

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

IN RE SOUTHEASTERN MILK ANTITRUST LITIGATION)	No. 2:08-MD-01000
)	
)	Judge J. Ronnie Greer
)	Magistrate Judge Dennis H. Inman
)	
THIS DOCUMENT RELATES TO: ALL CONSOLIDATED CASES.)	
)	

**ANSWER BY DEFENDANT DEAN FOODS COMPANY
TO PLAINTIFFS' CONSOLIDATED AMENDED COMPLAINT**

Defendant Dean Foods Company (“Dean”) answers the allegations set forth in the Plaintiffs’ Consolidated Amended Complaint (the “Complaint”) as follows:

The initial, unnumbered paragraph contains legal conclusions that do not require a response. To the extent that a response is deemed required, Dean admits that Plaintiffs purport to file this action on behalf of themselves and as a proposed class action, and admits that Plaintiffs purport to seek treble damages and injunctive relief. Dean denies that class action treatment is appropriate, and further denies that Plaintiffs are entitled to any damages or injunctive relief. To the extent the remainder of the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

1. Dean admits that this is an antitrust case. To the extent the remainder of the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

2. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

3. To the extent the allegations in this paragraph and its subparts relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph and its subparts, and therefore denies them.

4. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

5. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

6. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

7. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

8. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

9. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

10. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

11. This paragraph contains legal conclusions that do not require a response. To the extent that a response is deemed required, Dean admits that Plaintiffs purport to bring this case on behalf of themselves and as a proposed class action on behalf of the “Class” and “Subclasses” defined in this paragraph. Dean denies that class action treatment is appropriate. To the extent the remainder of the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

12. Dean admits that Plaintiffs purport to seek the various forms of relief described in this paragraph. Dean denies that Plaintiffs are entitled to any relief. To the extent the remainder of the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

13. This paragraph contains legal conclusions that do not require a response.

14. This paragraph contains legal conclusions that do not require a response.

15. This paragraph contains legal conclusions that do not require a response.

16. This paragraph contains legal conclusions that do not require a response.

Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in subparts (a) through (c) of this paragraph, and therefore denies them.

17. This paragraph contains legal conclusions that do not require a response.

18. This paragraph contains legal conclusions that do not require a response.

To the extent a response is deemed required, Dean admits that it purchases and processes raw Grade A milk, but denies the remainder of the allegations in this paragraph insofar as they relate to Dean. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

19. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

20. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

21. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

22. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

23. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

24. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

25. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

26. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

27. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

28. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

29. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

30. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

31. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

32. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

33. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

34. Dean admits the allegations in the first sentence of this paragraph. Dean denies that it owns at least 17 milk bottling plants within Federal Milk Marketing Orders 5 and 7. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

35. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

36. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

37. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

38. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

39. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

40. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

41. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

42. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

43. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

44. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean denies the allegations in this paragraph.

45. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

46. Dean admits the allegations in the last two sentences of this paragraph, and also admits that raw Grade A milk is perishable and is often produced on a daily basis. Dean denies the allegations in this paragraph to the extent they suggest that raw Grade A milk is sold and/or delivered only to milk bottling plants. Dean is without knowledge or information

sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

47. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean denies the allegations in the last sentence of this paragraph, and also denies Plaintiffs' characterization of the regulations described in this paragraph to the extent they are inconsistent with the regulations themselves.

48. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean denies Plaintiffs' characterization of the regulations described in this paragraph to the extent they are inconsistent with the regulations themselves.

49. Dean admits that the Complaint purports to concern itself with raw Grade A milk marketed or sold to, or purchased by, milk bottlers in Federal Milk Marketing Orders 5 and 7, and that the Complaint purports to refer to those Orders as the "Southeast." Otherwise this paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean denies Plaintiffs' characterization of the regulations described in this paragraph to the extent they are inconsistent with the regulations themselves.

50. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean denies Plaintiffs' characterization of the regulations described in this paragraph to the extent they are inconsistent with the regulations themselves.

51. This paragraph contains legal conclusions and hypotheticals that do not require a response. To the extent a response is deemed required, Dean denies Plaintiffs'

characterization of the regulations described in this paragraph and Plaintiffs' hypotheticals to the extent they are inconsistent with the regulations themselves.

