

Testimony of Scott Hamilton
Phil Campbell, Alabama

before the

Committee on Agriculture, Nutrition, and Forestry
United States Senate

for a hearing on

"Economic Challenges and Opportunities Facing American Agricultural Producers Today"

April 18, 2007

Chairman Harkin, Ranking Member Chambliss, and Members of the Committee-

Thank you for the opportunity to testify before you today on this important topic.

My name is Scott Hamilton. I am a poultry grower from Phil Campbell, Alabama. I also raise cattle on my farm, where I live with my wife and two children. I graduated of Auburn University in 1995 with a degree in Zoology, and also later graduated from Auburn's Agriculture and Forestry Leadership Program.

I am very pleased that this hearing is being held, because it demonstrates that this Committee understands the importance of competitive markets and fairness standards to the family farmers of this country. The structure of U.S. Agriculture has changed significantly in recent decades, and the American farmers are rapidly losing their independence. For many of us, that independence was lost years ago.

I am here today to tell you a few of my experiences as a poultry grower, as well as those of other poultry growers, with regard to the abusive practices that have become commonplace in poultry.

Poultry has been grown under production contracts since the 1950s and contracting is nearly universal today, particularly for broilers. In 2004, the Winston-Salem Journal in North Carolina did a series of articles entitled "Plucking the Farmer" about the abuses that poultry growers face in the contract relationships with large, vertically integrated poultry firms. An editorial in this series stated it well when it described the relationship as follows:

"The companies own the chickens, control what kind of birds the farmers get, control the feed, control the pay system and can cancel a contract at almost any time. The farmers take out loans to build the chicken house they own, but the companies often ask for expensive improvements such as new fans, scale systems, egg-collector conveyors, lights and other equipment.... The U.S. Department of Agriculture has little authority in cases involving unfair or illegal practices involving contract chicken farmers. And the way the contracts are written gives farmers little recourse in courts."

An even more extensive series of articles of the poultry industry's mistreatment of growers ran in the Baltimore Sun in 1999, and stated that:

"[The] imbalance of power begins and ends with a farmer's contract."

When I first decided to get involved in the poultry growing business in 1995, it was my hope and expectation that I would be in a close working partnership with my poultry company. After all, I was putting up \$350,000 of borrowed capital for single-use poultry houses on my farm, built to the poultry company's specifications, in order to raise their chickens to full slaughter weight. But instead of a partnership, I quickly learned what so many other poultry growers have learned, that the poultry growing relationship is more like a dictatorship or a feudal system of serfdom.

Often a grower does not even see a written contract until after they've gone to the bank to get the loan to build the houses on their land. The bank often makes the loan based on a letter of intent from the poultry company. Because of the large size of the loan, growers usually have to put up their farmland and their homes as collateral. So once the grower actually sees the written contract, they are in no position to argue. The extreme debt required to get into the poultry growing business and the fact that there are not alternative uses for the poultry houses, give the poultry company total control. For most growers, you cannot shop around for other poultry companies if you disagree with your company's practices. There is very little competition in local areas. Even in those unusual instances where two companies overlap a certain area, companies are very reluctant to pick up a grower who has disagreed in any way with another company.

There are no negotiations, because the company has total power. Either you sign what's put in front of you, or they don't bring you chickens. If they don't bring you chickens, you can't make you mortgage payments, and you lose your farm and home.

So it is from this basic imbalance that all of the abuses experienced by poultry growers originate. The company has total leverage and the grower has absolutely none.

Let me briefly describe some of the abusive contract clauses that growers face as a result of this imbalance of power.

The Ranking System of Payment

Most poultry growers are paid based on a "ranking system" which pays you in competition with other growers. Essentially, the company has you compete with other growers based on your success in putting weight on the bird during the 7-to-9 week grow-out period, relative to how much feed you used. This is called the feed conversion. But the catch is that all the inputs that determine your feed conversion are controlled and supplied by the company itself. From the day-old chicks, to the feed, to the specifications of your poultry house, all are controlled by the company. Often one grower will receive different inputs than another grower in the same "ranking," which can influence your feed conversion greatly. Yet those growers are still ranked together as if it were a straight-up, fair competition. The difference between a top ranking and a

bottom ranking can mean many thousands of dollars to a grower for a 7-to-9 week flock. The irony is that while the company portrays this system as a competition, there is really only one winner, and that is the company. Because no matter how successful you are at raising their birds, the system is rigged so that half the growers get pay cuts to compensate for the other half that get bonuses. This system also helps to make growers suspicious of each other, to minimize the potential for any group action by growers.

