated herein.

2. I submit this declaration in support of Curtin Dairy’s motion to intervene for the limited purpose of opposing the preliminary approval of the proposed settlement that Plaintiffs and Defendant Dean Foods Company (“Dean”) have submitted to the Court.

3. My Brother, Bob Curtin, and I formed Curtin Dairy in 1964. Over the years we have gradually expanded the dairy, and have since split our ownership interests in Curtin Dairy.

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I split my half of the dairy with my son, Dan Curtin, and brother split his half with his son, Dave Curtin. As a result, I now hold a 25% interest in Curtin Dairy.

4. Curtin Dairy has continuously produced and pooled raw Grade A milk within Federal Milk Order 1 since 1964.

5. Curtin Dairy currently owns approximately 3,200 milking cows, and produces approximately 6.6 million pounds of milk a month.

6. In 1999 Curtin Dairy became a member of Dairy Farmers of America, Inc. (“DFA”).

7. Prior to that, Curtin Dairy was a member of a smaller local cooperative.

8. Curtin Dairy decided to join DFA because DFA offered Curtin Dairy benefits that were not available as a member of a smaller local cooperative, including the following:

- a. Milk Premiums: Curtin Dairy is able to obtain a higher price for its milk due to the milk premiums that DFA pays to its members. Specifically, DFA pays quality premiums, which can be earned when DFA members produce milk that meets certain high quality requirements. On average, Curtin Dairy has been able to obtain milk premiums of 35¢ per hundred weight (i.e., per hundred pounds of raw milk) since joining DFA.
- b. Hauling: Curtin Dairy is able to obtain more efficient and reliable hauling for its milk by being a member of DFA. Since joining DFA in 1999, the DFA affiliated milk haulers that pick up milk at Curtin Dairy have never missed a pick up or caused any problems for Curtin Dairy.

9. I have seen the proposed settlement between Plaintiffs and Dean and have discussed it with my lawyers.

10. I do not feel that the class representatives or their lawyers agreed to the proposed settlement in the best interest of farms like Curtin Dairy, or the other hundreds (if not thousands) of farms that pool their milk in Federal Milk Order 1.

11. I believe that the proposed settlement will damage DFA, and its member farms.

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12. If Dean is allowed under section 9.2 of the proposed settlement to offer to purchase up to 60,000,000 pounds per month of raw Grade A milk from non-DMS and DFA farms, at a price that Dean can independently set, I believe that farms like Curtin Dairy will be damaged in the following ways:

- a. Reduced Milk Price: The proposed settlement will allow Dean to independently determine the “competitive market price” at which it will offer to buy up to 60,000,000 pounds per month of raw Grade A milk from non-DMS and DFA farms. I do not believe that Dean will set a “competitive market price” that is higher than the price it has currently negotiated with DMS and DFA. It is not in Dean’s business interest to do so. Rather, Dean will set a “competitive market price” below the price it is currently paying to DMS and DFA. When independent farms begin to agree to that price in order to get access to Dean’s processing facilities, I believe that Dean will then demand that DFA and DMS (as well as other cooperatives and independent farmers that Dean contracts with) lower their price on all of the raw milk they sell to Dean. In fact, in order to stay competitive, DMS and DFA may be forced to lower the price it pays to its producers due to Dean’s ability to set its own “competitive market price.” 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 Milk Order No. 1. It seems to me that this is the exact opposite of Plaintiffs would want. If this settlement agreement is approved, Section 9.2 would have a very real effect on the milk price Curtin Dairy would receive for its milk.
- b. Access to Markets: DFA 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 DFA and result in lower milk prices paid to farms like Curtin Dairy.
- c. Contract Negotiations: The proposed settlement will likely motivate other processors to try and renegotiate, or even breach, contracts with DFA.

13. In light of the damaging effects of section 9.2 of the proposed settlement agreement, the \$30,000,000 settlement fund is too little to compensate for the damage that the proposed settlement agreement will do to farms like Curtin Dairy.

14. Plaintiff’s estimate that the average farm in the proposed class would receive \$2,500 under the proposed settlement. However, farms like Curtin Dairy stand to lose far more than \$2,500 under the terms of the proposed settlement agreement.

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15. Generally, the price paid to dairy farms for their raw milk by DFA rises and falls in increments of, at a minimum, 5¢ per hundred weight.

16. Even if, due to its size, Curtin Dairy received \$5,000 (double the estimated average settlement) under the terms of the settlement agreement, Curtin Dairy would lose money on the settlement if the milk price it receives from DFA fell by as little as 1¢ per hundred weight. With a 1¢ price drop, Curtin Dairy would lose \$19,800 over the thirty month life of section 9.2.

17. Personally, I believe that the damaging effects of section 9.2 of the proposed settlement agreement could cause the milk price paid by DFA to drop by 25¢ or more, which would erase the benefit of the milk premiums that Curtin Dairy gets from DFA and result in a \$495,000 loss.

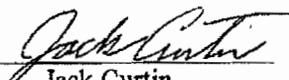
18. When compared to the modest payout that is expected under the proposed settlement agreement (\$2,500 on average), it is apparent to me that Curtin Dairy will be damaged by the proposed settlement agreement.

19. Furthermore, the \$10,000,000 that will go to the lawyers for Plaintiffs under the terms of the proposed settlement seems excessive, given the fact that the payments to dairy farms will be so modest.

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

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 18, 2011.



Jack Curtin