

# EXHIBIT A

IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF VERMONT

ALICE H. ALLEN, et al.,	:	NO. 5:09-CV-00230
Plaintiffs	:	
	:	
vs.	:	
	:	
DAIRY FARMERS OF	:	
AMERICA, INC., DAIRY	:	
MARKETING SERVICES, LLC,	:	
AND DEAN FOODS CO.,	:	
Defendants	:	

\* \* \*

FEBRUARY 28, 2011

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Deposition of EVERETT LEE RAMSBURG JR.  
taken at the law offices of Pepper Hamilton LLP,  
100 Market Street, Suite 200, Harrisburg,  
Pennsylvania, commencing at 10:32 a.m. before  
Debbie Leonard, Registered Diplomat Reporter,  
Certified Realtime Reporter.

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DIGITAL EVIDENCE GROUP  
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1 this lawsuit.

2           A.       Well, the nature of the  
3 conversation would be similar to the conversation  
4 that I've had with you about it, that I didn't  
5 feel like that any -- there had been any  
6 wrongdoing. It has not been -- in my opinion and  
7 from what I witnessed, our cooperative management  
8 does the best they can to get the most they can --  
9 the most money they can for the raw milk that the  
10 co-op is handling or brokering I guess would be a  
11 better word.

12           Q.       Have you ever been involved  
13 directly in the negotiations between DFA and  
14 purchasers of milk from DFA?

15           A.       No.

16           Q.       So you've never actually witnessed  
17 those price negotiations?

18           A.       No.

19           Q.       Do you know who conducts those  
20 negotiations on behalf of DFA, generally?

21           MR. HARDY:   Objection to form.

22           THE WITNESS:   At our -- at our quarterly

1 Q. Is it your opinion that  
2 section 9.2, if approved, will result in lower  
3 prices for dairy farmers in the Northeast?

4 A. That is my opinion.

5 Q. And why do you think that? What's  
6 the basis for your opinion?

7 A. My logic is that, if Dean Food --  
8 if this settlement is allowed in total, that Dean  
9 Food will purchase milk from independent farmers.  
10 And when they purchase this milk, they will not --  
11 probably will not pay the over-order premium that  
12 they're currently paying to DFA as a result of  
13 these sole-supply contracts.

14 So they will be purchasing milk at  
15 a cost lesser than -- or at a price lesser than  
16 what they currently pay to DFA. And my thought is  
17 they will use that to ratchet down the -- as I  
18 said in my affidavit, they will use that lower  
19 price milk to ratchet down the over-order premium  
20 that they pay to DFA.

21 Now, in a given region like the  
22 Northeast, milk processors don't mind if you --

1 or, you know, can get used to if you raise their  
2 over-order premium, but they need to know that all  
3 the other milk processors in the region or in the  
4 area are paying that same over-order premium,  
5 because they do not like to have -- be paid one  
6 over-order premium for, for example, Dean Food and  
7 maybe Hood being paid -- you know, paying a lesser  
8 over-order premium.

9           They like to know that they're on  
10 a level playing field so that their competitors  
11 don't have an advantage when the product hits the  
12 markets, supermarkets.

13           So as I said in my letter, you  
14 know, my thought is that they would -- Dean Food  
15 could use this exemption from the sole-supply  
16 contracts to buy milk on the open market at a  
17 lesser over-order premium and thereby use that to  
18 ratchet down the over-order premium that they  
19 subsequently pay to DFA, which would have a ripple  
20 effect to other processors in the region.

21           And, therefore, you know, the milk  
22 price in the whole region would be less than it

1 would be if everything remains the same as it is  
2 now.

3 Q. Are those opinions that you just  
4 expressed based on your experience as a dairy  
5 farmer?

6 A. To some extent they are, and to  
7 some extent they're based on conversations that  
8 I've had with corporate board members or, you  
9 know -- within the organization.

10 Q. Those conversations with corporate  
11 board members, are you referring to conversations  
12 over the years about prices and negotiations with  
13 processing customers?

14 A. Well, this would be more specific  
15 to this particular class action suit.

16 Q. You testified that a basis for  
17 your objection to the settlement is your belief  
18 that DFA engaged in no wrongdoing, correct?

19 A. Yes.

20 Q. Is it also a basis for your  
21 objection to the settlement that if approved in  
22 its totality, you believe the settlement will

1 result in lower prices for dairy farmers?

2 A. Yes.

3 MR. HARDY: That's all I have.

4 THE WITNESS: As outlined -- okay.

5 MR. HARDY: Pardon me. That's all I have.

6 MR. TOMPKINS: Do you have any questions?

7 MR. DOWNEY: No. I'm ready to go.

8 \* \* \*

9 EXAMINATION

10 \* \* \*

11 BY MR. TOMPKINS:

12 Q. Let me ask you. Your belief that  
13 section 9.2 of the settlement will result in lower  
14 dairy prices for farmers, you said that was based  
15 in part on conversations you've had with DFA  
16 executives?

17 A. Management and other members of  
18 management, yeah.

19 Q. So you had some conversations with  
20 DFA executives since the settlement was reached,  
21 and those conversations form part of the reason  
22 for your belief that section 9.2 will lower dairy