But some growers have seen through that smoke screen to understand that only through working together will they gain the leverage to demand better contracts. Often the lack of transparency in the ranking system has been a tool for companies to retaliate against growers who attempt to speak out about the abuses or organize with other growers to try to bargain for better contract terms. It is very common for such outspoken growers to suddenly see their ranking fall drastically, costing them thousands of dollars.

In my personal experience, after I started to be more active in the Alabama Poultry Growers Association, I saw my ranking fall and was put on a probation-like program. I had sick birds, through no control of my own. I was told that I was doing poorly as a grower, and would need to do better. When you are put on this program, you need to show improvement in the ranking or the next step is termination, even though you've made a huge investment for the purposes of the contract and your ranking may have nothing to do with your own performance.

In a more extreme example, a breeder hen grower in Georgia, Chris Burger, was the victim of severe retaliation by his poultry company when he tried to organize a breeder hen grower group in his area. The company deliberately targeted him and delivered chickens with cholera to his farm. He was able to sue and years later he won his case after it was proven that the company deliberately targeted him with the bad birds because of his organizing efforts. But his victory in court palled in comparison to the loss of his farm and the loss of his family to divorce related to the stress of those years.

Forced Equipment Upgrades at the Growers' Expense

A major part of the leverage that the companies hold over growers is their debt. Growers without debt are growers that are in a position to say "no" to the company, or to insist on a better contract, because they have less to lose.

So it's not surprising that as growers pay down their loans, the companies will often put pressure on them to take out new loans to upgrade their houses, even though the houses they originally built were constructed based on the company's own specifications. The companies want to experiment with new technologies, but they force the growers to pay for those experiments. In some cases they may offer small pay increases to those who agree to make the upgrades, but never are the increases enough to cash flow the new debts and the additional energy costs needed to power the new equipment. Almost always, those growers who decline to upgrade are threatened with contract termination.

I have a neighbor whose company is pressuring him to upgrade his four chicken houses. In order to make the upgrades, he would need to spend \$157,000. In exchange, he would be given

an increase in pay of about one-third a penny per pound. Based on his average weight, that equates to about \$9700 per year, less than the cost of the interest on the loan. And even that return would not be guaranteed.

Flock to Flock Contracts

There is no such thing as a long-term contract in poultry. Even when growers think they have a signed agreement for a multi-year contract, the company will often come back with a new, shorter and less favorable version of the contract. Either you sign or you get no new birds. Again, if you don't get birds, you can't make your mortgage payment and then you risk losing your farm in bankruptcy. It is becoming more and more common that growers are actually given "flock to flock" contracts, meaning that they can terminate you at any time. Remember, most growers have made investments of about \$500,000 to \$1 million. If they knew going in that the guarantee of income would be for one 7-to-9 week flock, would any grower have made that investment? No.

Arbitration Clauses

And perhaps one of the most abusive contract clauses that growers are facing currently is the mandatory arbitration clause. As poultry growers in the 1980s and 1990s started to win lawsuits against poultry companies over contract abuses, companies started to present new contracts to their growers. These new contracts included little-understood provisions that essentially said that growers were waiving their right to take the company to court for any reason. Instead, the growers would be given access to a private system called mandatory arbitration, where a private group of arbitrators would hear their case and render a decision. But the up-front costs of this process are prohibitive. Some growers have been handed bills for as much as \$20,000 just to get an arbitration hearing. In some cases, these upfront costs are actually in excess of the claim itself. Further, unlike a public court process, there is limited right of discovery in arbitration, meaning that the grower can not get access to the evidence that they need to prove their case. And lastly, the outcome of an arbitration proceeding is not public, so the horror stories that are commonplace in poultry are kept under wraps.

