

UNITED STATES OF AMERICA
DEPARTMENT OF AGRICULTURE

+ + + + +

PUBLIC HEARING

+ + + + +

IN THE MATTER OF: :
: :
LEAFY GREEN VEGETABLES : Docket No.
HANDLED IN THE : A0-FE-09-0138
UNITED STATES; : AMS-FV-09-0029
HEARING ON PROPOSED :
MARKETING AGREEMENT :
NO. 970 :
:

Tuesday,
October 6, 2009

Greater Columbus Convention Center
400 North High Street
Room D130
Columbus, Ohio

The above entitled matter reconvened,
pursuant to notice, at 8:31 a.m.
BEFORE: HONORABLE MARC R. HILLSON
Chief Administrative Law Judge

APPEARANCES:

For the United States Department of
Agriculture:

SHARLENE DESKINS, Esquire

ANTOINETTE CARTER

MELISSA SCHMAEDICK

ANTHONY SOUZA

SUZANNE DASH

For the Proponents:

JASON RESNICK, Esquire

TOM STENZEL

HANK GICLAS

RAY GILMER

C-O-N-T-E-N-T-S

WITNESSES

DIRECT USDA PUBLIC PROPONENT

For the Proponents:

Thomas E. Stenzel	2139	2154	2174	
Ray Gilmer	2178	2183		
Hank Giclas	2186	2198		2225

For the Public:

Brent Baker	2236			
Raymond J. Yoder	2241			
Lloyd Schrock	2245	2247	2274	2283
Fred Finney	2293	2295	2306	
Jeff Zellers	2308	2315	2321	
Tiffany Leeper	2329	2332		
Chris Blanchard	2337	2356	2344	2375
Brian Snyder	2397	2412		2452
Karl Kolb	2425			
Lisa Schacht	2461	2476		2498
Bob Jones	2508	2514		2517
Carol Goland	2520	2525		
Richard Wander	2534	2537		
Natalie Walden	2540	2543	2551	

E X H I B I T S

EXHIBITS

MARK RECD

57	Statement	2139	2154
58	Document	2178	2185
59	Statement	2198	2198
60	Statement	2237	2247
61	Statement	2242	2247
62	Statement	2242	2247
63	Statement	2245	2247
64	Statement	2298	2298
65	Statement	2308	2315
66	Statement	2337	2356
67	Statement	2397	2412
68	Statement	2461	2476
69	Statement	2519	2525
70	Statement	2535	2537
71	Statement	2540	2543
72	Report	2554	2554
73	Petition	2554	2554

P R O C E E D I N G S

(8:31 a.m.)

JUDGE HILLSON: Good morning

everybody. It's October 6, 2009 and we're in

Columbus Ohio for the continuation of the

hearing on leafy green vegetables handled in

the United States, docket number A0-FE-09-

0138, AMS-FV-09-0029, FV09-970-1. This is the

third site that we've had a hearing at. This

is our sixth day of hearing. There are four

more sites, I think it's a total of 11 days of

hearing total. I may be off by one. My name

is Marc Hillson, I'm the Chief Administrative

Law Judge in the Department of Agriculture and

I am here to run the hearing, but I'm not a --

I'm not going to be -- I'm not a factor in

deciding the hearing. I'm just here to make

sure that witnesses -- the testimony and

exhibits come in in an orderly fashion.

All testimony must be under oath

or affirmation, and after people testify, they

will be subject to questions by the USDA

1 panel, and by, basically, anybody else who is
2 here today. Since this is a continuation of
3 the hearing -- I mentioned this to the
4 reporter but I'll just say this on the record
5 as well, that the page numbers should just
6 pick up where we left off. This is one
7 continuous hearing, and so, the first page of
8 today's hearing should begin just after the
9 last page number of the hearing that we had
10 last week in Jacksonville, Florida. Likewise,
11 when I start numbering exhibits, I will be
12 starting with number 57. We've already had 56
13 exhibits and a little over 50 witnesses
14 testify thus far.

15 Just a reminder to people, if you
16 would, please put your cell phones off or on
17 vibrate, thank you very much. And, I can't
18 think of any other preliminary matters. Do
19 you have any other preliminary matters other
20 than -- one thing we always do at our hearings
21 is, we ask the people who are here on a
22 representative capacity to introduce

1 themselves once for the record at the start of
2 the hearing, so I'll just ask the people who
3 are here to rep -- from the USDA in a
4 representative capacity to please introduce
5 themselves.

6 MS. DESKINS: Sharlene Deskins,
7 United States Department of Agriculture,
8 Office of General Counsel. I represent the
9 Agricultural Marketing Service.

10 MS. CARTER: Antoinette Carter,
11 with the Marketing Order Administration
12 Branch, USDA, Agricultural Marketing Service,
13 Fruit and Vegetable Programs.

14 MS. SCHMAEDICK: Melissa
15 Schmaedick, USDA, also with Marketing Order
16 Administration Branch.

17 MR. SOUZA: Anthony Souza, USDA,
18 Ag Marketing Service, Fresh Fruit and
19 Vegetable Inspection Service.

20 MS. DASH: Suzanne Dash, Economic
21 Analysis, USDA, AMS.

22 JUDGE HILLSON: And, Mr. Resnick?

1 MR. RESNICK: Thank you, Your
2 Honor. Jason Resnick, Assistant General
3 Counsel, Western Growers, and counsel for the
4 Proponent group.

5 MR. GICLAS: Hank Giclas, Western
6 Growers.

7 MR. STENZEL: Tom Stenzel,
8 President and CEO of United Fresh Produce
9 Association.

10 MR. GILMER: Ray Gilmer, Vice
11 President, Communications, United Fresh
12 Produce Association.

13 JUDGE HILLSON: Is there anyone
14 else here who is in a representative capacity?
15 Okay, in that case we can proceed with the
16 hearing.

17 And, Mr. Resnick, you may call
18 your first witness.

19 MR. RESNICK: Thank you, Your
20 Honor. The Proponent group calls Tom Stenzel.

21 JUDGE HILLSON: I'm marking Mister
22 Stenzel's written testimony as Exhibit 57.

1 (Whereupon, Exhibit 57 was marked
2 for identification.)

3 If you would please raise your
4 right hand.

5 Whereupon,

6 THOMAS E. STENZEL

7 having been first duly sworn, was called as a
8 witness herein, was examined and testified as
9 follows:

10 EXAMINATION - DIRECT

11 JUDGE HILLSON: Could you please
12 state your name and spell it for the record?

13 THE WITNESS: Thomas E. Stenzel.
14 S-T-E-N-Z-E-L.

15 JUDGE HILLSON: And, you have a
16 statement you want to read?

17 THE WITNESS: Yes sir.

18 JUDGE HILLSON: Why don't you
19 proceed to do so?

20 THE WITNESS: Thank you. Good
21 morning, my name is Tom Stenzel and I'm
22 President and CEO of the United Fresh Produce

1 Association. United Fresh is a membership
2 trade association representing some 1200
3 companies, from growers, packers, and fresh
4 processors through the produce supply chain to
5 retailers and food service companies.

6 Together these companies produce and market
7 the vast majority of fruits and vegetables
8 sold in the United States. Our association is
9 one of the proponent organizations that has
10 requested the USDA to consider a national
11 marketing agreement for leafy greens.

12 Our member leadership reached the
13 decision to support a national marketing
14 agreement in the belief that this would
15 provide an opportunity, not a burden, for
16 growers, shippers, and processors of leafy
17 greens. It is important to state from the
18 beginning that we support this initiative
19 because it is indeed voluntary for leafy
20 greens handlers. If USDA moves forward with
21 this agreement, it is entirely up to
22 individual handlers, whether they want to

1 participate. That is a huge distinction from
2 a mandatory marketing order. If the agreement
3 holds value in an opportunity for handlers of
4 leafy greens, they can join in. If not, there
5 is no need to take that step.

6 We believe this fact provides a
7 simple choice both for leafy greens handlers
8 and the USDA. For handlers, simply watch and
9 see as the agreement is developed and make
10 your own choice of whether to participate.
11 For USDA, with overwhelming support from the
12 majority of the leafy greens industry, we
13 submit that you have no reason not to move
14 forward with a voluntary agreement. You are
15 imposing no burdens on the industry by
16 allowing a voluntary agreement to move
17 forward.

18 As I testify here in Ohio, I also
19 want to recognize that we've heard various
20 concerns and objections raised about the
21 potential agreement. Some of our own members
22 here in Ohio have expressed these concerns.

1 While I believe fundamentally that the
2 voluntary nature of the agreement answers
3 those concerns, I would like to spend a few
4 minutes talking about issues that I've heard
5 that may be based on misunderstandings. I've
6 summarized below the top 10 concerns I've
7 heard in our own association's listening with
8 the industry over the past year.

9 Number one, a national agreement
10 would be little more than California imposing
11 it's system on others. As a national
12 organization, we do not agree. It would not
13 support such an outcome. In fact, the
14 National Leafy Greens Marketing Agreement, as
15 proposed, would require input and direct
16 leadership control from all regions. Ohio is
17 one of the states in Zone Four, which would
18 have two handlers and one producer on the
19 NLGMA administrative committee.

20 We should actually recognize that
21 this is an over-representation based on volume
22 produced due to the very large volume of leafy

1 greens produced in California and Arizona.
2 USDA 2007 census of agriculture data presented
3 by Suzanne Dash in an earlier hearing shows
4 the following acreage comparing just
5 California and Ohio. Head lettuce or iceberg,
6 118,000 acres harvested in California, three
7 acres in Ohio. Leaf lettuce, 44,000 compared
8 with 354 acres. Romaine lettuce, 64,000
9 compared with 78 acres. With this large
10 volume difference, if California interest had
11 truly sought to impose their will on others,
12 they may simply have advocated for a mandatory
13 marketing order and simply voted that in with
14 their sheer overwhelming size.

15 Instead, UFPA believes this
16 agreement gives you in Ohio and other
17 production regions an opportunity to voice
18 your interest in the leadership of the
19 initiative. Additionally, the California and
20 Arizona agreements are operating fine today
21 for the handlers and producers there. They
22 really don't need a national agreement to

1 demonstrate their compliance with good
2 agricultural practices. On the other hand,
3 our association believes growers and handlers
4 outside of those areas should have the same
5 opportunity to demonstrate your compliance
6 with GAPs as they do.

7 Number two, the standards
8 contained in the California and Arizona
9 agreements are not appropriate for other
10 regions. Actually, we may agree on that one.
11 The entire concept of the leafy greens
12 industry getting together nationally is to
13 allow for regional differences to be
14 incorporated into an overall audit system that
15 still provides public and buyer assurance.
16 Until the California and Arizona agreements,
17 everyone was dealing with their own
18 interpretation of FDA guidance. The
19 California agreement was a way for leafy
20 greens industry there to come together to
21 agree on a common approach, and even they had
22 to find a way to address differences ranging

1 from irrigation from deep wells in Salinas to
2 irrigation with Colorado River water in the
3 desert regions. A national agreement will
4 allow all regions to participate and shape the
5 standards that work for each area.

6 Number three, grower-handler rules
7 or standards are not needed, food safety is
8 only a bagged salad problem. Unfortunately,
9 that's not the case. FDA reports numerous
10 outbreaks in cases of food-borne illness
11 associated with multiple types of commodity
12 lettuces. Packaged salads only give officials
13 an easier way to identify clusters of
14 illnesses when product is distributed more
15 widely in geography. In addition, in most
16 cases with packaged products, scientists have
17 identified the original examination point as
18 somewhere on the farm. We as an industry must
19 not minimize the responsibility we all share
20 in preventing pathogens from ever coming into
21 contact with our foods, as well as minimizing
22 the negative impact in processing, if and when

1 that should occur. In fact, the California
2 agreement has brought growers, packers and
3 processors together better than ever instead
4 of blaming each other when breakdowns in
5 safety occur.

6 In addition, I think it's wise for
7 all of us to realize that mandatory GAPs, good
8 agricultural practices, for all leafy greens
9 are not far away. Today, the FDA has clearly
10 stated it's intention to propose mandatory
11 regulations for leafy greens production and
12 handling.

13 As a precursor to regulation, the
14 FDA recently issued guidance for leafy greens,
15 which all producers should be following today.
16 A National Leafy Greens Marketing Agreement
17 will not forestall nor replace those eventual
18 FDA regulations and the need for Ohio growers
19 to comply with these rules. However, it can
20 be helpful now in gaining grower and handler
21 input and consensus on what those rules ought
22 to be, and subsequently, in demonstrating

1 compliance with those rules. Opposing a
2 marketing agreement is not going to change the
3 fact that FDA will soon require specific GAPs
4 and metrics for leafy greens.

5 Number four, a national marketing
6 agreement will cost too much. Actually one of
7 the goals of the National Leafy Greens
8 Agreement is to reduce the cost of auditing by
9 reducing the number of audits a producer or
10 handler has to conduct. The California
11 experience has shown that buyers have come to
12 recognize the California Leafy Greens
13 Marketing Agreement as a sound, rigorous
14 standard in audit protocol. This reduces the
15 need and expense of multiple audits. In fact,
16 a national agreement could do the same for
17 Ohio. If retailers today are already
18 expecting California standards for 90% of the
19 volume they buy, it could save Ohio industry
20 time and money to be part of a similar
21 national approach. As for the fees, since
22 fees would be based on a per package

1 assessment, these are fair and equitable based
2 on the size of the operation.

3 Number five, some say my
4 operations already have audits that are
5 sufficient for your customers. From a
6 national perspective, we increasingly see the
7 major retail and food service buyers looking
8 for common standards in audit processes, not
9 continuing with a diverse sets of audits in
10 different regions. There is also tremendous
11 diversity in auditor quality. With one of the
12 goals of the NLGMA to bring you only USDA
13 certified auditors, including employees of the
14 state Department of Agriculture, who know you
15 best, how many audit companies are based in
16 Ohio and know your farming systems as well as
17 your own state Department of Agriculture?

18 Number six, small growers or
19 organic growers can't or shouldn't have to
20 comply. This is an often cited but always
21 invalid argument. Every grower and handler of
22 leafy greens must comply with basic good

1 agricultural practices and food safety
2 standards to protect the health of our
3 consumers. Making one person sick at a
4 roadside stand is no more acceptable than
5 contamination in a product that goes to all 50
6 states. Food safety is not an option, every
7 grower must ensure that water meets
8 appropriate standards, that soil amendments do
9 not raise the risk of contamination, that
10 workers follow proper hygiene steps, and that
11 animal incursion does not bring new risk into
12 the field. The same goes for packing houses
13 and processors. A small regional processor
14 like Freshway Foods here in Ohio has to comply
15 with the same standards as Dole or Fresh
16 Express.

17 Number seven, we need to pay more
18 attention to imported foods than domestic.
19 USDA statistics show that there is actually
20 very little volume in leafy greens imported in
21 the United States. Yet, a national agreement
22 gives us a vehicle for handlers to apply the

1 same standards for imported product. Handlers
2 who sign onto the NLGMA agree to only buy from
3 growers are audited against these standards.
4 Therefore, a US company that grows or sources
5 90% of its greens in the United States but
6 supplements that volume with Mexican
7 production can assure the same standards.
8 That actually allows for greater compliance of
9 imports.

10 Number eight, an NLGMA would
11 penalize growers who are already doing GAPs.
12 Actually, a national agreement could protect
13 growers and handlers who are now in compliance
14 from those who are not. We recognize that it
15 would be a change in business model for some
16 to only source product from previously audited
17 growers, even for fill-in needs from those
18 that you trust.

19 But just because you have
20 confidence in your practices, what about
21 others? Consider this, do you really want
22 other packers and processors buying from

1 growers who may not follow good agricultural
2 practices? Do you think there is anyone out
3 there in our industry who might be cutting
4 corners just to have the cheapest price? If
5 all are included, it's fair for all.

6 Number nine, my leafy greens sales
7 are fine and I haven't had a problem with
8 safety. To my friends who share this opinion,
9 I say congratulations and Godspeed. I hope
10 these trends hold. But, I also say, don't
11 underestimate the impact of consumer fear of
12 fresh leafy greens today. We know that sales
13 of spinach have not fully recovered from three
14 years ago and we can only guess what, at that
15 time, was the fastest-growing leaf vegetable
16 might have meant to all of us in increased
17 sales without that outbreak.

18 On other products, we know the
19 general consumption of salads is flat. We may
20 not know how our markets today are already
21 affected by consumer fear. If we can boost
22 public confidence, it doesn't take too many

1 more salads consumed to strengthen not only
2 your sales but market prices. Greater demand
3 through public confidence has the ability to
4 strengthen markets.

5 And last, this agreement is being
6 forced down our throats. Let me return to
7 where I started, a National Leafy Greens
8 Marketing Agreement would be 100% voluntary.
9 No individual grower or handler has to
10 participate. For those who fear that
11 retailers will demand it, an NLGMA will no
12 more raise nor reduce the likelihood that
13 retailers will want compliance that you follow
14 GAPs. And clearly, the US government will
15 soon require compliance through mandatory FDA
16 regulation.

17 Instead, the National Leafy Greens
18 Marketing Agreement would provide you an
19 opportunity, if you choose to participate.
20 You here in Ohio can get involved in shaping
21 the standards, ensuring local differences are
22 allowed for, setting the funding rates, and

1 really writing the road rules of the road.
2 Once in place, you can choose, if you want, to
3 use the system to demonstrate your compliance
4 with a nationally comprehensive standard that
5 gives confidence to your buyers and consumers.
6 And, you can ensure that your audits are
7 carried out by USDA certified auditors and
8 state Department of Agriculture employs who
9 know your farms best. A National Leafy Greens
10 Marketing Agreement leaves it up to you
11 totally whether to participate.

12 But for those of you who still
13 don't feel that the system is for you, I have
14 one last request. Please don't try to deny
15 this opportunity to your neighbors. They may
16 want to be part of a national system, working
17 together with other leafy greens growers
18 across the industry to increase public
19 confidence in our products, and thus grow
20 sales and consumption to confident consumers.
21 This ends my written testimony.

22 JUDGE HILLSON: Do you have any

1 further direct questions, Mr. Resnick?

2 MR. RESNICK: We do not.

3 JUDGE HILLSON: Okay, I'm going to
4 receive Exhibit 57, Mr. Stenzel's testimony,
5 into evidence and then I will ask the members
6 of the panel of the USDA if they have any
7 questions of Mr. Stenzel.

8 (Whereupon, Exhibit 57 was
9 received into evidence.)

10 Ms. Schmaedick?

11 EXAMINATION - BY USDA

12 MS. SCHMAEDICK: Good morning.

13 THE WITNESS: Good morning.

14 MS. SCHMAEDICK: Melissa
15 Schmaedick, USDA. Thank you for your
16 testimony. You mentioned that your
17 organization was one of the organizations that
18 identified itself as a proponent when this
19 request was submitted to USDA?

20 THE WITNESS: That is correct.

21 MS. SCHMAEDICK: And, how long
22 were you involved in the drafting and

1 development of the proposal?

2 THE WITNESS: I would estimate
3 probably about a year. We had a number of
4 conversations and meetings, conference calls
5 in the development of the development of the
6 proposal.

7 MS. SCHMAEDICK: And, as far as
8 the other members of the proponent group, do
9 they represent other parts of the country?

10 THE WITNESS: Yes, I believe they
11 do.

12 MS. SCHMAEDICK: Can you give me
13 some examples?

14 THE WITNESS: If you'll bear with
15 me one moment.

16 MS. SCHMAEDICK: Certainly.

17 THE WITNESS: The other proponent
18 organizations include the Produce Marketing
19 Association, which is a national organization
20 representing all of the states, the Georgia
21 Fruit and Vegetable Growers Association, the
22 Texas Vegetable Association, Arizona Farm

1 Bureau, Leafy Greens Council, a number of
2 different organizations from around the
3 country.

4 MS. SCHMAEDICK: And was there an
5 opportunity for all of those members to
6 provide input during the drafting?

7 THE WITNESS: There was. In fact,
8 this is actually a smaller group than was
9 involved in the discussion phase. We included
10 as many groups from around the country,
11 including here in Ohio, as part of those
12 discussions, going forward.

13 MS. SCHMAEDICK: So, in your
14 opinion, was there an opportunity for outreach
15 and involvement during the drafting?

16 THE WITNESS: Yes, very much so.

17 MS. SCHMAEDICK: You mentioned,
18 just briefly, on page one of your testimony,
19 point one, you spoke about zones and
20 representation of growers and handlers per
21 zone. Can you explain, generally, how that
22 would work within the proposed agreement?

1 THE WITNESS: Yes, as we
2 considered drafting the agreement, one of the
3 essentials was to make sure there was regional
4 representation. So the proposal outlines, I
5 believe, five different zones to cover the
6 leafy greens producers and handlers in the
7 country. The idea was to make sure there was
8 adequate representation from regions, small
9 and large producers, to make sure that it
10 really did serve the entire industry.

11 MS. SCHMAEDICK: So, you've used
12 two different terms, zones and regions. Can
13 you explain if there's a difference between
14 those two terms?

15 THE WITNESS: I don't believe
16 there is. Zone is really the proper term in
17 the proposal.

18 MS. SCHMAEDICK: So, zone would be
19 -- is it more of an administrative term in
20 terms of how the country would be divided up
21 for the purpose of representation on the
22 administrative committee?

1 THE WITNESS: That's correct.

2 MS. SCHMAEDICK: Okay. And, why
3 did the proponent group feel that it was
4 important to provide representation for areas
5 that perhaps on a volume basis might be
6 relatively smaller than other areas?

7 THE WITNESS: I think from our
8 perspective, for there to be a national
9 agreement, it really did require involvement
10 of representatives from throughout the
11 country. Even though they may not have the
12 same volume that is grown in California and
13 Arizona, we thought it was very important to
14 get the input from producers in those
15 different zones and make sure that they were
16 part of the agreement. One of the key aspects
17 of this is to recognize regional differences
18 in production methods. That's something
19 that's very important and we're not going to
20 get that input unless we ensure adequate
21 representation from the different zones.

22 THE WITNESS: So, you mentioned in

1 your testimony that perhaps some of the best
2 practices that are used in California or
3 Arizona may not be appropriate for other parts
4 of the country. Is that correct?

5 THE WITNESS: Yes.

6 MS. SCHMAEDICK: Can you explain
7 what some of those differences might be?

8 THE WITNESS: Well, the example I
9 used even between California and Arizona, I
10 think, is interesting to growers. Where,
11 irrigation is used in the Salinas Valley
12 primarily from deep wells, but growing in Yuma
13 Arizona, they're taking water out of the
14 Colorado River aqueduct system.

15 If you're growing in the east, I'm
16 not sure exactly what your irrigation methods
17 are going to be, but the common, consistent
18 factor is the water you use that comes in
19 contact with the leafy greens needs to be safe
20 for that purpose. So, whatever the source of
21 that water, that's something that the
22 agreement could look at to make sure that

1 there's adequate recognition of variations.

2 But, the standard itself would require that

3 that water be safe for its intended use.

4 MS. SCHMAEDICK: What about

5 variations in size of operation? Are there

6 differences in the size of producer operations

7 or handler operations throughout the country?

8 THE WITNESS: I tried to make the

9 point in my testimony that the basic good

10 agricultural practices apply to every

11 producer, no matter how large or how small.

12 And that's something that's not part of this

13 agreement per se, that's a food safety

14 standard that's an FDA expectation and

15 probably greater than that, it's a consumer

16 expectation.

17 The basic good agricultural

18 practices are not something that are hard to

19 comply with or that are more difficult for

20 small producers. Making sure that the water

21 is safe, making sure that workers follow

22 adequate hygiene, making sure that fertilizers

1 you use have been adequately composted, not
2 using raw manure, those types of things are
3 basic, good agricultural practices, and those
4 should be followed by all producers large and
5 small.

6 MS. SCHMAEDICK: Is there anything
7 in the proposed agreement that would
8 contradict, let's say, an operation that is
9 certified organic?

10 THE WITNESS: No, I don't believe
11 so. Organic producers have the exact same
12 issues that I've just outlined in terms of
13 following good agricultural practices. They
14 may use different types of products, crop
15 protection tools, or different types of
16 production methods, but clearly, you still
17 have the same issues to follow good
18 agricultural practices to prevent pathogens
19 from coming into contact with those leafy
20 greens.

21 MS. SCHMAEDICK: On page two of
22 your testimony, you mentioned that the

1 proposed NLGMA will allow all regions to
2 participate and shape the standards that work
3 for each area. Can you explain that process?
4 How would someone become involved in the
5 shaping of those?

6 THE WITNESS: Yes. First the
7 administrative committee would have adequate
8 representation from each of the zones and that
9 would be a primary place of leadership
10 involvement for each part of the country. We
11 then would expect that the committee would
12 work to look at what are the standards going
13 to be, what are the metrics for auditing, and
14 that's the place where a robust discussion on
15 regional differences would take place. I
16 think it's -- that's probably the most likely
17 source of input. I would not be surprised,
18 however, if the administrative committee feels
19 the need for further input. That is certainly
20 within the bounds of the proposal, to go back
21 out in additional public meetings with growers
22 in different regions of the country to talk

1 about any specific issues that they may have
2 a concern on.

3 MS. SCHMAEDICK: And, are you
4 referring to the proposed Technical Review
5 Board? Is that what you're referring to?

6 THE WITNESS: I may be speaking of
7 that but also the administrative committee
8 that has the handler-producer representatives.
9 So, both.

10 MS. SCHMAEDICK: Okay, thank you.
11 On page three of your testimony, under point
12 four, you say, as for fees, since these would
13 be based on a per package assessment, these
14 are fair and equitable based on size of
15 operation. Can you explain how the assessment
16 process would work?

17 THE WITNESS: I may not have the
18 best understanding of that. I'll do my best,
19 but perhaps one of my colleagues will also be
20 able to address that.

21 MS. SCHMAEDICK: Certainly.

22 THE WITNESS: On the per package

1 assessment -- and the point I was trying to
2 make here is that for a small producer, you
3 only pay the same rate for your production
4 that a very large producer would. So, if you
5 would -- you only grow -- or, you're a handler
6 of 100 packages, your assessment would be on
7 those 100 packages. If there's a much larger
8 handler with 1000 packages or 10,000 or
9 100,000, they would pay commensurately more
10 based on their volume. So, that's the point
11 in terms of equity between small and large.

12 MS. SCHMAEDICK: Okay. And, I'm
13 sorry -- I thought I heard you say, grower and
14 handler.

15 THE WITNESS: Actually, this would
16 be a handler fee.

17 MS. SCHMAEDICK: A handler
18 assessment. Okay.

19 THE WITNESS: Yes.

20 MS. SCHMAEDICK: Okay, and how
21 would the cost of the audit verifications be
22 paid for under this program?

1 THE WITNESS: I believe there may
2 be opportunity for the administrative
3 committee of the marketing agreement to
4 determine that in finality. In California, it
5 operates where all the assessments cover all
6 of the cost. So, the individual audits are
7 not a separate expense. I believe that is
8 possible, however, if the administrative
9 committee, with input from different zones,
10 felt that they wanted to have a lower
11 assessment and then charge for audits, that
12 that is a possibility.

13 MS. SCHMAEDICK: Okay. That
14 concludes my questions. Thank you.

15 JUDGE HILLSON: Anyone else in the
16 panel have questions? Ms. Dash?

17 MS. DASH: Suzanne Dash. How would
18 a national agreement assure public confidence
19 in leafy green products?

20 THE WITNESS: One of the real
21 concerns right now among the public is the
22 number of outbreaks that have been associated

1 with leafy greens products, both whole
2 commodities and bagged or packaged products.
3 As we look at the need to restore public
4 confidence, I think consumers are looking for
5 a sense that the leafy greens they buy, no
6 matter where they're grown, or under what
7 conditions, are safe. A national standard
8 gives all of us in the production community an
9 opportunity to grow and package and handle our
10 products to a common standard and also to
11 demonstrate compliance. I think the
12 compliance factor is one of the most important
13 parts of this agreement, that it really does
14 give the handlers and their particular growers
15 an opportunity to demonstrate through a third-
16 party USDA certified audit that their leafy
17 greens are in full compliance with good
18 agricultural practices. That's something that
19 we don't have in our industry right now with
20 the myriad number of auditors and private-
21 sector auditors, all kind-of operating on
22 different standards. So the ability to have

1 one approach that's nationally representative
2 to certify against USDA auditors, we think,
3 would be very helpful.

4 MS. DASH: And, the other question
5 I had was, can you talk a little bit about
6 United Fresh -- if you can describe your
7 membership by the type of companies and
8 individual who would become members, and if
9 you have any information about -- by regions
10 in the country?

11 THE WITNESS: I may have to get
12 you some further information. I can provide
13 as much detail as you might like, if that's
14 appropriate, for the judge. But, just in
15 general, about 1200 member companies. These
16 are all throughout the produce supply chain,
17 growers, packers, shippers, processors, on
18 through to wholesalers, retailers, and even
19 some food service companies. I would say
20 probably 70% of that membership is on the
21 supply side of the produce industry, so the
22 actual producers, growers, shippers, packers,

1 and fresh processors. Here in Ohio we have
2 about 50 member companies, and that includes
3 some of the larger growers here. And it's a
4 regionally diverse membership pretty much
5 based upon the larger production areas, that's
6 what the concentration of membership would be.

7 MS. DASH: Thank you.

8 JUDGE HILLSON: Ms. Carter?

9 MS. CARTER: Good morning,
10 Antoinette Carter, with the USDA. Just -- I
11 guess, just a follow-up question from the
12 questions Susan -- Ms. Dash just asked. With
13 regards to your membership, do you know how
14 many of those growers and/or companies are
15 engaged in leafy green production?

16 THE WITNESS: I don't have that
17 number. Certainly, from an estimate purpose,
18 the majority of the leafy greens production
19 and volume would be members of our
20 association.

21 MS. CARTER: And, do you have any
22 sense of the size of those growing operations,

1 if they're considered small growers and/or
2 large?

3 THE WITNESS: I think it varies.

4 There are -- just on a volume basis, I think
5 the USDA statistics would indicate that leafy
6 greens production is pretty concentrated. So,
7 it -- overall volume of the country falls
8 within larger operations. But we do include
9 in our membership many of the smaller
10 organizations that are in the east: Georgia,
11 North Carolina, some cabbage producers all the
12 way up the coast, New York, that area, who
13 were smaller farms.

14 MS. CARTER: On page one of your
15 prepared statement, you discussed a little bit
16 about the administrative committee under the
17 proposal. Could you talk about producer and
18 handler representation? Under the proposal,
19 there is also -- it also provides for
20 representation of the retail food service
21 sector as well as a public member and importer
22 representation. Could you explain why that's

1 beneficial and an important component?

2 THE WITNESS: Speaking in general
3 about the whole committee makeup, I've already
4 addressed the regional importance of getting
5 representation from each of the regions in the
6 country. I think between the handlers and the
7 producer, that's also important. This is a
8 handler marketing agreement, that's who would
9 actually pay the fees and choose to be
10 involved, but at the same time we recognize
11 that the growers who sell to those handlers
12 are going to be impacted by it. So that's
13 important that the producers themselves, even
14 though they're not paying or they're not a
15 signatory to the agreement, that they would
16 have a place at this table as well. In terms
17 of having a public member, a retailer, an
18 importer, again, those are stakeholders in
19 this entire effort. We're looking at a leafy
20 greens agreement as a way to bring the
21 industry together to do the very best job we
22 possibly can, to get input from all the key

1 stakeholders, and I think that's why you have
2 such a wide representation.

3 MS. CARTER: I guess, just one
4 final question. You mentioned in your
5 prepared statement that imports would be
6 covered under the proposed agreements. What
7 in the proposal provides for consideration of
8 differences in production and growing
9 practices in those foreign regions? How would
10 that be accounted for?

11 THE WITNESS: The basic way
12 imports would come under this agreement would
13 be through the handlers. So, if a US-based
14 handler is a signatory to the agreement, they
15 would agree to purchase their leafy greens
16 from companies that have been audited
17 according to these standards. So in that
18 case, whether it was grown in Mexico or
19 Canada, they would have to have a similar
20 audit to demonstrate compliance with the same
21 standards. So, that's really the methodology
22 by which imports would be included.

1 MS. CARTER: Okay. Well, I have
2 one more follow-up question. In your
3 testimony you state that the proposal
4 addresses, I guess, minimizing the risk of
5 contamination at the field level. How would
6 that -- the proposal minimize that risk that
7 others -- areas within the chain?

8 THE WITNESS: That's a good
9 question, I'm not real sure that I can answer
10 that myself, but I might ask a colleague to
11 speak specifically about upstream
12 requirements.

13 MS. CARTER: Okay, thank you.

14 JUDGE HILLSON: Anything else from
15 the panel? Mr. Souza?

16 MR. SOUZA: Anthony Souza, USDA.
17 Good morning, Mr. Stenzel.

18 THE WITNESS: Good morning.

19 MR. SOUZA: One quick question. On
20 your written statement on page two, you speak
21 about, you think it's wise that the
22 realization that mandatory GAPs is going to

1 come. Why do you think it's important to go
2 forth with a national leafy green program?

3 THE WITNESS: I think that's a
4 very good question. We firmly believe, and
5 FDA has made it clear, that they are moving
6 forward to propose mandatory regulations for
7 leafy greens production and handling. As we
8 look at a marketing agreement at this point in
9 time, it really gives the industry an
10 opportunity to be ahead of that game, to be
11 involved in making sure that we have adequate
12 input into the process of what those good
13 agricultural practices should be, the
14 standards that are being set, and then finally
15 in demonstrating our compliance. We envision
16 a point down the road where after FDA does
17 have mandatory regulations, we may still be in
18 a situation where the leafy greens industry
19 chooses to participate in a marketing
20 agreement such as this in order to demonstrate
21 our compliance with FDA regulations. One of
22 the key principles that we have voiced

1 throughout this process is that FDA is the
2 public health agency of the US government that
3 has primacy on setting health standards.
4 We're not trying to usurp that role in any
5 possible way. FDA is the one that is going to
6 tell us what the standards for leafy greens
7 should be. The marketing agreement is very
8 clear that it will follow whatever FDA comes
9 up with, but it does provide all of us in the
10 industry an opportunity to demonstrate our
11 compliance with what are going to be public
12 health standards that are mandatory for
13 everyone.

14 JUDGE HILLSON: Anything else from
15 the panel? Any other questions for this
16 witness? Any redire -- Oh, you need to come
17 up and identify -- to the microphone and
18 identify yourself, and then ask your question.

19 EXAMINATION - BY THE PUBLIC

20 MS. WALDEN: Good morning.

21 THE WITNESS: Good morning.

22 MS. WALDEN: My name is Natalie

1 Campbell Walden, and I don't know if you -- I
2 wanted to ask if, in looking at the sales
3 being flat in creating this marketing thing,
4 how have you looked at -- in California, how
5 much the impact of the new local surge of
6 people's interest in exactly where their food
7 is coming from, because organic farmers are
8 put under very strict safety -- mandatory --
9 position to grow and people -- is there an
10 impact on your sales because of people going
11 to their local farmer because they know where
12 it comes from, rather than because of the
13 incident in 2006? That is my question.

14 THE WITNESS: No, the sales
15 numbers that I referenced were national total
16 sales of spinach So, that would include local
17 farms, small farms as well as big. I will
18 suggest this, however, that we are strongly
19 supportive of local agriculture and local
20 farms and organic farms. We really think that
21 the growth of support and interest in knowing
22 your farmer and know your food -- those areas,

1 that is, those are good things for our
2 industry.

3 MS. CARTER: Judge Hillson, if she
4 could spell her name for the record?

5 MS. WALDEN: It's N-A-T-A-L-I-E,
6 Campbell as in soup, C-A-M-P-B-E-L-L, and
7 Walden, W-A-L-D-E-N, as in pond or book.

8 JUDGE HILLSON: Thank you. Do we
9 have any redirect, Mr. Resnick?

10 MR. RESNICK: No, Your Honor.

11 JUDGE HILLSON: Okay, thanks for
12 testifying.

13 THE WITNESS: Thank you.

14 JUDGE HILLSON: You may step down,
15 and you may call your next witness.

16 MR. RESNICK: The proponent group
17 calls Ray Gilmer.

18 JUDGE HILLSON: While Mr. Gilmer
19 is passing out his statements, I just want to
20 remind everyone that even though this hearing
21 is supposed to end at five o'clock, we only
22 have one day in Columbus. I see a lot of

1 people here, I don't know how many of them are
2 going to testify. We'll go until the hearing
3 is done, within reason. And if -- when we
4 take our morning break in about an hour or so.
5 If the people who need to testify earlier
6 rather than later, who have a plane to catch
7 or whatever, just let me know and we'll get
8 you in earlier rather than later. I think Mr.
9 Resnick, just told me he has just three
10 witnesses to call, although that might've
11 changed since I last talked to them.

12 MR. RESNICK: No, it's still three,
13 Your Honor.

14 JUDGE HILLSON: So, after the
15 proponents call their witnesses, anyone else
16 will be able to testify and I'll try to --
17 we'll try to work everyone in. I don't know
18 how many of you are watching, and how many of
19 you are testifying, but I'll find out soon.