52. Dean admits that there are seasonal and other variations in raw Grade A milk production and demand, that dairy farmers are not evenly distributed throughout the United States, that Class I utilization varies among Orders, and that in Orders 5 and 7 demand for raw Grade A milk often exceeds Grade A milk production. The Market Administrators for the various Federal Milk Marketing Orders publish various statistics regarding Class I utilization and minimum blend prices. Dean denies Plaintiffs' characterization of those statistics to the extent they are inconsistent with the statistics themselves. Dean denies the remainder of the allegations in this paragraph.

53. Dean denies the allegations in the first sentence of this paragraph. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

54. The first sentence of this paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean denies Plaintiffs' characterization of the regulations described in this paragraph to the extent they are inconsistent with the regulations themselves. Dean admits that cooperatives and independent dairy farmers are free to negotiate for prices in excess of FMMO minimum prices, and that, at various times, various Dean operating subsidiaries within the Southeast have paid over-order premiums for raw Grade A milk to various producers. To the extent the remainder of the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

55. Dean admits that the Complaint purports to define the term “mailbox price” to mean the actual price a dairy farmer receives for raw Grade A milk. To the extent the remainder of the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

56. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean admits that the Complaint purports to define a “Southeast market” consisting of Federal Milk Marketing Orders 5 and 7. Dean denies that this area comprises a relevant geographic market. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

57. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean admits that the Complaint purports to define a product market consisting of the sales or marketing of raw Grade A milk to fluid Grade A milk bottling plants, and the purchase of raw Grade A milk by fluid Grade A milk bottling plants. Dean denies that this comprises a relevant product market. Dean also denies Plaintiffs’ characterization of the regulations described in this paragraph to the extent they are inconsistent with the regulations themselves. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

58. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean denies Plaintiffs’ characterization of the regulations described in this paragraph to the extent they are inconsistent with the regulations

themselves. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

59. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean denies the allegations in the first sentence of this paragraph. Dean also denies Plaintiffs' characterization of the regulations described in this paragraph to the extent they are inconsistent with the regulations themselves. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

60. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

61. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

62. Dean admits the allegations in the first two sentences of this paragraph, and also admits that various independent dairy farmers have marketed or sought to market their raw Grade A milk to various Dean operating subsidiaries. To the extent the remainder of the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

63. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

64. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

65. Dean admits that various cooperatives other than DFA have marketed or sought to market raw Grade A milk to various Dean operating subsidiaries in the Southeast. To the extent the remainder of the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

66. Dean admits that raw Grade A milk supply is essential to the milk bottling operations of plants owned by Dean operating subsidiaries. To the extent the remainder of the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

67. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

68. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

69. Dean admits that in 2003 it outsourced to DMS certain functions associated with its purchase of raw Grade A milk from independent dairy farmers in the Southeast. To the extent the remainder of the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

70. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

71. Dean admits, on information and belief, that at the end of 2000 Suiza and Dean were among the largest milk bottlers in the United States. To the extent the remainder of the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

72. Dean admits the allegations in the first sentence of this paragraph. Dean also admits that, in connection with the merger, it agreed to divest a total of eleven milk bottling plants to NDH, and also bought out DFA's 33.8 percent stake in Suiza. To the extent the remainder of the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

73. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

74. The allegations in the first two sentences of this paragraph are Plaintiffs' characterizations of agreements which are in writing and speak for themselves. Dean denies Plaintiffs' characterizations of that agreement to the extent they are inconsistent with the agreements themselves. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

75. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

76. Dean admits that it has had agreements with DFA for DFA to supply certain milk bottling plants operated by Dean subsidiaries within Federal Milk Marketing Orders 5 and 7. To the extent the remainder of the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

77. Dean admits that balancing plants process raw Grade A milk, among other things, into storable products such as cheese or powdered milk. To the extent the remainder of the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

78. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

79. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

80. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph regarding any consent decree between DFA and DOJ, and therefore denies them. The remainder of the allegations in this paragraph are Plaintiffs' characterizations of various agreements which are in writing and speak for

themselves. Dean denies these allegations to the extent they are inconsistent with those agreements.

81. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

82. Dean denies the allegations in this paragraph insofar as they relate to Dean. The last sentence of this paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean denies Plaintiffs' characterization of the regulations described in this paragraph to the extent they are inconsistent with the regulations themselves. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

83. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

84. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

85. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

86. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

87. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

88. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

89. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

90. Dean admits that some independent dairy farmers supply raw Grade A milk directly to milk bottling plants operated by certain Dean subsidiaries. To the extent the remainder of the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

91. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

92. To the extent the allegations in this paragraph and its subparts relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief

as to the truth or falsity of the remainder of the allegations in this paragraph and its subparts, and therefore denies them.

93. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

94. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

95. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

96. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

97. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

98. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

99. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

100. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

101. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

102. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

103. The allegations in this paragraph are Plaintiffs' characterizations of agreements which are in writing and speak for themselves. Dean denies Plaintiffs' characterizations to the extent they are inconsistent with those agreements. Dean admits that Suiza and DFA entered into a joint venture to form the Suiza Dairy Group in January 2000, that DFA contributed its share of Southern Foods Group to the joint venture, that DFA obtained an ownership interest of approximately 33.8 percent in the Suiza Dairy Group, that Mr. Schenkel was elected to serve on Suiza's Board of Directors in January 2000, and that Mr. Schenkel became Vice Chairman of Dean's Board of Directors in January 2006. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

104. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

105. Dean admits that Gregg L. Engles is Dean's Chief Executive Officer ("CEO") and Chairman of the Board, and that Mr. Engles was Suiza's CEO and Chairman of the Board until Dean and Suiza merged in 2001. To the extent the remainder of the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information

sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

106. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and its subparts, and therefore denies them.

107. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

108. To the extent the allegations in this paragraph and its subparts relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph and its subparts, and therefore denies them.

109. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

110. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

111. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

112. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

113. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

114. The first sentence of this paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean denies the allegations in the first sentence of this paragraph. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

115. Dean admits that Plaintiffs purport to file this action on behalf of themselves and on behalf of a proposed class and subclasses. Dean denies that class action treatment is appropriate.

116. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

117. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean denies the allegations in this paragraph.

118. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean denies the allegations in this paragraph.

119. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean denies the allegations in this paragraph.

120. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean denies the allegations in the first and third

sentences of this paragraph. Dean admits that certain of the Plaintiffs sold raw Grade A milk to certain of Dean's operating subsidiaries in the Southeast. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

121. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

122. Dean incorporates by reference its Answers to paragraphs 1 through 99 of the Complaint as if fully set forth herein.

123. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

124. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

125. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean admits that the Complaint purports to define a "Southeast market" consisting of Federal Milk Marketing Orders 5 and 7. Dean denies that this area comprises a relevant geographic market. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

126. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean admits that the Complaint purports to define a product market consisting of the sales or marketing of raw Grade A milk to fluid Grade A milk bottling plants, and the purchase of raw Grade A milk by fluid Grade A milk bottling plants. Dean denies that this comprises a relevant product market. Dean also denies Plaintiffs' characterization of the regulations described in this paragraph to the extent they are inconsistent with the regulations themselves. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

127. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

128. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean denies the allegations in this paragraph.

129. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean admits that Plaintiffs purport to seek money damages, but denies that Plaintiffs are entitled to such damages. Dean denies the remainder of the allegations in this paragraph.

130. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean admits that Plaintiffs purport to seek injunctive relief, but denies that Plaintiffs are entitled to such relief. Dean denies the remainder of the allegations in this paragraph.

131. Dean incorporates by reference its Answers to paragraphs 1 through 99 of the Complaint as if fully set forth herein.

132. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean admits that the Complaint purports to define a “Southeast market” consisting of Federal Milk Marketing Orders 5 and 7. Dean denies that this area comprises a relevant geographic market. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

133. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean admits that the Complaint purports to define a product market consisting of the sales or marketing of raw Grade A milk to fluid Grade A milk bottling plants, and the purchase of raw Grade A milk by fluid Grade A milk bottling plants. Dean denies that this comprises a relevant product market. Dean also denies Plaintiffs’ characterization of the regulations described in this paragraph to the extent they are inconsistent with the regulations themselves. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

134. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

135. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean is without knowledge or information

sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

136. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

137. To the extent the allegations in this paragraph relate to Dean, Dean denies them. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

138. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean denies the allegations in this paragraph insofar as they relate to Dean. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

139. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean denies the allegations in this paragraph insofar as they relate to Dean. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

140. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean denies the allegations in this paragraph.

141. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean admits that Plaintiffs purport to seek money

damages, but denies that Plaintiffs are entitled to such damages. Dean denies the remainder of the allegations in this paragraph.

142. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean admits that Plaintiffs purport to seek injunctive relief, but denies that Plaintiffs are entitled to such relief. Dean denies the remainder of the allegations in this paragraph.