In the mid-1990s, a grower by the name of Tom Greene and 38 other Alabama contract poultry growers were pressured by their poultry company to sign a new contract that included a mandatory arbitration clause. As described in the 1999 Baltimore Sun article I mentioned earlier:

"The farmers said the company's new contract was unfair and a ticket to the poorhouse. Local bankers agreed... [T]he farmers refused to sign. They might as well have challenged a tank squadron with pitchforks. In the year that followed, ConAgra defied or intimidated nearly every institution that usually calls the shots in small-town America. The banks surrendered. The local newspaper softened its punches. Government regulators watched but did nothing, prompting one state investigator to quit in exasperation. Real estate agents sensed a raw deal but fearfully kept their mouths shut. Of the 39 growers who first stood up to the company, 20 quickly caved in and signed the contract they despised. The other 19 tried to sell their farms, but ConAgra undermined every offer to buy. On January 7 [1999], Tom Greene became the

third farmer to lose his land to foreclosure.

In a more recent example in Mississippi, 67 year old Gertrude Overstreet, a contract poultry grower since 1976, was alleging that her poultry company had violated the terms of their agreement, and she wanted to have her case heard in court. Mrs Overstreet only had two chicken houses so her income before her termination was minimal as shown in the court record. However the company had previously added an arbitration clause to her contract that would require her to pay over \$ 20,000 in up-front costs before she could get an arbitration hearing.

In a rare occurrence, the U.S. District Court recognized the injustice of this arbitration clause and ruled that it was unconscionable and therefore unenforceable. The Court reiterated in its opinion that Mrs. Overstreet and her husband's total monthly income, including food stamps was less than \$ 1000 per month. The Court further stated that Mrs. Overstreet only had a 10th grade education, had no savings or property, real or personal, other than a car and miscellaneous household appliances. Mrs. Overstreet's testimony that no one from the poultry company had ever explained arbitration to her and she had no idea about the cost of arbitration went uncontested by the poultry company. Additionally, the Court's opinion stated that the Overstreets' could not even afford to buy their required medications which were prescribed for them by their doctors. Mr. Overstreet has since passed away. The District Judge in his opinion stated simply that "My conscience is shocked."

The poultry company appealed the Judge's ruling and amazingly, the 5th Circuit Court of Appeals panel overturned the District Judge's opinion.

This should shock any reasonable person's conscience.

Why is this Permitted to Happen?

First, in any situation where one party has total control over another, the opportunity for abuse is great. Second, unlike other contract relationships, such as real estate contracts or car contracts, poultry contract relationships are largely unregulated.

While the Packers and Stockyards Act makes it unlawful for a livestock packer or live poultry dealer "to engage in or use any unfair, unjustly discriminatory or deceptive practice or device, or to give any unreasonable advantage to any particular person or locality," it does not give USDA the administrative enforcement authority to take action against a poultry company. In contrast, when violations of the Act are discovered in the livestock industry, GIPSA has the authority to take administrative actions, including holding hearings and assessing civil and criminal penalties. However, GIPSA does not have this administrative enforcement authority in the poultry industry.

When violations of the Act are discovered in the poultry industry, GIPSA can only issue an order to cease illegal conduct. In extreme cases, GIPSA can send the complaint to the Justice Department. From the poultry company's perspective, breaking the law and increasing company profits through fraudulent or deceptive practices carries little financial or legal risk.

In addition, even the limited authority that USDA does have in the poultry sector does not apply to protection for breeder hen or pullet growers, even though those growers are a vital part of that poultry production process and equally vulnerable to abuse.

Without question, USDA's Grain Inspection, Packers and Stockyards Agency can and should be more aggressive in pursuing abuses in the poultry sector. But we must also acknowledge that they do not have as much authority as the need to do that job well.

In reality, there is no cop on the beat for poultry growers.

What's the Solution?

Senators Harkin and Enzi have introduced legislation (S.622) that addresses many of the concerns that I raised in my testimony. The bill would:

1) Close the "poultry loophole" by amending the Packers and Stockyards Act to give USDA the full authority to enforce against poultry companies that use unfair and deceptive trade practices against poultry growers. It would also provide protection for breeder hen and pullet growers, not just broiler growers.

2) Clarify that the Packers and Stockyards Act provides protection to producers for unfair, deceptive, and anti-competitive practices, without them having to prove an effect on competition. This is necessary in light of a recent court decision that suggests that competitive harm must be shown to the market more broadly before a farmer can be granted relief under the Act.

3) Amend the Agricultural Fair Practices Act to close loopholes that have made the Act difficult for USDA to enforce, and would set minimum contract standards of fairness for agricultural contracts. Specifically-

- it would prohibit pre-dispute, mandatory arbitration clauses, and would assure that decisions to pursue arbitration are voluntary. (Senators Grassley and Feingold have introduced similar legislation on this topic, which is also being addressed in the Judiciary Committee)

- it would specify that if growers were required to make major capital investments for purposes of servicing an agricultural contract, that they could have their contracts terminated without 180 days of forewarning, and that they be told the reason for the termination and be given the right to remedy the problem.