20 So, you don't have a written
21 statement, you just have a document.

22 MR. GILMER: Just a document that

1 I would like to read from the first couple of
2 paragraphs of that.

3 JUDGE HILLSON: Let me swear you
4 in first.

5 Whereupon,
6 RAY GILMER

7 having been first duly sworn, was
8 called as a witness herein, was examined and
9 testified as follows:

10 EXAMINATION - DIRECT

11 Please state your name and spell
12 it for the record.

13 THE WITNESS: Ray Gilmer, R-A-Y G-
14 I-L-M-E-R.

15 JUDGE HILLSON: Okay, and you
16 handed me a document which is from the
17 Washington Post it looks like, and you want me
18 to mark that as Exhibit 58?

19 JUDGE HILLSON: Yes Your Honor.

20 THE WITNESS: Okay.

21 (Whereupon, Exhibit 58 was marked
22 for identification.)

1 THE WITNESS: And I apologize for
2 not having more copies. It was pulled off
3 this morning's Washington Post website. I
4 would be happy to provide additional copies
5 later.

6 JUDGE HILLSON: Okay, do you have
7 a -- so, you just want to --

8 THE WITNESS: Just a brief
9 statement, and then I'll call attention to
10 this article in the Washington Post website
11 that looked -- that would be the extent of the
12 testimony.

13 JUDGE HILLSON: Go right ahead.

14 THE WITNESS: Good morning and
15 thank you. I just wanted to raise awareness
16 of leafy greens in the news, unfortunately.
17 The Center for Science in Public Interest is
18 making an announcement later today at 11
19 o'clock making public a report, as they are
20 known to do on a regular basis, to raise
21 awareness about certain food safety issues.
22 I'm sure, you may know, the Center for Science

1 in Public Interest as the food police.
2 They've been in the news for the past few
3 years. They've issued a new report that was
4 made public to the media yesterday and is
5 being posted on their website at 11 o'clock
6 today. The Washington Post has a story that's
7 posted on their website that I pulled up this
8 morning. Your Honor, I would like to read the
9 first three paragraphs of the story for -- as
10 part of my testimony, if that's all right.

11 JUDGE HILLSON: That's all right,
12 you can go ahead and do that.

13 THE WITNESS: From the Washington
14 Post today: healthy foods carry hidden
15 dangers, new study finds. The first three
16 paragraphs of the story. Leafy greens,
17 tomatoes and berries, they are packed with
18 vitamins and showcased by nutritionists as
19 healthful foods that Americans should eat
20 regularly. They're also among the 10 foods
21 most likely to make you sick, according to a
22 nonprofit research group's analysis.

1 Researchers analyzed federal data collected
2 since 1990 to identify the foods regulated by
3 the Food and Drug Administration that caused
4 the largest numbers of food-borne illness
5 outbreaks. The 10 riskiest foods were, in
6 descending order, leafy greens, eggs, tuna,
7 oysters, potatoes, cheese, ice cream,
8 tomatoes, sprouts, and berries. That
9 concludes the reading from that article.

10 I would only wish to add to -- to
11 point out that these kind of stories are the
12 kind of stories that will degrade consumer
13 confidence in fresh produce, as well as in the
14 leafy green industry. Consumer confidence has
15 to be a priority for the produce industry, and
16 certainly, stories like this, whether they're
17 valid or not, work to degrade that. Adoption
18 of an NLGMA would certainly work to try to get
19 ahead of that, restoring consumer confidence,
20 working even before any possible legislation
21 that Congress might pass regarding food safety
22 legislation that's currently before the

1 Senate. And, it would work to bolster and
2 restore consumer confidence in buying and
3 consuming leafy greens, given the assurances
4 of USDA inspection and a national standard.
5 That concludes my testimony.

6 JUDGE HILLSON: Any other direct
7 Mr. Resnick?

8 MR. RESNICK: Just for the record,
9 would you just give a little bit of your
10 professional background?

11 THE WITNESS: No, I serve as Vice
12 President of Communications for United Fresh
13 Produce Association in Washington. My
14 previous background has been working in a
15 similar capacity for the Florida Fruit and
16 Vegetable Association based in Maitland,
17 Florida. I've also, prior to my service in
18 the produce industry, I worked for about 10
19 years as it should is a journalist in
20 broadcast television.

21 JUDGE HILLSON: Okay, let me turn
22 it over to the USDA panel. Do you have

1 questions of Mr. Gilmer Gilmer? Ms.
2 Schmaedick?

3 EXAMINATION - BY USDA

4 MS. SCHMAEDICK: Melissa
5 Schmaedick, USDA. Good morning. And thank
6 you, Mr. Gilmer for your testimony. I have a
7 question about the proposed agreement. Does
8 the -- in your opinion, would the proposed
9 agreement prevent contamination from occurring
10 in the leafy green industry?

11 THE WITNESS: There's no way that
12 I think that any agreement would ever prevent
13 contamination.

14 MS. SCHMAEDICK: What is the
15 benefit of having a system as proposed in the
16 agreement then?

17 THE WITNESS: There is -- there
18 has to be a two-step program process in my
19 opinion on essentially establishing a standard
20 that can be widely adopted and followed, and
21 then communicating how that standard is making
22 an impact on food safety. The advantage that

1 I see in the National Leafy Greens Marketing
2 Agreement would be that it does, in a
3 relatively simple way, communicate to the
4 consumers, to the end-users, that there is a
5 higher standard -- there is a consistent
6 standard no matter where your product was
7 grown or how it was grown, and where you
8 bought it, what form, either whole or in the
9 processed form, that consumers could know that
10 that standard was being followed, and
11 communicate that there is a reasonable
12 assurance that every possible step has been
13 taken to ensure food safety.

14 MS. SCHMAEDICK: Would the
15 proposed agreement also include a type of
16 tracking mechanism or a trace-back system?

17 THE WITNESS: I'm not sure I
18 understand the question.

19 MS. SCHMAEDICK: In the proposed
20 agreement, are there requirements that would
21 allow for -- if a contamination were to occur,
22 would the proposed system allow for a

1 mechanism to identify where the contamination
2 came from?

3 THE WITNESS: I confess, I'm not
4 sure if the trace-back or the traceability
5 component would be fully assured by the
6 agreement itself.

7 MS. SCHMAEDICK: Okay, thank you.

8 JUDGE HILLSON: Anything else from
9 the panel? Any other questions of this
10 witness? Okay, Mr. Gilmer, I'm going to
11 receive the Washington Post article as Exhibit
12 58, and thank you for testifying. You may
13 step down.

14 (Whereupon, Exhibit 58 was
15 received into evidence.)

16 MR. GILMER: Thank you.

17 JUDGE HILLSON: Mr. Resnick, you
18 may call your next witness.

19 MR. RESNICK: Thank you, Your
20 Honor. The proponent group calls Hank Giclas.

21 JUDGE HILLSON: Mr. Giclas, you've
22 already testified earlier in this hearing, so

1 one oath is good for the whole hearing. So,
2 you have an additional written statement that
3 you want to read it, I take it?

4 MR. GICLAS: I do, sir.

5 JUDGE HILLSON: Okay, well then,
6 why don't you proceed with that statement.

7 EXAMINATION - DIRECT

8 THE WITNESS: Okay, thank you very
9 much. My name is Hank Giclas. For the
10 record, it's H-A-N-K G-I-C-L-A-S. I'm the
11 Vice President for Strategic Planning, Science
12 and Technology, for Western Growers. Western
13 Growers is a nonprofit trade association
14 representing growers and handlers of fresh
15 fruits, nuts, and vegetables grown in and sold
16 from California and Arizona.

17 Roughly one third of those are
18 Growers and handlers. The remaining members
19 are companies such as seed, fertilizer,
20 container and other supporting and related
21 service-type companies. Collectively, our
22 members grow and ship almost half of the

1 United States' total output of fruits and
2 vegetables and in some commodities like leafy
3 greens, the percentage is far higher, perhaps
4 approaching 90%. As most of the Growers and
5 handlers in California and the Arizona are
6 Western Growers members.

7 As such, Western Growers has been
8 directly engaged in the development and
9 implementation of a national marketing
10 agreement for leafy greens since it's
11 inception. We've taken part in the drafting
12 of the current proposal, have advocated for
13 it's acceptance and establishment, and we're
14 committed to working with all parties to
15 continue to improve the agreement so that it's
16 workable for all, does not disenfranchise any
17 segment of the industry, and improves the
18 quality of leafy greens offered in this
19 country and beyond. We firmly believe that a
20 national agreement for leafy greens will help
21 to accomplish this by empowering willing
22 handlers of leafy greens to collectively

1 organize to improve the quality of these
2 products produced and sold in the United
3 States by facilitating the development and
4 adoption of good agricultural handling and
5 manufacturing practices that will minimize the
6 potential for contamination by pathogens of
7 human concern in the field, packing, and
8 processing facilities.

9 Western Growers believes that a
10 standardized set of best practices in these
11 areas can and should be developed so that they
12 are accessible to all parties in this very
13 diverse industry, including both large and
14 small, as well as conventional and organic
15 Growers and handlers, and that the approved
16 practices are based on the best available
17 science, as well as practical and
18 implementable in a variety of geographies and
19 production environments. Western Growers
20 believes that a set of audit metrics that
21 addresses FDA requirements and is grounded in
22 their guidance and that is developed with

1 direct input from a strong cross-section of
2 industry under the supervision and oversight
3 of the USDA will equip Growers and handlers
4 with the standardized and agreed-upon set of
5 practices that can be utilized to push back on
6 and help extinguish the diverse market-driven
7 specifications and independent audits that
8 plague Growers and handlers across the
9 country.

10 A standardized set of best
11 practices will additionally facilitate
12 commerce by allowing engaged handlers broader
13 access to products that are available today by
14 allowing their suppliers to demonstrate
15 they're following these accepted practices.
16 That said, we are convinced that a one-size-
17 fits-all set of audit metrics will not work
18 for the industry. We strongly contend,
19 though, that there are agreed-upon areas of
20 risk that can and should be accounted for in
21 all operations and that specific, measurable,
22 and verifiable audit points can be developed

1 for every type and size of operation. We
2 firmly believe that every operation should be
3 employing the best food safety practices
4 available for the sake of the industry and the
5 consumer and that a National Leafy Greens
6 Marketing Agreement is the best method of
7 ensuring that industry is at the table and
8 engaged in the development of those practices.

9 We are convinced that absent such
10 an agreement, food safety practices won't be
11 developed for the leafy greens producers and
12 handlers as a mandate of new federal law and
13 that the leafy green industry will have
14 minimal input in that process. We are
15 concerned that once food safety becomes a
16 construct of federal legislation and
17 regulation, it may be politicized, less
18 accessible to the industry, and that once
19 codified, it will be much more difficult to
20 change as we learn more about how to be
21 protective, and as science advances.

22 So these are the tenets that are

1 important to us, that willing leafy green
2 producers and handlers be allowed to organize
3 to improve their industry and facilitate the
4 marketability of their products, that they do
5 so in a matter that is flexible, adaptive, and
6 fosters strong collaboration between
7 government and industry, that they do so in a
8 manner that ensures accessibility for diverse
9 operations and does not disenfranchise select
10 categories of business.

11 Western Growers believes a
12 National Leafy Greens Marketing Agreement is
13 the best mechanism available to create a
14 structure and framework for industry
15 improvement as it empowers us all to engage
16 with government in a cooperative and
17 collaborative manner that brings forth the
18 strengths of FDA, USDA and others with the
19 expertise of industry to design a program that
20 works for all.

21 What I would also like to discuss
22 briefly is some of the things that we do not

1 believe. We do not believe, as some have
2 alleged, that this will force consumers to
3 choose or look for a branded product that is
4 safer. Several parties, in previous
5 testimony, have stated that the NLGMA, the
6 National Leafy Greens Marketing Agreement,
7 will result in a consumer label, forcing
8 consumers to separate the safe product from
9 unsafe product. This is not contemplated in
10 any way by a National Leafy Greens Marketing
11 Agreement, which talks about the use of a mark
12 on bills of lading and other sales documents.
13 The mark is contemplated as a tool to
14 communicate to buyers, retail and food service
15 and not as a label for packages or products in
16 the marketplace. We do not believe that the
17 marketing agreement will shut down or
18 extinguish relationships between local Growers
19 and buyers who are sourcing their products
20 directly. In fact, retailers, food service
21 buyers, and even brokers are not eligible to
22 become signatories to the agreement. They

1 would not be able to sign in and require those
2 practices from their local Growers. That
3 said, it is reasonable to assume that they
4 will pay attention to the best practices
5 developed in conjunction with the national
6 agreement and perhaps modify their
7 specifications if they deem it appropriate and
8 necessary, but there is nothing to suggest
9 that they will not work to ensure their local
10 suppliers are capable of continuing to sell
11 products into local restaurants, farmers
12 markets, and retail outlets. If the marketing
13 agreement informs these relationships and
14 improves upon the best practices in these
15 areas, we believe that it is positive for the
16 industry as a whole.

17 It has been suggested that a
18 national marketing agreement for leafy greens
19 will not reduce the burden on Growers and
20 small business. But Western Growers believes
21 that there is potential for this in the
22 reduction of multiple audits that we

1 anticipate may occur as a result of consistent
2 standards established in conjunction with the
3 National Leafy Greens Marketing Agreement. We
4 likewise do not believe that a national
5 marketing agreement will increase the burden
6 for small businesses and Growers associated
7 with such a program. A program implemented by
8 USDA could ensure coordination between
9 requirements of marketing agreements, and the
10 requirements of the National Organic Program,
11 for example, both administered under the
12 authority of USDA-AMS. This, in fact, if
13 properly tailored and/or coordinated, could
14 reduce audit and inspection burdens. While
15 not specifically addressed at this time, it
16 would be feasible, practical, and recommended
17 for industry and government to develop tools
18 and resources that would help small businesses
19 and Growers adapt and comply with requirements
20 of an agreement. Several individuals
21 testifying in previous hearings have discussed
22 the need for education and extension to help

1 Growers comply and Western Growers both
2 supports this suggestion and is committed to
3 ensuring that it is in fact built into the
4 agreement.

5 One comparison that has been
6 brought out continually in previous hearings
7 is the comparison to the California and
8 Arizona marketing agreements and the metrics
9 associated with those programs. Western
10 Growers was fundamentally engaged in the
11 development of those programs and while we
12 believe them to be strong, credible, and
13 protective programs grounded in available
14 science, we also strongly believe that it is
15 not appropriate to force the audit metrics
16 associated with those programs into a national
17 agreement as the rules of the road. The
18 national agreement presents an opportunity to
19 revisit metrics to ensure that they are
20 scalable and appropriate for the diversity of
21 producers and handlers that make up our
22 industry. We believe that audit metrics

1 should be science-based, practical in the
2 field, specific, measurable, and verifiable.
3 We recognize that they may vary, and we
4 believe that by appropriately crafting these
5 metrics, we can, as an industry, minimize the
6 burden and cost for all while ensuring these
7 are meaningful and protective.

8 Western Growers has also been
9 aware that in previous testimony, the role of
10 industry has been questioned, along with the
11 opportunity for input by other interested
12 parties such as consumers, environmental and
13 wildlife sciences, and others. It has been
14 disturbing that in several instances when
15 presenters have been asked if they would
16 participate in the developmental process, they
17 have refused having instead subjected to the
18 mere premise of an agreement rather than
19 engaging with industry to perfect and improve
20 improve it so that it meets the needs of these
21 parties.

22 That said, from Western Growers'

1 standpoint, we are supportive of the addition
2 of these parties to the technical review board
3 and are receptive to potential
4 reconfigurations of the administrative
5 committee to ensure that the diversity of
6 growers in the leafy greens industry is fairly
7 represented.

8 We likewise believe that the
9 process for developing and improving audit
10 metrics for the agreement is open,
11 transparent, and inclusive, allowing access
12 from any individual consumer, and judging by
13 the level of interest in the agreement we
14 would anticipate strong engagement in the
15 process from across the country.

16 In conclusion, we see this
17 proposed national marketing agreement for
18 leafy greens as a means to creating a
19 collaborative structure for industry that will
20 allow them to engage proactively with
21 government and other interested parties to
22 craft a workable program that is accessible to

1 a diverse set of operations, and that in so
2 doing, the industry is empowered to improve
3 the quality and marketability of their
4 products for their own benefit and for that of
5 consumers. And this concludes my remarks.

6 JUDGE HILLSON: Do you have any
7 further direct for Mr. Giclas?

8 MR. RESNICK: No, Your Honor.

9 JUDGE HILLSON: Okay, I'm going to
10 receive Exhibit 59 into evidence as Mr.
11 Giclas's statement. And I'll ask the USDA
12 panel if they have any questions of Mr.
13 Giclas.

14 (Whereupon, Exhibit 59 was marked
15 for identification and received
16 into evidence.)

17 EXAMINATION - BY USDA

18 JUDGE HILLSON: Are you going
19 first, Ms. Schmaedick?

20 MS. SCHMAEDICK: Yes.

21 JUDGE HILLSON: Okay, go right
22 ahead.

1 MS. SCHMAEDICK: Melissa
2 Schmaedick, USDA. Good morning, Mr. Giclas,
3 and thank you for your testimony.

4 THE WITNESS: Good morning.

5 MS. SCHMAEDICK: You mentioned in
6 your testimony that you personally, as well as
7 your organization, have been involved in the
8 drafting of this national agreement as
9 proposed. Is that correct?

10 THE WITNESS: That is correct.

11 MS. SCHMAEDICK: And, about how
12 long have you been working on this?

13 THE WITNESS: Well, the concept
14 for a national marketing agreement actually
15 originated probably in early 2007 or late 2006
16 as we, as an industry, were crafting and
17 developing the California and Arizona
18 agreements. At that point in time there was
19 a recognition that, you know, many of the
20 handlers in California, for example, who were
21 also sourcing product from outside of those
22 states would be precluded from doing that if

1 they didn't have, you know, a broader either
2 regional or national agreement. So, the
3 conceptual inception dates back at least a
4 couple of years. The actual drafting,
5 probably, I would say, dates back to late 2008
6 or so. So maybe like about a year's worth of
7 effort in the actual drafting and
8 construction. And, that's partly because the
9 idea had to be discussed and sort-of mature on
10 the standpoint that -- you know, kind of
11 getting that out there and talked about and
12 discussed by industry organizations over the
13 course of the year. And, there was a lot of
14 trade press and discussion about it, you know,
15 in the period between 2007 and 2008 when
16 drafting -- you know, it originally kind of
17 began. Several, you know, calls with many
18 organizations facilitated by the American Farm
19 Bureau and United and other kind of national
20 groups, and it ultimately sort of, I think,
21 got down to a coalition of, you know, willing
22 proponents to sort of put pen to paper and

1 come up with a draft. And that process, you
2 know, again, sort of took place over the
3 course of a year or so.

4 MS. SCHMAEDICK: You touched on
5 something briefly in your last statement,
6 which, I believe, was the impetus for
7 considering a national program. I believe you
8 said that in California and Arizona you
9 realized that there was some business that
10 crossed state lines. So, can you talk more
11 about how the idea of how a national approach
12 came to be?

13 THE WITNESS: Well, you know,
14 again, the state agreements are authorized
15 under state law. And, even though there is
16 some oversight with USDA, the actual
17 inspectors, the actual verification and audit
18 programs that are employed in conjunction with
19 those agreements, can't go outside those state
20 lines to ensure that suppliers from other
21 areas are actually following the practices
22 that might be required by the handlers. So

1 the handlers, you know, may be requiring
2 similar or exactly the same best practices,
3 but they can't have that product verified ,
4 and if they can't have that product verified
5 by an auditor, they actually can't bring it in
6 in conjunction with, you know, the California
7 and/or Arizona agreements. The produce
8 industry, you know, sources products from all
9 over the country and internationally and as a
10 result, you know, it was obvious right away
11 that, you know, we needed to try to expand the
12 state agreements in order to facilitate that
13 commerce, and that's, I think, one of the
14 principal ideas behind the national marketing
15 agreement is it will facilitate, you know, in
16 a much greater fashion, you know, the exchange
17 of products between suppliers in different
18 states and different areas.

19 MS. SCHMAEDICK: So would be
20 correct to say that if a handler is operating
21 in California and in Arizona, do they have two
22 different audits under two different state

1 programs? Is that correct?

2 THE WITNESS: Well, it's fair to
3 say that the programs are operated under two
4 different state authorities. Because the
5 areas are so connected, the operations are
6 very similar, there's a lot of people doing
7 business across the states, the actual audit
8 metrics and the actual good ag practices that
9 have been established in conjunction with
10 those programs are essentially the same. I
11 mean, there are a couple of minor wording
12 differences that reflect, you know, some
13 differences in terminology between the two
14 states, but the audit practices are really the
15 same and, you know, I think that's is a kind
16 of additionally, kind of, testimony that to
17 the fact that, you know, a well crafted set of
18 metrics is applicable in a lot of different
19 and diverse regions, and those metrics
20 actually work in some very different
21 production environments like coastal
22 California versus the desert areas of

1 California and Arizona.

2 MS. SCHMAEDICK: And currently, is
3 product coming in from, let's say, for
4 example, Mexico. Is that covered under those
5 products -- under those programs?

6 THE WITNESS: It is not covered
7 under those programs. Those programs are, I
8 think, because of the constructs of state law,
9 precluded from, you know, engaging with
10 international supplies. But that's another
11 reason why the national marketing agreement is
12 important, is because the national marketing
13 agreement would allow us, you know, through
14 the engagement of handlers, as Mr. Stenzel
15 discussed, you know, to be able to go in and
16 certify that suppliers from outside of this
17 country were actually compliant with best
18 practices that were established in conjunction
19 with the national agreement.

20 MS. SCHMAEDICK: In your testimony
21 you touched briefly upon representation, and
22 I believe that's representation on the

1 administrative committee. Is that correct?

2 THE WITNESS: Well, in my
3 testimony, I actually talked about
4 representation on both the administration
5 committee and the technical review board.

6 MS. SCHMAEDICK: Okay, so I'd like
7 to start with questions about the
8 administrative committee.

9 THE WITNESS: Okay.

10 MS. SCHMAEDICK: Can you talk
11 about how members of the administrative
12 committee would be identified, nominated, and
13 selected?

14 THE WITNESS: The forms haven't
15 been, you know, established, but I think we
16 would look to the industry, you know, in the
17 diverse, you know, administrative zones, if
18 you will, which are political constructs -- I
19 mean as much as anything else, I mean, they're
20 a way to sort of categorize representation.
21 But, you know, to recommend, you know,
22 handlers and growers to the secretary for

1 appointment in the administrative body,
2 subsequent to their kind of initial
3 appointment by the secretary, there's an
4 opportunity for those individuals to be
5 elected. So there's, you know, kind of a
6 short-term process and then, you know, a more
7 definitive process that comes into play after
8 -- assuming the agreement is established.

9 MS. SCHMAEDICK: So for example,
10 would the grower or the handler population
11 within a specific zone have the opportunity to
12 vote or nominate members for voting?

13 THE WITNESS: They would always
14 have the opportunity to nominate, and they
15 would ultimately have the opportunity to vote.
16 But written -- the original setup of the
17 committee, I think, is dependent upon the
18 secretary's approval. So the original setup
19 would be based on nomination. The subsequent
20 setup would be actually based on election.

21 MS. SCHMAEDICK: Okay, and then if
22 I understand you correctly, the -- there would

1 be an election process where folks would cast
2 a ballot. Is that correct?

3 THE WITNESS: That's my
4 understanding, yes.

5 MS. SCHMAEDICK: And then those
6 names would be forwarded to USDA for approval
7 by the secretary is that correct?

8 THE WITNESS: That is correct.

9 MS. SCHMAEDICK: Okay.

10 THE WITNESS: And I think we have,
11 you know -- there may be language in their --
12 it's been a while since I've gone back and
13 looked at it but I mean, we have sort of
14 encouraged if not charged the secretary with,
15 you know looking at those recommendations to
16 ensure balanced and equitable representation.

17 MS. SCHMAEDICK: So the members of
18 the administrative committee, are they at all
19 -- could -- are they quote unquote hand-picked
20 by any specific group or is it a sort of
21 democratic process that leads to their
22 identification?

1 THE WITNESS: I would characterize
2 it as a democratic process.

3 MS. SCHMAEDICK: On your second
4 page of testimony, you state that, in your
5 opinion, the proposed agreement would help
6 extinguish the diverse market driven
7 specifications and independent audits that
8 plague growers and handlers across the
9 country. Can you explain what you mean by
10 that statement?

11 THE WITNESS: Well, I've been with
12 Western Growers for almost 20 years now. In
13 my capacity with Western Growers, you know, in
14 the last decade, one of the single largest
15 issues, I believe, you know, facing our grower
16 and handler members is the multiplicity of
17 audits and the multiplicity of standards that
18 are forced upon them by receivers of their
19 product as, you know, buyer specifications.
20 They come, you know, as requirements for
21 different auditors, requirements for different
22 standards, I think is an industry, in

1 organizations like United and Western Growers,
2 and PMA and some others, have been looking at
3 these. They're probably 90% the same, but
4 there's, you know, 10% variation in them and
5 it's a great single point of frustration that,
6 you know, there's a lot of cost added into the
7 system, if you will, when a grower has to, you
8 know, actually meet four or five different
9 separate audits to supply to four or five
10 different receivers. One of the things that
11 we have seen, and there's no mandate for this,
12 there's no ceiling for this, it's sort of
13 natural industry pressure, if you will, but
14 one of the things that we've seen in
15 conjunction with the California agreements, it
16 is slowly but surely, you know -- we are
17 reducing the number of these discrete sets of
18 buyer specifications that are required.
19 People are looking to these from the
20 purchasing community as a standardized,
21 credible set of metrics with strong, credible
22 verification in the field. And they're saying

1 that's good enough for us, we don't need a
2 separate audit from, you know, a third-party
3 provider, or we don't need to have a separate
4 standard. It's part of an educational
5 process. I mean, the marketing agreement
6 itself has to get out and you know, extend
7 that information to the purchasing community,
8 but I think we're firmly convinced that over
9 time, this provides one of the best
10 opportunities to sort of push back on that
11 phenomenon and reduce the number of those
12 audits.

13 MS. SCHMAEDICK: What, in your
14 opinion, are some of these market driven
15 specifications? Are they based on science?

16 THE WITNESS: I'm sorry, are they
17 based on science?

18 MS. SCHMAEDICK: Yes.

19 THE WITNESS: Well, I think you
20 can always find a link, I think to, you know,
21 science. I don't recall if it was the
22 Jacksonville hearing or where was, but, I

1 mean, there's a notion, for example, that if
2 a buffer is appropriate between a leafy greens
3 operation and a confined animal feeding
4 operation, for example, you know, the science
5 can't tell you exactly what the approximate
6 safe distance would be. I think, you know,
7 well-crafted standards would say that there is
8 a lot of different things that you can do to
9 mitigate that risk , you know, everything from
10 windbreaks to controls that can be put in
11 place in the livestock operations, et cetera,
12 but you might have a standard or a spec that's
13 put out by a buyer that says, you know, that
14 even though we think buyer X says half a mile
15 is an appropriate distance, you know, we
16 think, to be safer, a mile is going to be our
17 acceptable distance. So, you know, you can
18 say yeah there's some science behind that, you
19 need to mitigate that risk. But is it
20 practical, is it acceptable, can you point to
21 the fact that a mile is better than a half of
22 a mile or 100 feet? No.

1 MS. SCHMAEDICK: You also state in
2 your testimony that the proposed agreement
3 would allow for changes in metrics or best
4 practices as science and technology develop.
5 Is that, in your opinion, an important part of
6 the way this is being proposed?

7 THE WITNESS: I think it's a
8 critical component. One of the things that
9 is, you know, a strength of a program like
10 this that engages industry within the
11 regulatory community but establishes these,
12 you know, these best practices in this type of
13 process is that it's much more reactive than,
14 say, you know, regulation or legislation. I
15 mean, there are actually requirements in the
16 marketing agreement written in to go back
17 and review these metrics periodically, and I
18 think we could discuss whether that should be
19 more frequent or those types of things, but,
20 there is a lot of money being invested in
21 research today to try to inform us about the
22 risks and the best practices that might be

1 available to producers to try to minimize or
2 mitigate that risk and you can't let these,
3 you know, these best practices for food safety
4 just be, you know -- they have to continually
5 evolve to reflect the new knowledge and new
6 learnings that, you know, are associated with
7 this research and practical experience in the
8 field. So I think that's one of the strengths
9 of the marketing agreement is the fact that
10 these types of things can be brought back,
11 retooled, revisited as we learn, and they can
12 be strengthened consistently.

13 MS. SCHMAEDICK: And I -- you've
14 been present at all of the earlier hearings
15 sessions, is that correct?

16 THE WITNESS: Yes.

17 MS. SCHMAEDICK: So, you are aware
18 of the question has come up with regard to the
19 definition of region?

20 THE WITNESS: Yes.

21 MS. SCHMAEDICK: Could you
22 explain, in your opinion and based on your

1 understanding, what the term region is
2 supposed to address?

3 THE WITNESS: Well, a region was
4 designed -- was incorporated into, I think,
5 the section on the technical review board in
6 the draft agreement. It was really designed
7 to reflect the fact that there are different
8 microclimates, different geographies,
9 different production practices, you know, that
10 we all kind of associated as regional
11 differences that have to be addressed in the
12 context of, you know, developing best
13 practices for a national marketing agreement.
14 I think we, you know, as I said in my
15 testimony, I recognize that their -- this is
16 not a one-size-fits-all. These things have to
17 be tailored to these diverse environments and
18 the varying production practices that are
19 employed either for different style operations
20 or different, you know, infrastructure
21 associated with operations.

22 MS. SCHMAEDICK: Based on my

1 understanding of the proposed agreement, there
2 is proposed language that would allow for the
3 formation of subcommittees under the technical
4 review board. What would be the purpose of
5 additional subcommittees?

6 THE WITNESS: Well, the purpose
7 that was anticipated was, you know, we put a
8 sort of overarching set of representatives on
9 the technical review board that we believed
10 would reflect the science, the industry
11 expertise, the -- you know, the regulatory
12 community, the conservation community, as well
13 as some of the environmental issues. But
14 again, if you go back to the fact that there
15 are a lot of different microclimates, a lot of
16 different areas that you know have different
17 production characteristics, it would be
18 appropriate, you know, to set up subcommittees
19 to provide input to the technical review
20 board, you know, to sort of craft the specific
21 metrics that might be associated with, you
22 know, a specific area. And that area could be

1 defined by a state border or, you know, it
2 could be defined by a set of production
3 practices, it could be defined -- you know, in
4 any way that, really, the technical review
5 board deems appropriate. But, you know, it is
6 important to get that diversity of input to
7 make sure that it's workable for all.

8 MS. SCHMAEDICK: On, I believe
9 it's, page three of your testimony, you speak
10 about activities that are related to research
11 and promotion. Would there be authority for
12 research and promotion under the proposed
13 agreement?

14 THE WITNESS: There is authority
15 in the draft agreement for research and
16 promotion, but it's research and promotion in
17 terms of extending, you know, knowledge about
18 the benefits and/or the acceptance of the
19 marketing agreement itself. It is not
20 designed to collect assessments, if you will,
21 to fund generic promotion for leafy greens or,
22 you know, generic research for, you know,

1 risks associated with leafy greens. There are
2 a lot of other mechanisms to do that. We
3 didn't feel like we needed to build that into
4 this marketing agreement. This is more about
5 quality and the quality that's associated with
6 good ag, good handling, good manufacturing
7 practices.

8 MS. SCHMAEDICK: And, in your
9 opinion, is as a having a set of metrics for
10 agricultural production equally important to
11 a set of metrics for handling or processing?

12 THE WITNESS: Absolutely. You
13 know, one of the common inconsistent
14 observations, if you will, by the growers that
15 we represent is, it's important for us to do
16 everything that we can on the farm, you know,
17 in terms of production and harvesting to
18 ensure the quality of the product, the safety
19 of the product when it leaves our control.
20 But nobody else upstream or downstream should
21 be, you know, excused, if you will, for not
22 taking that product and ensuring the integrity

1 throughout the supply chain. In other words,
2 everybody has to do their part throughout the
3 supply chain. So the marketing agreement is
4 designed, you know, to ensure that the
5 handling practices and/or manufacturing
6 practices can also be verified, if you will,
7 so that growers can have confidence that, you
8 know, the people that they're doing business
9 with are holding up their part of the bargain.

10 MS. SCHMAEDICK: Thank you, I have
11 no further questions.

12 JUDGE HILLSON: Anything else from
13 the panel for Mr. Giclas? Mr. Souza?

14 MR. SOUZA: Anthony Souza, USDA.
15 Good morning, Mr. Giclas. You mentioned in
16 your statement that you worked with growers --
17 you have growers that are members.

18 THE WITNESS: Yes.

19 MR. SOUZA: Could you explain the
20 role of the growers in your current program,
21 what role they had in the implementation and
22 development of it?

1 THE WITNESS: You mean in the
2 California programs or --

3 MR. SOUZA: Yes sir.

4 THE WITNESS: Growers had a
5 minimal role, probably, in the development and
6 implementation of the California and Arizona
7 agreements. I mean, there were growers there,
8 but they were grower-handlers, grower-
9 shippers, those types of things, and I think,
10 you know, that's one of the things that we
11 built into the national agreement because we
12 saw that as a -- you know, as an improvement
13 or, as a, if you want to look at it this way,
14 as a flaw in what we did in California. I
15 mean we should have had growers and handlers
16 engaged, you know, together in that agreement
17 because they're both kind of impacted parties,
18 if you will. The California and Arizona
19 agreements don't have growers on the boards
20 and, you know, there -- like I said, there is
21 engagement by growers, but it's through trade
22 associations like Western Growers that we kind

1 of bring them to the table. They don't have
2 any voting power or those types of things.

3 MR. SOUZA: In your statement, you
4 stated that the National Leafy Green Marketing
5 Agreement does not disenfranchise selected
6 areas of business. What you mean by that?

7 THE WITNESS: Well, I mean -- it's
8 our intention, if you will, that the national
9 agreement be crafted in such a way as to
10 ensure it is workable and accessible for the
11 diversity of the industry. And, that could
12 mean, small grower versus large grower, small
13 answer versus large handler, it could mean
14 conventional grower versus organic grower, it
15 could mean kosher practices versus
16 conventional practices, et cetera. I mean, we
17 believe that a national agreement can be
18 crafted to meet all of those needs.

19 MR. SOUZA: Thank you. You also
20 mentioned in your statement, you spoke a
21 little bit about the service mark. Could you
22 explain why you think that it's important that

1 the mark be on the bill of lading or on the
2 sales, rather than on the consumer packaging?

3 THE WITNESS: Well, there's a lot
4 of diversity of opinion, if you will, about
5 where a mark should be. But I mean, the
6 fundamental issue, I think, that we're trying
7 to address, you know, with a national
8 agreement is really, you know, targeting at
9 the place where we have the greatest
10 influence, and that is with the buyer -- or
11 the greatest, you know, potential influence,
12 and that is what the buyers. So,
13 communicating effectively to buyers that these
14 people are willing, you know, subscribers to
15 a national agreement is what we believe is of
16 paramount importance. We think it's a much
17 more expensive proposition to try to
18 communicate, you know, or promote, you know,
19 a national program to the consuming public, if
20 you will, and frankly, I think we agree with
21 some of the folks who say it's
22 counterproductive, if you will, to try to

1 create in a retail outlet or a restaurant
2 outlet, a perception that product A is safer
3 than product B. We really want people to walk
4 into the grocery store and know that all
5 product in there is safe.

6 MR. SOUZA: No further questions.
7 Thank you.

8 JUDGE HILLSON: Anything else on
9 the panel? Ms. Carter?

10 MS. CARTER: Antoinette Carter
11 with the USDA. I just had one follow-up
12 question for you, Mr. Giclas. On page four of
13 your prepared statement, you indicated that
14 Western Growers supports, I guess, a
15 recommendation that has been made at previous
16 hearings, to include an education and
17 extension or outreach component if this
18 proposal is indeed adopted. Can you explain
19 or -- why you feel that's valuable and have
20 you given any thought of how such a component
21 or program could work under the proposal?

22 THE WITNESS: Well, I think, you

1 know, part of this goes back to our experience
2 with the California agreement. When the
3 California agreement was established there was
4 a phase in, if you will, and in the context of
5 that phase in, there were probably two or
6 three months where the industry was, you know,
7 fundamentally engaged in a sort of getting
8 out, talking to growers in large meetings
9 across the state, the -- you know, I
10 personally participated in probably a dozen
11 meetings with hundreds of growers in the room,
12 talking about the new requirements, what it
13 would take to comply with them, you know, as
14 a trade association. We came up with, you
15 know, forms that could be used to facilitate
16 documentation that might be associated with
17 the marketing agreement. We came up with a
18 kind of how-to guides to address some of those
19 things. I think all of those things would be
20 important in the context of a national
21 agreement as well. And while it's not, you
22 know, built into the draft agreement, the

1 suggestion came up in some of the previous
2 hearings and I think, you know, that we would
3 be receptive to trying to build that in. We
4 probably are trying to think about that now.
5 After recognizing that that actually occurred
6 but never was formally written into any of the
7 state agreements, that extension and education
8 program actually was vitally important in
9 terms of making sure that people could comply
10 and that they could comply at, you know,
11 reasonable costs and without reasonable -- I
12 mean, without unreasonable, you know,
13 expenditure of resources and time and energy,
14 and those types of things.

15 MS. CARTER: Thank you.

16 JUDGE HILLSON: Anything else?

17 Ms. Deskins?

18 MS. DESKINS: Based on what you
19 just said, as you as the proponent proposing
20 any language to be included in the agreement
21 to cover outreach?