143. Dean incorporates by reference its Answers to paragraphs 1 through 99 of the Complaint as if fully set forth herein.

144. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean admits that the Complaint purports to define a “Southeast market” consisting of Federal Milk Marketing Orders 5 and 7. Dean denies that this area comprises a relevant geographic market. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

145. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean admits that the Complaint purports to define a product market consisting of the sales or marketing of raw Grade A milk to fluid Grade A milk bottling plants, and the purchase of raw Grade A milk by fluid Grade A milk bottling plants. Dean denies that this comprises a relevant product market. Dean also denies Plaintiffs’ characterization of the regulations described in this paragraph to the extent they are inconsistent with the regulations themselves. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

146. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean denies the allegations in this paragraph insofar as they relate to Dean. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

147. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

148. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean admits that Plaintiffs purport to seek money damages from DFA. Dean denies the remainder of the allegations in this paragraph.

149. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean admits that Plaintiffs purport to seek injunctive relief, but denies that Plaintiffs are entitled to such relief. Dean denies the remainder of the allegations in this paragraph.

150. Dean incorporates by reference its Answers to paragraphs 1 through 99 of the Complaint as if fully set forth herein.

151. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean admits that the Complaint purports to define a “Southeast market” consisting of Federal Milk Marketing Orders 5 and 7. Dean denies that this area comprises a relevant geographic market. Dean is without knowledge or information

sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

152. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean admits that the Complaint purports to define a product market consisting of the sales or marketing of raw Grade A milk to fluid Grade A milk bottling plants, and the purchase of raw Grade A milk by fluid Grade A milk bottling plants. Dean denies that this comprises a relevant product market. Dean also denies Plaintiffs' characterization of the regulations described in this paragraph to the extent they are inconsistent with the regulations themselves. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

153. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean denies the allegations in this paragraph.

154. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean denies the allegations in this paragraph.

155. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean denies the allegations in this paragraph.

156. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean denies the allegations in this paragraph.

157. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean denies the allegations in this paragraph.

158. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean admits that Plaintiffs purport to seek money

damages, but denies that Plaintiffs are entitled to such damages. Dean denies the remainder of the allegations in this paragraph.

159. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean admits that Plaintiffs purport to seek injunctive relief, but denies that Plaintiffs are entitled to such relief. Dean denies the remainder of the allegations in this paragraph.

160. Dean incorporates by reference its Answers to paragraphs 1 through 99 of the Complaint as if fully set forth herein.

161. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean denies the allegations in this paragraph insofar as they relate to Dean. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

162. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean denies the allegations in this paragraph.

163. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean denies the allegations in this paragraph insofar as they relate to Dean. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

164. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean denies the allegations in this paragraph insofar as they relate to Dean. Dean is without knowledge or information sufficient to form a

belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

165. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean admits that the Complaint purports to define a “Southeast market” consisting of Federal Milk Marketing Orders 5 and 7. Dean denies that this area comprises a relevant geographic market. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

166. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean admits that the Complaint purports to define a product market consisting of the sales or marketing of raw Grade A milk to fluid Grade A milk bottling plants, and the purchase of raw Grade A milk by fluid Grade A milk bottling plants. Dean denies that this comprises a relevant product market. Dean also denies Plaintiffs’ characterization of the regulations described in this paragraph to the extent they are inconsistent with the regulations themselves. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

167. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean denies the allegations in this paragraph insofar as they relate to Dean. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations in this paragraph, and therefore denies them.

168. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean denies the allegations in this paragraph.

169. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean admits that Plaintiffs purport to seek money damages, but denies that Plaintiffs are entitled to such damages. Dean denies the remainder of the allegations in this paragraph.

170. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean admits that Plaintiffs purport to seek injunctive relief, but denies that Plaintiffs are entitled to such relief. Dean denies the remainder of the allegations in this paragraph.

171. Dean incorporates by reference its Answers to paragraphs 1 through 99 of the Complaint as if fully set forth herein.

172. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

173. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

174. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

175. Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

176. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean is without knowledge or information

sufficient to form a belief as to the truth or falsity of the allegations in this paragraph and its subparts, and therefore denies them.

177. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

178. This paragraph contains legal conclusions that do not require a response. To the extent a response is deemed required, Dean is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in this paragraph, and therefore denies them.

Dean denies that Plaintiffs are entitled to any of the relief requested in their Prayer for Relief.