- It would further specify that a grower can't be forced to make an equipment upgrade at their own expense, unless both parties to the contract agree ahead of time and the company fairly compensates for the expense.

-

4) And perhaps most importantly, the Harkin bill would require companies to bargain in good faith with producer associations, so that competition can truly work and farmers can have the leverage to bargain for fair contracts, instead of having a take-it-or-leave-it contract forced on them.

Closing

As a poultry farmer from Alabama, I am honored to be here today providing this testimony. But at the same time, it is a sad commentary on the state of our nation that I had to seriously consider whether or not my testimony here today would put me in financial jeopardy because of retaliation.

In no way am I arguing that contacting is a bad thing. Contracts are vital to the economy in this country. But it also vital that basic standards of fair dealing apply to contract relationships.

The poultry model of contract production is spreading rapidly into other sectors of agriculture-hogs, tobacco, peanuts, specialty grains, and others. While the issues of market concentration and loss of competition may be presenting themselves differently in different sectors of agriculture, all of these manifestations are examples of that same problem.

Therefore, over 200 organizations sent a letter to this Committee in January of this year, urging that a comprehensive competition title in the 2007 Farm Bill. The letter spelled out 8 specific legislative solutions to this problem, including those in the Harkin-Enzi bill that I mentioned above. But it also included many other proposals of great importance to hog farmers and cattle ranchers. A copy of that letter is attached to my written statement.

It is my hope that this Committee will include all of these provisions when the Farm Bill is drafted later this year.

Thank you.

January 18, 2007

The Honorable Tom Harkin
Chairman, Senate Committee on Agriculture, Forestry and Nutrition

The Honorable Saxby Chambliss
Ranking Member, Senate Committee on Agriculture, Forestry and Nutrition

The Honorable Collin Peterson
Chairman, House Committee on Agriculture

The Honorable Bob Goodlatte
Ranking Member, House Committee on Agriculture

The Honorable Patrick Leahy
Chairman, Senate Committee on the Judiciary

The Honorable Arlen Specter
Ranking Member, Senate Committee on the Judiciary

The Honorable John Conyers, Jr.

Chairman, House Committee on the Judiciary

The Honorable Lamar S. Smith
Ranking Member, House Committee on the Judiciary

Dear Chairmen and Ranking Members:

The over 200 undersigned organizations strongly urge you to make the issues of agricultural competition and market concentration a top priority as Congress considers the crafting of agricultural legislation and the next Farm Bill. During the 2002 Farm Bill debates, public testimony provided clear and compelling evidence of the need for free market competition and fairness for the nation's farmers and ranchers. Since that time these concerns have become even more urgent and prominent in the public eye.

Today, a small handful of corporations overwhelmingly dominate our food supply. The concentration of market control in the top four firms in U.S. food retailing, grain processing, red meat processing, poultry processing, milk processing, and nearly every category of food manufacturing is at an all time high. Corporate mergers and buyouts have concentrated the power of these firms and increased their ability to unfairly manipulate market conditions in their favor. This unprecedented level of horizontal market consolidation effectively eliminates free market competition to the detriment of independent family farmers and consumers.

Compounding the problem associated with horizontal consolidation is the rapid trend toward vertical integration. Manufacturers, processors, and packers increasingly control all stages of production and inventory through commodity ownership and one-sided contracts. This corporate control of production unnecessarily eliminates market transparency, creating an environment ripe for price manipulation and discrimination. It replaces farm-level decision making with centralized corporate planning and leaves farmers trapped in long-term debts tied to short-term, non-negotiable production contracts. In addition, top retailers and packers increasingly engage in relationships with dominant suppliers that exclude smaller competitors and minimize price competition. Because both supply and demand are controlled by the same few players in the market, the basic principles of supply and demand cannot function.

A critical role of government is to ensure fairness by facilitating properly operating markets and balance in the economic relationships among farmers/ranchers, consumers and food companies. Currently, inadequate federal legislation and the lack of enforcement of anti-trust policies allow a handful of corporations to continue to consolidate market power, manipulate prices, and create anti-competitive market structures. Federal government inaction has a dramatic, negative impact on not only farmers and ranchers, but also on rural communities, the environment, food quality, food safety, and consumer prices. It undermines sustainable production practices and state and local laws that support family-scale, sustainable farm and ranch operations.