22 THE WITNESS: Not today.

1 MS. DESKINS: Thank you.

2 JUDGE HILLSON: Is that it for the
3 panel? Any questions in front of me? Any
4 redirect?

5 EXAMINATION - BY PROPONENTS

6 MR. RESNICK: Yes your honor.
7 Jason Resnick, Western Growers. Mr. Giclas,
8 there have been witnesses who have testified
9 that the California LGMA was somehow
10 inconsistent with good environmental
11 practices, and that it contains certain
12 metrics that required so-called scorched-earth
13 techniques. Would you take a moment to
14 address some of those concerns, and first and
15 foremost, do the metrics require those types
16 of practices?

17 THE WITNESS: I'm very familiar
18 with the California metrics and I can tell you
19 that there is absolutely nothing in the
20 metrics that have been, you know, accepted by
21 the California marketing agreement or the
22 Arizona marketing agreement that require any

1 elimination of habitat, any removal of
2 riparian areas, any draining of water
3 reservoirs, any onslaught, if you will, on
4 wild animals. It's just tatamountly incorrect
5 as to suggest that. Are those things
6 potential risks? Yes. Are there other ways
7 to mitigate that? Yes. The actual language
8 of the metrics advises growers, you know, to
9 consult with resourcing resource and
10 conservation experts, it cautions them not to
11 do anything that would put them out of
12 compliance with environmental law or
13 regulation, and we're in the process,
14 actually, of working with environmental
15 partners in California to insert new language
16 into the metrics and this is -- it kind of
17 goes to the point of, you know, they need to
18 be flexible enough to be continually updated
19 and improved to try to maybe even encourage
20 some of these practices that may have, you
21 know, potentially strong environmental
22 benefits as well as good food safety benefits.

1 An example of that might be a vegetated filter
2 strip, you know, that both reduces pathogens
3 that may come into the field as well as, you
4 know, keeps pesticides and pathogens from
5 moving out of the field and into the
6 environment, and those types of things. So
7 those types of practices, you know, are either
8 misinterpretation of California metrics or
9 they're required by somebody other than the
10 marketing agreement.

11 MR. RESNICK: Is there anything
12 about the national LGMA that in your opinion
13 would require some of these extreme anti-
14 environment, anti-habitat practices?

15 THE WITNESS: Well, the metrics
16 that are associated with the national
17 agreement have not been, you know -- have not
18 been established. I mean, the national
19 agreement as it's proposed is essentially a
20 framework for industry to sit down and discuss
21 and to collaborate with others in the
22 development of these types of best practices.

1 And we've tried to put the people at the
2 table, you know, who are the experts in these
3 types of arenas to be able to ensure that, you
4 know, that doesn't happen. And I think, you
5 know, there's plenty of people who will engage
6 in this process and keep us honest, if you
7 will, in terms of what's going on in
8 California and to try to, you know, reduce the
9 potential for that. From our standpoint, as
10 you know, organizations like Western Growers
11 and others who's members are committed to both
12 environmental goals and food safety goals, we
13 don't want to see that in any kind of national
14 metrics, and we're going to work to make sure
15 that doesn't happen.

16 MR. RESNICK: Thank you, I have
17 nothing further.

18 JUDGE HILLSON: Anything else?

19 MR. RESNICK: Yes your honor.

20 MR. STENZEL: May I ask --

21 JUDGE HILLSON: Okay.

22 MR. STENZEL: Tom Stenzel, United

1 Fresh Produce Association. Mr. Giclas, let me
2 just ask you a couple of questions. Western
3 Growers represents California and Arizona
4 growers, is that correct?

5 THE WITNESS: Yes, that's correct.

6 MR. STENZEL: And, what percentage
7 of the overall volume of producers there?

8 THE WITNESS: The overall volume
9 of producers do we represent, or --

10 MR. STENZEL: Fruits and
11 vegetables.

12 THE WITNESS: As a trade
13 association, you know, our members
14 collectively produce about half of the United
15 States' total fruit and vegetable output.

16 MR. STENZEL: And in the leafy
17 greens industry, what percentage of the
18 national leafy greens volume, do you suppose?

19 THE WITNESS: Well, Arizona and
20 California collectively account for 90% of the
21 national volume, and we believe that most of
22 the members of -- most of the leafy greens

1 industry in California and Arizona are members
2 of Western Growers.

3 MR. STENZEL: So, your association
4 alone would represent 90% of the volume of
5 leafy greens grown and handled in the United
6 States?

7 THE WITNESS: Approximately.

8 MR. STENZEL: S and you o, I know
9 there is a fear about California imposing its
10 will on the rest of the country. Why didn't
11 you just go for a national mandatory marketing
12 order and vote that in yourself?

13 THE WITNESS: Well, I'm -- I
14 think, you know, this is -- you know, this is
15 a construct that was, you know, debated early
16 on, do we want to do an order that forces
17 people, you know, to comply? Do we want to do
18 an agreement? I think, you know, we
19 anticipated that the best and brightest come
20 forward willingly, voluntarily, and, you know,
21 in a collaborative framework as offered by an
22 agreement. So, that's the pathway that we

1 took. I -- you know, I can tell you that we
2 are second-guessed, if you will, by some of
3 our own membership about, you know, why didn't
4 we do that, you know, why don't we have more
5 seats on the administrative committee? You
6 know, et cetera, but, you know, our leadership
7 believes that, you know, this is the best
8 mechanism, if you will.

9 MR. STENZEL: So, at the end of and
10 the day, you are proposing a voluntary
11 marketing agreement that requires individual
12 handlers to sign up if they choose, or they
13 don't have to choose. So, no one in this room
14 would be required to participate as a handler
15 in this voluntary agreement?

16 THE WITNESS: No one would be
17 required, and I think, you know, what we're --
18 our premise has always been that we'd like to
19 encourage people to engage, you know,
20 voluntarily in this and make it a better
21 product.

22 MR. STENZEL: Thank you, that's

1 all.

2 JUDGE HILLSON: Anything else?

3 Okay, you may step down, Mr. Giclas.

4 I just want to try to come up with
5 some sort of a plan for the rest of the day.

6 Ms. Lovera, are you going to be coordinating
7 most of the -- since I'm talking to you on the
8 record, would you just come up to the
9 microphone and say who you are since I know
10 you are coordinating it to some degree.

11 MS. LOVERA: Patty Lovera, L-O-V-
12 E-R-A, Food and Water Watch.

13 JUDGE HILLSON: Thank you, and
14 you're coordinating, what is sort-of called
15 the opposition or --

16 MS. LOVERA: I know of some, but
17 more have arrived, so --

18 JUDGE HILLSON: There are a lot of
19 people here.

20 MS. LOVERA: Yeah, we know about 8
21 or 9 or so --

22 JUDGE HILLSON: Okay.

1 MS. LOVERA: I think more have
2 arrived, I would like to check the list.

3 JUDGE HILLSON: So, we'll take a
4 morning break. You'll come back with a plan.

5 MS. LOVERA: Yes.

6 JUDGE HILLSON: If there are
7 people who are not part of Ms. Lovera's plan,
8 who still want to testify, you'll have to let
9 me know as well.

10 MS. LOVERA: I was actually going
11 to ask about the idea of panels, and maybe we
12 can talk about that.

13 JUDGE HILLSON: Anything you want
14 to setup can be okay as long as we have
15 something -- so, let's take a 15 minute break
16 to get organized. Let's go off the record.

17 (Off the record.)

18 JUDGE HILLSON: Before we take our
19 next witnesses, just two things I wanted to
20 say. I know that several people have wanted
21 to just, like, drop statements of and say that
22 that's their testimony. And under our rules

1 governing this proceeding, it does not work
2 that way. In order to have something
3 considered as testimony, you have to basically
4 be sworn in or affirmed in and present it as
5 your testimony and be subject to examination
6 by the panel and by anyone else here. So, you
7 can't just drop a statement and say, that's my
8 testimony. You can certainly, when the
9 hearing is all done in another couple of
10 weeks, anyone can submit comments, and that's
11 all it would be considered, but it wouldn't be
12 considered evidence. So, if you want to get
13 something in his your testimony, you have to
14 come up front here and be subject to
15 examination.

16 The other thing is that after the
17 USDA panel gets a chance to ask questions,
18 there's no bar on anyone in the audience
19 coming up to the podium and identifying
20 themselves and asking a question or two if
21 they have something on their mind with respect
22 to a given witness. The purpose of these

1 hearings is to be as public and open as
2 possible. Anyone who's interested can
3 testify, and anyone who is interested
4 generally can ask questions. I do have the
5 right to stop things if they get out of hand
6 or if the testimony -- if 10 people read the
7 exact same statement or whatever, I can just
8 say -- I can cut off the testimony, but the
9 idea is to let everyone testify and, as I
10 said, you know, if we need to stay late, will
11 stay a little bit late. I understand that
12 there were some people with kind time
13 constraints, and I think Ms. Lovera is taking
14 that into consideration in calling the next
15 witness. I think we're going to have three --
16 a three-person panel. Each person, I will --
17 I will swear them in or affirm them in, I
18 guess is the way to put it, and give them a
19 chance to read a statement each and then the
20 panel will ask questions of them, and
21 whichever one of them is appropriate to answer
22 will -- can answer the questions. We'll give

1 that a try, just as a way of getting people in
2 and out of here a little bit faster and having
3 the hearing, move along.

4 So, Ms. Lovera, who are you going
5 to call?

6 MS. LOVERA: Brent Baker, Raymond
7 Yoder, and Lloyd Schrock.

8 JUDGE HILLSON: You three
9 gentlemen, come up here please.

10 Whereupon,

11 BRENT BAKER

12 having been first duly sworn, was
13 called as a witness herein, was examined and
14 testified as follows:

15 EXAMINATION - DIRECT

16 JUDGE HILLSON: Could you please
17 state your name and spell it for the record?

18 THE WITNESS: My name is Brent
19 Baker, B-R-E-N-T B-A-K-E-R.

20 JUDGE HILLSON: Okay, and let me
21 make sure I have the right statement from you.
22 You have a one-page document, sir? Okay, I'm

1 going to mark that as Exhibit 60.

2 (Whereupon, Exhibit 60 was marked
3 for identification.)

4 JUDGE HILLSON: And you want to
5 read that statement into the record?

6 THE WITNESS: Yes sir.

7 JUDGE HILLSON: Go right ahead and
8 do so.

9 THE WITNESS: Ladies and
10 gentlemen, it is my pleasure to tell you that
11 my family and I are the seventh generation to
12 farm on the same property which my relatives
13 purchased in the early 1800s. On our farm, we
14 raise apples, peaches, and many different
15 vegetables including those that fall into the
16 leafy greens description.

17 Many things have changed since my
18 great-grandfather built our roadside market in
19 the 1920s. One thing that hasn't changed is
20 the desire to grow the highest quality and
21 safest food possible. In addition to my
22 family's involvement in the produce industry,

1 I work part-time as a field consultant for
2 Farmer's Produce Auction in Mount Hope, Ohio,
3 with many farmers in the plain community. I
4 am reminded daily of the agricultural heritage
5 of these hard-working individuals. Many Amish
6 growers are able to trace their farming roots,
7 and many agricultural practices, back two
8 centuries to their European ancestors.
9 Although often seen as antiquated and
10 sometimes naive, or even described as being
11 backwards in this modern day and age, I can
12 testify to the fact that these individuals who
13 market the majority of their fresh fruits and
14 vegetables through a produce auction are some
15 of the most progressive and food safety minded
16 individuals to ever plant a seed. Through
17 implementation of good agricultural practices
18 as well as our own in-house inspections, we
19 feel that at Farmer's Produce Auction, we are
20 ahead of the curve of food safety.

21 The problem that I see with the
22 national marketing agreement in question is

1 first that it is said to be a voluntary
2 program, however, proponents are the first to
3 admit that those parties not participating
4 will not realize the preference for the labors
5 of their toil that those participating will
6 receive. Those not informed of the parameters
7 of the agreement might say, then just sign up.
8 However, a University of California research
9 document states that compliance costs average
10 \$13.60 per acre. Food safety costs in general
11 increase to \$54.63 per acre. The same
12 document also states per acre costs for a
13 medium grower are 159% higher than that of the
14 largest growers, who would normally hire an
15 individual for all of their food safety
16 compliance issues. The agreement has an air
17 of prejudice towards the small farm.

18 Secondly, I take issue with the
19 exclusion of all animals, including those
20 providing the means to execute most farming
21 operations for an Amish grower, the majestic
22 draft horse. I can find no instance where it

1 has been stated that horses have ever been the
2 point source for contamination of E. coli in
3 fresh grown produce. Therefore, to assume the
4 metrics being applied in California for this
5 marketing agreement are a standard for the
6 whole country is not founded in science.

7 In conclusion, I would like to
8 state that the effectiveness of the California
9 Leafy Greens Marketing Agreement is not well
10 represented, as evidenced by the Ippolito
11 International California Leafy Greens
12 Marketing Agreement signatory recall on
13 September 18, 2009, of over 1700 cases of
14 spinach potentially contaminated with
15 salmonella. It is unfortunate that product
16 was possibly contaminated, but it bears
17 witness to the fact that another seal of
18 quality does not mean an end to all food
19 safety concerns, especially to the consumer.
20 Thank you.

21 JUDGE HILLSON: Mr. Baker, there's
22 two -- I have two documents -- I have a

1 sticker that says from the Farmer's Produce
2 Auction and a little writeup of the Farmer's
3 Produce Auction. Is that coming in under you?
4 Or is that coming in --

5 THE WITNESS: No, that's Mr.
6 Yoder's.

7 JUDGE HILLSON: Okay, that's fine.
8 Who's going next? Mr. Yoder?

9 MR. YODER: Yes.

10 Whereupon,

11 RAYMOND J. YODER

12 having been first duly sworn, was
13 called as a witness herein, was examined and
14 testified as follows:

15 EXAMINATION - DIRECT

16 JUDGE HILLSON: Could you please
17 state your name and spell it for the record,
18 sir?

19 THE WITNESS: My name is Raymond
20 J. Yoder, R-A-Y-M-O-N-D J. Y-O-D-E-R.

21 JUDGE HILLSON: Okay, and Mr.
22 Yoder, I'm going to mark your written

1 statement as Exhibit 61.

2 (Whereupon, Exhibit 61 was marked
3 for identification.)

4 JUDGE HILLSON: Should I mark the
5 Farmer's Produce Auction -- should I --
6 there's a sticker. Can I just put that was it
7 so it will stay together?

8 THE WITNESS: Correct.

9 JUDGE HILLSON: Okay, so I'm
10 putting this sticker that I was handed and
11 attaching that to a document entitled Farmer's
12 Produce Auction Growers Code of Excellence,
13 Seal of Quality, Guiding Principles. And I'm
14 going to mark that as Exhibit 62.

15 (Whereupon, Exhibit 62 was marked
16 for identification.)

17 JUDGE HILLSON: Okay, if you want
18 to read your written statement statement, go
19 ahead and do so sir.

20 THE WITNESS: Greetings to all. I
21 am Raymond Yoder. We have a family of six
22 children. We grow vegetables and berries on

1 our 20 acre farm in Fredericksburg, Ohio. All
2 our vegetables and berries are sold by the
3 auction method. At Farmer's Produce Auction,
4 Mount Hope, Ohio. The growers for the 66
5 auctions that are spread across the Midwest
6 consist of mostly Amish growers. The smaller
7 auctions have 50 growers and the larger ones
8 have from 5- to 600 growers. These auctions
9 all have mostly Amish and Mennonite growers
10 that use horse and buggy for their source of
11 transportation. These growers also use the
12 horses for their source of power in the
13 produce field.

14 When we add up these numbers, we
15 find that over 20,000 family farms could be
16 directly affected if the California leafy
17 greens proposal laws -- rules would become
18 law. We are quite concerned about food safety
19 and we want to do all that we can to provide
20 safe food.

21 I feel we can achieve this by
22 education and adapting to the GAPs program now

1 available. I feel we need a state by state,
2 and also a tier program in order to make it
3 possible for us small growers to participate.
4 A one-size-fits-all program will not work
5 simply because of the many differences in
6 production practices. If the leaf --
7 California leafy greens mar -- proposal rules
8 would become the marketing agreement across
9 the US, it would cause financial hardship for
10 many Amish families that now grow vegetables
11 for their income. I feel we need scientific
12 research, common sense, and look at every
13 angle, to set up a food safety program that
14 can be viable for all of us that are
15 concerned.

16 Thank you for having a hearing in
17 Columbus.

18 JUDGE HILLSON: Thank you for your
19 testimony. Would you pass your microphone
20 down and we'll --

21 Whereupon,

22 LLOYD SCHROCK

1 having been first duly sworn, was
2 called as a witness herein, was examined and
3 testified as follows:

4 EXAMINATION - DIRECT

5 JUDGE HILLSON: Okay, could you
6 please state your name and spell for the
7 record?

8 THE WITNESS: Lloyd Schrock,
9 that's L-L-O-Y-D S-C-H-R-O-C-K.

10 JUDGE HILLSON: Okay, and Mr.
11 Schrock, I'm going to mark your written
12 statement as Exhibit 62.

13 (Whereupon, Exhibit 63 was marked
14 for identification.)

15 JUDGE HILLSON: And I assume you
16 want to read it into the record. Go right
17 ahead and do so.

18 THE WITNESS: I'm Lloyd Schrock
19 and I, as well as several of my family, are
20 produce growers in the bluegrass region of
21 central Kentucky. I'm also chairman of the
22 board for the Lincoln County Produce Auction,

1 which serves about 200 small- and medium-size
2 produce growers and Lincoln and surrounding
3 counties. Our concern is that the food safety
4 guidelines proposed by the California leafy
5 greens agreement would seriously hinder the
6 livelihood of many of our growers. We do have
7 a real concern about food safety and would
8 like to see and support a set of guidelines
9 tailored to fit the needs of our area and
10 situation. We are one of the produce auctions
11 mentioned by Raymond Yoder and would support
12 the guidelines he has presented.

13 JUDGE HILLSON: Okay, thank you
14 and I erred slightly. I should have marked
15 your document as Exhibit 63. I have corrected
16 that.

17 So, I have Exhibit 60 which is Mr.
18 Baker's statement, I have 61, which is Mr.
19 Yoder's statement, I have 62, which is the
20 Farmer's Produce Auction principles, and I
21 have 63, which is Mr. Schrock's statement.
22 And I'm admitting those for documents --

1 excuse me, receiving those four documents into
2 evidence.

3 (Whereupon, Exhibits 60-63 were
4 received into evidence.)

5 JUDGE HILLSON: And at this point
6 I will ask the USDA panel if they have any
7 questions of these witnesses and to identify
8 who they're talking to, so they'll know to
9 answer. Ms. Schmaedick, go right ahead.

10 EXAMINATION - BY USDA

11 MS. SCHMAEDICK: Melissa
12 Schmaedick, USDA. Good morning, and thank
13 you, all three of you, for your testimony. I
14 would like to start out by directing my
15 questions to Mr. Yoder and Mr. Schrock. My
16 first question is, in your prepared
17 statements, you identified the California
18 leafy greens proposal, and I'm a bit confused
19 because the proposal that we are discussing
20 today is for the National Leafy Greens
21 Marketing Agreement. Do you understand that
22 there is a difference?

1 MR. YODER: I'm sorry if I got
2 that wrong. I guess I didn't understand there
3 was a difference in the two and it's very
4 possible that being naive to this, I did not
5 realize that I may not have been addressing
6 the correct agreement.

7 MS. SCHMAEDICK: Have you had a
8 chance to read the proposed language for the
9 national program?

10 MR. YODER: Yes, I have had the
11 chance.

12 MS. SCHMAEDICK: And, based on
13 your understanding of the proposed language,
14 is there anything that would indicate that the
15 California program would be imposed in Ohio?

16 MR. YODER: My take, or the way I
17 interpreted it as, would be that it would not
18 fit, such as buffer strips and numerous other
19 things such as animal intrusion was what I
20 would be referring to that would not fit for
21 us small family farms where we may have other
22 animals on the farm other than horses, and we

1 would also use the horses for our source of
2 power as I stated, which was my understanding
3 that those would possibly be eliminated from
4 from being in the fields.

5 MS. SCHMAEDICK: Based on your
6 understanding of the proposed language as
7 submitted, does it specifically state that
8 those items would be prohibited?

9 MR. YODER: Not directly, but my
10 understanding, or again as I interpreted it,
11 it would be -- I understood it to be
12 indirectly connected to those items. And like
13 I stated, maybe I did misunderstand it.

14 MS. SCHMAEDICK: The proposed
15 language provides for a technical review board
16 and subcommittees underneath the technical
17 review board. And, based on my understanding
18 and previous testimonies, there would be
19 opportunity for representatives from differing
20 production areas to participate in the
21 development of metrics. If that were the
22 case, would you be willing to participate?

1 MR. YODER: I would be willing to
2 participate in in what ever I can be of help
3 in to represent the small family farm, or we
4 could say, the plain people. Yes, I would be
5 willing to.

6 MS. SCHMAEDICK: In your testimony
7 you mention -- you state that we need a state-
8 by-state and also a tier program. Can you
9 explain what you mean by a tier program?

10 MR. YODER: What I mean by the tier
11 program would be that small growers -- and I'm
12 sure that my terminology as a small grower may
13 not be what someone else would state as a
14 small grower. A small grower in my situation,
15 may be a quarter or 1/2 acre grower. My tier
16 program that I was anticipating that might
17 work would be that it would be divided into
18 different size farms would qualify for
19 different tiers.

20 MS. SCHMAEDICK: So, am I
21 understanding you correctly that there would
22 be a -- depending on the size of the

1 operation, there might be different methods
2 used to meet the GAP or GHP requirements?

3 MR. YODER: Exactly. If I could
4 take a minute and explain the end result that
5 I would anticipate to see would be achievable
6 in a different way. Such as, the very small
7 grower, I would feel, should or could be
8 audited by possibly a field consultant as a
9 third-party audit, and he may just sell his
10 products very locally or at a farmers market,
11 where the next tier might be a grower, who has
12 between two to 20 acres, I'll just use numbers
13 as they come to my mind, and, that farm might
14 be able to hire a third-party audit, such as
15 a retired extension agent or such as whatever
16 to accomplish the same thing, whereas the farm
17 -- and they might sell their produce at a
18 produce auction, whereas the farmer with 20
19 acres to 50 acres might sell direct to a store
20 or directly market his product and he could
21 afford to have a third-party audit in the way
22 that they are set up now.

1 MS. SCHMAEDICK: In your opinion,
2 is it possible for an operation of any size to
3 operate in a way that uses best practices and
4 falls within the guidelines of GAP and GHP?

5 MR. YODER: I'm not sure that I
6 understood. Did you say a farm of any size?

7 MS. SCHMAEDICK: Yes. Can any
8 size operation operate in such a way that
9 they're following good agricultural practices
10 and good handling practices?

11 MR. YODER: Yes. I feel that any
12 farm can follow those practices, now --
13 understanding that, in the plain people's
14 operation, there is no refrigeration, there is
15 no electricity, there is things naturally with
16 the temperature of the cooler or things like
17 that that would not be applicable. But, what
18 we have proven with the growers at Farmer's
19 Produce Auction is that they can -- we can ask
20 them to follow a guideline rules -- guidelines
21 and rules no matter what size the operation.

22 MS. SCHMAEDICK: So are you

1 indicating that you've been able to identify
2 alternatives to, for example, you mentioned,
3 no refrigeration. You've been able to work
4 around that particular cultural practice and
5 find a way to still meet the guidelines of
6 good handling practices.

7 MR. YODER: Yes, we have been able
8 to alter or to -- alter is not the correct
9 word -- to change the way that we do things
10 that they fit with a lot -- or fit in with the
11 good agricultural practices such as hand
12 washing stations, such as the towels, hand
13 washing stations, toilets in the field, Porta
14 Johns, whatever. A lot of those things -- and
15 in that order, the other direction that you
16 are coming from without refrigeration, yes.
17 Our items are picked and shipped immediately.
18 They are not held over. Strawberries,
19 raspberries, sweet corn, all those items are
20 picked in the morning, early in the morning
21 when they are cold, and they are taken to the
22 produce auction, which starts at 10 o'clock,

1 four days a week, and are sold.

2 MS. SCHMAEDICK: Have these
3 adaptations added costs to your operation?

4 MR. YODER: Yes, they have added
5 some cost. They have added more management
6 requirements than cost, particularly in our
7 operation, but yes, it is some added cost, but
8 it is not to the extent that it is not
9 possible.

10 MS. SCHMAEDICK: And in your
11 producer association membership, in your
12 opinion, is -- are the costs -- those
13 additional costs balanced out by the benefits
14 that are brought about by your program?

15 MR. YODER: Yes. In our -- in the
16 program that we have, with the rules and
17 regulations that we set forth to be proactive,
18 they are easily returned, simply -- returned
19 to the grower simply because if we follow the
20 Growers Code of Excellence Seal of Quality, we
21 are able to put the seal of quality, that you
22 have one from our farm, on every box of our

1 produce. This gives the buyer traceability
2 back to our farm. So in turn, he will pay
3 more for our product, or for any grower's
4 product that has the seal of quality versus
5 the farmer that will just grow whatever he
6 wants any way he wants and brings it to the
7 auction. It is to the point we have
8 implemented this program for four years, and
9 it is to the point where there are stores that
10 will not buy a product that does not have the
11 seal of quality.

12 MS. SCHMAEDICK: Are any of your
13 members certified organic producers?

14 MR. YODER: No.

15 MS. SCHMAEDICK: You mentioned --
16 I believe you mentioned that you use draft
17 animals in the field, or was that --

18 MR. YODER: Correct.

19 MS. SCHMAEDICK: -- one of the
20 other --

21 MR. YODER: Belgian draft horses.

22 MS. SCHMAEDICK: What are some of

1 the techniques that you use in the field to
2 prevent cross contamination between the animal
3 and the product?

4 MR. YODER: Okay, the procedures
5 that we started using when we started getting
6 concerned about food safety was that we made
7 our driveways, which is the passage or the
8 path between the crop, we made those wider.
9 We made them from 12 feet to 20 feet wide,
10 and, after the crop is grown, we will not take
11 the horses into the crop. The horses will
12 stay on the path itself to harvest the crop,
13 to spray the crop, or whatever we may need to
14 do.

15 The other thing that we have done
16 on our farm and that is, if we work with the
17 horses, if we harness the horses, if we drive
18 the horses, that person is to wash his hands
19 before they touch any produce. And whenever
20 they come in from the packing -- from the
21 picking, everybody is to wash hands and make
22 sure that everything is clean before they

1 start packing the products.

2 MS. SCHMAEDICK: In your opinion,
3 is your community concerned about food safety
4 issues or contamination of product?

5 MR. YODER: Yes. In our community,
6 the produce growers are concerned. Now, let
7 me make this clear that not 100% of the people
8 in each community think the same way that we
9 do. And I don't want to state that everybody
10 is concerned, because that would not be the
11 truth. But, in our grower circle that we
12 have, that are serious to grow produce
13 properly, then yes. They are very concerned,
14 they come to the meetings when OSU comes to do
15 education classes, they come to the GAPs
16 meetings, things like that. But, we do have
17 maybe 5%, maybe 10% at the most, of people
18 that still think, oh well, food safety, that's
19 just for the people in the big cities. That's
20 not the way that 90-, 95% of our growers feel.
21 We feel that it is one of the most critical
22 points that we need to educate new growers

1 when they come into the circle. And, I can
2 also say that that varies from community to
3 community. There is areas among these 66
4 produce auctions that I stated that on my
5 paper, auctions that I visit, that I helped to
6 set up the infrastructure, that they really
7 need to have a shaking up on food safety.

8 MS. SCHMAEDICK: What would the
9 impact be of some sort of contamination event?
10 If it were associated product from your
11 community? What would that -- how would that
12 impact your community?

13 MR. YODER: Tremendously. That
14 would probably -- maybe I'm thinking too
15 negative, I think it would probably shut down
16 the produce auction, if we actually had a
17 contamination that was traced to our produce
18 auction. That's the way I would feel. And,
19 it would shake up the entire community very
20 much.

21 MS. SCHMAEDICK: In your opinion,
22 is there a relationship between the quality of

1 the product and lack of contamination?

2 MR. YODER: Yes, there is. I'm not
3 sure how to answer this. The farm -- let me
4 word it like this. The farmer that is a good
5 steward of the land, and he has his farm
6 clean, he does everything he can to do it
7 correctly, he will have better quality produce
8 simply because he has better quality soil to
9 begin with, and most of those farmers are very
10 concerned about food safety. Now, we can
11 bring in a number one product, and we can mess
12 it up in the packing house with contamination,
13 with whatever we may do wrong. If there's
14 birds around, if there's dogs running around,
15 cats, whatever, if -- but one thing that we
16 cannot do, we cannot bring in a contaminated,
17 sloppy, low-grade product and pack a number
18 one grade product coming out of the packing
19 house. Hopefully that answers your question.

20 MS. SCHMAEDICK: Thank you. You
21 mentioned that you're with the Farmer's
22 Produce Auction in Mount Hope. Is that

1 correct?

2 MR. YODER: Correct.

3 MS. SCHMAEDICK: How many members
4 do you have of that particular auction?

5 MR. YODER: Okay, there -- the
6 growers are not signed up as members, or we
7 don't -- it's not like a co-op, it is a public
8 business. It is the link between the farm
9 gate and the retail buyer, or the wholesale
10 buyer. How many members? There is over 700
11 growers at Mount Hope Auction. Now, that
12 being said, about 150 growers bring in 80% of
13 the product. So, we do have a lot of small,
14 small growers. And, in my heart, that is one
15 of the fears that I have, that someday some
16 overgrown housewife patch product will come in
17 and contaminate and ruin it for us all.

18 MS. SCHMAEDICK: I have a question
19 for Mr. Schrock. Mr. Schrock, you mentioned
20 that you are representing the Lincoln County
21 Produce Auction in Kentucky. Is that correct?

22 MR. SCHROCK: That is correct.

1 MS. SCHMAEDICK: I have a similar
2 question for you. How many growers does your
3 auction work with?

4 MR. SCHROCK: We probably sell for
5 about 250 growers. Again, we have probably 75
6 or 80 growers that are bringing in 85% of the
7 product. We also have the same concern that
8 Raymond stated, we, as a board, have talked
9 about ways of controlling or demanding quality
10 food safety practices from those smaller
11 growers. Because, they definitely pose a
12 scary problem if you we have no control, so,
13 you have talked about implementing some kind
14 of quality control for those -- for everybody,
15 including the smaller growers.

16 MS. SCHMAEDICK: How would you go
17 about developing those quality controls?

18 MR. SCHROCK: Probably, and the
19 first thing we would do is requiring him them
20 to show us a GAP certificate before they can
21 sell there. That would be there -- the first
22 step that we talked about, and we would

1 approach that as the need arises, but that
2 would be the first step.

3 MS. SCHMAEDICK: Based on your
4 understanding of the proposed agreement, would
5 there be an opportunity for your interests,
6 your growing community interests to voice
7 concerns in the development of the metrics?

8 MR. SCHROCK: I think I understand
9 the question correctly. Yes, there would be.

10 MS. SCHMAEDICK: And if given the
11 opportunity, would you be willing to
12 participate?

13 MR. SCHROCK: Yes, if that's -- if
14 we need to do that to help work out something
15 that's workable for us, the plain communities,
16 we would be willing to do that.

17 MS. SCHMAEDICK: I apologize if
18 you've already answered this, but, do you
19 currently have a GAP type of program in place?

20 MR. SCHROCK: We're a much younger
21 auction than the Mount Hope Auction. And,
22 we've been, maybe, followers more than

1 leaders. Last year, we did start encouraging
2 people to at least get their GAP certificates,
3 make them aware of what is out there, but we
4 have not made it mandatory that they do so.

5 MS. SCHMAEDICK: Okay.

6 MR. SCHROCK: Now, we are looking
7 at making it mandatory that they do so to sell
8 there. We think that would eliminate some of
9 the, I think Raymond used the proper term, the
10 overgrown housewife product.

11 MS. SCHMAEDICK: Should I have
12 them define that? Okay, so, given that you're
13 in the process of beginning to adapt and
14 embrace the GAP certification, are you aware
15 of changes that producers or certain farm
16 operations might have to make in order to
17 become compliant?

18 MR. SCHROCK: Yes.

19 MS. SCHMAEDICK: Can you describe
20 some of those?

21 MR. SCHROCK: The -- probably one
22 of the things for our horse farmers up to this

1 time, we have encourage them to be careful,
2 encouraged them to cover their product as they
3 bring it in from the field and bring it to the
4 auction and so forth, but we have not required
5 that. The -- like the wider driveways through
6 the field, probably, that's one thing that may
7 be coming up that we would require. Actually,
8 I just got -- before the last board meeting,
9 I got the requirements, the little flier that
10 Raymond makes for their auction and we're
11 looking at using those same guidelines.

12 MS. SCHMAEDICK: Okay, do you
13 believe that participating in your program
14 poses insurmountable costs to some of your
15 members?

16 MR. SCHROCK: It imposes costs but
17 not insurmountable costs. I think it would be
18 very doable.

19 MS. SCHMAEDICK: Okay. Thank you,
20 that's all the questions I have.

21 JUDGE HILLSON: Are there any
22 other questions from the USDA panel for any of

1 these three witnesses? Ms. Dash?

2 MS. DASH: Suzanne Dash. I think
3 these questions are for any of -- for all
4 three of you, if you'd care to answer. In the
5 areas that you farm, are most farms in your
6 area small farms?

7 MR. YODER: Yes. A -- the farms in
8 our area would be from five, 10 acre parcels
9 to 100 and -- I would have to travel -- I
10 would probably have to travel five miles to
11 find a 200 acre farm in our area.

12 MR. SCHROCK: That's likewise in
13 Kentucky, especially among the produce
14 growers. One thing that I think is probably
15 hard for us to compare or imagine is the huge
16 difference between what were doing and what
17 these guys over here are doing. We have, and
18 Raymond has even more so, people making a
19 living raising a family on, say, a 20 acre
20 farm raising produce.

21 And I've had the opportunity to
22 travel through central California. It's

1 beautiful and it's very interesting. It's
2 also very different.

3 MS. DASH: USDA looks at small
4 farms versus large farms based on the Small
5 Business Administration definition, and their
6 definition is a farm that grosses \$750,000 per
7 year or less. Would any of you be willing to
8 identify yourselves as a small farmer based on
9 that definition?

10 MR. SCHROCK: Very small.

11 MR. YODER: I think that's probably
12 a very prime example of one size does not fit
13 all.

14 MR. BAKER: I might just add to
15 that by saying yes, I'd fall into that
16 category as well. However, we do have one
17 concern with -- yes, maybe we're under
18 \$750,000 gross income per year, however,
19 cumulatively, with the produce auctions in our
20 area, we represent a lot of acreage and so
21 have a vested interest in making sure that, as
22 a whole, we all protect the safety of the food

1 we sell through that produce auction.

2 MS. DASH: Are you aware of any of
3 the auctions currently having GAP
4 requirements?

5 MR. BAKER: We have GAP
6 requirements at our produce auction in the
7 form of the seal of quality that a grower can
8 apply for. After they fill out the
9 application they are required to do several
10 things. The guidelines that we have developed
11 have been under the advisement of the Ohio
12 State Extension food safety team, which I see
13 a few of those members here today, and they
14 conduct meetings throughout the year to inform
15 growers of new requirements, anything from
16 water testing to -- there are a lot of
17 parameters, I guess, I can't think of any
18 right now to expand upon that or expound upon
19 that. We do have those guidelines in place
20 and they have helped us develop that, so yes,
21 we do have GAP requirements.

22 MS. DASH: Do you feel the benefits

1 that growers receive are greater than the cost
2 of those requirements?

3 MR. BAKER: Yes.

4 MS. DASH: That's all I have, thank
5 you.

6 JUDGE HILLSON: Anything else from
7 the panel? Mr. Souza?

8 MR. SOUZA: Anthony Souza, USDA.
9 Good morning. Just one quick question for the
10 three of you. The auction houses, do they
11 handle produce from different states, or is a
12 product handled inclusive from each auction
13 house within a state?

14 MR. YODER: Okay, in our case, at
15 Farmer's Produce Auction, the produce would
16 all be very local and I can only think of
17 maybe an instance or two where some out-of-
18 state product drifted onto the auction floor,
19 not on a regular basis or not -- it would
20 basically somebody dumping their product.
21 Now, in produce auctions, that I was referring
22 to that are close to state lines, like the one

1 in Iowa is very close to the state line, and
2 yes, they have growers from both states. The
3 one at Accident, Maryland is also very close
4 to the Pennsylvania line, they have growers
5 from both states participating.

6 MR. SCHROCK: At our auction, we're
7 not close to the state line. We do
8 occasionally have dealers that buy, say, a
9 load of product and have more than they need
10 and bring some to the auction and resell. We
11 have a designated row at the last of the
12 auction, where we sell all out-of-state or
13 dealer produce so everybody knows what it is.
14 When we get there to sell that, a lot of times
15 I'll make a little comment that this is out-
16 of-state produce or it's dealer produce and
17 I'll say, you guys look at it, because when
18 you buy it it's yours. We do have a separate
19 place to sell that and we want everybody to
20 know what's going on.