AFFIRMATIVE AND OTHER DEFENSES

Dean asserts the following defenses without assuming any burden of proof that rests upon Plaintiffs as to any issue. Dean also expressly reserves the right to plead additional defenses, including affirmative defenses, as appropriate during the course of discovery or trial.

FIRST DEFENSE Failure to State a Claim

Plaintiffs' claims and those of the purported class are barred, in whole or in part, because the Complaint fails to state a claim upon which relief can be granted.

SECOND DEFENSE Statute of Limitations

Plaintiffs' claims and those of the purported class are barred, in whole or in part, by the applicable statutes of limitations.

THIRD DEFENSE
Lack of Standing/Antitrust Standing

Plaintiffs' claims and those of the purported class are barred, in whole or in part, because they lack standing and/or antitrust standing.

FOURTH DEFENSE
Lack of Antitrust Injury

Plaintiffs' claims and those of the purported class are barred, in whole or in part, because they have not suffered antitrust injury.

FIFTH DEFENSE
Laches

Plaintiffs' claims and those of the purported class are barred, in whole or in part, by the equitable doctrine of laches.

SIXTH DEFENSE
Waiver/Estoppel

Plaintiffs' claims and those of the purported class are barred, in whole or in part, by the doctrines of waiver and estoppel.

SEVENTH DEFENSE
Unclean Hands/In Pari Delicto

Plaintiffs' claims and those of the purported class are barred, in whole or in part, by the doctrine of unclean hands and/or *in pari delicto*.

EIGHTH DEFENSE
No Injury/Damages

Plaintiffs' claims and those of the purported class are barred, in whole or in part, because they have not suffered any injury or damages.

NINTH DEFENSE
Failure to Mitigate Damages

Plaintiffs' claims and those of the purported class are barred, in whole or in part, because they failed to mitigate any alleged injury or damages.

TENTH DEFENSE
Speculative Damages

Plaintiffs' claims and those of the purported class are barred, in whole or in part, because their alleged damages, if any, are too remote and/or speculative to allow recovery and because determining whether, or to what extent, Plaintiffs were damaged is impossible.

ELEVENTH DEFENSE
Due Process

Plaintiffs' claims and those of the purported class are barred, in whole or in part, because they subject Dean to the risk of unfair, excessive, multiple, or inconsistent obligations and deprive Dean of due process of law.

TWELFTH DEFENSE
Prohibition of Multiple Recoveries

Plaintiffs' claims and those of the purported class are barred, in whole or in part, because Plaintiffs are prohibited from receiving multiple recoveries or relief for the same alleged injury.

THIRTEENTH DEFENSE
Lack of Causation

Plaintiffs' claims and those of the purported class are barred, in whole or in part, because any injuries and/or damages sustained by Plaintiffs were not caused by Dean, and/or because any injuries and/or damages sustained by Plaintiffs were caused by superseding and/or intervening cause(s) and/or the acts of third parties for whom Dean is not responsible.

FOURTEENTH DEFENSE
No Unreasonable Restraint

Plaintiffs' claims and those of the purported class are barred, in whole or in part, because Dean did not unreasonably restrain trade or commerce; acted for its own independent, legitimate business reasons; and had no purpose or intent to injure competition.

FIFTEENTH DEFENSE
Improper Joinder

Plaintiffs have improperly joined Dean in this suit in violation of Rule 20(a) of the Federal Rules of Civil Procedure.

SIXTEENTH DEFENSE
Co-Defendants' Defenses

Dean incorporates any and all defenses asserted by any other Defendant to the extent they are not inconsistent with Dean' defenses.

JURY TRIAL DEMAND

Dean demands a trial by jury of all issues triable by a jury.

PRAYER FOR RELIEF

WHEREFORE, Dean respectfully requests as follows:

- (a) that Plaintiffs' Complaint be dismissed with prejudice;
- (b) that Dean be awarded the costs, expenses, and disbursements which it incurs in defending this action;
- (c) that Dean be awarded the attorneys' fees which it incurs in defending this action;
- (d) that Dean be awarded such further relief as this Court may deem just and proper.

Dated: July 21, 2008

Respectfully submitted,

/s/ Paul H. Friedman

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*Attorneys for Defendant
Dean Foods Company*

CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of July, 2008, a true and correct copy of the foregoing Answer by Defendant Dean Foods Company to Plaintiffs' Consolidated Amended Complaint was served by operation of the electronic filing system of the U.S. District Court for the Eastern District of Tennessee.

/s/ Paul H. Friedman _____

Paul H. Friedman