Policy makers often voice the laudable policy goals of maintaining a diverse, farm-and-ranch-based production sector and providing consumers with a nutritious, affordable food supply. However, government failure to redress industry concentration--both vertical and horizontal--is

thwarting these policy goals and driving the earnings of farmers and ranchers down and consumer prices up.

To address these problems, we urge you to champion a strong, comprehensive Competition Title in the 2007 Farm Bill. We also ask that you co-sponsor and support any of the following measures of this comprehensive package if they are introduced as separate or combined bills and to work for speedy congressional consideration of these proposals.

? LIMIT PACKER CONTROL/MANIPULATION OF LIVESTOCK MARKETS

1. Captive Supply Reform Act: This legislation will bring secret, long-term contracts between packers and producers into the open and create a market for these contracts. The Captive Supply Reform Act would restore competition by making packers (and livestock producers) bid against each other to win contracts. Currently, formula contracts and marketing agreements are negotiated in secret, where packers have all the information and power. These formula contracts and agreements depress prices and shut small and independent producers out of markets. The Captive Supply Reform Act would require such contracts to be traded in open, public markets to which all buyers and sellers have access.

2. Prohibition on Packer-Owned Livestock: Meat packers such as Tyson, Cargill, and Smithfield Foods use packer-owned livestock as a major tool for exerting unfair market power over farmers and ranchers. This practice fosters industrial livestock production and freezes independent farmers out of the markets. Packer-owned livestock has been proven to artificially lower farm gate prices to farmers and ranchers while consumer food prices continue to rise. By prohibiting direct ownership of livestock by major meatpackers, a packer ban addresses a significant percentage of the problem of captive supply which packers use to manipulate markets, and would help increase market access for America's independent producers who currently experience great restrictions in market access due in part to packer ownership of livestock.

? INCREASE FAIRNESS IN AGRICULTURAL CONTRACTS AND MARKETS

3. Fairness Standards for Agricultural Contracts: In order to address the worst abuses contained in processor-drafted contracts, legislation that provides a set of minimum standards for contract fairness is urgently needed. Such standards should include at a minimum the following:

- (a) prohibition of the use of forced, mandatory arbitration clauses, which have been used by some packers or integrators to force growers to give up their access to the courts, even in the case of fraud, breach of contract, misrepresentation or other blatant contract abuses by the integrator or packer firm;
- (b) clear disclosure of producer risks;
- (c) full prohibition on confidentiality clauses;
- (d) recapture of capital investment so that contracts that require a significant capital investment by the producer cannot be capriciously canceled without compensation; and
- (e) a ban on unfair or deceptive trade practices, including "tournament" or "ranking system"

payment.

4. Clarification of "Undue Preferences" in the Packers & Stockyards Act (PSA): Packers commonly make unjustified, preferential deals that provide unfair economic advantages to large-scale agriculture production over smaller family owned and sustainable farms. Courts have found current undue preference legal standards virtually impossible to enforce. Additional legislative language is needed in the PSA to strengthen the law and clarify that preferential pricing structures (those that provide different prices to different producers) are justified only for real differences in product value or actual and quantifiable differences in acquisition and transaction costs. Specifically, we are asking to:

(a) Make clear that farmers damaged by packer/processor unfair and deceptive practices need not prove "harm to competition" to receive a remedy.

(b) Make clear that "pro-competitive effects" or "legitimate business justifications" are not recognized packer defendant defenses, and not necessary for farmer-plaintiffs to prove the absence of, in a court case under the PSA.

(c) Require courts to award attorneys fees to successful producer plaintiffs under the PSA.

5. Closing Poultry Loopholes in the Packers & Stockyards Act (PSA): USDA does not currently have the authority under the PSA to bring enforcement actions against poultry dealers. Poultry producers should have the same basic enforcement protection that is offered to livestock producers when packers and livestock dealers violate the PSA. We seek legislation to clarify that USDA has authority over PSA violations involving poultry dealers in their relations with all poultry growers, including those who raise pullets or breeder hens as well as broiler producers. The PSA enforcement loophole for poultry dealers should be closed.