21 MR. SOUZA: How about Mr. Baker?
22 Do you handle produce at your auction house

1 from --

2 MR. BAKER: I work with the same
3 produce auction that Raymond Yoder does. Like
4 he said, we occasionally see some out-of-state
5 product, but it's usually somebody that's
6 trying to make it move.

7 MR. SOUZA: If there were a state
8 by state GAP program, would you feel that that
9 would pose a problem in those instances?

10 MR. BAKER: No, it would be an easy
11 solution. We would not accept any out-of-
12 state product.

13 MR. SOUZA: Thank you.

14 JUDGE HILLSON: Ms. Carter?

15 MS. CARTER: Antoinette Carter
16 with the USDA. Just a few questions for the
17 panel. Could you tell us or explain in detail
18 what specific leafy greens products you grow
19 for those that are --

20 MR. YODER: The leafy green
21 products that we would grow on our farm would
22 be cabbage and broccoli.

1 MR. SCHROCK: Same here. The --
2 and also the product that goes through the
3 auction, basically, is cabbage and broccoli.
4 Very very little leaf lettuce, romaine
5 lettuce, that kind of thing comes in very
6 small quantities and sells very local, or to
7 the farmers market. People on the roadside
8 stand people.

9 MS. CARTER: And, Mr. Baker?

10 MR. BAKER: At my farm, we do grow
11 some cabbage, we also grow some lettuce, some
12 mescaline mix, and occasionally radicchio

13 MS. CARTER: And I believe Mr.
14 Yoder, and -- in describing the Seal of
15 Quality Excellence Program, is it my
16 understanding that there are recordkeeping
17 requirements as a part of that program?

18 MR. YODER: Most certainly. Yes,
19 each farmer has a record book, and those are
20 occasionally, and in another year we will make
21 it mandatory, that those books, all the
22 records need to be brought to our monthly

1 meetings so that they can be checked over and
2 we can help one another make sure that all of
3 the records are correct and up-to-date.

4 MS. CARTER: So, specifically,
5 what are they documenting? What's --

6 MR. YODER: They are documenting
7 what -- first of all, a field map of their
8 farm, and secondly, they would be documenting
9 who was picking what on what day. There is --
10 we have -- the charts, or the sheets are made
11 that you fill in the names of the workers at
12 the top and then as the days go down along the
13 front, you can just make an X of who was
14 picking what, how much was picked, and then
15 there is a sheet, a separate sheet for all of
16 the spray records, whatever was sprayed, and
17 this same program is also adapted by a local
18 organic co-op and they have -- we took some of
19 their rules and regulations from the NOP and
20 combined those into these recordkeeping books
21 so that the organic grower is able to just
22 hand over -- we call it a white book, because

1 the put it in a white 3-ring binder and, when
2 they have their inspection, that's all that
3 they need. They would have a sheet that would
4 fill in where their seed came from, if it was
5 treated or untreated seed, et cetera, when we
6 do sprays on the spray sheet, there's REI,
7 reentry dates, times, and also if there was
8 any manure or fertilizer applied to the fields
9 prior to planting, what and when.

10 MS. CARTER: Okay. And, this
11 question is just directed to the panel in
12 general. Based on your understanding of the
13 proposal, who would be assessed under the
14 program that's being proposed?

15 MR. BAKER: The farms that would be
16 assessed would be the ones that would have
17 signed and agreed to be part of the program
18 and as I recall reading it last evening,
19 different descriptions, whether it be a
20 handler, who handles, I believe it was a
21 specific dollar amount of product per year,
22 gross product per year, and same with a retail

1 location, as I remember.

2 MR. YODER: My understanding would
3 have been the same, that the signatories would
4 be the people to be assessed. In other
5 things, in other agreements, and other
6 whatever over the years, it seems like, and my
7 experience has been that it usually ends up
8 that we farmers are the one that pay for it in
9 the long run.

10 MR. SCHROCK: I really don't have
11 anything to add to that. Like Raymond said,
12 it usually ends up coming out of our pockets.

13 MS. CARTER: Okay, thank you,
14 that's all I had.

15 JUDGE HILLSON: Anything else from
16 the panel? Any questions from the audience
17 before I turn it over to the proponents?
18 Okay, come up. You need to identify yourself
19 before you ask the question.

20 EXAMINATION - BY THE PUBLIC

21 MR. KLINE: My name is Bill Klein.
22 That's B-I-L-L K-L-I-N-E. I was kind of

1 curious on what your perception is -- and this
2 could be anybody on the panel, in regards to
3 the significance of the size of the -- or, the
4 impact that your grower groups have in the
5 fresh fruits and vegetable industries. A lot
6 of the testimony was about how small you are
7 and some of them, 1/2 acre patches,
8 collectively, what's your perception of -- are
9 you a significant source of fresh fruits and
10 vegetables in -- within the regions, or the
11 states, or the communities that that you
12 participate in?

13 MR. SCHROCK: Probably, Bill could
14 answer that question better than I can. I
15 have one particular grower -- or buyer in
16 Louisville, that I was visiting with that also
17 would order by at our auction for people.
18 And, he has a buyer at three or four different
19 auctions on a given day. He said, my business
20 would be hard to operate without the plain
21 people's produce auctions. We like to feel
22 like we're small, we are small but, given that

1 the numbers -- 66 produce auctions in this
2 area, I feel like those put a significant
3 amount of produce in the area, however, I
4 realize the scope of the market is huge.

5 MR. YODER: Yes, in answer to that
6 question, it's very plain to see, and it's
7 very clear that the produce auctions do
8 contribute a huge amount to the local fruits
9 and vegetables. In one given day, there --
10 one produce auction in Pennsylvania is selling
11 six days a week and they have more than one
12 week that they sell over \$100,000 a day. And,
13 Farmer's Produce Auction this year had
14 numerous days that were between 85 and 90,000
15 a day. And that's 4 days a week.

16 Tractor-trailers filling product,
17 yes, lots of them, but do we compare to some
18 of the huge farms? No, we don't. But
19 collaboratively, collectively, we do
20 contribute a lot, and if that would happen to
21 get shut off, there would be many small farms
22 for sale in our area and in many other areas.

1 So, total sales last year at the largest
2 produce auction that I'm affiliated with was
3 between 7 and 8 million, and there's numerous
4 ones in the 5 to 7,000,000. So, that gives
5 you a little bit of an idea. Now there is
6 young ones, or we call them young ones, that's
7 not the correct word. You'll have to excuse
8 my wording. But, ones that just started this
9 year that had only \$200,000 in sales up until,
10 like, September 1. If that answers your
11 questions.

12 MR. KLINE: And, I just have one
13 follow-up question. What's the overall trend
14 when you look at the establishment of the
15 produce auctions, are we in an upward trend or
16 is it leveled off, or what's your opinion
17 about that?

18 MR. YODER: Well, I guess I could
19 probably answer that. I get asked the
20 question all the time, do we need a more
21 produce auctions? The growth and the trend is
22 up. There is more produce being grown for the

1 auctions every year. And, I'm not sure
2 whether I should answer this here or not, but
3 I will. There is nine local -- there is nine
4 areas of Amish communities and Mennonite
5 communities that each want to start a produce
6 auction next year. There is nine on the list
7 that I am supposed to visit, help set up their
8 infrastructure, set up their base, and they
9 want to be operating in 2010. In a way,
10 that's scary to me. There has been six a year
11 growing -- six numbers added, there was never
12 nine added in one year.

13 MR. BAKER: Just one comment to
14 that, Bill, as a field scout, field consultant
15 for Farmer's Produce Auction, I've worked
16 there -- this is the fifth year, I think. I
17 work Tuesday, Wednesday and Thursday during
18 the week in season, and in the past, sometimes
19 I have to look pretty hard to find trouble to
20 go diagnose. This year there were so many new
21 growers that I couldn't get around to
22 everybody. I think we've probably increased

1 the number of growers at Farmer's Produce
2 Auction this year, I would guess, 15 to 20%.

3 MR. KLINE: Okay, well, thank you
4 very much.

5 MR. SCHROCK: One last comment
6 about that that maybe some of you were not
7 aware of, the economy has had an effect on
8 produce auctions. A lot of our members are
9 carpenters or associated with building, and
10 that is down. So, that tends to induce the
11 produce growing.

12 MR. DUNCANSON: Hello, my name is
13 Bruce Duncanson. I'm somewhat unfamiliar with
14 this facet of agriculture.

15 JUDGE HILLSON: What was your name
16 again for me please?

17 MR. DUNCANSON: Duncanson. D-U-N-
18 C-A-N-S-O-N.

19 JUDGE HILLSON: Okay.

20 MR. DUNCANSON: It sounds like
21 you've met some regulations that are ongoing
22 right now. You know I -- the refrigeration

1 and that kind of thing. And, there's a new
2 angle to regulations being proposed over the
3 board to establish them. My question is, with
4 your previous cultural and ethical standards
5 that you practice as a farmer, what has been
6 any ramifications or, you know, food
7 contamination without any regulations at all,
8 I mean, your community's, you know, been a
9 part of the agricultural community for
10 hundreds of years. How effective or
11 preventative have these new regulations that,
12 you know, this woman was referring to, helped
13 or had an influence on food safety?

14 MR. YODER: I'm not sure how that
15 question should be answered. We as farmers
16 feel that when we're in the fields and we're
17 working with the animals, and we're working
18 with the soil, we probably have bacteria in
19 our bodies that will effectively carry on and
20 take care in of that apple that we're eating,
21 and it fell down on the ground and we picked
22 it up. I, however, feel that in the public,

1 as a whole, where the people are drinking
2 fluorinated water, chlorinated water, the
3 milk, the cider, we could go on and on -- I
4 feel that the bacteria is not in those bodies
5 to ward off E. coli. To answer your question,
6 I think we have to be concerned. And I am
7 concerned, but how much has it helped? I
8 think it has brought a lot of testing, and it
9 has brought a lot of pathogens, gene, et
10 cetera, to light that were not known about
11 years ago.

12 MR. BAKER: To just add to that, I
13 think the concern for safe food has always
14 been there. With the awareness that the
15 consumer has today, we're trying to stay ahead
16 of the curve, not lag behind, but be proactive
17 and take any precaution we can to make sure
18 that whoever's going to purchase that food at
19 the end of the line has the utmost confidence
20 in who grew it.

21 MR. DUNCANSON: And, as far as the
22 E. coli, it would seem like basic washing

1 vegetables would take care of that. I was
2 wondering, the seal of quality you spoke of,
3 is that something that you did on your own or
4 in conjunction to meet these other regulations
5 that were referred to earlier, or is that just
6 something you came up with to ensure safety as
7 a quality producer?

8 MR. BAKER: The seal of quality
9 came about at our auction about three years
10 ago in answer to -- the auction was approached
11 by some folks with the food safety team at
12 Ohio State University Extension, and at that
13 point, we became aware of the fact that we
14 probably needed to do something to let the
15 consumer know that we were taking every
16 precaution we could for safe food. So, it's
17 not in answer to the California Leafy Greens
18 Marketing Agreement, it's something we started
19 about three years ago.

20 MR. DUNCANSON: So, it was a
21 suggestion by Ohio State University that you
22 thought was a good idea?

1 MR. BAKER: Yes.

2 MR. DUNCANSON: Okay, thank you.

3 JUDGE HILLSON: What about the
4 proponents? Mr. Resnick? Do you have any
5 questions?

6 EXAMINATION - BY PROPONENTS

7 MR. RESNICK: Yes, Your Honor.
8 Jason Resnick, Western Growers, for the
9 proponent group. I'm trying to understand --
10 first of all, thank you this morning for
11 coming today to testify, we appreciate your
12 testimony. Do you represent the auction, are
13 you officials of the auction, or do you only
14 supply the auction? And, I'm speaking about
15 the Farmer's Produce Auction.

16 MR. BAKER: I represent the auction
17 from the standpoint that our manager was not
18 able to be here today. I do act as a field
19 scout for the auction, so yes, I represent the
20 auction.

21 MR. YODER: I was voted -- Raymond
22 Yoder, I was voted on the board back in 1995

1 when Farmer's Produce Auction was started,
2 simply because I was one of those that
3 couldn't keep his mouth shut, sometimes when
4 he should have. And, over the years, I've
5 tried to get off of the board numerous times
6 and it so happened that I just got reelected
7 every time, so I've been on the board since
8 1995 and I serve as chairman of the board at
9 this time, however, I am also a produce
10 grower.

11 MR. RESNICK: I appreciate that,
12 thank you. Can you speak about the code of
13 excellence and the seal of quality? What of
14 the practices that a farmer must adhere to to
15 get the seal of quality?

16 MR. YODER: Everything that is
17 listed on the sheet of paper that I handed
18 out.

19 MR. RESNICK: So, for example,
20 keeping good records, you spoke about that a
21 little earlier. Has any of your members of
22 the auction -- are they members? Are they

1 considered members?

2 MR. YODER: They are not written up
3 as members. But, as you read this, you can
4 see that if a grower comes to one meeting
5 early in the spring and then he shows up with
6 produce, he is not a dedicated grower, and he
7 will not get the seal of quality.

8 MR. RESNICK: So, only dedicated
9 growers get the seal of quality? Is that
10 correct?

11 MR. YODER: Correct.

12 MR. RESNICK: Have any of the
13 growers complained about the record-keeping
14 aspects?

15 MR. YODER: Yes.

16 MR. RESNICK: Did they complain
17 that the record-keeping is -- becomes a full-
18 time job and that they can't do farming?

19 MR. YODER: Not to that point, but
20 yes. They complain that, oh, we're so tired
21 in the evening and we would really like to
22 just go to bed, but we need to fill out this

1 paper each evening -- this sheet each evening
2 after work -- after work done, and yes, we
3 compliment them for it and we try to make it
4 sound as easy as possible, but it is a
5 problem.

6 MR. RESNICK: I appreciate that,
7 and you're a farmer yourself. You've complied
8 by the same record-keeping standards?

9 MR. YODER: Exactly. I could have
10 brought my book -- brought my white book
11 along, but I didn't want to be the show of the
12 whole thing.

13 MR. RESNICK: And, those record-
14 keeping requirements don't prevent you from
15 tending to your farm?

16 MR. YODER: No. It is set up
17 simply enough that if you're not able to fill
18 out the sheets as we've printed them out, if
19 you're not able to follow that, sorry to say,
20 in our meetings, I just make it plain and
21 clear, you better, probably better -- should
22 be doing something else.

1 MR. RESNICK: What would you say is
2 the ultimate purpose of the seal of quality?

3 MR. YODER: The ultimate purpose of
4 the seal of quality is to bring us all
5 together as -- all of the serious growers
6 together and provide a -- three tractor-
7 trailer loads of product that is uniformly
8 packed, graded, and is able to be put together
9 for chain stores, et cetera.

10 MR. RESNICK: Is -- does the seal
11 appear on the packaging?

12 MR. YODER: Absolutely. The seal
13 that I handed to you or -- was handed out
14 here, just for an example, there is a large
15 105 on that number on that seal, and that is
16 our identification for our farm, and has been
17 since 1995, when the produce auction started.

18 MR. RESNICK: Can you tell me what
19 volume of leafy greens, excluding broccoli, is
20 run through the Farmer's Produce Auction each
21 year?

22 MR. YODER: Boy, I can't give you

1 an exact number. That could be pulled -- the
2 manager could pull that off of the computer,
3 I would gladly share it. But, I can share
4 this much, there is days when we would have 50
5 to 75 -- yeah, there's probably days when
6 there is 100 bins of cabbage there. A bulk
7 bin, meaning, a bin that is on a 42x48 pallet
8 that is 24 inches high.

9 MR. RESNICK: Thank you, I have
10 nothing further at this time.

11 JUDGE HILLSON: Go ahead Mr.
12 Giclas.

13 1JUDGE HILLSON: Thank you, Mr.
14 Baker, Mr. Yoder, Mr. Schrock, for taking time
15 to be with us here this morning and to offer
16 your testimony. I don't know who the best
17 person to ask, but I just -- I really wanted
18 to kind of better understand who actually buys
19 at the auction. I mean, if somebody would
20 describe for me kind of what the typical, or
21 what the range of, you know, buyers were
22 purchasing at the auction -- I think it would

1 be helpful.

2 MR. YODER: The buyers at Farmer's
3 Produce Auction, the number one buyer would be
4 a family owned chain store that has 13 stores.
5 The next one would also be a family owned
6 chain that has 19 stores. And from there, it
7 will dwindle down to the small farm market
8 buyer that needs only, let's say, a pickup
9 load of product.

10 MR. SCHROCK: At our auction, we do
11 quite a bit smaller quantity of total product,
12 we will do probably somewhere just under 2
13 million this year. We also noticed that we
14 get bigger crowds, sometimes, than Farmer's
15 Produce Auction, which does much bigger
16 quantity. And, we're in an area of lots of
17 small towns, lots of little mom and pop
18 stores, and I heard the comment amongst my
19 buyers the other day, one of my bigger buyers,
20 said, I think every mom and pop store in three
21 counties is out here trying to buy produce.
22 That has a tendency to be a fairly big part of

1 our buyer crowd, however we do sell to --
2 we've had a -- several larger wholesalers have
3 bought there, we've got one company that has
4 little trucks that they send around to service
5 all the restaurants, and the little stores,
6 and so forth, and then the farmers market
7 people and roadside stand people are very
8 active.

9 JUDGE HILLSON: Anything else?

10 1JUDGE HILLSON: No, I have
11 nothing else. Thank you very much.

12 JUDGE HILLSON: Mr. Stenzel has a
13 question.

14 MR. STENZEL: Tom Stenzel from
15 United Fresh Produce Association. Gentlemen,
16 let me just thank you, not just for
17 testifying, but for your commitment to food
18 safety. I mean, those of us sitting here at
19 on this panel recognize, just listening to you
20 talk, how seriously you take this, and we
21 appreciate that. I have only one question.

22 Let's think about the bigger

1 growers by USDA's definition. If there is an
2 Ohio grower of 500 acres of romaine, and they
3 signed this agreement, they're selling to
4 Kroger or, you know, to a 1000 store chain,
5 would that harm your business in any way?

6 MR. BAKER: I think the answer to
7 that is no. Also, I appreciate getting a
8 little better understanding of what you are
9 doing. I think you are doing the same thing
10 we are doing, but on a different scale to a
11 different group of farmers. So, I think the
12 answer to that question is no. Like I said,
13 again, the people that's got the Krogers, the
14 Wal-Marts, they're not out there buying
15 produce at our auction. There is instances
16 where there may be some pumpkins go there, but
17 we're serving a little bit different of
18 buyers.

19 JUDGE HILLSON: Is that it?

20 MR. YODER: I would answer that the
21 same.

22 MR. BAKER: One comment real quick

1 here.

2 MR. STENZEL: Okay.

3 MR. BAKER: We do occasionally
4 compete with some of the larger Ohio growers,
5 some of whom are here today, I'm glad to see
6 them here too. The long-lasting implications
7 of the marketing agreement, yeah, from time to
8 time we do compete, and someday we fear there
9 may be preference for someone who has
10 participated in the program.

11 MR. STENZEL: Thank you, no other
12 questions.

13 JUDGE HILLSON: Okay, thank you
14 all for testifying. You may step down. Thank
15 you very much, all three of you.

16 I was handed a note -- I just want
17 to accommodate people, where there's -- there
18 are two people, Mr. Finney and Mr. Zellers,
19 who need to leave by 12:30. Is there anyone
20 else who needs to go -- who needs to testify
21 before lunch?

22 What I'm going to do, is I'm going

1 to call a five-minute break right now, and
2 then we'll hear Mr. Finney and Mr. Zellers,
3 and depending on how quickly they are, I'll
4 accommodate you after that, ma'am. I forgot
5 your last name, but I can squeeze you in. And
6 then that will -- the whole afternoon will go
7 to you, Ms. Lovera. So, let's take a five-
8 minute break.

9 (Off the record.)

10 JUDGE HILLSON: Have a seat, we'll
11 give the attorneys a chance to get here.
12 You've got a written statement? I just need
13 one. You need to give one to the panel and
14 one to the proponents.

15 Whereupon,

16 FRED FINNEY

17 having been first duly sworn, was
18 called as a witness herein, was examined and
19 testified as follows:

20 EXAMINATION - DIRECT

21 JUDGE HILLSON: Could you please
22 state your name and spell it for the record?

1 THE WITNESS: My name is Fred
2 Finney. F-R-E-D F-I-N-N-E-Y.

3 JUDGE HILLSON: Okay.

4 THE WITNESS: I represent the
5 Moreland Fruit Farm in Wooster, Ohio. I'm a
6 fruit and vegetable grower from Northeast
7 Ohio. I and my family grew up on many
8 different fruits and vegetables, marketing
9 many different ways including direct to the
10 consumer on our farm, through wholesale,
11 through brokers, and produce auctions. I and
12 my family are concerned about the leafy green
13 marketing agreement and the precedent it could
14 set for other agreements and rules of
15 marketing for other fruits and vegetables.

16 We are diligent in ensuring the
17 safety of our crops that we grow and market,
18 we apply a whole host of food safety practices
19 and work in his extensively to keep up with
20 the latest science-based food safety
21 guidelines for our area. We cannot support
22 this proposal because it tries to encompass

1 too large an area, has so little
2 representation in the implementation process,
3 and it appears to unfairly favor one growing
4 area of the country. There are three to four
5 distinct growing areas in Ohio that make it
6 difficult to even include our state in one
7 zone, let alone make an agreement that covers
8 the whole country. I understand the proposal
9 divides the country into regions, but as
10 distinct as the regions of Ohio are, how many
11 variations and cultural practices and are
12 there in the proposed region that includes
13 Ohio, stretching from Wisconsin to Alabama?

14 I am also an advisory board member
15 of the produce -- Farmer's Produce Auction in
16 Mount Hope, Ohio. This is one of several
17 produce auctions in Ohio, and one of nearly 60
18 spread across the Midwest. There are
19 approximately 600 regular growers that market
20 produce through our auction. The buyers at
21 these auctions tell us that the produce
22 purchased from the auctions is the freshest,

1 high quality, local grown produce that they
2 can buy anywhere in the country. Many of the
3 growers at these auctions are plain people or
4 Amish. Most farm with horses, have no
5 electricity or refrigeration, but do have a
6 keen interest in food safety and producing
7 food according to good agricultural practices.
8 Many of these farms are small, from two acres
9 to 80 acres, most use integrated pest
10 management practices for insect and disease
11 control. Some of the rules in the contract --
12 California leafy greens agreement that appear
13 to be the example for the rules going forward
14 in this proposed agreement do not allow for
15 animals in the field for any reason, either
16 for work or by wildlife intrusion.

17 There is no science that tells us
18 that this is good or bad. These growers would
19 be severely disadvantaged by any such
20 agreement that would require practices such as
21 audits that would financially -- that would be
22 financially prohibitive because of size and

1 scale of these operations. It seems like
2 marketing agreements of this nature should be
3 made on a regional or state basis that
4 includes similar cultural practices and
5 growing climates. It makes more sense to
6 allow the states to control their own areas of
7 production with the reciprocity, and control,
8 and acceptance of inspections from one state
9 to another. A one-size-fits-all approach does
10 not appear to be the solution to food safety
11 issues.

12 This proposal, under the guise of
13 a national agreement, unfairly favors several
14 specific areas of the country, does not
15 include the diversity of production across
16 this great country, and intentionally or
17 unintentionally, adversely will affect the
18 smaller growers in all regions of the United
19 States. Thank you.

20 JUDGE HILLSON: Okay.

21 THE WITNESS: And thank you for
22 having this in Columbus.

1 JUDGE HILLSON: Thank them, don't
2 thank me. And, I'm marking this -- I'm
3 marking your written statement as Exhibit 64
4 and receiving it into evidence.

5 (Whereupon, Exhibit 64 was marked
6 for identification and received
7 into evidence.)

8 JUDGE HILLSON: And, at this point
9 I'll ask the USDA panel if they have any
10 questions of Mr. Finney. Ms. Schmaedick?

11 EXAMINATION - BY USDA

12 MS. SCHMAEDICK: Yes. Melissa
13 Schmaedick, USDA. And, thank you, Mr. Finney
14 for your testimony. Based on your statement
15 here, do you understand zones to be the
16 equivalent of region in the proposed language?

17 THE WITNESS: Yes.

18 MS. SCHMAEDICK: So, were you here
19 earlier in the day?

20 THE WITNESS: No, I was not. I'm
21 sorry, I --

22 MS. SCHMAEDICK: That's okay.

1 There has been testimony stating that the
2 zones were established for administrative
3 purposes and not necessarily for the
4 development of metrics, and that metrics would
5 be developed on a regional basis that would
6 look at differences in growing and cultural
7 practices. Based -- since you weren't here,
8 I'm sort of restating what was said earlier.
9 Does that change your understanding of the
10 proposed agreement in any way?

11 THE WITNESS: It depends on how
12 large the those regions are, and, you know, if
13 they encompass a similar climatory area in the
14 Midwest, it would be okay, but when you
15 stretch all the way -- and of course, there
16 was not any discussion of this early on, or a
17 chance to discover these technical regions.
18 It depends on how small those are, and I'm
19 sure -- well I'm not -- well I guess I won't
20 prejudge this but if they're small enough that
21 it's a state-by-state, that may be okay for
22 that, but it appeared as though -- as a way

1 that proposal was written, that would be a
2 steering committee or a governing body across
3 the whole United States with one
4 representative from each of those slices
5 which, to me, did not give enough
6 representation to any one state or any part of
7 one state.

8 MS. SCHMAEDICK: So, if the
9 interests, and needs, and differences of
10 specific regions were given an opportunity to
11 participate in the development of metrics that
12 would be applied to those specific areas, does
13 that change your understanding of the
14 proposal?

15 THE WITNESS: Yeah, it would be
16 better, but I have worked on enough state and
17 national committees to know that until you can
18 get this down to a small enough area, it
19 really -- really, you can't have any effect.
20 I mean, you can be one small fish in a large
21 pond. And it's going to be a fairly large
22 pond.

1 MS. SCHMAEDICK: Do you have a --
2 how would you describe or define the term
3 region, if you had to define it?

4 THE WITNESS: Well, in Ohio, there
5 are times when we have the Northern region,
6 the central region, and the southern region,
7 and it's hard enough to design things in the
8 state of Ohio that would encompass all three
9 of those regions. And, if you get down to
10 microclimates, you can talk about several
11 farms in the township being in a microclimate,
12 which could be a region. So, you know -- it
13 just depends on how you want to define it and
14 how narrow you want -- if you want to get the
15 cultural practices as to growing season, and
16 we even have that difference in Ohio. So,
17 it's -- you can define it however you want to
18 and to some of us is going to be good, and to
19 some of us, it's not going to be good.

20 MS. SCHMAEDICK: At this time, you
21 don't have any proposed definition of region
22 that you could offer?

1 THE WITNESS: Well, I would offer
2 Ohio, I could settle it with that as a region,
3 and go state by state region. I mean, it
4 wouldn't be great, but it would be good.

5 MS. SCHMAEDICK: And, you wouldn't
6 be opposed to smaller than Ohio?

7 THE WITNESS: No, correct.

8 MS. SCHMAEDICK: In your statement
9 you say that this proposal under the guise of
10 a national agreement unfairly favors several
11 specific areas of the country. It does not
12 include the diversity of production. Can you
13 explain that statement?

14 THE WITNESS: Yes. It appears in,
15 and all the discussions that we've had
16 previous -- or, at least all that I have heard
17 -- been privy to, that the kind of the basis
18 to start with, it would be the California
19 leafy green proposal. And I've looked at some
20 of the guidelines or the rules in that, and
21 they just don't take into effect some of the
22 things that happen in Ohio compared to what

1 happens in California.

2 Now, leafy greens, yeah, we don't
3 grow a lot of leafy greens in Ohio. I do grow
4 some cabbage, I do grow some spinach, but my
5 concern here today is not totally with this
6 proposal, but if this one gets on the books,
7 what's the next one going to be, and is it
8 going to be for one of the other 35 crops that
9 I grow? And, am I going to have 30 different
10 proposals or 35 different proposals as this
11 unfolds down the road? That's -- you know, if
12 I can have an effect on it today, then maybe
13 I don't have to work so hard on shaping the
14 other proposals later on.

15 MS. SCHMAEDICK: And, are you
16 aware of the FDA -- the proposed FDA
17 guidelines that are commodity specific?

18 THE WITNESS: No. I know that
19 there has been some proposed, but I'm sorry,
20 I haven't caught up with them. What -- I'm a
21 typical farmer and we've been in harvest
22 season since June 1, and hopefully in another

1 three weeks we'll have the apples harvested
2 and will be done for the year, but, then I can
3 sit down and read those things.

4 MS. SCHMAEDICK: While I
5 appreciate your time today. I believe that's
6 it for my questions, thank you.

7 JUDGE HILLSON: Anyone else the
8 panel? Ms. Carter?

9 MS. CARTER: Hello, Antoinette
10 Carter with the USDA. I just had a follow-up
11 question. Could you explain to us, what --
12 you mentioned that you grow cabbage and
13 spinach. Could you explain what the growing
14 and harvesting season is for those products?

15 THE WITNESS: Spinach is typically
16 most of the summer, usually early spring and
17 late fall. Cabbage, in our area, or at least
18 on our farm, is either early in the spring or
19 late in fall. And, it's one of the last crops
20 that we harvest. In fact, we haven't started
21 harvesting on our farm yet. But, as noted in
22 my written document there, I am one of the

1 Farmer's Produce Auction and we've had --
2 typically had cabbage coming in all summer.

3 MS. CARTER: Thank you.

4 JUDGE HILLSON: Anything else from
5 the panel? Ms. Dash?

6 MS. DASH: Suzanne Dash. Do you
7 have any buyers that have GAP requirements?
8 Or any food safety requirements?

9 THE WITNESS: No, not at this
10 time. I helped develop the seal of quality
11 and the requirements for the Farmer's Produce
12 Auction and we try to be proactive on that,
13 ahead of the curve, and we do a lot during the
14 year throughout that organization on food
15 safety. In fact, I will have to comment that
16 I've been at some grower meetings around Ohio
17 and in the hallways I hear the comment, well,
18 the Amish don't have to follow these rules.
19 I will, here before God and everyone else,
20 tell you that the Amish growers in our area
21 probably know more about food safety than most
22 of the other growers in several other states.

1 MS. DASH: I just had one other
2 question. Would you be willing to identify
3 yourself as a small or large farmer based on
4 small business administration's definition,
5 which is --

6 THE WITNESS: Yeah, I'm very
7 small.

8 MS. DASH: Thank you. That's all
9 I had.

10 THE WITNESS: Thank you.

11 JUDGE HILLSON: That's it for the
12 panel? Are there questions from the audience
13 before turn it over to the proponents? Seeing
14 nobody jumping up, I will ask Mr. Resnick, any
15 questions from your side?

16 EXAMINATION - BY PROPONENTS

17 MR. RESNICK: Thank you very much.
18 Jason Resnick, Western Growers. Thank you for
19 your testimony today, I appreciate it. How
20 many acres of cabbage and other leafy greens
21 do you grow?

22 THE WITNESS: I basically only

1 grow an acre of that. But, we have -- on our
2 small family farm, we have 75 acres of fruits
3 and produce, so it's one of the things that's
4 on there, but -- and, you know, if we sell it
5 all at our farm market, then your agreement
6 will not cover us. I mean, it won't -- but,
7 it may lead, then, to something else that I
8 sell on a wholesale basis and I want to make
9 sure that I can live with what that happens to
10 be down the road.

11 MR. RESNICK: Do you currently
12 sell leafy greens wholesale?

13 THE WITNESS: No.

14 MR. RESNICK: Do you sell other
15 commodities wholesale?

16 THE WITNESS: Yes.

17 MR. RESNICK: And for those
18 products, do you have to have audits done on
19 your farm?

20 THE WITNESS: No.

21 MR. RESNICK: Have you ever been
22 through an audit?

1 THE WITNESS: No.

2 MR. RESNICK: All right, thank
3 you, I have nothing further.

4 JUDGE HILLSON: Any other
5 questions? Thank you for testifying, Mr.
6 Finney. You may step down. We've already
7 accepted your written statement into evidence.

8 Is Mr. Zellers around? I'm going
9 to -- I'm going to make sure the numbers are
10 right. You can have a seat. I'm going to
11 mark your written testimony as Exhibit 65.

12 (Whereupon, Exhibit 65 was marked
13 for identification.)

14 Whereupon,

15 JEFFREY ZELLERS

16 having been first duly sworn, was
17 called as a witness herein, was examined and
18 testified as follows:

19 EXAMINATION - DIRECT

20 JUDGE HILLSON: Could you please
21 state your name and spell it for the record?

22 THE WITNESS: Jeffrey Zellers. J-

1 E-F-F-R-E-Y. Last name, Zellers, Z-E-L-L-E-R-
2 S.

3 JUDGE HILLSON: Okay, and you --
4 that document that I marked as Exhibit 65 is
5 the statement you want to read into the
6 record. Is that correct?

7 THE WITNESS: Yes, I do, along
8 with some additional comments. And --

9 JUDGE HILLSON: Go right ahead.

10 THE WITNESS: Number one, thank
11 you for holding a hearing in Columbus.
12 Proximity is appreciated.

13 I am president of K.W. Zellers &
14 Son Incorporated, a third-generation leafy
15 green grower in northeastern Ohio. I was not
16 here for the big beginning of the hearing,
17 some of my comments in my written statement
18 have been addressed and I have some other
19 comments that I would like to make also, so if
20 you would bear with me, I would like to go
21 ahead and read this for the record.

22 To whom it may concern, Buurma

1 Farms, The Chef's Garden, K.W. Zellers and
2 Son, Michael Farms, and Wiers Farm,
3 Incorporated, are all major producers of leafy
4 greens vegetables seasonally in Ohio, and I
5 might add that Weirs and Buurmas are also
6 suppliers from other regions, seasonally.
7 These five companies distribute vegetables
8 throughout the eastern United States to major
9 retail, wholesale, processing, and food
10 service customers. The demands of our
11 customers warrant intensive management of food
12 safety standards by each of the producers both
13 in the field and in packing facilities and are
14 audited as such. The above Ohio leafy green
15 vegetable growers have great concerns about
16 the proposed leafy greens marketing agreement.
17 History would indicate that adopting
18 regulation without metrics being agreed upon
19 is a recipe for disaster. We have no
20 confidence in the process once an agreement is
21 adopted that leaves the metrics out of her
22 control.

1 The cultural practices are very
2 different across the state of Ohio, let alone
3 a region that stretches from Georgia to
4 Wisconsin. One example of the difference
5 would be irrigation water, where it originates
6 from, how it is delivered to the crop, and
7 when during the life the crop it is actually
8 delivered.

9 The current leafy greens --
10 California leafy greens marketing agreement
11 has metrics that are geared towards production
12 practices in California and Arizona. It is
13 our feeling that while the spinach E. coli
14 disaster certainly warranted proactive action
15 by the industry, the current agreement was a
16 knee-jerk reaction to this problem. We are
17 very concerned that some of the metrics in the
18 California agreement are not based upon
19 science -- sound science. It is very
20 difficult to push back on regulation once it
21 has been adopted even if the suggested change
22 is scientifically justified.

1 It is clear that -- it is clear to
2 all that California and Arizona produces a
3 significant amount of leafy greens in
4 question. And, yet, the proposed regions and
5 corresponding representation committee would
6 give these states significant ability to steer
7 how the industry is organized. Also, it is --
8 these regions are too large geographically to
9 allow for good representation and address
10 production practice differences. The above
11 growers in Ohio do not question the importance
12 of food safety, so let's work on a food safety
13 accord and not a marketing agreement.

14 Too many have stated that signing
15 this marketing agreement would be a
16 competitive advantage over those that are not.
17 Are we, as an industry, trying to achieve a
18 competitive advantage with the agreement, or
19 a safety -- safer supply of leafy vegetables?

20 In closing, the above Ohio leafy
21 greens growers would like to be part of an
22 industry that develops a set of metrics that

1 are based on scientific data, take into
2 account differences in production practices.
3 Put these metrics into an agreement that takes
4 all of this into account and call it what it
5 is, a food safety agreement, however, in its
6 current form we are opposed to the adoption of
7 this agreement.

8 And, it signed by all of the above
9 -- aforementioned farms.

10 Now, in reaction to a couple of
11 the comments, I would be enthused to hear more
12 about the metrics being looked upon and that
13 the regions would be different than the ones
14 proposed with the zones.

15 You've asked about volume. Our
16 own farm, we produce between 450 and 500 acres
17 of leafy greens annually. We are audited,
18 both -- we have a third-party auditor that we
19 hire ourselves, we have two customers that
20 bring in their own outside auditors to outside
21 -- to audit our food, our inside packing
22 house, as well as field operations.

1 You asked about harvest season,
2 June 1 through October 15 to 20 is our
3 approximate harvest season.

4 My experience in the past in
5 working with regulation is, as I mentioned in
6 there, I'm very concerned about setting the
7 framework of the document up prior to having
8 the metrics for the document approved. I
9 don't think any of us -- in fact, I know all
10 of us that's name is on this letter are very
11 concerned about food safety and, have
12 proactively taken many steps on our own farms,
13 but we're also concerned that once the
14 framework's in place that it's more of a
15 challenge to control those metrics. Thank
16 you.

17 JUDGE HILLSON: Thank you -- do
18 you want to give me --

19 THE WITNESS: Yes.

20 JUDGE HILLSON: -- the original
21 copy? I'm going to receive into evidence
22 Exhibit 65, which is Mr. Sellers written

1 statement.