6. Bargaining Rights for Farmers: Loopholes should be closed in the Agricultural Fair Practices Act of 1967 (AFPA) and processors should be required to bargain in good faith with producer organizations. The AFPA was enacted to ensure that livestock and poultry producers could join associations and market their products collectively without fear of retribution by processors. These goals have not been attained due to loopholes in that Act. Retaliation by processors is commonplace in some sectors. Legislation should be enacted that promotes bargaining rights and prevents processor retaliation.

? ASSURE ADEQUATE MARKET INFORMATION AND TRANSPARENCY FOR PRODUCERS AND CONSUMERS

7. Livestock Mandatory Price Reporting: The Livestock Mandatory Price Reporting Act of 1999 (LMPRA) requires packers, processors, and importers to provide price, contracting, supply and demand information to USDA, which then uses the information to create price reports for livestock producers. Since its implementation, bureaucratic inertia has blocked effective enforcement of the LMPRA and prevented the Act from operating to benefit independent livestock producers. The Government Accountability Office, at the request of Senators Harkin (D-IA) and Grassley (R-IA), has reviewed USDA implementation of the Act. In December 2005, the GAO issued a report documenting lengthy lag times for USDA corrections to missing or incorrect information from packers, and the failure of USDA to

inform the public about violations of the Act revealed in USDA audits. The LMPRA was reauthorized in September 2006 without including GAO recommendations to improve the Act. If USDA does not implement these recommendations, Congress should amend the Livestock Mandatory Price Reporting Act in 2007 by incorporating the GAO report recommendations as legislative directives to USDA in implementing the Act.

8. Mandatory Country of Origin Labeling: Country of origin labeling (COOL) for beef, lamb, fresh fruits, fish and shellfish was passed as a provision of the 2002 Farm Bill. Mandatory COOL for the fish and shellfish commodities was implemented by USDA in April of 2005, but COOL implementation for all other commodities has been successfully stymied by the meatpackers and retailers. Country of origin labeling is a popular measure that allows consumers to determine where their food is produced and also enables U.S. producers to showcase their products for quality and safety. It also limits the ability of global food companies to source farm products from other countries and pass them off as U.S. in origin. Congress should reauthorize COOL to reiterate its benefits to producers and consumers and should provide funding to ensure that USDA undertakes immediate implementation of COOL.

In conclusion, farmers, ranchers, and consumers across the country are asking for these legislative reforms to ensure fair markets and a competitive share for family farmers and ranchers of the \$900 billion dollars that consumers pay into the food and agriculture economy annually. Market reforms remain a key ingredient for rural revitalization and meaningful consumer choice. The legislative reforms summarized above are key to achieving the goals of promoting an economically healthy and diverse agricultural production sector and providing consumers with healthy, affordable food.

Thank you.

Sincerely,

A Little Taste of Everything
A Taste of the North Fork (NY)
Adams County Farmers Union (ND)
Agricultural Missions, Inc. (NY)
Agriculture and Land Based Training Association (CA)
Agriculture of the Middle
Alabama Contract Poultry Growers Association
Alabama Sustainable Agriculture Network
Alliance for a Sustainable Future (PA)
Alliance for Sustainable Communities (MD)
Alternative Energy Resources Organization (AERO) -MT
American Corn Growers Association
American Society of Agronomy
Appalachian Crafts (KY)
Art & Nature Project (NY)
Beartooth Stock Association (MT)

Berkshire Co-op Market
Bird Conservation Network
Blessed Kateri Tekakwitha Region, Secular Franciscan Order, NYS
Bronx Greens
California Dairy Campaign
California Farmers Union
California Institute for Rural Studies
Californians for GE-Free Agriculture
Campaign for Contract Agriculture Reform
Campaign for Family Farms and the Environment
Caney Fork Headwaters Association (TN)

Catholic Charities Diocese of Sioux City, IA
Catholic Charities of Chemung /Schuyler Counties (NY)
Catholic Charities of Kansas City - St. Joseph, Inc.
Catholic Charities of Louisville, Parish Social Ministry Dept. (KY)
Catholic Rural Life, Archdiocese of Dubuque, IA
Cattle Producers of Washington
Center for Food Safety
Center for Earth Spirituality and Rural Ministry (MN)
Center for Popular Research, Education and Policy (NY)
Center for Rural Affairs
Central Colorado Cattlemen's Association
Chemung County Church Women United (NY)
Chemung County Council of Churches (NY)
Church Women United of NYS
CitySeed (CT)
Community Action Resource Enterprises (OR)
Community Food Security Coalition
Concerned Citizens of Central Ohio
The Cornucopia Institute (WI)
Corson County Farmers Union (SD)
Court St Joseph #139, Catholic Daughters of the Americas, Corning (NY)
Court St Joseph #139, Corning/Elmira, Catholic Daughters of the Americas (NY)
Crop Science Society of America
Crowley-Kiowa-Lincoln Cattlemen's Association (CO)
Cumberland Counties for Peace & Justice (TN)
Dakota Resource Council
Dakota Rural Action of SD
Delmarva Poultry Justice Alliance
Delta Land and Community, Inc.
Eagle County Cattlemen's Association (CO)
Endangered Habitats League (CA)
Environmental Action Committee of West Marin (CA)
Environmental Coalition of Mississippi
Family Farm Defenders

Family Farms for the Future (MO)
Farm Aid
Farm Fresh Rhode Island
FH King Students of Sustainable Agriculture at UW Madison
First Nations Development Institute
Florida Organic Growers
Food Alliance (OR)
Food and Water Watch
FoodRoutes Network
Foodshed Alliance of the Ridge and Valley (NJ)
Friends of Rural Alabama
Georgia Organics
Georgia Poultry Justice Alliance
Global Exchange
Government Accountability Project
GRACE/Sustainable Table
Grassroots International
Hahn Natural Foods (PA)

Harding County Stockgrowers Association (SD)
Harvest Co-op Market (MA)
Heartland Center / Office of Peace and Justice for the Diocese of Gary, Indiana
Hispanic Farmers and Ranchers of America Inc.
Hispanic Organizations Leadership Alliance
Horseheads Grange #1118, Chemung City (NY)
Humane Society of the United States
Idaho Rural Council
Illinois Farmers Union
Illinois Stewardship Alliance
Independent Beef Association of North Dakota
Independent Cattlemen of Iowa
Independent Cattlemen of Nebraska
Independent Cattlemen's Association of Texas, Inc.
Indiana Campaign for Economic Justice
Indiana Farmers Union
Institute for Agriculture & Trade Policy
Institute for Responsible Technology
Iowa Citizens for Community Improvement
Iowa Farmers Union
Just Food (NY)
Just Harvest, Pittsburgh
Kansas Cattlemen's Association
Kansas City Food Circle
Kansas Farmers Union
Kansas Rural Center

Kerr Center for Sustainable Ag (OK)

Kit Carson County Cattlemen's Association (CO)
La C.A.S.A. de Llano (TX)
Ladies of Charity of Chemung County (NY)
Land Stewardship Project (MN)
Little Seed CSA (NY)
Madera County Cattlemen's Assoc (CA)
McKenzie City Energies & Taxation Association (ND)
Merced-Mariposa Cattlemen's Association, (CA)
Mesa County Cattlemen's Association (CO)
Michigan Farmers Union
Midwest Organic and Sustainable Education Service
Minnesota Farmers Union
The Minnesota Project
Mississippi Contract Poultry Growers Association
Mississippi Livestock Markets Association
Missouri Farmers Union
Missouri Rural Crisis Center
Montana Cattlemen's Association
Montana Farmers Union
National Campaign for Sustainable Agriculture
National Catholic Rural Life Conference
National Center for Appropriate Technology (NCAT)
National Family Farm Coalition
National Farmers Organization
National Farmers Union
National Hmong American Farmers, Inc.
National Latino Farmers & Ranchers Trade Association
National Organic Coalition
National Poultry Justice Alliance
Nebraska Farmers Union
Network for Environmental & Economic Responsibility
Nevada Live Stock Association
New England Small Farm Institute (NESFI)
New York Beef Producers Association Southern Tier Region
NY Sustainable Agriculture Working Group
Nojoqui Ranch Produce (CA)
North Carolina Contract Poultry Growers Association
North Dakota Farmers Union
Northeast Organic Dairy Producers Alliance
Northeast Organic Farming Assoc -MA
Northeast Organic Farming Assoc -NY
Northeast Organic Farming Assoc-CT
Northeast Organic Farming Assoc-VT