2 (Whereupon, Exhibit 65 was
3 received into evidence.)

4 JUDGE HILLSON: And, I will ask
5 the USDA panel to ask questions of Mr.
6 Sellers. Ms. Schmaedick?

7 EXAMINATION - BY USDA

8 MS. SCHMAEDICK: Melissa
9 Schmaedick, USDA. Thank you, Mr. Zellers, for
10 your testimony. Have you had the opportunity
11 to read the proposed agreement?

12 THE WITNESS: Yes, I have.

13 MS. SCHMAEDICK: And do you
14 believe that you have a fairly solid
15 understanding of what is being proposed?

16 THE WITNESS: Again, the framework
17 of it, yes I do. The question that I have --
18 I -- as I understand it, there's a technical
19 review committee that would report to the
20 representative committee of the agreement. Is
21 that correct?

22 MS. SCHMAEDICK: I actually can't

1 answer questions.

2 JUDGE HILLSON: No, no --

3 MS. SCHMAEDICK: Is that your
4 belief?

5 THE WITNESS: I'm sorry, I
6 apologize. But yes, I guess I --

7 JUDGE HILLSON: Assume what you
8 want to assume when you answer the question.

9 THE WITNESS: I do. I've read the
10 document several times yes.

11 MS. SCHMAEDICK: Okay.

12 THE WITNESS: Do I have an in-
13 depth legal understanding of it? No.

14 MS. SCHMAEDICK: Okay.

15 THE WITNESS: I'll take Mr.
16 Finney's, I'm a farmer.

17 MS. SCHMAEDICK: Okay. Based on
18 your experience, you indicated that once
19 regulation is set that it's difficult to
20 change. Is that a fair statement?

21 THE WITNESS: Yes. Correct.

22 MS. SCHMAEDICK: Are you familiar

1 with the practice called informal rulemaking -
2 - or rulemaking?

3 THE WITNESS: Yes.

4 MS. SCHMAEDICK: And, what is your
5 --

6 THE WITNESS: Well, let me -- I am
7 not a -- the difference between informal
8 rulemaking and rulemaking, no I'm not.

9 MS. SCHMAEDICK: You're not?
10 Okay. If the informal rulemaking process were
11 to be a shorter, more flexible process than
12 rulemaking, such as we are doing today, would
13 that lead you to believe that there might be
14 more flexibility and adaptability to make
15 changes?

16 THE WITNESS: Yes, at some level,
17 but again -- I guess my real concerns or
18 questions, if, as a grower, I sign on to this
19 and the metrics aren't in place informal or
20 not, the way the representation is currently
21 proposed, I have very little input or ability
22 to control and steer. Again, while to us it's

1 significant production, relative the industry,
2 it's not. But, our cultural practices are
3 unique to these areas and there are certain
4 pieces in here that are of concern, and our
5 concern would be that once there is a document
6 put in place, are we going to truly have the
7 ability to have significant input for our
8 relatively insignificant production in the
9 metrics process?

10 MS. SCHMAEDICK: So, if there were
11 an opportunity for you to participate, would
12 you participate?

13 THE WITNESS: Absolutely.

14 MS. SCHMAEDICK: You mentioned
15 that you -- you refer to yourself as a major
16 producer. Are you familiar with the SBA
17 definitions of large and small producer
18 entities?

19 THE WITNESS: I believe so, yes.
20 It -- are those the ones by dollar amount?

21 MS. SCHMAEDICK: Gross, yes. Are
22 you comfortable identifying yourself as a

1 large or small producer?

2 THE WITNESS: I would say large.

3 MS. SCHMAEDICK: Do you receive
4 product from other producers or just your own?

5 THE WITNESS: The only time that
6 we would have produce from other receive --
7 other producers would be when we have a
8 shortage and to maintain our consistency of
9 supply for our customers.

10 MS. SCHMAEDICK: Are you involved
11 in any handling functions of the product? Do
12 you, for example, clean or package your
13 product?

14 THE WITNESS: We do not. The only
15 value that we add would be the cooling and/or
16 washing that we do ourselves. We do not -- we
17 are not adding value beyond that, no.

18 MS. SCHMAEDICK: Okay. Those are
19 all the questions I have. Thank you.

20 JUDGE HILLSON: Anything else from
21 the panel? I don't see anything. Anything
22 else from --

1 MS. DESKINS: Oh, I did have
2 something.

3 JUDGE HILLSON: Oh, sorry, didn't
4 see you.

5 MS. DESKINS: Sharlene Deskins,
6 USDA. Mr. Zellers, I just wanted to clarify
7 something. You have some names on the second
8 page of your statement. Are you here
9 representing their position on this?

10 THE WITNESS: No, I believe all of
11 those individual producers are going to
12 present a letter similar to that, however, as
13 the judge had stated that he did not
14 necessarily want the same statement written
15 over and over again, so I -- I don't know how
16 they'll go through that process, if they'll
17 have to do that to get it on the record, that
18 obviously, that's outside of mine.

19 MS. DESKINS: Okay.

20 THE WITNESS: I believe most of
21 them have signed up to testify, though.

22 MS. DESKINS: Okay, so you

1 anticipated them coming and saying whether
2 they agree with what you represented or not?

3 THE WITNESS: Correct. I think
4 all but one of them are currently sitting in
5 the room here.

6 MS. DESKINS: Okay, all right,
7 thank you.

8 JUDGE HILLSON: Thank you. Are
9 there any questions from the audience? How
10 about the proponents?

11 EXAMINATION - BY PROPONENTS

12 MR. STENZEL: If I may, Tom
13 Stenzel from United Fresh Produce. Mr.
14 Zellers, knowing something of your operation
15 and also the other farms that you mentioned,
16 it's clear that your commitment to food safety
17 is, you know, huge, and we respect that. A
18 couple of questions about the marketing
19 agreement and how you see that potentially
20 operating to benefit your company as opposed
21 to be harmed.

22 I understand the concern about the

1 metrics not been written yet. Do you have any
2 suggestions, in terms of timing, if there was
3 an opportunity to discuss the metrics,
4 regional differences, rather than just have to
5 assume to assume that it's based on the
6 California agreement, would that give you
7 greater comfort in looking ahead at a
8 potential agreement?

9 THE WITNESS: Yes.

10 MR. STENZEL: On the question of
11 regions as well, you mentioned that you felt
12 that even though you are a substantial
13 producer that you might still be outnumbered
14 by some of the others. Is there any
15 suggestion you have as to how that could be
16 organized where you wouldn't be outnumbered,
17 so to speak?

18 THE WITNESS: Well, I think the
19 reality of it is that if the science -- the
20 metrics based on science were established,
21 that would it would be a lot easier to accept
22 the document or to be a signer of the document

1 going into it rather than simply having a
2 framework. And as I stated -- and then trying
3 to go forth and establish those metrics with
4 relatively small representation.

5 MR. STENZEL: One of the early
6 witnesses was talking, and it's been fairly
7 well established that the intent of the
8 agreement of the proponent group here at this
9 table is to incorporate those regional
10 differences and to allow for a very robust
11 discussion of metrics before anyone has to
12 sign on. Would you be willing to participate
13 in that before being a signatory to the
14 agreement?

15 THE WITNESS: Yes.

16 MR. STENZEL: One other thing that
17 you mentioned a concern about, potentially
18 competitive advantages of those who sign or
19 not sign. One other thing that came up
20 earlier this morning, perhaps before you were
21 here was the question of not having a label on
22 a consumer package to promote differential --

1 my product is safer than yours, but --
2 strictly to have that as a recognition to
3 buyers on a bill of lading that this product
4 was grown according to the leafy greens
5 agreement. Would that alleviate some of the
6 concern about competitive marketing?

7 THE WITNESS: Potentially,
8 depending upon how was used. I think the real
9 key is that, you know, we do have smaller
10 growers of leafy greens in the region of Ohio
11 and Michigan, and and many times, those are
12 where some or all of those on the letter might
13 procure supplies supplies to fill the gaps in
14 ours, and much to Raymond Yoder and that
15 group, and Mr. Finney's, you know, when you
16 start spreading these costs over smaller
17 amounts of acreages and packages, there's a
18 concern that they fall by the wayside or they
19 choose not to participate, and then the way
20 the document currently is, we couldn't
21 purchase product from them to fill those
22 supplies. So in that case, we're at a

1 competitive disadvantage, because much like
2 all of our customers regardless of where we
3 supply from in the country, you know, if you
4 don't have it every day, it's unacceptable.
5 So, I mean, yes, but some concerns about --

6 MR. STENZEL: Sure.

7 THE WITNESS: -- some of the
8 shortfalls that could come with that, or the
9 unintended consequences.

10 MR. STENZEL: Let me ask you about
11 that. Today, when you're buying fill in
12 supplies, to buy only from growers who you
13 have confidence in?

14 THE WITNESS: Yes.

15 MR. STENZEL: And do you require
16 them to have a GAP audit of some kind or --

17 THE WITNESS: The ones that --
18 only one outside of the ones on the -- again,
19 that have signed on the letter, and he
20 actually is a neighbor of ours, and we usually
21 are looking at that product prior to
22 purchasing it, and many times we're actually

1 harvesting it ourselves so that our practices,
2 carrying it forward in the handling process,
3 that we know that it is done properly.

4 MR. STENZEL: So, you're not going
5 to a wholesale market and buying leafy greens
6 that you don't know really how they were
7 grown.

8 THE WITNESS: That would be a very
9 uncommon practice.

10 MR. STENZEL: Okay. So, as a
11 handler, if you did choose to sign onto this
12 agreement, you would be bring to only buy
13 product from growers who had been GAP
14 certified under this agreement. Do you
15 understand that the grower does not have to
16 sign on as a signatory? You would simply be
17 making sure that the grower had GAP
18 certification under this agreement.

19 THE WITNESS: Okay, I was not
20 aware of that. So, they don't have to be a
21 signatory, they'd simply to be audited?

22 MR. STENZEL: That is correct.

1 THE WITNESS: GAP certified.

2 MR. STENZEL: That is correct. I
3 don't believe I -- hang on one second. And,
4 does that alleviate some of your concern about
5 buying on a fill-in basis?

6 THE WITNESS: It does some yes.

7 MR. STENZEL: I have no further
8 questions, thank you.

9 JUDGE HILLSON: Well, thanks for
10 testifying, Mr. Zellers, you may step down.

11 It's 1THE WITNESS: 30, Ms. Leeper
12 indicated she would be happy to testify after
13 lunch, so, we're going to take an hour for
14 lunch, Ms. Leeper's going to testify then.

15 It's just going to be all the
16 witnesses that Ms. Lovera wants to call. If
17 anyone else comes in and says they have to
18 testify, they are just going to have to go to
19 the end of the line until Ms. Lovera finishes
20 up her case.

21 Are there any issues -- let me ask
22 Ms. Carter, are there any issues of like, if

1 we run late, do we still have this place?
2 They're not going to, like, turn out the
3 lights and lock the doors, or anything like
4 that?

5 MS. CARTER: I think we'll be
6 okay, but I will verify that, Judge.

7 JUDGE HILLSON: That would be
8 good, okay.

9 MR. RESNICK: Your Honor, just a
10 question. We haven't seen a witness list.
11 How many witnesses to we anticipate Ms. Lovera
12 calling?

13 JUDGE HILLSON: Eight witnesses,
14 she said.

15 MR. RESNICK: And, has anyone --
16 eight left?

17 JUDGE HILLSON: She is eight more
18 witnesses, yes.

19 MR. RESNICK: Any others that have
20 not --

21 JUDGE HILLSON: I don't have any
22 others. I just accommodated the couple that

1 were on the list, and Ms. Leeper is not on the
2 list, but she did sign up this morning, and
3 then we'll have the eight witnesses that Ms.
4 Lovera was going to call, and we'll just go
5 until we're done. Okay, let's take a lunch.
6 Back in an hour.

7 (Off the record.)

8 JUDGE HILLSON: We're back on the
9 record. Ms. Leeper? And, you don't have a
10 written statement. Right?

11 MS. LEEPER: No, I do not.

12 JUDGE HILLSON: Well, let me swear
13 you in.

14 Whereupon,

15 TIFFANY LEEPER

16 having been first duly sworn, was
17 called as a witness herein, was examined and
18 testified as follows:

19 EXAMINATION - DIRECT

20 THE WITNESS: My name is Tiffany
21 Leeper, that's T-I-F-F-A-N-Y L-E-E-P-E-R.

22 JUDGE HILLSON: Okay, and you may

1 testify.

2 THE WITNESS: Thank you. I am
3 here today representing the North Union
4 Farmers Market. We are a 501(c)(3) nonprofit
5 organization based in Cleveland Ohio. Our
6 mission is to promote the local foods of
7 Northeast Ohio along with our economic,
8 environmental, and health benefits. And we do
9 this through a network of markets. Through
10 this network of markets we are able to sustain
11 many small family farms that would otherwise
12 lack an outlet for their products. North
13 Union Farmers Market began 15 years ago with
14 a single market and since then we've supported
15 over 200 small farms from all over Northeast
16 Ohio. We now operate eight farmers markets
17 and our farmers have told us that of the
18 markets are very important to their business.
19 We also hold a grower's conference each year,
20 talking about safe handling and safe
21 agricultural food practices.

22 Because many of our farmers see

1 their farming as their livelihood and they are
2 selling directly to the consumer, they are
3 especially careful about their handling and
4 agricultural practices. I just want to point
5 out at this moment that small farms really are
6 growing in number throughout the United States
7 but they are under a great burden. Many of
8 our farms are already dealing with local,
9 state, and national regulations and more
10 burdens would be detrimental to these very
11 marginal businesses. As sad as it seems, many
12 of our farmers are below the poverty line and
13 at North Union, and we must feel that we must
14 take on the excess burden of marketing and
15 promoting local foods so that farmers may
16 concentrate on producing the highest quality
17 and safest produce for the consumer.

18 Additionally, regulations take
19 away time and resources from diligent work in
20 the field. And, while we are not opposed to
21 any types of measures to ensure safe food
22 handling practices, we just want to make sure

1 that you simply take the interests of small
2 farms into consideration while debating this
3 agreement. Thank you.

4 JUDGE HILLSON: Thank you. Let me
5 ask the panel if they have any questions of
6 Ms. Leeper. Go ahead, Ms. Schmaedick?

7 EXAMINATION - BY USDA

8 MS. SCHMAEDICK: Melissa
9 Schmaedick, USDA. Thank you, Ms. Leeper, for
10 your testimony, and good afternoon to you.
11 So, you are speaking on behalf of an
12 organization that oversees for nine farmers
13 markets? Is that correct?

14 THE WITNESS: This year, we are
15 operating eight farmers markets.

16 MS. SCHMAEDICK: Eight, okay.

17 THE WITNESS: Yes. We are a small
18 nonprofit organization, we only have three
19 full-time staff, and basically our function is
20 to organize and promote and market the farmers
21 markets as well as local food.

22 MS. SCHMAEDICK: And that -- how

1 many farmers would you typically have at each
2 farmers market?

3 THE WITNESS: Our largest market
4 has around 40 to 50 farmers, and our smaller
5 ones will have maybe four or five.

6 MS. SCHMAEDICK: And, do you have
7 any type of requirements that a farmer has to
8 follow an order to sell at your market?

9 THE WITNESS: Yes, we are a
10 certified producer only market, that's our
11 first step. We visit each farm that we allow
12 to participate. This is mainly to ensure that
13 they are growing what they're selling. We
14 don't allow brokers or dealers into the
15 markets. But it also gives us an idea of how
16 -- what kind of practices the farmers are
17 using. Beyond that we ask them to sign a
18 contract that they comply with all ODA and all
19 state health department and county health
20 department regulations.

21 MS. SCHMAEDICK: Okay, and you
22 used the acronym ODA. What does that stand

1 for?

2 THE WITNESS: Ohio Department of
3 Agriculture.

4 MS. SCHMAEDICK: Thank you. Would
5 any of those guidelines fall into the category
6 of good agricultural practices?

7 THE WITNESS: Yes, I believe they
8 would.

9 MS. SCHMAEDICK: Okay. And what
10 about good handling practices?

11 THE WITNESS: That is -- for the
12 most part, it is covered under the most part,
13 I believe, under the Ohio Department of
14 Agriculture practices. It's also covered
15 under state -- or I'm sorry, county health
16 department practices, which we make sure that
17 they abide by.

18 MS. SCHMAEDICK: Okay, and once a
19 farmer becomes a participant, do you have any
20 follow up visits to their operation?

21 THE WITNESS: We do, not anything
22 formal. But we do make random visits to farms

1 on occasion. If we hear of something unusual,
2 we may visit their farm again. And, quite
3 frankly, we'd sometimes just like to go to the
4 farm to see what they're doing and check up on
5 things.

6 MS. SCHMAEDICK: Is there a state
7 organization or network of farmers markets in
8 Ohio?

9 THE WITNESS: There is. There is
10 the Ohio Farmers Market Association -- I --
11 the Farmers Market Network, I believe it's
12 called, and it is in Ohio -- a statewide
13 project with the Ohio Department of
14 Agriculture.

15 MS. SCHMAEDICK: And, are you
16 aware of a national program of that kind?

17 THE WITNESS: Not that I know of.
18 I know that there are several nonprofit
19 organizations that gather information about
20 farmers markets, such as the North American
21 Farmers Market Association and things like
22 that. I don't know of any government

1 regulated associations, but there could be.

2 MS. SCHMAEDICK: And in your
3 opinion, would any of these organizations be
4 a good source of input or representation of
5 interests of farmers markets across the
6 country?

7 THE WITNESS: Yes. I think there
8 are quite a few large organizations that run
9 multiple markets. North Union is one of them,
10 the California Certified Farmers Markets is
11 actually a statewide program in California,
12 the New York Green Markets, a lot of these
13 large organizations can tell you more about
14 trends and things that are happening across
15 the country.

16 MS. SCHMAEDICK: Okay. That's all
17 the questions I had, thank you.

18 JUDGE HILLSON: Anyone else from
19 the panel have questions? Anyone else from
20 the audience? How about the proponents? Any
21 questions from the proponent side? Hearing
22 none, thank you very much for testifying.

1 And, Ms. Lovera, you may start calling your
2 witnesses.

3 MS. LOVERA: First up, we're going
4 to have Chris Blanchard.

5 JUDGE HILLSON: Okay. I'm marking
6 Mr. Blanchard's written testimony as Exhibit
7 66.

8 (Whereupon, Exhibit 66 was marked
9 for identification.)

10 Whereupon,

11 CHRIS BLANCHARD

12 having been first duly sworn, was
13 called as a witness herein, was examined and
14 testified as follows:

15 EXAMINATION - DIRECT

16 JUDGE HILLSON: Could you please
17 state your name and spell the record?

18 THE WITNESS: Chris Blanchard, C-
19 H-R-I-S B-L-A-N-C-H-A-R-D.

20 JUDGE HILLSON: And, you have a
21 statement that you want to read first, I take
22 it?

1 THE WITNESS: Yes, I do.

2 JUDGE HILLSON: Go right ahead.

3 THE WITNESS: Thank you for the
4 opportunity to share my perspective on the
5 proposed National Leafy Greens Marketing
6 Agreement.

7 My name is Chris Blanchard, I've
8 been actively involved in organic vegetable
9 production, research, and education for 20
10 years in California, Washington, Maine,
11 Wisconsin and Iowa. I currently own and
12 operate Rock Spring Farm, a small certified
13 organic vegetable and herb farm near Decorah,
14 Iowa. We market our produce as well as
15 purchased herbs to subscription customers in
16 our community-supported agriculture program,
17 as well as to seven natural food stores and a
18 natural foods distributor in the Twin Cities
19 metro - that's up in Minnesota, and in
20 Decorah.

21 Until last year, we also sold
22 vegetables and herbs through a large farmers

1 market near Rochester Minnesota. Rock Spring
2 Farm manages about 90 acres of land in two
3 locations, with about 35 acres in active crop
4 ground. We produce over 50 different crops
5 each year, rotating through all of our fields,
6 so the proposed LGMA would affect each of the
7 80 fields under our management.

8 With approximately \$300,000 each
9 year in sales, we are the largest vegetable
10 farm in northeast Iowa. We are among the
11 smallest of the major providers of organic
12 produce to the Twin Cities metro area.
13 Although I'm not formally charged with
14 representing other growers, the challenges
15 this agreement would present to Rock Spring
16 Farm would be shared by every other market
17 farm selling leafy greens into the Twin Cities
18 natural foods marketplace. I also wear a
19 couple of other relevant hats. In my role as
20 an educator and consultant I have provided
21 trainings to conventional and organic growers
22 in good post harvest handling practices. This

1 summer, we hosted over 60 participants at an
2 on farm food safety and post harvest handling
3 training sponsored by Iowa State University's
4 Leopold Center for Sustainable Agriculture.
5 This training, and a document I prepared as
6 part of a consulting project for ISU, provided
7 simple but effective guidance for the
8 implementation of basic post-harvest handling
9 food safety procedures.

10 In addition, for 10 years I've
11 coordinated the presentations at the MOSES
12 Organic Farming Conference, which has put me
13 in regular communication with a large
14 community of local and organic producers
15 across the upper Midwest, including regional
16 industry leaders. I have also served on the
17 board of the Midwest Organic and Sustainable
18 Education Service for the past 10 years. I
19 believe that food safety is not just a legal
20 responsibility, but a moral and ethical
21 obligation that producers and farmers have
22 with their customers. The proposed National

1 Leafy Greens Marketing Agreement is a flawed
2 iteration of a regulation that does not belong
3 in the control of the Agricultural Marketing
4 Service. The NLGMA should not be implemented
5 for the reasons I will outline below. If it
6 is implemented, the future of local and
7 regional food systems served by small and
8 midsize growers in an ecologically sound
9 manner will on the modification and
10 consideration of the issues addressed in the
11 following.

12 First, food safety is not a
13 marketing issue. Food safety, as it is
14 approached by the proposed NLGMA, is a process
15 and a set of production metrics. It does not
16 result in a measurable attribute of the end
17 product, as evidenced by the September 18 and
18 July 23 incidents of salmonella contamination
19 that have been in the news. The Agricultural
20 Marketing Service has its expertise in
21 economics and marketing, not in the science of
22 food safety. AMS administrator Rayne Pegg has

1 made it clear that AMS is not a food safety
2 agency. Food safety regulations, where they
3 are necessary, should be developed in an open
4 and transparent process with the food safety
5 agencies such as the Food and Drug
6 Administration taking the lead. Auditing
7 compliance with food safety metrics does not
8 provide the same level of public protection as
9 the development and enforcement of a
10 regulation under the auspices of the FDA.

11 Food safety is not, and should not
12 be considered to be, a marketing issue. It
13 certainly differs from traditional marketing
14 attributes such as size, color and firmness.
15 Produce marketing agreements have historically
16 been designed such that participation confers
17 an advantage in the marketplace. Choosing the
18 wrong brand should not result in an increased
19 risk of illness. In addition, for reasons I
20 will elaborate on later, the proposed NLGMA
21 will conflict with AMS's stated goals of
22 providing market access for medium and small

1 farms, or facilitating regional economic
2 development.

3 Two, the proposed NLGMA will have
4 a negative environmental impact in exchange
5 for a negligible and possibly negative effect
6 on the food safety aspect of leafy greens
7 production. It seems fair to assume that the
8 NLGMA would follow the same general outline is
9 the California LGMA with regards to production
10 metrics. With many of the same players
11 promoting the NLGMA and considering scale and
12 production methodology biases inherent in the
13 structure of the administrative committee, I'm
14 skeptical of the idea that we might see a
15 dramatic departure from the California LGMA.
16 Because the standards will be created after
17 the USDA has given industry the power to
18 proceed, there are no metrics hear to discuss
19 or criticize, and we can only look to himthe
20 California NLGMA as a model for national
21 implementation.

22 Much of the criticism of the

1 California NLGMA has focused on the
2 destruction of field edges and semi-wild areas
3 around production areas. These grasslands and
4 hedgerows provide valuable ecological services
5 that offset the negative environmental effects
6 of even the most careful agricultural
7 practices. In the Midwest, these field
8 borders and inter-plantings help to mitigate
9 the effects of erosion and nitrogen leaching,
10 as well as absorbing and holding excess
11 rainfall. The ecological benefits of grass
12 and wetland areas bordering croplands include
13 reduced flooding, increased watershed health,
14 decreased groundwater pollution, and a
15 reduction of the Gulf of Mexico dead zone.

16 Sources of bacterial contamination
17 include fecal dust and overland water
18 movement, not just irrigation and direct
19 deposition of animal feces. UC Davis
20 researchers have demonstrated that grass and
21 wetlands can filter out up to 99% of E. coli
22 during rain events. Irrigation and rainfall

1 can cause sheeting of water across even
2 relatively flat landscapes. In dry weather,
3 dust can carry fecal dust -- I'm sorry, wind
4 can carry fecal dust for long distances.
5 Hedgerows and tree plantings reduce wind flow
6 and capture dust, minimizing movement of
7 potentially pathogenic dust. Hedgerows,
8 grasslands, and wetlands provide additional
9 benefits in the form of beneficial insect
10 habitat, reducing the need for toxic
11 pesticides.

12 The animals of significant risk
13 addressed in the California LGMA includes
14 deer, which are attracted to edge areas, and
15 which are endemic throughout the upper
16 Midwest. However, scientific studies in
17 California and Nebraska indicate very little
18 presence of E. coli 0157 in deer feces. On a
19 small farm such as mine, every field has a
20 significant amount of edge. No portion of any
21 field on my home farm is more than 100 feet
22 from grass areas, and, typical of farms in my

1 region, fields are scattered among woodlands
2 and grasslands. The per acre cost of total
3 exclusion and elimination of wildlife habitat
4 would be much higher on my farm, and those of
5 my fellow direct marketers in the upper
6 Midwest, then the numbers cited elsewhere. A
7 recent temporary three strand electric fence
8 erected for deer control around a three acre
9 field cost \$650 in materials alone. A 2007
10 survey of farmers conducted by the Monterey
11 County Resource Conservation District, and
12 cited in Jo Ann Baumgartner's testimony, noted
13 growers concerns about the conflict between
14 wildlife habitat and food safety audits, and
15 there is no reason to expect that the
16 experience would be different in other
17 environments.

18 Three, the NLGMA would have a
19 negative effect on small and local producers.
20 The NGLMA would have a negative effect on
21 small and local producers. Because the NLGMA
22 provides for marketing differentiation on the

1 basis of perceived safety, and by including
2 crops such as kale and cabbage, instead of
3 limiting the scope to the bagged product that
4 has been the primary source of E. coli
5 problems, the NLGMA would severely limit the
6 ability of small-market growers to make a
7 living, as well as the ability of local
8 producers to continue their work to impact
9 institutional and school meal programs.

10 According to the proposed rule,
11 proponents of the NLGMA state that the
12 proposed program would, quote, improve
13 customer confidence of fresh green leafy
14 vegetables and their products in the
15 marketplace, endquote. A market review board
16 would provide advice on, quote, retail, food
17 service, and consumer issues that should be
18 addressed to maximize consumer confidence
19 through market acceptance on recognition of
20 the program, endquote.

21 The California LGMA seal is widely
22 evident on proponent stationery and websites.

1 In addition, section 970.75 of the proposed
2 rule makes provision for the establishment of
3 promotional activities to, quote, promote
4 acceptance of the agreement and of leafy green
5 vegetables or products handled by signatory
6 members, endquote. Ultimately, consumers
7 drive the business. Marketers look for any
8 edge they can find in the marketplace. The
9 proposed regulations do not specifically
10 exclude the potential for the seal to be used
11 in the marketplace, and it seems naive to
12 expect retailers not to use the LGMA as the
13 marketing factor. The California LGMA website
14 goes so far as to say that produce buyers help
15 enforce the service mark when they only buy
16 from LGMA member companies. At a retail level
17 where labels and uncertainty proliferate along
18 with poor consumer understanding of food
19 safety issues, no serious retailer would
20 ignore the potential to market safer food. An
21 NLGMA controlled by large industry handlers is
22 unlikely to recognize, or to make allowance

1 for, the functional difference between large
2 producers and aggregators, and small producer
3 handlers such as my operation. Large-scale
4 operations using mechanical harvesters and
5 automatic baggers in the process of
6 distributing fresh-cut or ready-to-eat greens
7 in sealed bags present the greatest food
8 safety risk and should be subject to the
9 greatest food safety and regulatory scrutiny.

10 The model used by the processed
11 and bagged industry takes small quantities of
12 contamination and amplifies them to a much
13 bigger audience. Through commingling,
14 packing, and widespread distribution, the
15 model is good at spreading risk through a lot
16 of product and over a wide geographical
17 distribution.

18 In addition, food safety is
19 clearly a litigious issue. Once a higher
20 standard is established and recognized at a
21 national regulatory level, buyers will
22 experience legal pressure to prove purchase

1 greens only from NLGMA signatories. Since the
2 definition of handle in 970.11, as elaborated
3 on in 970.83.A.1, clearly includes farms like
4 mine, small scale, direct marketing growers
5 are likely to have the economically important
6 direct to retail outlet closed to us.

7 Four, I think. The process of
8 adopting the NLGMA and developing it's
9 standards may be public, but it is not open.
10 We only have to look at the timing and
11 location of these hearings for an
12 understanding that the NLGMA proposal is only
13 moderately open to participation by small, and
14 mid-sized farms.

15 I probably ought to be home
16 cutting cabbage, escarole, and radicchio with
17 my crew, but it's raining. But, I am both
18 fortunate and unusual in the degree of
19 autonomy with which my crew is able to
20 operate. October is the time for the fall
21 harvest, and an extremely busy time on a small
22 farm. It's kind of like trying to regulate

1 CPA firms with hearings held in early April.
2 We don't have the luxury of lawyers and
3 experts to testify at hearings during the
4 height of the harvest season. In addition,
5 these hearings are located far from the most
6 vigorous center of organic vegetable
7 production in the Midwest, which is centered
8 on the La Crosse, Wisconsin, and Twin Cities,
9 Minnesota, area. The zones established for
10 the appointment of administrative committee
11 members appear to be designed more to
12 facilitate the domination of the committee by
13 large growers in industrial production areas,
14 rather than being organized by geographical
15 production similarities. Are the marketing
16 and product - production and marketing
17 conditions in Minnesota and Iowa so different
18 from those in Wisconsin, while being so
19 similar to those in Louisiana?

20 Providing the opportunity for
21 public comment is not the same as a
22 transparent, open, and public process. This

1 process will start with an industry controlled
2 committee that writes standards with advice
3 from a technical review board appointed by the
4 same industry controlled committee, with only
5 one opportunity for public comment. After
6 that, the administrative committee self-
7 perpetuates, almost guaranteeing a bias
8 towards the large-scale monoculture production
9 perspective.

10 In conclusion, if a grower,
11 handler, or any other group wants to use food
12 safety metrics as a marketing tool, that is
13 clearly within their rights; however, the
14 government's involvement in of pseudo-
15 regulatory marketing program dealing with food
16 safety will create a public perception bias
17 against nonparticipants, no matter their food
18 safety history. This will present a serious
19 market barrier to small and midsize
20 diversified farms, both conventional and
21 organic.

22 Food safety, as outlined in the

1 proposed NLGMA, is not a measurable attribute
2 of the end product, and should not be
3 considered as a marketing issue. A marketing
4 agreement is inappropriate, ineffective, and
5 biased way to implement food safety
6 regulations. The proposed NLGMA is likely to
7 have a negative environmental impact in
8 exchange for a negligible and possibly
9 negative effect on the safety of our
10 vegetables, undoing much of the environmental
11 progress made in recent years on farms across
12 the country. By holding some farms and brands
13 up as safer based on dubious science and
14 likely retail marketing, the NLGMA will
15 continue the promotion of the production and
16 marketing model that amplifies the effects of
17 small quantities of contamination at the
18 expense of local production throughout the
19 country.

20 Finally, the process of adopting
21 the NLGMA and developing its standards is not
22 truly a transparent, open, and public process.

1 For all these reasons, I find that the concept
2 of a National Leafy Greens Marketing Agreement
3 to be inherently flawed in its inception and
4 counterproductive in its means and goals. I
5 do not support it.

6 Can I add some --

7 JUDGE HILLSON: You are
8 testifying, go right ahead.

9 THE WITNESS: Okay. The
10 proponents have repeatedly stated a desire to
11 tailor the metrics and best practices to
12 differing scales and practices. I think it's
13 worth looking at the breakdown of
14 representatives by zone as it's addressed in
15 970.40.

16 The administrative committee, I
17 think it's 23 members total, four are outside
18 of the handler-producer category, but 10
19 members of that administrative committee will
20 be appointed from the count -- from zones one
21 and two, which include California and Arizona.
22 Only nine members from the rest of the zones,

1 which gives de facto majority control to the
2 California and Arizona producers.

3 It's been repeatedly stated this
4 morning that this has been -- that the
5 proponents have engaged or attempted to engage
6 the organic and local food movements, but you
7 know, I'm really involved in these and I
8 wasn't aware of any efforts to engage in that.
9 I'm involved with a wide number of groups
10 throughout the upper Midwest. I would be
11 really interested, at some point, to hear in
12 what way the proponents engaged or attempted
13 to engage the organic and local food
14 movements.

15 Finally, I feel that this proposed
16 rule goes far beyond allowing a voluntary
17 agreement as stated by the proponents this
18 morning. The USDA would be facilitating and
19 endorsing this agreement, which fundamentally
20 changes the nature of the agreement.

21 I also want to note that I nursed
22 my son through a probable E. coli infection

1 back in 2002 that was the result of an
2 incident -- it was timed with a Red Lobster
3 outbreak, and it was never fully diagnosed as
4 E. coli, but, I mean, I've been there and I've
5 done that, and I have a real interest in food
6 safety. Seeing my son in that kind of pain
7 was traumatic, and it's still something that
8 haunts me. I do not take this lightly.

9 JUDGE HILLSON: Okay, thank you,
10 Mr. Blanchard. I'm going to receive your
11 written testimony and evidence as Exhibit 66.

12 (Whereupon, Exhibit 66 was
13 received into evidence.)

14 JUDGE HILLSON: And, I will ask
15 the panel if they have any questions. Go
16 ahead and Schmaedick.

17 EXAMINATION - BY USDA

18 MS. SCHMAEDICK: Melissa
19 Schmaedick, USDA. Good afternoon, Mr.
20 Blanchard. Thank you for your testimony. So,
21 let's see here. You're representing Rock
22 Spring Farm, which is a grower, correct?

1 THE WITNESS: It's me.

2 MS. SCHMAEDICK: Yes.

3 THE WITNESS: I am Rock Spring
4 Farm.

5 MS. SCHMAEDICK: Okay.

6 THE WITNESS: It's a sole
7 proprietorship, I own and operate it.

8 MS. SCHMAEDICK: Okay. And do you
9 also function as a handler and a processor?

10 THE WITNESS: Under the
11 definitions of handle in this document, I do
12 believe that I function as handler, yes.

13 MS. SCHMAEDICK: Okay.

14 THE WITNESS: We do repack
15 parsley and cilantro on our farm, but -- you
16 know, really, any grower on my scale and -- I
17 don't -- I must be kind of sketchy on exactly
18 how things work in California, and I don't
19 mean that as a slight, but around here, when
20 you grow a vegetable, you're -- I mean, if
21 you're a small scale grower like me, you're
22 growing it, packing, and selling it. And,

1 handle is defined here as receiving or
2 acquiring, selling, processing, shipping,
3 distributing, or importing leafy green
4 vegetables.

5 I mean, I -- everybody in my
6 industry, in the small scale local organic
7 food industry, is a handler. Okay, we
8 distribute, we ship, we process, which is a
9 pretty vague -- process is pretty vague term,
10 but we're -- yeah, were engaged in those
11 processes.

12 MS. SCHMAEDICK: And, you state
13 that your product goes to seven natural food
14 stores and a natural food distributor? Is
15 that correct?

16 THE WITNESS: That is correct.

17 MS. SCHMAEDICK: So, do those
18 customers have any guidelines or requirements
19 or requirements that they're looking for when
20 they're purchasing product?

21 THE WITNESS: Not that have been
22 discussed with me.

1 MS. SCHMAEDICK: So they don't
2 require any type of certification or any type
3 of documentation at all?

4 THE WITNESS: As far as food
5 safety certification or documentation? They
6 have not -- none of my buyers have approached
7 me about food safety certification or
8 documentation. I am a certified organic
9 grower, I do provide them with a copy of my
10 organic certification certificate each year.

11 MS. SCHMAEDICK: And what about
12 good agricultural practices?

13 THE WITNESS: It has never been an
14 issue between me and my buyers.

15 MS. SCHMAEDICK: You mentioned
16 Iowa State University's Leopold Center.

17 THE WITNESS: Yes.

18 MS. SCHMAEDICK: Is that a land
19 grant university?

20 THE WITNESS: Iowa State
21 University is a land grant university, yes.

22 MS. SCHMAEDICK: So what is your

1 opinion of including a representative, or more
2 than one representative, of land grant
3 universities on the technical review board?
4 Do you think that's a good idea?

5 THE WITNESS: I think that it's a
6 fine idea. I don't know that I'd so far as to
7 say it's a good idea, but it's a fine idea.
8 I mean, I don't have a problem with it. I
9 work with the food safety extension agent at
10 Iowa State University as part of my work with
11 the Leopold Center and appreciate very much
12 his comments and sensitivity to the issues
13 that we face on the farm. He has certainly
14 helped us to upgrade our own operation, which
15 I do genuinely appreciate.

16 As far as the appropriateness of
17 having somebody in that realm on the
18 committee, I don't know how to speak to that.

19 MS. SCHMAEDICK: Well I guess my
20 question is, you stated that you feel that
21 there isn't a venue for certain interests to
22 be represented in the way that this proposal

1 has been put forward, and I'm just wondering
2 if -- and then you mentioned, the Leopold
3 Center.

4 THE WITNESS: Right.

5 MS. SCHMAEDICK: So, if the
6 Leopold Center were able to participate, would
7 they be a good. I guess ambassador of your
8 concerns?

9 THE WITNESS: Yes, I think that I
10 believe that if Sam Beattie from the Iowa
11 State University was the person that you
12 selected to do that then yes, in that
13 particular instance, with that particular
14 individual, that he would be a good ambassador
15 of the concerns that I and my fellow small
16 organic farmers have. However, I don't see --
17 it's -- you use a good term, ambassador in --
18 that is all he is. When you've got 23 people
19 on a committee, and 10 of those people are
20 from the two states that have the most
21 interest and the most industrial methods of
22 leafy greens production, then having one

1 ambassador there is not going to make a whole
2 lot of difference in -- and yeah, you get a
3 chance to have your voice heard, but that's
4 it.

5 MS. SCHMAEDICK: Is 10 the
6 majority of 23?

7 THE WITNESS: No, ten is not the
8 majority of 23, but as I noted in my
9 testimony, ten is a majority of the handlers
10 and producers. In other words, the industry
11 representatives on this committee. I mean, I
12 see -- you know, I have been involved in
13 constructing bylaws for organizations that
14 have sought to have representatives from
15 different realms, and I understand the
16 challenge that you're up against here, and
17 you're right, it's not. But, I still don't
18 think that I -- I do think that this gives the
19 majority of the political power within --
20 political within the context of the committee,
21 it gives the majority of the political power
22 to those regions that have the most industrial

1 base of production.

2 MS. SCHMAEDICK: Do you have any
3 recommendations that you would support as
4 being a fairer representation?

5 THE WITNESS: I think I -- no, I
6 don't. And, I don't because I think that
7 really you're asking industry to be in the
8 position here of regulating themselves and, I
9 think that one of the reasons that we take
10 regulation out of the hands of the industry is
11 in it is an attempt to avoid the biases that
12 come from having -- no insult, but having
13 forces that can afford to hire attorneys, who
14 can spend weeks on this stuff instead of
15 trying to cram it in in the evenings after
16 they've read bedtime stories to their kids.
17 You know, that you are dealing with an
18 entirely different structure there. So I --
19 I mean, I don't think that changing the
20 committee structure is going to address what
21 I feel is the inherent flaw of having an
22 industry driven regulatory body.

1 MS. SCHMAEDICK: Based on your
2 understanding of the proposal, who -- what
3 body would ultimately decide if metrics were
4 implemented?

5 THE WITNESS: My understanding of
6 the proposal is that the administrative
7 committee, the National Leafy Green Vegetable
8 Administrative Committee, would be the body
9 that would ultimately have control of the
10 metrics that are implemented.

11 MS. SCHMAEDICK: Do you have a
12 copy of the proposal in front of you?

13 THE WITNESS: I do.

14 MS. SCHMAEDICK: I would like to
15 direct your attention to 970.67.

16 THE WITNESS: Okay.

17 MS. SCHMAEDICK: Could you read
18 that first sentence please?

19 THE WITNESS: Audit metrics shall
20 be recommended by the committee to USDA for
21 approval after consultation with the technical
22 review board.

1 Are you asking me to comment on
2 that as well?

3 JUDGE HILLSON: I don't think she
4 asked you anything other than what you did, so
5 --

6 THE WITNESS: Okay.

7 JUDGE HILLSON: -- I was waiting
8 for another question.

9 MS. SCHMAEDICK: So, based on your
10 reading of that sentence, does the committee
11 have ultimate approval of the metrics?

12 THE WITNESS: If you're looking
13 for a simple yes or no answer, then the answer
14 would be no.

15 MS. SCHMAEDICK: Were you present
16 earlier this morning?

17 THE WITNESS: Yeah, I've been here
18 all day.

19 MS. SCHMAEDICK: Okay. So, on
20 page two of your testimony, you state it seems
21 fair to assume that the NLGMA would follow the
22 same general outline as the California NLGMA

1 with regard to production metrics. Can you
2 explain to me why it would seem fair to make
3 that assumption?

4 THE WITNESS: Because the
5 committee that a majority of the producers and
6 handlers on the committee that makes a
7 recommendation to the USDA is going to be made
8 up of people from the two zones that have --
9 within which the California and Arizona LGMA
10 is -- existed -- I'm sorry, I didn't -- I
11 don't want to diagram that sentence.

12 I -- and, that seems to be the
13 model that were working from. I mean, the
14 proponents are the California and Arizona
15 leafy greens marketing groups. I mean,
16 they're the same folks that were behind that.
17 So, I think in absence anything else, and I
18 appreciated the testimony, and I really
19 appreciate the statements that were made by
20 the proponents this morning, about their
21 intentions to have this be an open process,
22 that does foster and recognize regional

1 differences, but I still think that it seems
2 likely that it's not going to -- that actually
3 implementing that, given the structures that
4 are here, and given the players who are
5 involved, it just doesn't seem likely that it
6 would be any different.

7 MS. SCHMAEDICK: Is there anything
8 in the proposed agreement language that would
9 prevent grass or wetland buffers?

10 THE WITNESS: There are no
11 production metrics, I think it's fair to say,
12 to discuss in the proposed agreements.

13 MS. SCHMAEDICK: So, is it
14 possible that metrics that would allow for
15 vegetated buffer zones be created?

16 THE WITNESS: It's absolutely
17 possible that that would happen. I actually
18 think one of the proponents discussed that
19 this morning. I was heartened to hear that.

20 THE WITNESS: You state that the
21 NLGMA provides for market differentiation on
22 the basis of perceived safety. Can you

1 explain how the NLGMA provides for market
2 differentiation?

3 It's on page three of your
4 testimony. It's the first paragraph under the
5 heading, the NLGMA would have a negative
6 effect on small and local producers.

7 THE WITNESS: Thank you. The
8 NLGMA provides for market differentiation by
9 stating that -- the NLGMA, in section 970.75,
10 makes provision for the establishment of
11 promotional activities to promote the
12 acceptance of the agreement, and of leafy
13 green vegetables or products handled by
14 signatory members.

15 So, basically, you're creating two
16 classes of product in that situation. There's
17 a class of product that is handled by
18 signatory members and there's a class of
19 product that is not handled by signatory
20 members. So, right there, you have a form of
21 market differentiation. You wouldn't have a
22 marketing agreement if you didn't want market

1 marketing differentiation.

2 MS. SCHMAEDICK: You further state
3 that farms like yours, small-scale direct
4 marketing growers, are likely to have the
5 economically important direct to retail outlet
6 closed to you. What in the proposed language
7 leads you to that conclusion?

8 THE WITNESS: Because the NLGMA
9 seeks to differentiate signatory products from
10 non-signatory products, if a small-scale
11 direct marketing grower who as part of their
12 strategy markets direct to retail outlets or
13 direct to wholesale distributors, suffers a
14 marketing -- market disadvantage by not
15 participating in the program, then that avenue
16 could well be closed to them.

17 The website for the California
18 NLGMA makes reference to the fact that -- the
19 California NLGMA website makes reference to
20 the idea that market -- that produce buyers
21 support the seal and support the LGMA by not
22 buying from non-signatory parties. Okay, so

1 it has, again, assuming that the same
2 marketing strategy would be followed and given
3 the marketing committees that are set up
4 within the proposed rule, I would -- I mean,
5 you would be -- it would be ludicrous for
6 somebody who was promoting the NLGMA not to
7 say to the wholesale distributors that
8 signatory members are selling to, hey, you
9 guys should only be buying from us, because if
10 you buy from these other guys, then you're not
11 supporting these food safety standards. And
12 so right there, I mean, that -- you're
13 starting to close doors.

14 MS. SCHMAEDICK: Under the
15 proposed language are -- would retailers
16 allowed to be signatory handlers?

17 THE WITNESS: No, and I don't
18 believe that's what I said.

19 MS. SCHMAEDICK: Well, if you
20 state that you would have your direct to
21 retail outlets closed to you, --

22 THE WITNESS: Okay, if I'm -- I'm

1 sorry. Did I just interrupt you?

2 MS. SCHMAEDICK: Well, I'm just
3 trying to understand. If retailers -- if I
4 understand the proposal correctly, retailers
5 could not be signatories. So, then, the
6 buyer/seller relationship is between you and
7 your customer, and if they're not a signatory
8 handler, then how -- how does that impact you?

9 THE WITNESS: Because if my
10 customer has made a decision only to, for
11 legal or other -- legal or marketing reasons,
12 to only purchase leafy greens from NLGMA
13 signatories and I'm not an NLGMA signatory,
14 then they aren't going to purchase greens from
15 me. So, that does have an effect on my
16 relationship with a retailer.

17 And I -- I feel like maybe I'm not
18 being clear about that. It seems -- it just
19 seems -- I mean, it just seems really obvious
20 to me, but maybe I'm -- maybe it's that you
21 and I disagree about it, but it's just -- I
22 seem like I'm missing something in your line

1 of questioning .

2 JUDGE HILLSON: Well, you just
3 answer them as best you can.

4 THE WITNESS: Okay.

5 JUDGE HILLSON: And, she'll ask
6 them and that's what we do here.

7 THE WITNESS: Okay.

8 MS. SCHMAEDICK: Okay. I'm just -
9 - I'm curious. In your opinion, is the
10 National Organic Program a marketing program?

11 THE WITNESS: Yes.

12 MS. SCHMAEDICK: So, all of the
13 practices that are outlined under the NOP are
14 for marketing purposes and not for other
15 purposes, production, handling guidelines?

16 THE WITNESS: I'm afraid I don't
17 understand the question.

18 MS. SCHMAEDICK: Okay, thank you.
19 No further questions.

20 JUDGE HILLSON: Anything else from
21 the USDA panel? Ms. Deskins, go ahead.

22 MS. DESKINS: Sharlene Deskins,

1 Office of General Counsel. I just wanted to
2 clarify the type of leafy greens that you
3 grow. You mentioned that you grow herbs,
4 cilantro and parsley. Is there anything else
5 in the definition that you grow? The
6 definition is on -- it's 970.15.

7 THE WITNESS: Yep. Yeah, I grow
8 arugula, cabbage, red, green, and savoy,
9 chard, cilantro, endive, escarole, kale,
10 lettuce, leaf, butter, head, and romain,
11 parsley, radicchio, spinach, spring mix. And,
12 I actually think I grow almost everything that
13 you guys have listed in the spring mix except
14 for the endigia.

15 MS. DESKINS: Okay, thank you.

16 THE WITNESS: Thanks. Thanks for
17 asking.

18 JUDGE HILLSON: Anything else from
19 the USDA panel? Ms. Dash?

20 MS. DASH: Suzanne Dash. I may be
21 making you repeat something, but I just wanted
22 to ask, if there is a national agreement, do

1 you believe that your current buyers will say
2 that they only want to buy from growers or
3 handlers that are covered under the agreement?

4 THE WITNESS: I am concerned that
5 they would feel a legal pressure, because food
6 safety is a litigious issue, to only buy --
7 and once it's instituted as a -- in a quasi-
8 regulatory framework such as this, that they
9 would feel pressured to only buy from
10 signatory farms.

11 MS. DASH: And, is that why you
12 said that the agreement would limit the
13 ability of small-market growers to make a
14 living?

15 THE WITNESS: Yes.

16 MS. DASH: Thank you, that's all I
17 had.

18 THE WITNESS: Thanks.

19 JUDGE HILLSON: Anything else from
20 the panel? Are there any questions from out
21 here in the audience? Do you have a question
22 or comment? Any comments are made over here,

1 under oath, okay? What about from the
2 proponent table?

3 EXAMINATION - BY PROPONENTS

4 MR. STENZEL: One quick question.
5 Thank you very much for being here, I
6 appreciate your testimony.

7 JUDGE HILLSON: Would you kindly -
8 I know who you are.

9 MR. STENZEL: I'm sorry. Tom
10 Stenzel, United Fresh Produce Association.
11 When it comes to food safety, you said FDA
12 really is the proper agency to enforce food
13 safety regulations. Is that correct?

14 THE WITNESS: That is what I said,
15 yes.

16 MR. STENZEL: Okay. Do you feel
17 that a consistent, across the board, mandatory
18 approach from FDA would be in the best
19 interest of small producers?

20 THE WITNESS: It depends on what
21 is encompassed in that consistent approach.
22 I think that there are -- there would be ways

1 to structure a regulation in order to provide
2 for that, yes.

3 MR. STENZEL: And, you're
4 concerned about a marketing agreement as that
5 some participate and some don't, and
6 therefore, it creates kind-of a two-tiered
7 relationship. Is that --

8 THE WITNESS: That's correct.

9 MR. STENZEL: Okay.

10 THE WITNESS: And that it's -- and
11 that -- unlike organic, it's making a claim
12 about an outcome, okay? The LGMA is about
13 food safety. It's about an outcome. So, it's
14 making a -- it's inherently making a claim
15 that this is a safer product than something
16 that is not LG -- that is not produced or
17 handled by an LGMA signatory.

18 MR. STENZEL: Let me ask you a
19 hypothetical question. If we're all in this
20 together, we're all trying to show the highest
21 level of food safety, which I believe we are,
22 how would you go about implementing a

1 consistent, nationwide framework that
2 everybody complies with, with regional
3 differences in the things that we've already
4 talked about, but something that the consumer
5 could trust all of our products?

6 THE WITNESS: I think that having
7 a system that was based on outcomes, and --
8 yeah, I think that a system that was based on
9 outcomes would provide more confidence and
10 more flexibility than than something that was
11 based on -- that is process oriented.

12 I mean, obviously there are
13 fundamental processes, you've got to wash your
14 hands, you've got to have bathrooms for your
15 employees, okay, I think that if you were to
16 base things on outcomes, is the product safe?
17 Have you taken the sorts of steps to -- and I
18 -- okay, I'm going to admit to being a little
19 fuzzy on the CITA (phonetic spelling)
20 regulations that went through, maybe 10 or 12
21 years ago, but they basically set up a system
22 where they said, you know, you have to take

1 certain steps to reduce the pathogen load, and
2 there were -- and you could pick and choose,
3 you know -- every situation is unique, but
4 have you taken steps to reduce the pathogen
5 load down to an acceptable level? I mean
6 we're always going to have pathogens in our
7 food, unless, you guys are certainly aren't
8 out there promoting, like, hydroponics and
9 enclosed atmosphere-controlled greenhouses
10 just yet, and, just so -- so, I think that we
11 are going to be dealing with pathogens in the
12 environment, and the question is, how to
13 reduce those and I think that there are
14 different approaches to that that aren't
15 necessarily based on region or scale or
16 production methods. I mean, it seems like
17 we're kind of missing something when we get all
18 caught up in just those ideas.

19 MR. STENZEL: Are you familiar
20 with FDA's guidance document on leafy greens
21 or even their good agricultural practices from
22 the 1998 --

1 THE WITNESS: Yeah, I'm --
2 familiar with would be the right term.

3 MR. STENZEL: If they go to make
4 that type of process that FDA has already
5 issued become, kind of, the nationwide
6 consistent approach, would you support that?

7 THE WITNESS: I don't know the
8 answer to the question. I haven't taken the
9 opportunity to study that closely enough.
10 Thank you for asking.

11 MR. STENZEL: And one last
12 question, you referred to the marketing
13 agreement as an industry self regulation, and
14 I know that's a concern that has been
15 expressed. But, are you aware that the
16 proposal, itself, says it would recognize
17 FDA's authority to set the standard as a
18 public health agency for the US government,
19 and that the agreement would have to recognize
20 and enforce those standards, not determine its
21 own?

22 THE WITNESS: Yes, I'm aware that

1 it says that. And, you know, which case I --
2 on reading that, had a question about those --
3 if the implementation of regulations is
4 imminent, which was -- which seemed to be a
5 thrust of what the proponents were saying this
6 morning, it, I guess to me, calls into further
7 question, what's the need for an NLGMA and
8 does that just muddy the waters instead of
9 making it more clear?

10 MR. STENZEL: Have you seen any of
11 the comments from the FDA regarding of how
12 they might look at a marketing agreement as
13 providing an extra means for assurance or
14 compliance auditing?

15 THE WITNESS: I have not.

16 MR. STENZEL: Thank you.

17 THE WITNESS: Thank you.

18 JUDGE HILLSON: Anything else from
19 the panel? Mr. Giclas?

20 MR. GICLAS: Mr. Blanchard, thank
21 you for your testimony today. I just had a
22 couple of questions.

1 First of all, do you believe that
2 organic program requirements and food safety
3 requirements are difficult to reconcile in the
4 same operation?

5 THE WITNESS: No.

6 MR. GICLAS: Okay. Are you aware
7 -- you talked a little bit about the
8 California agreement. Are you aware of the
9 fact that in the California marketing
10 agreement, approximately 20% of their board is
11 actually organic producers as well as
12 conventional producers?

13 THE WITNESS: I wouldn't have any
14 problem believing that.

15 MR. GICLAS: I'm curious about
16 some of the -- you know, some of the citations
17 in your testimony that kind of referred to the
18 practices associated with the California
19 agreement as, I think, being the potential
20 starting point for the national agreement. Do
21 you think that the national agreement and it's
22 proposed process for metrics development

1 presents an opportunity to go back and, you
2 know, sort of -- you know, refine those food
3 safety metrics and audit metrics?

4 THE WITNESS: I would certainly
5 hope that if the NLGMA gets approved and goes
6 forward, that it would provide that
7 opportunity and that the sorts of things that
8 the proponents said this morning about the
9 intention to include a diversity of voices in
10 the process would be taken seriously.

11 MR. GICLAS: In areas where
12 industry doesn't know the precise, you know,
13 risk that might be attributable to, say,
14 wildlife, for the sake of argument, would you
15 encourage the industry to act with a
16 precautionary approach, or would you encourage
17 them rather not to act until they have
18 definitive information?

19 THE WITNESS: You know, it's
20 funny, because you can -- the precautionary
21 approach or the precautionary principle can be
22 in conflict, depending on what goals you are

1 applying it to. I guess I would need to give
2 that some more serious thought. I think
3 there's certainly room for making some
4 scientific conjecture, if you will, to say
5 that, gee, you know if you were to -- if that
6 were the case that mice carry E. coli 0157,
7 that maybe that means that rats are likely to,
8 too. That might be a logical sort of a
9 connection to make. I think that identifying
10 the areas where research needs to be carried
11 out, and again, making sure that there is a
12 serious process for revisiting the metrics on
13 a periodic basis, would be an important
14 element if this is approved.

15 MR. GICLAS: So, in an area where
16 we might know there's a small amount of risk
17 but we don't know, you know, whether that
18 right level of risk is acceptable or not, you
19 wouldn't necessary necessarily discourage the
20 industry from acting out of an abundance of
21 caution in those areas.

22 THE WITNESS: Yeah. You know, I'm

1 just not sure answer that one.

2 MR. GICLAS: Yeah, well, and I can
3 see you struggling with that one. So, let me
4 try to make it -- rephrase my question or make
5 it clearer.

6 THE WITNESS: Thanks.

7 MR. GICLAS: Let's talk about
8 deer, there's a variety of research that's
9 associated with deer. I think the risk can
10 be, depending on what study that you look at,
11 can range anywhere from, you know, one half of
12 one percent up to 2.4, 3%. So I guess my
13 question is, knowing that there is some risk,
14 knowing that that's a small amount of risk,
15 what's the acceptable level of risk at which
16 you draw the line and not have to address that
17 concern?

18 THE WITNESS: I'll be honest,
19 that's the sort of question that keeps me up
20 at night. As a producer, I mean, it makes me
21 sick to my stomach to have to think about what
22 is an acceptable level of risk. Okay, but we

1 also grow in the environment and the actions
2 that we take in the interest of, perhaps,
3 eliminating all pathogens from our food might
4 have impacts downstream that are far more
5 devastating.

6 So, I find it to be, frankly, a
7 morally confusing issue and one that I think
8 bears serious thought and consideration not
9 only at an industry level, but as a society
10 level where we're not likely to get it.
11 Sorry, I can't give you a good answer to that
12 one.

13 MR. GICLAS: No, I appreciate the
14 answer that you gave and I don't have another
15 question, so thank you very much.

16 JUDGE HILLSON: Okay, Mr. Resnick?

17 MR. RESNICK: Thank you. Jason
18 Resnick, Western Growers. Mr. Blanchard,
19 thank you very much for your testimony today.
20 I also want to thank you for sharing the
21 anecdote about your son. I'm sorry that your
22 son had to go through that, and you understand

1 food safety from a very personal perspective,
2 and I think that's what we're all trying to
3 avoid, anyone getting sick. So, I appreciate
4 you sharing that.

5 I wanted to ask you about some of
6 your references to the California NLGMA and I
7 was wondering if it's your belief that, for
8 example, hedgerows or grasslands or wetlands
9 are required to be removed pursuant to the
10 California NLGMA?

11 THE WITNESS: Based on the
12 readings that I did in preparation for this
13 opportunity, as well as the testimony that was
14 given by the proponents this morning, I have
15 to say that it's not really clear. The
16 sequence, and -- of events and processes that
17 were followed following the 2006 spinach
18 outbreak, it just looks murky out there. And,
19 it's hard to tell, you know, what was
20 California, what was the super metrics, what
21 was -- you know, what was just people getting
22 wild here. I don't know. I honestly don't

1 know.

2 MR. RESNICK: Have you read the
3 California NLGMA metrics?

4 THE WITNESS: I tried to get
5 through those those before I came out here,
6 you know, unfortunately, this is an extremely
7 busy time of year. I only found out that I
8 was going to be coming to this event three
9 weeks ago, and have been trying to make the
10 most of it. So, I've scanned them, but to say
11 that I have read them, it would be like my son
12 saying that he did his math homework.

13 MR. RESNICK: We should not
14 believe you?

15 THE WITNESS: You should not
16 believe it.

17 MR. RESNICK: Okay. You heard Mr.
18 Giclas' testimony earlier that the California
19 LGMA, for example, does not require the
20 removal of habitat or wetlands, grasslands,
21 hedgerows, and things like that.

22 THE WITNESS: Yes, I did hear that

1 testimony.

2 MR. RESNICK: You wouldn't
3 disagree with that testimony, would you?

4 THE WITNESS: I wouldn't have a
5 basis for disagreeing. I would approach it
6 with a certain amount of skepticism without
7 questioning Mr. Giclas' integrity.

8 MR. RESNICK: Fair enough. You --
9 did you read Jo Ann Baumgartner's survey of
10 farmers by the Monterey Resource Conservation
11 District?

12 THE WITNESS: Yeah, I believe
13 you're asking if I read that part of her
14 testimony?

15 MR. RESNICK: If you actually read
16 the survey.

17 THE WITNESS: I did not actually
18 read the survey, no.

19 MR. RESNICK: You read Ms.
20 Baumgartner's testimony?

21 THE WITNESS: That's correct.

22 MR. RESNICK: Are you able to

1 distinguish from that testimony, what
2 contributed to the allegations of removal of
3 habitat and things like that, if those were
4 required by the California LGMA or if those
5 were required by suppliers -- excuse me, by
6 receivers and buyers, so-called super metrics?

7 THE WITNESS: Without reading
8 those upon being asked the question, I don't
9 feel like I can really answer the question.
10 It's been several years days and a whole lot
11 of LGMA terminology since I had a careful look
12 at that.

13 MR. RESNICK: Understand, are you
14 aware of the term that's been used in other
15 testimony, super metrics?

16 THE WITNESS: Yes, I am.

17 MR. RESNICK: What's your
18 understanding of that term?

19 THE WITNESS: My understanding is
20 that the super metrics are metrics that go
21 above and beyond those required by the LGMA,
22 or perhaps, in place before the California

1 LGMA came into place, that are more severe in
2 how they deal with a severe -- severe is the
3 wrong term -- they are more strict in how they
4 deal with the food safety issues, or maybe err
5 more towards the precautionary side of things
6 with less regard in general to other
7 mitigating circumstances, like environmental
8 concerns.

9 MR. RESNICK: And do you believe
10 that a food safety approach should have --
11 should balance environmental and habitat
12 concerns?

13 THE WITNESS: Yes.

14 MR. RESNICK: As well as food
15 safety?

16 THE WITNESS: As I said in
17 response to questions from Mr. Giclas, yeah.
18 I mean, again, that's the tension that keeps
19 me awake at night. You know, it's -- we can't
20 disregard the natural environment that we're
21 in, because we're in it. You know, we live
22 with it, and other people have to live with it

1 too. But, other people have to live with the
2 food we produce. That's a -- yeah, you have
3 to balance those things out. I don't know
4 where the line is.

5 MR. RESNICK: If the national LGMA
6 were to be adopted and implemented, and it had
7 the effect of reducing the number of so-called
8 super metrics, and showed -- and demonstrated
9 more balance with the environment and managing
10 those concerns, would that be an improvement
11 of the over the status quo?

12 THE WITNESS: Sorry, I believe
13 that the only thing you're asking about was
14 whether it reduced the effect of the super
15 metrics. Is that right?

16 MR. RESNICK: If that were the
17 effect -- if that were one of the effects --

18 THE WITNESS: Okay.

19 MR. RESNICK: -- of the national
20 NLGMA, would that be better than what we have
21 now?

22 THE WITNESS: I don't know. There

1 are so many factors that go into that, I don't
2 know how to answer that question, just based
3 on the -- that one metric, if you will.

4 MR. RESNICK: Would a reduction in
5 buyer or receiver standards that go beyond
6 mere co-management of food safety and other
7 biological and environmental concerns, would
8 that be a good thing?

9 THE WITNESS: Yeah, on the face of
10 that, that would seem to be a good thing.

11 MR. RESNICK: If you had the
12 opportunity to provide input into the national
13 LGMA process after assuming it were to be
14 adopted, after its adoption, would you be
15 willing to provide input into that process?
16 Into the development of metrics?

17 THE WITNESS: Insofar as the
18 limitations on my time as a single father, as
19 a educator, as an activist already, as a
20 farmer were to allow, but I mean, frankly, if
21 the opportunity to do but is on October 6 of
22 next year, I'm going to be hard-pressed to

1 leave the farm, and I -- you know, my field
2 assistant is going to kill me if I do this
3 again.

4 MR. RESNICK: There may be other
5 times that may be more available to you?

6 THE WITNESS: Yeah, and I also
7 understand, I mean, you know, my high season
8 is not necessarily the high season of the
9 people that you are representing, and so, I
10 think that's a challenge. But yeah, I mean,
11 if this goes through, then obviously I have an
12 interest in making sure, at that point, that
13 it does the best possible job, but until that
14 time, I'm going to hope that it doesn't.

15 MR. RESNICK: I appreciate that.
16 Thank you very much. I have nothing further.

17 JUDGE HILLSON: Let me just ask
18 once again, if there are any more questions
19 from anyone here? Thank you, Mr. Blanchard,
20 you may step down.

21 THE WITNESS: Thank you for the
22 opportunity to speak today.

1 JUDGE HILLSON: Oh, do you have a
2 question? Hang on a --

3 THE WITNESS: Okay.

4 JUDGE HILLSON: Could you identify
5 yourself please?

6 EXAMINATION - BY THE PUBLIC

7 MR. DUNCANSON: My name is Bruce
8 Duncanson, D-U-N-C-A-N-S-O-N, B B-R-U-C-E.
9 currently, your farm operations are managed by
10 the FDA, your rules and regulations, your best
11 practices, the EPA, USDA, there's 3 government
12 agencies that --

13 THE WITNESS: There's probably a
14 good mishmash of people that are telling you
15 what I should and shouldn't be doing on the
16 farm, yes.

17 MR. DUNCANSON: And, they're
18 already in place and we're paying for them and
19 so -- basically, all consumers sure that cost?
20 As taxpayers?

21 THE WITNESS: I think that's
22 probably a fair assessment of the situation.

1 MR. DUNCANSON: Do you have any
2 idea how much extra consumers would have to
3 pay to man, staff, regulate this NLGMA thing
4 that I believe vegetable washing could take
5 care of? How much would that be?

6 THE WITNESS: Well, what did you
7 guys -- well, you guys had a price per case on
8 there.

9 JUDGE HILLSON: He's asking you a
10 question.

11 THE WITNESS: I think it's
12 something like --

13 JUDGE HILLSON: Please answer his
14 --

15 THE WITNESS: -- \$.02 a case. I
16 don't think it would add -- frankly, I don't
17 think it would have that much. To the -- to
18 what consumers would be paying. That doesn't
19 seem to be the primary issue here. And on --
20 I also think it's worth noting, washing
21 produce doesn't do any good for getting
22 contamination out of the produce. I mean,

1 once you get poop on your food, you've got
2 poop in the food. And rinsing it off,
3 actually, frankly, just doesn't do a whole lot
4 of good.

5 It gets right into the crevices that are there
6 on a microscopic level, I mean, you've got to
7 be keep the poop off the food first.

8 MR. DUNCANSON: Uh-huh. Excuse
9 me, I didn't know that.

10 THE WITNESS: Yeah. I mean,
11 that's something a lot of people don't
12 realize. I mean, that's -- it's -- you know,
13 and I hate to be so blunt about it, but that's
14 what boils down to.

15 MR. DUNCANSON: How many cases of
16 food are produced?

17 THE WITNESS: On my farm?

18 MR. DUNCANSON: Well, \$.02 a case,
19 these gentlemen are here from out of town, it
20 must be a lot of cases of food that this
21 country produces.

22 THE WITNESS: Yeah, I would assume

1 that it's a lot.

2 MR. DUNCANSON: Thanks.

3 THE WITNESS: You bet.

4 JUDGE HILLSON: Thanks, Mr.

5 Blanchard. Thank you very much for
6 testifying.

7 THE WITNESS: Thank you.

8 JUDGE HILLSON: And, Ms. Lovera,
9 call your next witness?

10 MS. LOVERA: Brian Snyder.

11 JUDGE HILLSON: I'm marking Mr.
12 Snyder's written testimony as Exhibit 67.

13 (Whereupon, Exhibit 67 was marked
14 for identification.)

15 Whereupon,

16 BRIAN SNYDER

17 having been first duly sworn, was
18 called as a witness herein, was examined and
19 testified as follows:

20 EXAMINATION - DIRECT

21 JUDGE HILLSON: Could you please
22 state your name and spell it for the record?

1 THE WITNESS: My name is Brian
2 Snyder, it's spelled B-R-I-A-N S-N-Y-D-E-R.

3 JUDGE HILLSON: And, you want to
4 read a written statement, I take it?

5 THE WITNESS: Yes I do.

6 JUDGE HILLSON: Go right ahead.

7 THE WITNESS: My name is Brian
8 Snyder, and I am executive director of the
9 Pennsylvania Association for Sustainable
10 Agriculture, better known as PASA. Our
11 organization, chartered in 1992, represents
12 nearly 6000 people, the majority of whom are
13 farmers, mostly distributed throughout the
14 Commonwealth of Pennsylvania and in
15 surrounding states, including here in Ohio.
16 Our programs include educational workshops
17 featuring farmer -to-farmer exchange of
18 information and marketing activities focused
19 on the regions we serve within Pennsylvania.
20 However, PASA is best known for our annual
21 conference, held in State College each
22 February and drawing 2000 participants from

1 across the United States and several foreign
2 countries. In fact, we recently had 40 states
3 represented in our annual conference, so it
4 gives you an idea of how many people do come
5 from across the country.

6 About half of PASA's farmers
7 members are involved in raising leafy green
8 vegetables and other vegetables as a component
9 of diversified production systems aimed at
10 local and regional markets. Most of those
11 sales are direct to consumer, though farmers
12 markets, restaurants and community supported
13 agricultural programs. In fact, a small but
14 increasing number of our CSA farms sell over
15 1000 shares of the harvest, some as much as
16 2000 or more, each year to their eager
17 customers, showing how popular that model has
18 become in recent times. With shares running
19 in the \$500 to \$700 per share range, you can
20 see that there have been a lot of questions
21 about the small farm definition, based on the
22 small business definition, and you can see

1 that a number of these farms are actually
2 larger farms. But an increasing number of
3 these and other smaller farms balance their
4 direct sales with other market venues through
5 handlers as they have been defined in the
6 notice of this hearing. Such sales allow for
7 expansion of farming operations, but more
8 importantly, for diversification of markets as
9 part of an overall strategy to manage risk on
10 the farm. We anticipate this trend continuing
11 in the immediate future as more and more
12 retailers and distributors consider strategies
13 for aggregating fresh products from a broad
14 array of locally and regionally-based farms.

15 Other efforts to maximize revenue
16 while minimizing risk in the marketing of
17 fresh products from our members' farms include
18 certification programs of various kinds,
19 predominantly but not exclusively organic, and
20 the employment of specialized methods and
21 techniques that are meant to protect the
22 environment or better serve communities while

1 also keeping the farms viable. A common
2 factor in nearly all these strategies,
3 however, is that the identity of the farm and
4 the farmer involved is maintained and reported
5 to consumers who buy these products. This is
6 a practice that guarantees traceability of the
7 food being sold even as it increases consumer
8 confidence in less tangible ways. So much is
9 said that these days about modern consumers
10 being out of touch with the sources of their
11 food, almost everything our members do in
12 terms of marketing is intended to directly
13 address and rectify that problem.

14 To come right out with it, PASA is
15 opposed to the leafy greens marketing
16 agreement as posted in the Federal Register on
17 September 3, 2009, and being discussed at this
18 hearing today. We derive very little comfort
19 from the statement that the proposal was
20 submitted by a group of representatives, or
21 proponents, of a cross-section of producer and
22 handler members of the fresh produce industry

1 that claims, quote, to represent the majority
2 of the volume of leafy green vegetables
3 produced for the US fresh market, unquote,
4 stated as though the vegetables themselves
5 were being asked to vote on the matter. I
6 think -- you know, as I reflect on this, and
7 I've been here all day, and listening, and
8 I've found it very interesting in thinking the
9 conversations like this are going to get us
10 places that we haven't been able to get so
11 far. But, one of the things that I would
12 think the Agricultural Marketing Service would
13 be alarmed by is the news that 90% of the
14 leafy greens in this country come from two
15 states. It seems to me like that might be a
16 situation of risk that we should be trying to
17 address as part of this overall strategy. We
18 need to diversify the sources of these
19 products. The list of proponents does not
20 look representative at all, to us, whether
21 assessed from the perspective of geography,
22 market segmentation, or consumer preferences.

1 We all know and appreciate the
2 role of the United States Department of
3 Agriculture in supporting the agricultural
4 community as broadly as possible. To that
5 end, it often ends up that the status quo,
6 quote-unquote, majority -- I realize, majority
7 is being used in many diferent ways here today
8 -- in this community gets supported to the
9 detriment of some of its most innovative
10 members who happen to be in the minority, that
11 is, if you're counting the vegetables. I
12 submit that it is not only the responsibility
13 of USDA to support the way things are in
14 agriculture, but more importantly, the way
15 things could or ought to be in the future,
16 especially as we work together to assure the
17 safety of food for public consumption.
18 Consumers increasingly understand that the
19 safety of their food supply is indelibly
20 linked to an understanding of the sources of
21 that food, most particularly involving the
22 ways in which food is produced, handled,

1 packaged, and shipped to their local market
2 outlets. Following both the science and
3 common sense involved, and I think I heard one
4 of the Amish farmers mention common sense
5 today, it's not a bad term to be using here --
6 these consumers are asking for more
7 diversified food systems that are locally
8 and/or regionally based, emphasizing thorough
9 and reliable information, which enables
10 average people can make wise choices on behalf
11 of their families.

12 Simply put, we believe the
13 proposed agreement has been presented on
14 behalf of a predominantly consolidated
15 industry in the interest of increasing and
16 solidifying that consolidation for the longer-
17 term future. Once a handler becomes a
18 signatory to this agreement, and the pressure
19 to do so will likely seem nothing like a
20 voluntary process, they will become part of
21 the system and forbidden to deal with
22 producers and other handlers who are not, and

1 that is stated in the -- in what was published
2 in the Federal Register. The handler may have
3 some limited choice in signing on, but
4 producers who wish to access the markets
5 represented by that handler will not, they
6 will lose their choice. This will almost
7 necessarily decrease consumer choice as well,
8 and more significantly, move the whole system
9 away from that place our collective conscience
10 would direct us, that is, to a more widely
11 diversified and dispersed arrangement that
12 minimizes risk for everyone involved, whether
13 we're talking about food safety or economic
14 security, which is something I would think we
15 would be talking about here today, with the
16 Agricultural Marketing Service.