Northern Plains Sustainable Agriculture Society
Northern Plains Resource Coun (MT)
NYS Safe Food Coalition
Ohio Environmental Council
Ohio Farmers Union
Oregon Livestock Producer Association
Oregon Tilth
Organic Consumers Association
Organic Seed Alliance (WA)
Organization for Competitive Markets
The Partnership for Earth Spirituality (NM)
Past Regents Club, Diocese of Rochester (NY)
PCC Natural Markets (WA)
PCC Farmland Trust (WA)
Pennsylvania Association for Sustainable Agriculture
Pennsylvania Farmers Union
Perkins County Farmers Union (South Dakota)
Platte County Farm Bureau (NE)
Powder River Basin Resource Council (WY)
Producers Livestock
Provender Alliance (OR)
Putting Down Roots (PA)
Rainbow Natural Grocery (MS)
R-CALF United Stockgrowers of America
Red Tomato (MA)
Regional Farm and Food Project (NY)
Rochester Farm Connection (NY)
Rochester Roots (NY)
Rocky Mountain Farmers Union
Rural Advancement Foundation International-USA (RAFI-USA)
Rural Coalition/Coalición Rural
Rural Life Committee of the North Dakota Conference of Churches
Selene Whole Foods Co-op (PA)
Sevananda Natural Foods Market
Sierra Club Agriculture Committee

Social Concerns Office, Diocese of Jefferson City
Social Concerns/Rural Life Department, Catholic Charities, Diocese of Sioux City, IA
Soil Association
Soil Science Society of America
South Dakota District IV Farmers Union
South Dakota Farmers Union
South Dakota Stockgrowers Association
Southern Colorado Livestock Association
Southern Research & Development Corp. (LA)

Southern Sustainable Ag Working Group
Spokane County Cattlemen's Association (WA)
St John the Baptist Fraternity, Secular Franciscan Order, Elmira NY
Stevens County Cattlemen's Association (WA)
Sustainable Agriculture Coalition
Temple Beth El of Flint, Michigan
Texas Mexico Border Coalition Community Based Organization
Tilth Producers of Washington
United Hmong Association
The Urban Nutrition Initiative (PA)
Utah Farmers Union
Valley Stewardship Network (WI)
Virginia Association for Biological Farming
Washington Cattlemen's Association

Washington County Stockmen's Assoc (CO)
WA Sustainable Food & Farming Network
West Carroll Cattleman Assoc. (LA)
Western Organizations of Resource Councils
Wisconsin Farmers Union

FOR FURTHER INFORMATION, CONTACT:

Jeri Lynn Bakken,
Regional Program Associate
Western Organization of Resource Councils
2305 5th Ave. NE
Lemmon, SD 57638
Phone/Fax: 701/376-7077
email: jerilynn@worc.org
Becky Ceartas, Program Director
Contract Agriculture Reform Program
RAFI-USA
PO Box 640
Pittsboro, NC 27312
Phone: 919-542-1396, ext.209
e-mail: becky@rafiusa.org

John Crabtree
Center for Rural Affairs
145 Main St
PO Box 136
Lyons, NE 68038
PH: 402-687-2100, ext. 1010

e-mail: johnc@cfra.org
Steve Etko, Legislative Director
Campaign for Contract Agriculture Reform
PH: 703-519-7772
e-mail: sdetka@aol.com

Martha Noble, Senior Policy Analyst
Sustainable Agriculture Coalition
110 Maryland Ave., NE, Suite 209
Washington, D.C. 20002
PH: 202-547-5754
e-mail: mnoble@msawg.org
Jess Peterson, Legislative Director
R-CALF USA
1642 R Street NW
Suite 220
Washington, DC 20009
PH: (202) 387-2180
(202) 365-1803 (cell)
e-mail: jesspeterson@r-calfusa.com

Michael Stumo
Organization for Competitive Markets
PH: 413.854.2580
e-mail: stumo@competitivemarkets.com
Katy Ziegler, Legislative Director
National Farmers Union
400 North Capitol St. NW, Suite 790
Washington, DC 20001
Phone: , 202-314-3103.
Email: kziegler@nfudc.org

A COPY OF THIS SIGN-ON LETTER AND BACKGROUND INFORMATION ON THE
2007 FARM BILL'S COMPETITION AND CONCENTRATION ISSUES ARE POSTED
ON THE NATIONAL CAMPAIGN FOR SUSTAINABLE AGRICULTURE'S WEBSITE
AT:

<http://sustainableagriculture.net/CompConc2007.php>.