17 The AMS is intended to serve the
18 marketing needs of the agricultural community
19 in this country. Their own administration has
20 stated that AMS is not a food safety agency.
21 But, I submit that while it may might serve
22 the immediate marketing needs of the largest

1 producers, and most vegetables, as the hearing
2 notice makes clear, the current proposal would
3 in fact fail to support the majority of
4 growers who now produce leafy greens on a
5 variety of scales. Of course that majority of
6 growers might well become the minority soon
7 enough because the LGMA will likely force them
8 to comply or step aside altogether, and I've
9 heard this from farmers in our state that are
10 worried that, as you've heard some today, that
11 this is going to be the end of their attempt
12 to stay in the business. From a marketing
13 point of view, the last thing most smaller
14 sized independent farmers need right now,
15 whether we're talking about leafy greens,
16 dairy products or other commodity-specific
17 group is a government-sponsored, vertically
18 integrated, market syndicate against which
19 they must compete.

20 Besides this underlying potential
21 reality to which we are firmly opposed, PASA
22 also has the following specific points to make

1 with respect to the LGMA proposal as
2 published.

3 There are no protections built
4 into the current proposal for producers who
5 might need to meet multiple inspection
6 regimens including especially the requirements
7 of organic certification in order to market
8 their products. Many of these producers are
9 also facing requirements imposed by specific
10 market outlets, for example, supermarkets, you
11 all know this, and it seems that new FDA
12 regulations and compliance procedures may be
13 in the pipeline as well. And, I'm not as
14 excited about the FDA option as, maybe, some
15 other speakers have been.

16 For a program that offers multiple
17 assurances of relying on science-based
18 information, the design of the proposed zones
19 that would subdivide the production area is
20 decidedly unscientific. Meaningful
21 subdivisions would be possible based on a
22 variety of criteria including climate zones,

1 soil types, the overlap of population and
2 production potential, transportation routes,
3 et cetera. In fact, one that I would like to
4 draw your attention to that just didn't come
5 to mind when I was typing this up is, I'm
6 aware that the National Ag Statistics Service,
7 for the first time in the 2007 census, has
8 reported national statistics based on
9 watershed. And so, this is almost an
10 impossible nightmare, I'm sure,
11 administratively to think about using
12 watersheds instead of state boundaries to
13 establish these zones. But we're not here to
14 do the easy thing are we? You know, it may be
15 hard thing, but if we're going to be trying to
16 develop metrics that where we can actually
17 measure what's going on in a particular zone,
18 why not align it with major watersheds and let
19 the states fall where they may? But the zones
20 as proposed could have been designed by the
21 collective efforts of most any first grade
22 geography class. Now, I realize that's kind

1 of harsh, but what I meant by that is that
2 they seem arbitrary. They seem like stripes
3 up and down the country and it's like let's
4 put those people up there and those over
5 there, and -- I mean, let's be science-based.
6 If we were going to be science-based, then let's
7 use the science to develop zones that make
8 sense. This is to say nothing yet of the very
9 odd and as yet unspecified methods have been
10 employed for distributing the proposed
11 national leafy green vegetable administrative
12 committee membership.

13 And I think, what I'd like to add
14 to that is that it's very clear that a lot of
15 the disputes that were sort of back-and-forth
16 with here today is, where should the power in
17 the industry reside? Should it reside with
18 where the greatest amount of production is, or
19 where the greatest number of farmers are?

20 And, going back to previous point I made, I'm
21 also always thinking, since you know, I said,
22 a little over half of our members are farmers,

1 I can tell you that the rest of them all want
2 to farm, and are determined to farm, and
3 probably will farm. So, I think, USDA, and
4 there's been wonderful indications
5 under Tom Vilsack that there's going to be a
6 lot of attention to helping new farmers get
7 started. We need to be thinking of the
8 farmers who can come into this business and
9 actually participate in spreading out the
10 production across the country.

11 Since it has been asserted that
12 the proponent group states that the proposed
13 agreement has been discussed with leafy green
14 vegetable growers, handlers, including those
15 importing leafy greens, trade associations,
16 and other industry stakeholders, for more than
17 a year, we might be entitled to expect that
18 the largest sustainable sustainable ag group
19 in the mid-Atlantic region, PASA, would have
20 been consulted as well, but to date our
21 opinion has not been directly solicited. Our
22 producers and handlers may not match very well

1 the model represented by proponents of the
2 LGMA, but as a potential USDA program, such as
3 a such a project would need to serve the needs
4 of more than just the largest production units
5 that are out there.

6 In conclusion, we'd like to make
7 clear PASA's support for improve food quality
8 and safety throughout the food system in the
9 United States in the world. And I think,
10 everybody here probably shares that
11 commitment. That's what we got up in the
12 morning or drove as far as we did, or flew, in
13 many cases, to get your for this hearing. We
14 believe, however, that the most important
15 factors in achieving that objective are to
16 promote more in-depth information, meaningful
17 choices and positive involvement on the part
18 of consumers in engaging with the folks who
19 produce, handle, market, and prepare their
20 food. Such factors result from a system that
21 is as widely dispersed and diversified as
22 possible -- as common sense tells us, putting

1 all one's eggs in a single basket is a bad
2 strategy for producer and consumer alike. The
3 proposed LGMA would take us further away from
4 the food safety solution we need, even as it
5 threatens the livelihood of many of the farms
6 we will need to get there.

7 Thank you very much for the
8 opportunity to present our views on this
9 important matter.

10 JUDGE HILLSON: Okay, Mr. Snyder,
11 I'm receiving your written testimony as
12 Exhibit 67.

13 (Whereupon, Exhibit 67 was
14 received into evidence.)

15 JUDGE HILLSON: And, I will ask
16 the USDA panel if they have any questions of
17 Mr. Snyder. Ms. Schmaedick?

18 EXAMINATION - BY USDA

19 MS. SCHMAEDICK: Melissa
20 Schmaedick, USDA. Good afternoon. And thank
21 you, Mr. Snyder, for your comments.

22 How long have you been aware of

1 this proposal for a national marketing
2 agreement?

3 THE WITNESS: I've been aware of
4 it since early this year. To be frank, a kind
5 of came in the middle of a flurry of activity
6 around food safety legislation that was
7 moving through the house, and that drew a lot
8 of the attention earlier in the year, but the
9 leafy greens and food safety bill has been,
10 basically, in a parallel processes as far as
11 our awareness goes.

12 MS. SCHMAEDICK: And, you are --
13 just to clarify, you are here speaking on
14 behalf of the Pennsylvania Association for
15 Sustainable Agriculture?

16 THE WITNESS: Yes, I am, and our
17 members.

18 MS. SCHMAEDICK: Okay.

19 THE WITNESS: At any point did you
20 seek to provide input into the process?
21 I was not aware that this was a process where
22 I've needed to contact the people that were

1 doing this in order to have input. I mean, as
2 far as I'm concerned, this is the first
3 opportunity that I've had to have input. You
4 know, there may have been other opportunities,
5 but this is the first one that I was aware of.

6 MS. SCHMAEDICK: In your
7 statement, you -- on the first page you say
8 that the efforts of your organization include
9 certification programs of various kinds. What
10 kind of certification programs do you work
11 with?

12 THE WITNESS: Well, I'm saying
13 that our members use various kinds of
14 certification programs, organic is the most
15 prevalent, but also Certified Naturally Grown,
16 in terms of livestock, Certified Humane, but
17 one that we are taking a bigger role in his --
18 PASA is partnering with the Food Alliance of
19 Portland, Oregon that has been doing
20 sustainable certification for about 12 years
21 now. And, we are actually going to be
22 sponsoring that certification in the mid-

1 Atlantic region on their behalf, for which we
2 have recently received a federal grant to
3 support. So, we're very interested in seeing
4 the ways in which that sustainable
5 certification through the food alliance might
6 overlap with the food safety needs of our
7 members.

8 MS. SCHMAEDICK: So, you mentioned
9 that you've been here for this whole day?

10 THE WITNESS: Yeah, yeah. Uh-huh.

11 MS. SCHMAEDICK: And, your
12 comments on the definition of zones. I'm just
13 curious, you understand those zones to be the
14 limitations or definitions under which metrics
15 would be developed?

16 THE WITNESS: Well, I understand,
17 because of your explanation to an earlier
18 person who was testifying, that the zones
19 reported for administrative reasons might be
20 different than the zones that are developed
21 for metrics. I did not understand that before
22 I heard you say that earlier today. However,

1 I would nonetheless question why there would
2 be any advantage in having two sets of zones,
3 one for administrative purposes and one for
4 the purpose of metrics. I really think it
5 would be quite important to keep this pretty
6 close in line.

7 MS. SCHMAEDICK: So, do you have
8 any suggestions, any modifications to offer?

9 THE WITNESS: Well, how long do
10 you have? I'm actually a person who is
11 intrigued by the idea of developing zones for
12 the sake of regionalizing agriculture in this
13 country. I think that we're all witnessing
14 quite a change in our society this year that
15 we probably couldn't have anticipated, and
16 that is that states are losing the ability to
17 actually govern the kinds of things that we
18 may need them to do with food safety,
19 agriculture, with health care, with everything
20 else. And, were all very much aware of how
21 little trust there is in the federal
22 government as a whole, and I don't mean any

1 offense to USDA personnel, but it's very clear
2 that across the country, there is a very
3 widespread suspicion of what the federal
4 government is up to all the time. So, what's
5 in between? I mean, I come from a state that
6 has the distinction -- the unfortunate
7 distinction of being the last state in this
8 country that still does not have a budget for
9 the current year. And the result has been
10 that they have had to lay off a lot of
11 Department of Agriculture employees, they've
12 had to mothball a lot of programs, and
13 Pennsylvania has a very strong reputation for
14 managing the food system through the
15 Pennsylvania Department of Agriculture.

16 But, you look ahead, and say, are
17 states really going to be able to do this?
18 And we really don't want the federal
19 government, and I have as many questions about
20 the FDA regulations as I would about this, so
21 what are we going to do? And I'm sorry, this
22 is a very long answer. But, you asked.

1 And, I think that it makes sense
2 that we start thinking in terms of regions.
3 I think it makes sense that we think in terms
4 of regions as scientifically as possible using
5 the factors that I've listed, and adding into
6 that, and maybe as a starting point, watershed
7 definitions. And that we start thinking about
8 developing regional authorities to look at
9 everything from food safety to animal welfare,
10 to environmental protection. I mean, in this
11 part of the country, that's almost happening
12 de facto because of all of the emphasis being
13 put on saving the Chesapeake Bay watershed.
14 So, that affects, necessarily, a multiple
15 state area and forces us, from New York,
16 Pennsylvania, West Virginia, Maryland, and
17 Virginia, Delaware, all to work together
18 somehow to achieve that goal. And, I think
19 that there is probably some positive stuff
20 that can come out of that. So, why not look
21 at that as a possible model for dealing with
22 this issue as well?

1 So, I'm not opposed to the idea of
2 developing zones, I wouldn't have different
3 administrative zones, from metric zones, and
4 I wouldn't use state lines to define them, as
5 difficult as it might be to define the
6 authorities without being able to use the
7 state government to fall back on.

8 So that -- I mean, I think that
9 that is fundamentally a good way to start. I
10 would emphasize, even before food safety, I'd
11 be emphasizing food security, which is a
12 broader category and one that I submit the AMS
13 needs to be very much focused on. Like I
14 said, we all want food safety, we also want
15 food security because they are indelibly tied.
16 And, having 90% of the production of leafy
17 greens coming from two states is a threat to
18 both of those things, I believe.

19 MS. SCHMAEDICK: On the subject of
20 representation, how would you go about
21 building adequate representation for some sort
22 of administrative committee?

1 THE WITNESS: Well, I would have
2 it be as democratic as possible, democracy
3 seems to work, and it has its flaws, and I
4 realize that even in democratic systems, you
5 end up having situations where people buy
6 influence, and it's really hard to avoid that,
7 but I think that it's got to be democratic,
8 and from the bottom up, not from the top down,
9 and I think that if we were to have regions --
10 regional authorities dealing with some of the
11 issues that I mentioned, that they would have
12 to have some independence from each other,
13 much as states currently have. A measure of
14 independence, and could have slightly
15 different regulations for all kinds of
16 agricultural issues.

17 MS. SCHMAEDICK: Just one last
18 question, based on your understanding of the
19 Agricultural Marketing Service, are all of the
20 activities of the agency limited to marketing?

21 THE WITNESS: My understanding
22 would not be deep enough to be able to comment

1 on that, but, you know -- my main awareness is
2 reading various bulletins that are published
3 by the AMS, but you know, certainly, the
4 National Organic Program is something that I'm
5 very much aware of, and that I have a lot of
6 respect for, and yes, I do think that's a
7 marketing program.

8 MS. SCHMAEDICK: Thank you.

9 THE WITNESS: You asked that to
10 another speaker, so I thought I would answer
11 that.

12 MS. SCHMAEDICK: Thank you.

13 THE WITNESS: Uh-huh.

14 JUDGE HILLSON: Anything else from
15 the panel? Seeing nothing, anything else from
16 --

17 THE WITNESS: There was a hand.

18 JUDGE HILLSON: Oh, there was a
19 hand? Was it a --

20 THE WITNESS: He was --

21 JUDGE HILLSON: Oh.

22 THE WITNESS: -- late.

1 JUDGE HILLSON: Go ahead, Mr.

2 Souza.

3 MR. SOUZA: Thank you. Anthony

4 Souza, USDA. Just one quick question. In

5 your conclusion, you state that you would like

6 to make clear that PASA supports for improve

7 food quality and safety throughout the food

8 system in the United States and the world. If

9 you don't support regulation through FDA in a

10 national agreement such as this, what would

11 you support, or what would you recommend?

12 THE WITNESS: Well, I don't think

13 the two options that you just mentioned

14 exhaust all the possibilities. I'm concerned

15 about the FDA and regulations that they are

16 promulgating, I'm concerned about this

17 particular proposal, and I think I've been

18 clear about why. It's not necessarily the

19 USDA involvement in it, it's the combination

20 of USDA with the consolidated industry -- you

21 know, basically opening themselves up to say,

22 you know, anyone that wants in and can come

1 in. But, I don't think -- and there's
2 fundamental disagreement in the room about
3 this. You know, some of us are not easily
4 going to trust that alignment. So, I -- what
5 I just answered to Ms. Schmaedick is that, you
6 know, a democratic system based on
7 regionalism, that uses scientific criteria for
8 determining what those regions are, is
9 something that we ought to be looking at. So,
10 I think that that's fundamentally different
11 than either the FDA or USDA industry
12 collaboration.

13 MR. SOUZA: What type of form
14 would you recommend to develop such?

15 THE WITNESS: Well, I mean, I said
16 it wouldn't be states, so it's something that
17 goes beyond states, but it's not -- it's also
18 not a national anything. So, I think -- you
19 know, if I -- I don't know that we have
20 something as a precedent to use to say this is
21 how we could be doing this, but I think,
22 certainly, using a model that might employ

1 some elements of -- you know, cooperative
2 development and structure that at the same
3 time that it guarantees Democratic
4 participation on the basis of producers, and
5 handlers, and consumers, I mean, let's not
6 forget that while we're talking about
7 majorities, that producers, themselves, are an
8 extreme minority of the population.

9 Certainly, consumers have a lot to say about
10 food safety. So, I don't have something I can
11 pull out of my pocket and say here's what I
12 suggest. I'm saying that I think zones based
13 on regional structures that are science-based
14 and democratic in origin is a pretty good
15 place to start thinking about it.

16 THE WITNESS: Thank you.

17 JUDGE HILLSON: Anything else from
18 the panel? Anything from outside in the
19 audience? What about the proponents? Any
20 questions?

21 JUDGE HILLSON: Thank you for your
22 testimony.

1 THE WITNESS: I've left you guys
2 speechless?

3 JUDGE HILLSON: You may step down,
4 Mr. Snyder. Thank you for your testimony.
5 And, let's do another witness.

6 MS. LOVERA: Carl Kolb.

7 JUDGE HILLSON: I take it you
8 don't have a written statement?

9 MR. KOLB: No, sir, I do not.

10 JUDGE HILLSON: That's not a
11 problem.

12 Whereupon,

13 KARL KOLB

14 having been first duly sworn, was
15 called as a witness herein, was examined and
16 testified as follows:

17 EXAMINATION - DIRECT

18 JUDGE HILLSON: Okay, could you
19 please state your name and spell for the
20 record?

21 THE WITNESS: Yes. I'm Dr. Karl,
22 K-A-R-L, Kolb, K-O-L-B, as in boy.

1 Your Honor?

2 JUDGE HILLSON: Go ahead.

3 THE WITNESS: Distinguished
4 representatives from both sides of the aisle,
5 and my colleagues, I am representing OPGMA
6 today, the Ohio Produce Growers Marketing
7 Association. And, I am also a third-party
8 certifier in another position. And so, my
9 comments today will address those issues that
10 have not been surfaced today, because to
11 restate the eloquence of those who have spoken
12 before me today would only diminish their
13 effect and I can only state that I fully
14 support those comments and agree with them
15 from the beginning.

16 As the senior project manager for
17 the Ohio Fresh Produce Food Safety Initiative,
18 as funded by ODA, the Ohio Department of
19 Agriculture, and supported by more than seven
20 associations within Ohio, the Ohio Apple
21 Growers Marketing Association, the Ohio
22 Ecological Food and Farm Association,

1 Independent Farmers Association, Ohio State
2 University, and of course, the Ohio Department
3 of Agriculture, I have had the opportunity
4 over the past several months to spend a
5 significant amount of time in Ohio speaking
6 with farmers, growers, advocates and a number
7 of other folks about the need for a marketing
8 agreement or some such instrument to promote
9 and protect Ohio agriculture. I'm not here
10 today to talk about that.

11 But, it has given me an indication
12 with good supporting material about the
13 national leafy green effort. I would like to
14 begin by saying that I was part of the initial
15 effort for the California Leafy Green
16 Marketing Agreement and sat on a number of
17 committees to help put that agreement
18 together. And, I will state for the record
19 that it was the right idea at the right time,
20 and it brought the California produce industry
21 back on track during a very severe crisis. I
22 think people like Joe Pezzini, Hank Giclas,

1 Jim Gorney, are truly heroes for being able to
2 put this together and bring it to existence in
3 a very short period of time, to reassure the
4 growers -- excuse me, the buyers, that the
5 produce they were purchasing was safe within
6 the boundaries of fresh produce. And so, in
7 speaking to that, I would say that the
8 California Leafy Green Marketing Agreement was
9 exactly the right vehicle for California.

10 Which brings me to my point, and I want to
11 elaborate on this today, that that worked for
12 California, I believe, from my point of view
13 with OPGMA, that a similar vehicle would work
14 very well for Ohio.

15 Let me address the National Leafy
16 Green Mmarketing Agreement from the point of
17 a problem with the foundation of how this came
18 together and what it proposes to do. I want
19 to applaud the efforts of Tom and Hank and
20 John for moving this forward, it's not easy to
21 do. But, there is a basic flaw in the -- in
22 this vehicle. And that is that it's all

1 inclusive. It only addresses a certain amount
2 of commodities, and doesn't address all
3 commodities, and because of this inherent
4 flaw, what we have is a problem supporting
5 what we hope to be a robust standard.

6 And, let me talk for just a second
7 about the differences between the standard and
8 metric. When you prepare a standard, a
9 standard is prepared based on one of three
10 things, or a combination of things. Science
11 is one, regulatory or consumer requirements is
12 another, and the third is industry experience,
13 what actually goes on in the industry that
14 works, that they have found work over about
15 over time, that has been validated over a
16 period of time.

17 A metric is much different, the
18 metric is a specific specification that is
19 imposed upon, an organization or an action to
20 achieve a desired standard. In order to
21 develop a robust food safety system at the
22 agricultural level, it's important that the

1 system consider the entire universe for which
2 it's addressing, and in this case, it's the
3 entire farm from tomatoes, radishes, to leafy
4 greens, and it needs to look at all levels of
5 farming from the small farmer to the large
6 farmer in order to be considered valid.

7 Now, in Europe, the -- and around
8 the world, the system of choice is called
9 global gap, and it is a risk-based system
10 built on standards that come from either
11 science, regulatory, or industry practices.
12 And in the application of these standards, the
13 inspector is so trained that the situation and
14 the risk is considered at whatever level he is
15 addressing, or she, excuse me, and the
16 application of the standard is so addressed.
17 The standard doesn't change at different
18 levels of the system, the standard is
19 addressed based on the risk that it perceives.

20 When we talk about metrics, we're
21 talking about taking a specific specification,
22 and applying it at all levels, whether it

1 works or not. And it is not up to the
2 inspector to make that value judgment. So,
3 when we talk about the national leafy green
4 effort, we have to look at whether it can
5 become or is a robust system, and without an
6 all-inclusive system where it addresses
7 everything from tomatoes to romaine, and from
8 the small farmer to the large farmer, I don't
9 think we have a system that's valid, and so I
10 think we need to go back and look at the
11 premise of this and address those issues and
12 determine whether we have standards or
13 metrics, whether it's all-inclusive or whether
14 it's not, and whether it addresses the entire
15 food safety system of this country.

16 One of my concerns as a certifier,
17 and I bring this to the table, is that we
18 continue at the second- party, third-party,
19 fourth-party level, second-party being the
20 buyer, third-party being a certifier, fourth-
21 party being your regulatory certifier like the
22 USDA, that we have standards upon standards

1 upon standards, and we keep putting another
2 coat of paint on this thing that we call a
3 food safety system. I think it's time to slow
4 the train down and say to ourselves, do we
5 want to look at a risk-based system that truly
6 has a standard that is valid, is able to be
7 applied across the board for all commodities
8 at all levels, given the diverse environment
9 that we live in in the United States, a risk-
10 based system can do that. You can take a
11 standard, it can apply in California, in
12 Colorado, in Georgia, this state, or New York,
13 and be considered valid and have a robust
14 system which we can defend.

15 One of the issues that I want to
16 back up and talk about for a bit that has not
17 been addressed here this morning, and as an
18 advisor to more than 500 agricultural clients
19 throughout this nation, the thing that's
20 missing that has not been addressed is this
21 idea that the public has of our food being, in
22 a sense, pasteurized or ready to eat. And,

1 were talking about a commodity that's grown
2 outside, in the environment, subject to a lot
3 of environmental stress, that people off the
4 shelf are buying and eating.

5 And now, I was raised on a farm,
6 I'm currently a farmer, and I can remember as
7 a young kid, my mom going to the truck farmer,
8 and buying lettuce and washing it because the
9 lettuce was grown outside, the lettuce was
10 subject to a different environmental
11 conditions, and it needed to be cleaned before
12 we ate it. So, in this matrix, I think we
13 need to find a vehicle which can be reeducate,
14 per se, our community that says this is a
15 phenomenal product, nutritious, great to eat,
16 supports the president's campaign on
17 nutrition, but it's not ready to eat. And
18 that's something that needs to be addressed.

19 Now, in my travels, I've sadly
20 come across a term which I think has begun to
21 characterize the national leafy green effort.
22 And I don't want to diminish the efforts of

1 these fine gentlemen over here, because
2 they've worked very hard to bring us to this
3 point. But the -- it's been referred to as a
4 trade restriction, a trade barrier. And
5 without being all-inclusive, and without
6 addressing some of the issues that I haven't
7 heard before, at least in this testimony or
8 the one I listened to in Monterey over the
9 internet, are two, and they need to, I think,
10 be seriously looked at. One is, that in
11 California, and I spent a lot of time in
12 California, there is widespread acceptance of
13 the California Leafy Green Marketing
14 Agreement. One of the flaws in the agreement
15 is, there are thousands of small farmers, and
16 I belong to CAFF, the California Alliance for
17 Family Farms, that have not signed on to it
18 for some very good reasons, most of all were
19 addressed this morning. Thousands of small
20 farmers who can't do it and because they can't
21 do it, it's become a trade restriction to
22 them. To customers they once sold radishes,

1 tomatoes, and lettuce, they no longer sell.
2 Sure, they could sign up for the leafy green,
3 but they don't, and because a larger or
4 different farmer has signed up for it, it's
5 easier for the farmer to purchase all their
6 goods from the one that is certified as a
7 leafy green rather than make two trips, one to
8 the farmer who is not, and one to the farmer
9 who is. That is prohibitive, and that's an
10 issue that needs to be addressed.

11 And, the second issue that I think
12 needs to be addressed, that is very important,
13 is a number of buyers, and I know this from a
14 professional point of view, large buyers, have
15 written their standards for all commodities
16 using the leafy greens standard of California,
17 thus imposing upon them a metric which was
18 devised for lettuce, but is now being used for
19 tomatoes, and rashes, and a number of other
20 commodities.

21 And so, when I say that it's a
22 great effort on their part, and I applaud them

1 for what they've done, I think it's truly
2 significant, there is a significant flaw in
3 the robustness of this concept that must be
4 addressed to ensure that it is valid. And
5 that is the all-inclusiveness of it, and that
6 is the definition of whether we are risk-based
7 and we write standard that can be applied up
8 and down the different levels of farming and
9 the different diverse areas of this country,
10 or we use a metric where one size -- and not
11 to sound trite, fits all.

12 And so with these ideas, I wish to
13 present these for further study and ask of the
14 group to consider these, to slow the train
15 down, so that what we have is not just another
16 coat of paint, what people believe is a trade
17 barrier, or restrictive trade, and something
18 that is an industry-generated vehicle, for
19 lack of better words, that we can all support.
20 Thank you.

21 JUDGE HILLSON: Let me ask the
22 USDA panel if they have any questions of Dr.

1 Kolb. Ms. Schmaedick, go ahead.

2 Actually, before she asks, why
3 don't you just state for the record, so we'll
4 have a full record, your academic and
5 professional background, if you could briefly
6 summarize it. Like you said, you were a
7 doctor, that was the first I heard --

8 THE WITNESS: Yes.

9 JUDGE HILLSON: And -- of --

10 THE WITNESS: I'm a PhD of
11 Manufacturing and Quality, I am a very small
12 farmer with not a whole lot of experience,
13 although I grew up on a two acre farm in
14 Wisconsin, I'm currently growing artichokes,
15 my -- I have built the nation's largest full
16 service food safety group of companies that
17 provides certification and advisory services
18 to farmers and processors, I'm a retired Army
19 Colonel, airborne ranger, three years in
20 combat.

21 JUDGE HILLSON: Thanks. Okay, Ms.
22 Schmaedick? Go ahead.

1 EXAMINATION - BY USDA

2 MS. SCHMAEDICK: Thank you.

3 Melissa Schmaedick, USDA. Thank you, good
4 afternoon Mr. Kolb.

5 THE WITNESS: Doctor.

6 MS. SCHMAEDICK: Doctor. Excuse
7 me.

8 THE WITNESS: Thank you.

9 MS. SCHMAEDICK: I just have a
10 couple of questions for you. So, if I'm
11 understanding your statement correctly, is it
12 your belief that the -- that a system, a GAP
13 system, and a GHP system be developed for all
14 commodities, and that the scope not be limited
15 to just leafy green vegetables?

16 THE WITNESS: I believe that
17 whatever vehicle that we choose in order to be
18 all-inclusive for a robust system needs to
19 consider all commodities.

20 MS. SCHMAEDICK: And, the
21 agreement as proposed, are you saying that
22 that is, in your opinion, not a risk-based

1 system?

2 THE WITNESS: Could you repeat the
3 question?

4 MS. SCHMAEDICK: Sure. The
5 agreement as proposed, given that the specific
6 metrics have not been developed, in your
7 opinion, is that a risk-based system or is it
8 not?

9 THE WITNESS: Well, there's two
10 questions in your question, with all due
11 respect, ma'am.

12 MS. SCHMAEDICK: Uh-huh.

13 THE WITNESS: Having raised
14 horses, I can tell you I've never bought one
15 that I didn't open its mouth and look inside.
16 And, I think by signing onto this, we're
17 buying the horse without looking in its mouth.

18 And, the second question is,
19 according to the way in which this has been
20 defined, I don't believe we can support what
21 the international community, and someone who
22 writes standards for a living, could support

1 as valid or robust.

2 MS. SCHMAEDICK: Okay. Thank you.

3 THE WITNESS: Yes ma'am.

4 JUDGE HILLSON: Mr. Souza?

5 MR. SOUZA: Thank you. Anthony
6 Souza, USDA. Good afternoon Dr. Kolb. Could
7 you explain -- give a little explanation on,
8 as a certifier, what the difference would be
9 between auditing to a standard and auditing to
10 a metric?

11 THE WITNESS: Yes sir, I'm glad
12 you asked. That's a very good question. When
13 you audit to a standard, it's much like a CPA
14 goes in and reviews your taxes. There is a
15 system of checks and balances that must meet
16 a specific specification. When you audit or
17 inspect to standard, the person in that
18 capability has a completely different role.
19 That role is to understand how the standard
20 was developed, understand the organization and
21 facility, from that is being audited, from an
22 experience and educational point of view, in

1 other words, they have the academic background
2 and the experience to say, I understand this
3 to be a tomato farm, and I know how that
4 tomato grows. And they're able to apply a
5 risk analysis to that situation and determine
6 how the standard is to be applied, given those
7 sets of circumstances.

8 MR. SOUZA: Could you elaborate
9 just a little bit further on what you mean by
10 a -- the term risk analysis?

11 THE WITNESS: Yes, sir. A risk
12 analysis -- given a number of different
13 conditions, and I'll outline a few of those,
14 the type of commodity, for instance, green
15 onions are a high risk commodity, versus
16 radishes, that are a low risk commodity, given
17 the environment in which they're grown, the
18 management, the inputs, the market they will
19 be sold at, the fashion in which they sold at,
20 this -- they sold of, all of these factors
21 would be evaluated in terms of what is the
22 risk that we're facing, and what is -- and to

1 what degree are the measures taken to avert
2 that risk or control that risk? Are they
3 acceptable and do they the meet the standard?

4 MR. SOUZA: As I understand you,
5 going back to the difference between metrics
6 and a standard, an auditor auditing under a
7 standard and one auditing under metrics, their
8 qualifications would then -- they would have
9 different qualifications to audit each system?

10 THE WITNESS: I must have given
11 you these questions, because they're very
12 good. Auditing against a standard takes a
13 very experienced and educated person who has
14 experience in that field of auditing and
15 experience in the field that he is observing.
16 He has the educational background to be able
17 to read the standard to understand how the
18 standard was written and why was written, he
19 has the ability to apply all the conditions of
20 the risk analysis, and make a determination of
21 whether or not the standard is being met.

22 When a standard is a metric,

1 virtually anyone who can read that metric can
2 go see if it's being applied to meet the
3 specification. And, you find a number of
4 third-party certifiers who have written their
5 metrics, and they call them standards,
6 unfortunately -- have written their metrics so
7 that virtually anyone with little education or
8 little experience can read that metric and
9 say, you are doing it or you're not doing it
10 on a scale of 1 to 10.

11 And, that's where the system
12 breaks down. Most third-party certifiers, and
13 I'm one of them, are certifying people in a
14 marketing approach. Now, I've chosen not to
15 do that, but that's a conflict of interest
16 with my statements this morning. But, I won't
17 name any other certifiers, because to
18 establish a good, better, best, or excellent,
19 superior, is more of a marketing approach to
20 the standard rather than an approach that
21 states, you did meet the standard or you
22 didn't meet the standard. If we write a food

1 safety standard properly, you either met it or
2 you didn't meet it. You didn't halfway meet
3 it and you got an excellent, or you almost met
4 it, so you get a superior. It's much easier
5 to take a metric and give it to virtually
6 anyone, even outside of the food industry, and
7 say, go out and inspect this farm. It is
8 exceptionally difficult to find someone who's
9 educated and experienced to take a standard
10 and ask them to apply it and then make that
11 determination, did you meet that standard or
12 not?

13 And, I'm very much a proponent of
14 the global GAP system which has written their
15 standards very well, applies it from a risk
16 point of view, has developed a standard to
17 apply to all levels of farming equally, and I
18 believe the strongest suit, which we fail in
19 this country to follow through on, is, they
20 have inspectors who are exceptionally educated
21 and experienced who go out and do this. And,
22 finding an inspector to certify, who has those

1 qualifications is one of the most difficult
2 hiring practices there is, finding the right
3 people who can do this.

4 I have -- I won't belabor the
5 point, but I know of a certifier who hires
6 cropdusters to be food safety inspectors, who
7 hires school nutrition people to be food
8 safety inspectors. They're on the periphery
9 of what they do, but they don't have the
10 qualification to apply it correctly, the
11 standard, that is.

12 MR. SOUZA: Would you say auditing
13 under or on a metric compared to auditing on
14 a standard, that a metric would be more
15 objective, and the standard, more subjective
16 due to the nature of the quality of the risk
17 assessment individual?

18 THE WITNESS: I could see where
19 someone would come to that conclusion. The
20 conclusion is true for both statements. Under
21 a properly written, robust, valid standard in
22 a robust system, it becomes more objective

1 than does the objectiveness of a metric system
2 because what you have is a body of experience
3 and education that is -- that understands the
4 science, the regulation, or the industry
5 culture behind it, and is able to say, you
6 achieved that standard or you didn't, given
7 this set of risks that are present.

8 MR. SOUZA: With that being said,
9 could you elaborate a little bit on the
10 importance of the certification -- the
11 certifying body?

12 THE WITNESS: This body being
13 LGMA?

14 MR. SOUZA: As -- the certifying
15 body, somebody who would certify an auditor to
16 do risk assessments?

17 THE WITNESS: The responsibilities
18 of the certifying body are rather significant.
19 I'll give you an example. My -- we made a
20 conscious decision in my certification company
21 that we weren't going to do -- we were not
22 going to do business as usual. So, we did --

1 we made two decisions. Number one, that our
2 certification body would become ISO
3 registered. In other words, we would follow
4 the international system -- International
5 Standards Organization system so that we
6 ensure that our certification body was robust
7 and valid. Part of that means that when we
8 hire an inspector, they've got to have some
9 very clear and distinct and certified
10 credentials. The second decision that we
11 decided to do was to only audit those systems
12 which were of the same nature as us. They
13 were ISO-based systems such as the BRC, the
14 global GAP, the SQF, and, to stay away from
15 devising our own standards and trying to come
16 up with our own standards and in trying to
17 self train people from the ground up where
18 they were lacking in education or experience.

19 And so, that's a conscious
20 decision on the part of a certifier before
21 they begin business. Are we going to try and
22 do this as a marketing effort, in other words,

1 for business profit generation, or do we
2 intend to do this from an academic point of
3 view to ensure our system is robust and valid
4 and will stand up in a court so to speak?
5 Under scrutiny -- statistical scrutiny.

6 MR. SOUZA: Thank you, Dr. Kolb.
7 Just for the record, could you clarify what
8 BRC is and what SQF is?

9 THE WITNESS: Yes, I'm sorry.
10 British Retail Consortium, it's a body of
11 experts from industry who have sat down and
12 determined what is important to a -- in a food
13 safety system, and a processing plant,
14 processing scenario. And SQF is the Standard
15 Qualification for Food Safety. It's an
16 Australian-based system that does virtually
17 the very same thing, but at different levels
18 of certification. That includes farms,
19 processors, distributors, coolers.

20 The whole body of this is called
21 the Global Food Safety Network, or the GFSI --
22 Global Food Safety Initiative, and there are

1 roughly six or seven valid and robust
2 standards within that, that come from our
3 international community which, if I might add,
4 has been one of the my -- my concerns all
5 along.

6 In the United States, we keep
7 putting these layers of food safety, or layers
8 of paint on top of our handler, our processor,
9 our grower, devised by third-party certified
10 buyers, devised by systems which don't have
11 the validity to develop a standard or even
12 write a correct metric, if necessary, whereby
13 the international community has solved this
14 equation years and years ago, and you can see
15 from their food contamination incidents that
16 their system has validity and it does work.

17 And so, when I made the comment
18 that I believe that the foundations of this
19 effort is flawed, I say that because it needs
20 to be robust in that context, and it needs to
21 have validity in that context so that it has
22 the credibility on the street that people will

1 accept it and not just become another layer of
2 paint or considered to be a trade restriction
3 to the small farmer.

4 MR. SOUZA: Thank you.

5 THE WITNESS: Yes sir, thank you.

6 JUDGE HILLSON: Anything else from
7 the panel? Ms. Deskins?

8 MS. DESKINS: I just wanted to
9 clarify something. You -- when you started to
10 testify, you said you were with an
11 organization. I didn't quite catch the name?
12 It's referred to as OPGMA, or the Ohio Produce
13 Growers Marketing Association. And, I'd like
14 to clarify my involvement with them. I'm the
15 senior project officer, or project manager for
16 the -- what I call the Ohio Project, funded by
17 a grant through ODA, the Ohio Department of
18 Agriculture, for the Ohio Fresh Produce Food
19 Safety Initiative to look at promoting and
20 protecting Ohio produce as an alternative to
21 a national effort.

22 MS. DESKINS: Are you testifying

1 on behalf of them today or are you testifying

2 --

3 THE WITNESS: In my capacity as
4 the project manager for OPGMA, I am
5 testifying.

6 MS. DESKINS: Okay. So -- I'm
7 still trying to clarify. That organization
8 has authorized you to testify?

9 THE WITNESS: Yes ma'am.

10 MS. DESKINS: Okay. And then
11 also, in terms of your PhD. Can you tell us
12 what university you got it from?

13 THE WITNESS: It's from the
14 California Advanced Studies University in
15 Berkeley, California.

16 MS. DESKINS: Okay, thank you.

17 THE WITNESS: They've since gone
18 out of existence. It's been a long time since
19 I got that degree.

20 MS. DESKINS: Thank you.

21 JUDGE HILLSON: Anything else from
22 the panel? Any questions from the audience?

1 Any questions from the proponents? Mr.
2 Giclas?

3 EXAMINATION - BY PROPONENTS

4 MR. GICLAS: Hank Giclas, Western
5 Growers. Dr. Kolb, thank you for your
6 testimony. I just had a couple of questions.
7 Can you talk about how global GAP was
8 developed? I mean, who were the original
9 entities, authors behind global GAP?

10 THE WITNESS: Hank, to be honest,
11 I don't know.

12 MR. GICLAS: Are you familiar with
13 Europe GAP as a predecessor to global GAP?

14 THE WITNESS: Yes, we used to --
15 we at one time assisted folks becoming
16 certified under the program.

17 MR. GICLAS: Okay, are you
18 familiar with -- you know, who was, you know,
19 kind of the authorship behind Europe GAP?

20 THE WITNESS: No sir.

21 MR. GICLAS: Well then, let me ask
22 you this question. Can you describe the BRC

1 membership in a little bit more detail? I
2 mean, who makes up, the -- you know, the BRC
3 and --

4 THE WITNESS: I can't answer that
5 either. I can only tell you from a
6 certifier's point of view what it took for us
7 to become eligible for that -- to award that
8 certification. And, we're in the process of
9 going through that again. We had to, of
10 course, have educational and experience
11 credentials in that particular arena. We had
12 to show that we had an accreditation body that
13 was valid and robust under an ISO system.
14 And, we had to also demonstrate that we had
15 the inspectors, auditors that were able to
16 apply the standard in the field according to
17 their criteria.

18 MR. GICLAS: Okay, I'm going to
19 represent to you that many of those standards,
20 you know, were developed by European retailers
21 without a significant, you know, component
22 input from the production community. Would

1 you -- you know, have any reason to object to
2 that representation if I describe it like
3 that?

4 THE WITNESS: I don't have any
5 basis for which to accept or reject your
6 statement.

7 MR. GICLAS: Okay. I guess I also
8 wanted to ask a little bit about the Ohio
9 project. Correct me if I'm wrong, you are
10 collaborating with, I think I heard, OPGMA and
11 some others organizations on a grant from the
12 Ohio Department of Agriculture that basically
13 develops a program that would be similar to
14 the California marketing agreement, is that
15 correct or incorrect?

16 THE WITNESS: Partially correct.
17 I -- the ODA has provided OPGMA with grant
18 money to develop an initiative regarding fresh
19 produce food safety. My comments were that
20 the California leafy green was the right
21 vehicle at the right time to get the produce
22 issue back on track, and it was right for

1 California. And, it still is right for
2 California. I have concerns about it but
3 they're not for this discussion in that
4 agreement was exactly right for California.
5 I proposed that a similar agreement would be
6 exactly right for Ohio.

7 MR. GICLAS: Does -- do you know,
8 does Ohio have, the -- like the state
9 marketing authority that would allow that?
10 I'm just curious.

11 THE WITNESS: To answer your
12 question right up front, no it does not. To
13 further elaborate, at this point, we're not
14 too -- were concerned more about developing a
15 robust valid system at this point, to protect
16 and promote Ohio agriculture and its
17 diversity, and the vehicle in which it comes
18 out as is still in discussion.

19 MR. GICLAS: Fair enough. I guess
20 maybe one last question, also kind of along
21 these lines, I mean, you are familiar with the
22 depth and breadth and scope of different sets

1 of standards that are applied to the produce
2 industry. I mean, do you have any concern
3 that, you know, an Ohio standard and a
4 California standard, and a private standard,
5 you know, just adds to the chaos in the
6 marketplace, if you will?

7 THE WITNESS: I would agree with
8 that.

9 MR. GICLAS: Thank you. I have no
10 other questions.

11 JUDGE HILLSON: Mr. Resnick?

12 MR. RESNICK: Thank you, Dr. Kolb,
13 for your comments, your testimony this
14 afternoon. You mentioned the dichotomy
15 between high risk and low risk commodities.
16 Where would leafy greens fall into that? High
17 risk or low risk in your opinion?

18 THE WITNESS: The data I've been
19 able to review indicate that under the proper
20 conditions, in other words, handling
21 conditions, it's very low risk if it's handled
22 correctly. And, I'm talking about from the

1 farm to market. Given contamination occurs
2 somewhere along that chain, it can be very
3 high risk, I think, because of the nature of
4 the product itself. And, I could get into
5 some scientific work that I've been able to
6 review, but I think it supports that.

7 MR. RESNICK: Would you agree with
8 the notion, then, that best practices and
9 agricultural and handling and processing
10 practices is essential to reduce risk in leafy
11 greens?

12 THE WITNESS: Well, that's a
13 hypothetical statement. I won't address that,
14 but I will say that there was a gentleman
15 here, who's son or daughter was sickened by E.
16 coli. Well, my daughter spent six months in
17 the hospital and the spinach crisis. She lost
18 part of her stomach and some of her liver as
19 result of that, and still today can't eat
20 properly. And so, I am more than concerned
21 for the best handling practices of leafy
22 greens. Sorry, I get a little uptight about

1 that.

2 MR. RESNICK: It's okay. Do you
3 need a moment?

4 THE WITNESS: I'm good, thanks.

5 MR. RESNICK: Have you had an
6 opportunity to read the Leafy Green Marketing
7 Agreement as proposed?

8 THE WITNESS: Yes.

9 MR. RESNICK: Would you agree that
10 it sets up a framework for setting up metrics
11 based on risk?

12 THE WITNESS: Risk and metrics
13 cannot be used in the same sentence. Risk
14 denotes the application of a standard.
15 Metrics denote the application of a set of
16 specifications that must be complied with, no
17 matter what the risk is, low or high.

18 MR. RESNICK: So, the -- so could
19 those metrics be science-based and also reduce
20 risk?

21 THE WITNESS: Two questions. Can
22 they be science-based, and can they reduce

1 risk? The application of science to metrics
2 is a lot like trying to make a bomb in your
3 backyard. It's not going to work. When you
4 take science and you combine that into -- or
5 develop it into a standard that allows it to
6 be applied in a risk scenario, it is the
7 proper application of science. When you take
8 science, and you apply it as a metric, in
9 other words, it's black and white and you have
10 to do it, irregardless of the circumstances,
11 there you have a pair -- there you have a null
12 paradigm, or null paradigm or null hypothesis.

13 MR. RESNICK: Well, I understand
14 that you believe that the commodity-specific
15 basis of the proposed agreement is flawed,
16 but, taking it as it is, as a -- as one
17 vehicle in which to try to reduce the risk of
18 foodborne illness in leafy greens, do you
19 agree that that could be a -- that there could
20 be a robust risk-based reduction of -- I'm
21 sorry, I don't mean to -- we're using a lot of
22 different terms. Let me withdraw the

1 question.

2 I'm just trying to get the idea
3 that I understand that you want to see
4 something more comprehensive, and that's not
5 what we're talking about today. We're talking
6 about a commodity-specific vehicle. Do you
7 believe that this framework, with the
8 corroboration and collaboration of government,
9 and academia, and industry, can cooperatively
10 and collaboratively reduce risk in leafy
11 greens?

12 THE WITNESS: Using the right
13 vehicle, perhaps it can be obtained.

14 MR. RESNICK: Thank you. I have
15 nothing further.

16 THE WITNESS: Thank you Jason.

17 JUDGE HILLSON: Okay, you may step
18 down, doctor. Thank you for your testimony.

19 JUDGE HILLSON: Thank you, judge.

20 JUDGE HILLSON: It's about 10
21 minutes of four, give or take. You have four
22 more witnesses, is that right?

1 MS. LOVERA: Five.

2 JUDGE HILLSON: Five more
3 witnesses. Well, let's just take a 10 minute
4 break and we'll come back about two minutes
5 after four and plow on through. Let's go off
6 the record.

7 (Off the record.

8 JUDGE HILLSON: And, I take it
9 that your next witness is Lisa Schacht, whose
10 name I may or may not be pronouncing right.
11 And I will mark your written testimony as
12 Exhibit 68.

13 (Whereupon, Exhibit 68 was marked
14 for identification.)

15 Whereupon,

16 LISA SCHACHT

17 having been first duly sworn, was
18 called as a witness herein, was examined and
19 testified as follows:

20 EXAMINATION - DIRECT

21 JUDGE HILLSON: Okay. Could you
22 please state your name and spell of the

1 record?

2 THE WITNESS: Lisa Schacht. L-I-S-
3 A S-C-H-A-C-H-T.

4 JUDGE HILLSON: Okay. And, you of
5 the statement you want to read. Is that
6 correct?

7 THE WITNESS: Yes, please.

8 JUDGE HILLSON: Well, please
9 proceed.

10 THE WITNESS: Thank you. Thank
11 you for holding this hearing in Columbus on
12 this very important issue of food safety in
13 the handling of leafy green produce. I am
14 Lisa Schacht. Together with my family, we
15 operate Schacht Family Farm and Schacht Farm
16 Market, located here in Franklin County, Ohio.
17 We raise a variety of produce including leafy
18 greens. I'm testifying today on behalf of our
19 farm and on behalf of the Ohio Farm Bureau
20 Federation. The Ohio Farm Bureau Federation,
21 OFBF, is the largest generate general farm
22 organization in the state of Ohio with more

1 than 230,000 members representing all of
2 Ohio's 88 counties. Our members produce
3 virtually every kind of agricultural commodity
4 and as a result, OFBF is very interested in
5 the proposed National Leafy Greens Marketing
6 Agreement.

7 Food safety and the responsibility
8 and of growing and selling safe, fresh, and
9 local food is something we take very
10 seriously. My family operates a farm market
11 selling most of our produce directly to the
12 public, but we also sell some to small grocers
13 and other markets. We utilize a collection of
14 good farm practices and food safety practices
15 on our farm and in our market. There are many
16 common themes among these practices, but they
17 can vary because of specific practices may
18 need to be tailored to provide the customer
19 the safest and highest quality food possible,
20 which is the theme of my testimony today.

21 In my view, compliance is the key
22 to the success of any new marketing agreement

1 or food safety system and any new system
2 should be flexible in nature so growers of all
3 sizes can participate and comply. Ohio
4 produce growers vary in size ranging from
5 large operations that grow, pack, and ship
6 their produce both in-state and across state
7 lines, to very small farmers who sell all
8 their produce directly to the local public.
9 These farms are located throughout the state
10 and are situated sometimes in the middle of
11 suburbs or in very rural areas. Some are
12 located near the shores of Lake Erie, while
13 mine is literally surrounded by the
14 development on the east side of Columbus.
15 Some irrigate from surface water, others use
16 groundwater, some are near livestock
17 operations, some, as you've heard today, use
18 livestock production on as a part of their
19 production practices.

20 My point, of course, is that a
21 single national, one-size-fits-all leafy
22 greens marketing structure that favors the

1 development of one-size-fits-all on farm
2 production practices or matrix, as contained
3 in something like the California leafy green
4 agreement, will not work for Ohio farmers.

5 Let me share with you a number of specific
6 concerns that we have with the proposed rule.

7 First, basic structure of the
8 proposed system. USDA defines in the Federal
9 Registry notice several distinct groups that
10 would be involved in any future leafy green
11 program. One of these groups is called
12 handlers. Another group, the actual grower,
13 is called the producer. For fee purposes, the
14 term, first handler, is also introduced and is
15 unclear. While this general description of
16 the leafy green industry may be accurate for
17 some parts of the country, it is not accurate
18 for Ohio. Ohio leafy green growers tend to be
19 the handler as well, so they are involved in
20 growing, packing, and shipping of product.
21 These Ohio grower/handlers range in size from
22 small volume growers who serve a local direct

1 market to large volume operations that move
2 product across state lines. Such differences
3 in industry structure for various parts of the
4 country must be recognized in order for any
5 new program to be successful. The proposal
6 subdivides the country into zones that are
7 far too large with far too many variances in
8 cultural practices between the northern and
9 southern states, which are all included in
10 single zones. The zones that includes Ohio,
11 for example, stretch as far north as Wisconsin
12 and as far south as Alabama. These vertical
13 slices across the US maybe need to be
14 redefined to a smaller or perhaps state-based
15 division. We also note only one producer is
16 allowed on the administrative committee from
17 our zone, zone four. Plus, the administrative
18 committee is dominated by handlers, who will
19 dictate on-farm production practices. This
20 construction of the system is very troubling
21 and needs to be modified. It also appears our
22 grower/handlers could not serve on the

1 national committees as a grower, if they also
2 handle produce. So, can they serve on the
3 committee as a handler if they are also a
4 grower, or are these individuals completely
5 left out?

6 Secondly, state-by-state
7 flexibility as per on farm practices.
8 Flexibility per developing in meeting on farm
9 practices is key to the success of this new
10 marketing agreement, as different growing
11 regions on a national, even at the state
12 level, vary significantly. For example,
13 different regions of the country use
14 production land very differently, such as
15 continual use of specific land for produce
16 production versus shifting use of land between
17 pasture, other crops, and production of
18 vegetables. We strongly believe that any
19 specific on farm practices be developed at the
20 state level and that this will achieve the
21 best results. The state-based program could
22 better recognize more localized management

1 issues such as water usage, wildlife
2 challenges, harvesting practices, soil
3 amendments, and more.

4 I know that the proposed leafy
5 green rule does not contain specific on-farm
6 practices. This is unfortunate because we
7 don't have the specifics to consider. But,
8 the California leafy green agreement does have
9 the specifics and is very often referred to as
10 the example of where the national agreement is
11 headed. Given the California agreement as an
12 example, Ohio growers have major concerns with
13 a number of specific on-farm requirements such
14 as water usage, animal intrusion, field
15 sanitation, harvest requirements, soil
16 amendments, and more. These specifics were
17 designed around some California cultural
18 practices and are not conducive to Ohio and
19 many other states' accepted practices. From
20 what we understand, many medium and small
21 growers in California also have major concerns
22 with the California agreement. This being the

1 case, how can we possibly expect these
2 practices to be workable for Ohio farmers?

3 The development of any new system
4 should consider the impact on various size
5 operations across the country. In Ohio, we
6 have one of the largest concentrations of
7 Amish farmers, you've met some of them. These
8 produce growers that do not use electricity
9 rely on horses in the production practices.
10 They often pick, pack, and sell their produce
11 all in one day, as they've shared with you.
12 We also have growing numbers of successful
13 small produce auctions, as they explained.
14 Under the proposed new rules, we are concerned
15 about this. These are a few of the many
16 specific examples that highlight the need for
17 flexibility.

18 Given these needs, we support a
19 national initiated agreement, but with
20 development, implementation, and enforcement
21 conducted on a state basis. Perhaps such a
22 system could be tiered so that smaller growers

1 can more easily participate and comply, and
2 various tiers that are suitable for various
3 types of producers. Such flexibility would be
4 more conducive to various structures of the
5 industry and could recognize various cultural
6 practices within a state or region. The Ohio
7 Farm Bureau office has received many calls
8 from small and medium-sized growers, organic
9 growers, representative of our Amish
10 community, and more, all very concerned, right
11 or wrong, with some of the ideas being
12 proposed in this rule. Flexibility would go
13 a long way to addressing in many of these
14 concerns.

15 Third, the good science. We
16 believe any new practices should be based upon
17 proven and effective practices and sound
18 science. Most of our produce is not grown in
19 an indoor or enclosed environment and should
20 not be regulated in a manner that is
21 unrealistic to achieve. We understand that
22 currently some of the science-based

1 assumptions behind the California leafy greens
2 approach is now being called into question.
3 These challenges question the contamination
4 threat related to water quality and animal
5 intrusion. I suggest the federal government
6 take the time to fund and complete the science
7 and research needed to determine the most
8 appropriate and safe practices to assure safe
9 food supply before moving forward with any
10 vast new set of costly and complicated on-farm
11 production practices. It's our understanding
12 that most, if not all, recent food recalls
13 have not been aimed at the farm but further
14 down the food chain. If this truly is the
15 case, should we not be focusing research and
16 the new systems at the risks down the food
17 chain, versus the farm?

18 Fourth, state coordination. Any
19 new program should be coordinated with
20 existing state programs and not negate them.
21 Such coordination will be crucial to the
22 success of the new marketing agreement and

1 will provide redundancy in programming or the
2 elimination of successful programs. We need
3 to bolster the funding, education, and
4 training for inspectors. And when inspections
5 are needed, such inspection should be
6 conducted by or coordinated with existing
7 programs. We understand California is
8 struggling with inspection services per their
9 state agreement. Given the likely complexity
10 of this new agreement, we should not move
11 forward without such a federal plan before you
12 figure out how to make it work on such a large
13 scale.

14 Five, economic impact. We want to
15 make it clear that Ohio, and likely other
16 states, are at a distinct disadvantage
17 regarding the compliance costs with this new
18 rule because we must spread costs over a
19 shorter growing season, as opposed to some
20 states like California that can spread the
21 costs over the entire year, given their longer
22 growing season. Any new system should be

1 economically viable within existing industry
2 structures that vary across the country.

3 We also believe that if the state
4 achieves a certain target enrollment in the
5 program by volume of its production, it should
6 then be allowed to receive federal aid per
7 program operation purposes. If we are
8 undertaking expensive new practices in the
9 name of food safety, which is a public good,
10 shouldn't the public also help pay for it?

11 It is also difficult to estimate
12 and address cost issues without fully knowing
13 what new on-farm practices or matrices will be
14 required or needed to be developed or
15 implemented. Of course, all new on-farm
16 practices or matrices must be practical and
17 cost-effective, and we recommend that a cost-
18 benefit analysis accompany all required
19 matrices. Some implementation flexibility
20 should be granted depending on results of the
21 cost-benefit analysis. Also, on-farm
22 practices and matrices should not have a

1 greater economic impact on one region than
2 another. For all these reasons and more, we
3 recommend any future leafy green rule from
4 USDA be accompanied by a package of funds to
5 aid in the successful on-farm implementation
6 of such on-farm practices.

7 In looking at the audit sheets of
8 California, as a small grower, I don't see
9 where I will find the time, let alone the
10 dollars to pay for this type of program.

11 As I said before, I already
12 maintain a series of good management practices
13 on my farm, but how much more paperwork,
14 should I be expected to complete, at what
15 cost? I fear this proposal as it now stands
16 now will only serve to drive Ohio produce
17 farmers out of business.

18 Six, the official certification
19 mark. We believe that the establishment of
20 liability be clearly stated in such a new
21 program given the introduction of an official
22 mark. If the new program is mark-based, then

1 we recommend that liability for the product be
2 with those who fixed the mark and end at the
3 point of delivery to the next receiver of the
4 product.

5 Seven, the advisory committee.

6 Prior to this rule being finalized, USDA
7 should consider creating an advisory committee
8 that could offer comments to the department
9 about the design of any new system. Such
10 upfront input to USDA could lead to stronger
11 industry buy-in to the program, a more
12 effectively developed program, and could
13 achieve quicker implementation.

14 In conclusion, as we move forward
15 in improving upon the safest, most abundant
16 food system in the world, let's remember to be
17 practical and cost-effective. We must use
18 sound science, allow flexibility for states to
19 work with growers in developing best
20 practices, and most importantly, we should
21 recognize, embrace, and build up the diverse
22 food production system we have in this

1 country. The leafy green industry is an
2 important component of Ohio agriculture, and
3 any future rulemaking regarding leafy greens
4 should not be proposed without careful
5 consideration of the issues we have raised.
6 Without such changes, the Ohio Farm Bureau
7 will oppose this agreement. Thank you again
8 for this opportunity to comment.

9 JUDGE HILLSON: Okay, Ms. Schacht,
10 I'm going to let your -- I'm going to receive
11 your written statement into evidence as
12 Exhibit 68.

13 (Whereupon, Exhibit 68 was marked
14 for identification and received
15 into evidence.)

16 JUDGE HILLSON: And I will now ask
17 the panel if they have any questions for you.
18 Ms. Schmaedick?

19 EXAMINATION - BY USDA

20 MS. SCHMAEDICK: Melissa
21 Schmaedick, USDA. Good afternoon Ms. Schacht,
22 thank you for your testimony. So, the first

1 thing I want to clarify, is, are you speaking
2 on behalf of the Ohio Farm Bureau today?

3 THE WITNESS: As a member of Ohio
4 Farm Bureau, a grassroots individual of that
5 organization, yes.

6 MS. SCHMAEDICK: Okay, so, did
7 they send you as a -- as an official
8 ambassador to represent the group?

9 MS. SCHMAEDICK: You asked the
10 question earlier of when people have gotten
11 involved in the process. I was on the initial
12 committee when we submitted comments in
13 October of 2007. We actually met Jeff Zeller
14 also testified, he was on the committee,
15 myself, and two other people that were earlier
16 here in the audience, were available to our
17 policy development staff, and we went through
18 the original proposal in 2007 and submitted
19 comments. And, so, as someone who
20 participated in the discussion, I was asked to
21 come and testify.

22 MS. SCHMAEDICK: Okay, so, you

1 were asked by the bureau to testify and they
2 have seen this testimony and the agree with
3 that?

4 THE WITNESS: Yes. We conferred
5 as we wrote the testimony.

6 MS. SCHMAEDICK: Okay, and you
7 also mentioned that you are a farmer. And,
8 that you have a family farm. Are you familiar
9 with the SBA definitions that we've alluded
10 to, over the day?

11 THE WITNESS: I am aware of them.
12 To be able to recite them, no.

13 MS. SCHMAEDICK: Okay, would you
14 be comfortable identifying yourself as a small
15 or a large grower?

16 THE WITNESS: I would fall under
17 the category of small.

18 MS. SCHMAEDICK: Okay. And, you
19 mentioned that you produce leafy greens. What
20 other types of products you produce?

21 THE WITNESS: About 20 different
22 crops in addition to leafy greens would be

1 sweet corn, strawberries, pumpkins, potatoes,
2 green beans, tomatoes, peppers. The list is
3 extensive.

4 MS. SCHMAEDICK: Okay, thank you.

5 So, on page two of your testimony, under the
6 first bolded heading, basic structure in
7 proposed system, you talk about the terms
8 handler, or producer and grower, and that in
9 Ohio, it seems as if there are many producer
10 handlers, entities that would qualify as both.
11 Is that correct?

12 THE WITNESS: I believe that there
13 are producers that would qualify also is
14 handlers, that, the lines are blurred in their
15 operations.

16 MS. SCHMAEDICK: So, these
17 producer handlers, do they tend to -- does
18 their product tend to go into conventional --
19 into the market, or are they pretty much sold
20 locally? Are they sold to other handlers, or
21 is it -- does it stop?

22 THE WITNESS: As I described Ohio,

1 as well, in the testimony, there is product
2 being sold within the state as well as going
3 outside of the state, that producers at
4 several different levels of size are
5 participating in those types of commerce.
6 It's the diversity issue.

7 MS. SCHMAEDICK: Right, and I'm
8 just trying to -- what I'm trying to identify
9 is, what percentage is of Ohio leafy greens
10 grower handlers deliver their product to a
11 second handler? Do you know that by any
12 chance?

13 THE WITNESS: I cannot speak to
14 that specifically, no.

15 MS. SCHMAEDICK: Okay. re you
16 currently operating under any type of
17 certification program?

18 THE WITNESS: No.

19 MS. SCHMAEDICK: Okay, and you
20 mentioned a state program, that you would be
21 in favor of a state program. Is that correct?

22 THE WITNESS: Correct.

1 MS. SCHMAEDICK: Under that state
2 program, how would that be funded? Would that
3 be an assessment based program or -- have you
4 --

5 THE WITNESS: The way your
6 proposal is, is that the assessment is how you
7 address funding. If you continued with the
8 proposal of making modifications to it, that,
9 rather than large maney or multistate zones to
10 where the matrix or the standards were drawn
11 up, more state specific, then it still could
12 be addressed in the way that the proposal is
13 through assessments. Whether or not that's
14 the best method, I'm not an expert to speak to
15 that.

16 MS. SCHMAEDICK: But the idea of
17 having an assessment, is that something that
18 you're opposed to?

19 THE WITNESS: I agree that there
20 is going to be a need for funds. And, where
21 those funds are best sourced, again, I would -
22 - I don't believe that I could speak to.

1 MS. SCHMAEDICK: Okay. And,
2 you've been here throughout the morning. Is
3 that correct?

4 THE WITNESS: Yes ma'am.

5 MS. SCHMAEDICK: Okay. So, on the
6 question of flexibility, have you heard
7 statements made today that would indicate to
8 you that there might be flexibility in this
9 proposal, the type of flexibility that you're
10 looking for?

11 THE WITNESS: I don't believe it's
12 been specific enough to guarantee or to assure
13 us that there would be enough flexibility --
14 the right kind of flexibility, or the right
15 direction that the matrix, as they refer to it
16 in the proposal, would be drawn up in a manner
17 that addresses the diversity of our state and
18 our membership.

19 MS. SCHMAEDICK: Okay. The -- you
20 state that the Ohio Farm Bureau has 230,000
21 members, is that correct?

22 THE WITNESS: Yes.

1 MS. SCHMAEDICK: Can you say with
2 regard to the state of Ohio, what percentage
3 of farms would fall under the small business
4 category versus the large business category?

5 THE WITNESS: I would have to
6 either refer you to the ag statistics or one
7 of the censuses.

8 MS. SCHMAEDICK: Okay.

9 MS. SCHMAEDICK: I -- all right.
10 Thank you, those are all my questions.

11 JUDGE HILLSON: Any -- go ahead
12 Ms. Carter.

13 MS. CARTER: Good afternoon,
14 Antoinette Carter with the USDA. Just a few
15 follow-up questions. With regards to Ohio
16 Farm Bureau Federation, the 230,000 members,
17 would you explain a little bit more about the
18 makeup of that membership, what it's comprised
19 of?

20 THE WITNESS: We have a couple of
21 different membership categories, active farmer
22 category would include those who are actively

1 farmer farming, employed by a farmer, retired
2 from farming, or own a farm operation though
3 not active in farming it. Then, there is
4 associate membership, and that would be anyone
5 who wishes to be a member to support
6 agriculture.

7 MS. CARTER: So, do you have a
8 number of how many members are actually
9 producers and growers?

10 THE WITNESS: I don't have that
11 number in front of me, and I'm one of those
12 individuals that unless I have it written down
13 in front of me, I can't recall it as well.

14 MS. CARTER: And, on page one of
15 your prepared statements, to indicate that as
16 a -- as someone who owns a farm operation,
17 that you're currently engaging in good farm
18 practices and food safety practices. Could
19 you explain what some of the things that
20 you're currently doing?

21 THE WITNESS: Obviously, there
22 would be issues with water usage, and -- I

1 tend to sometimes defer to my husband for some
2 of the terminology and the listing of those
3 practices, but it would be cleanliness of the
4 tools and the equipment we use when we are
5 harvesting or using -- planting the field,
6 crop rotation, which fields are used and which
7 way.

8 We do have pleasure animals on the
9 farm, and so, manure handling is a great
10 issue, and we do address those practices.
11 Similar to that, that the organic community
12 would use.

13 In the market then, of course,
14 it's all the good handling practices, that
15 would be the cooler temperatures, it would be
16 cleanliness issues, sanitation, those kind of
17 practices.

18 MS. CARTER: So, is it correct
19 that you're maintaining documentation and
20 records, as well, as part of those practices?

21 THE WITNESS: Because I'm not in a
22 certification program, I'm not necessarily

1 documenting every step of every process.

2 MS. CARTER: Are you doing any
3 type of documentation or record-keeping with
4 regards to --

5 THE WITNESS: Like I said, because
6 I'm not participating in the certification
7 program, I'm not necessarily documenting every
8 process or every step.

9 MS. CARTER: Okay. And, I hope
10 this is not redundant, but on page two of your
11 statement, you state that the term, first
12 handler, is a bit unclear in this proposal.
13 Based on your understanding, what do you think
14 that term means?

15 THE WITNESS: Let me first explain
16 why it seems unclear, rather than how you
17 stated the question may be. Is it -- right
18 away, it says that someone who handles
19 produce, but then it lists all those who are
20 not included. And yet, those are all people
21 or entities involved in the chain that I deal
22 with. And, it's like, well, if they're not

1 handlers, then what is a handler, I guess is
2 how I would say that it seems unclear to me.

3 I market to other retailers as
4 well as retailing myself. I market to
5 caterers and food service entities, and I also
6 market to brokers. And so, who in that chain
7 is a handler, if they've handled the product?
8 That is where I'm confused or unclear about.
9 You know, it says anybody who handles leafy
10 greens, but then it turns around and
11 eliminates most of the handlers.

12 MS. CARTER: You understand the
13 term relate to which types of handlers that
14 would be assessed under the program?

15 THE WITNESS: Ask it again please?

16 MS. CARTER: Is it -- do you --
17 well, is it your understanding that first
18 handlers would be assessed or could be --
19 could be signed up to be or eligible to be
20 signatories under the program?

21 THE WITNESS: At whatever
22 definition that you're using as a handler and

1 saying that the first handler is the one that
2 would be assessed, I can see where you believe
3 that there is a path from which to draw the
4 assessment.

5 And, if that's your question
6 related to where are we going to get the
7 funds, then you've got to start someplace.
8 So, the first handler is a place to start.
9 But, is it the right one or does it guarantee
10 the use of the agreement, ensures safer food.

11 MS. CARTER: All right, on page
12 two, I believe it's that last full paragraph,
13 you note that there were, I guess, a number of
14 different major concerns with regards to the
15 current California agreement, including animal
16 intrusion, fields sanitation, harvest
17 requirements, soil amendments. Can you
18 explain or -- specifically, what you're
19 talking about with regards to these areas?

20 THE WITNESS: Only briefly that
21 the -- in the different times that I have
22 tried to do more research on the national

1 proposed leafy greens agreement, that you
2 continually come upon the materials that
3 explain that there is not enough proof that
4 any -- that some of these aspects of the
5 matrix in California greens has true basis in
6 regards to a food threat to food safety.
7 If I can cite a specific article, or a
8 specific website, no. I am aware, though of
9 the debate that some of the levels of practice
10 on the matrices might not be justified.

11 MS. CARTER: So, you don't have
12 any specific areas that --

13 THE WITNESS: No.

14 MS. CARTER: Okay. That's all I
15 have, thank you.

16 JUDGE HILLSON: Anything else from
17 the panel? Ms. Deskins? Or -- oh.

18 MS. DASH: Suzanne Dash. How many
19 acres does your family farm?

20 THE WITNESS: We raise crops on
21 120 acres, 60 of it is vegetables.

22 MS. DASH: How much of that is

1 normally leafy greens?

2 THE WITNESS: Approximately an
3 acre and a half.

4 MS. DASH: Do any of the small
5 grocers or other markets that you sell to have
6 any food safety requirements that you have to
7 meet?

8 THE WITNESS: No. I -- the
9 majority of my crops are sold locally,
10 directly to the consumer. And then, a small
11 portion is wholesale, and no, I don't have any
12 that are requiring any kind of certification
13 or third-party audit.

14 MS. DASH: The California
15 checklist that you referenced, what was that?

16 THE WITNESS: It's the audit
17 checklist from the GLMA.

18 MS. DASH: Okay.

19 THE WITNESS: The LGMA, excuse me.
20 I got that backwards. LGMA.

21 MS. DASH: So, there are some
22 practices on the checklist that you are doing,

1 and then there are some that you are not
2 doing?

3 THE WITNESS: Yes.

4 MS. DASH: Is that right? Can you
5 give an example of something that you're not
6 doing that would be burdensome?

7 THE WITNESS: I'm not sure how was
8 referred in here. Let me see if I can find my
9 highlight. The field sanitation issues with
10 your workers, I am practicing. But, I operate
11 a pick your own operation as well, and only
12 one out of all the pick your own crops I offer
13 do I segregate my public from my field staff's
14 access to the field. So, even though I'm
15 practicing good field sanitation with my
16 workers, I have -- I don't always have the
17 amount of control over my public as I have
18 over my workers. So, that would be of an
19 example of where I'm not complying.

20 MS. DASH: Thank you, that is all
21 I have.

22 JUDGE HILLSON: Anything else from

1 the panel? Ms. Deskins?

2 MS. DESKINS: Sharlene Deskins,
3 USDA, Office of General Counsel. You said for
4 the Ohio Farm Bureau, that there were
5 different categories of membership. Do you --
6 can you tell us how many members would be in
7 the active farming category?

8 THE WITNESS: I don't have those
9 numbers in front of me, I don't rely on my
10 memory when I do that.

11 MS. DESKINS: Okay, so, I guess
12 you wouldn't have any idea of how many --

13 THE WITNESS: You --

14 MS. DESKINS: of that number, how
15 many would actually be leafy greens farmers?

16 THE WITNESS: Right, I couldn't
17 even -- yeah, I couldn't then even break it
18 down further, no.

19 MS. DESKINS: Okay.

20 THE WITNESS: Unfortunately, we
21 deal with that on our county level where we
22 want our Ohio staff to provide us with even

1 those kind of detailed information and those
2 kind of databases. They are difficult to
3 maintain.

4 MS. DESKINS: Okay. Another
5 question, on the last page, you talk about
6 liability for the use of the official
7 certification mark. What did you mean by
8 liability?

9 THE WITNESS: From a very naive,
10 just a person on the ground type of
11 perspective, if I am being held accountable
12 with traceability that my product is clean,
13 and then I happened to send it to a handler or
14 in -- and, I have met this standard that I
15 started to begin an audit process, began the
16 GAPs, and they affix a mark, even if it's just
17 to the bill of lading, but they're not -- if
18 there is not good care as to that movement of
19 that product, then how sure can I be that the
20 liability won't make it back to me at the
21 farm?
22 That's a concern. But, if people see that

1 mark and I think, okay, this is pure, and then
2 something happens in the handling process, can
3 we have some guarantees that the liability is
4 within the realm of activity or handling, that
5 realm of time?

6 MS. DESKINS: So, in other words,
7 you see this agreement as somehow impacting
8 liability issues if there is a food
9 contamination issue?

10 THE WITNESS: I believe it could.
11 I believe that consumer education is not
12 included in this at all, and that even though
13 we speak, and it was mentioned earlier today,
14 that it's only to be at the handler level,
15 that the mark is seen or whatever, and that
16 they don't intend for there to be a disparity
17 between the product of someone who's
18 participating and someone who's not, but we
19 believe that it could occur, that it would
20 become a marketing tool, that then it could
21 also be drawn into, also, a liability issue.

22 THE WITNESS: Okay, so you also

1 think that there should be consumer education
2 on what the liability is, if there is a food
3 contamination problem?

4 THE WITNESS: Not what the
5 liability is, but our -- but consumer
6 education, not on the liability. Consumer
7 education as to the meaning of the mark, the
8 meaning of what it is that that notes. What
9 the agreement addresses.

10 MS. DESKINS: Okay. Because, I'm
11 still trying to understand -- I'm still trying
12 to find it -- I'm still trying to understand
13 what your understanding is about liability is
14 in this agreement. You -- so, your
15 understanding is, somehow, liability should be
16 connected with the person who uses the mark?

17 THE WITNESS: Correct.

18 MS. DESKINS: And, the liability
19 in regards to who?

20 THE WITNESS: I'm not sure I
21 understand the second part of your question.

22 MS. DESKINS: Well, if you're

1 talking about liability, who should be held
2 liable for the use of the mark? Are you
3 saying, whoever uses it then is liability, if
4 there is a food contamination?

5 THE WITNESS: If there is a
6 breakdown in the system, then it's -- if the
7 mark is supposed to ensure no breakdown in the
8 system, then is the liability held only to
9 those who use the mark, or does it go beyond
10 that?

11 MS. DESKINS: Okay. Again, I'm
12 just trying to understand. You see this
13 agreement then, as with all -- as somehow
14 involving tort liability on food contamination
15 issues?

16 THE WITNESS: Considering it's
17 supposed to be an assurance type program, as
18 my understanding, that there will be the
19 perception, I believe at some point, that
20 liability -- if there is a breakdown in the
21 system, has to be attributed.

22 MS. DESKINS: Okay, the other

1 question that I had was, you had here that the
2 Ohio Farm Bureau will oppose this agreement if
3 there is not changes. Does the Ohio Farm
4 Bureau currently support the Nationally Leafy
5 Greens Agreement?

6 THE WITNESS: No, and in our
7 comments that were submitted in 2007, also,
8 addressed these concerns at that time, and as
9 the proposal moved up through the process, we
10 did not see those changes implemented --
11 included.

12 MS. DESKINS: Okay, so are you
13 really trying to say here that the Farm Bureau
14 does not support this agreement?

15 THE WITNESS: We support a
16 nationally initiated agreement, if it's on a
17 state-by-state basis. We don't feel the way
18 it it appears without matrices being
19 specified, without the -- whether it --
20 without the parameters. When it comes to --
21 if there are going to be different sets of
22 matrix -- because can until today, we weren't

1 hearing that the zones for the administrative
2 committee could be different than the zones or
3 regions for how the matrix were drawn up. And
4 so, our position was that Ohio, as a state
5 alone, is diverse, let alone in comparison to
6 the rest of the country, and that as this
7 proposal moves forward, and becomes a rule,
8 that if you're going to develop matrices that
9 apply to us, are they or are they not going to
10 be according to zone or the entire nation, and
11 that our position is that it's only suitable
12 if it's tailored either state-by-state or
13 state collection -- collection of states that
14 have similar climactic and cultural practices.

15 MS. DESKINS: I have no further
16 questions.

17 JUDGE HILLSON: All done? Any
18 questions from the audience? How about
19 proponents?

20 EXAMINATION - BY PROPONENTS

21 MR. STENZEL: Tom Stenzel, from
22 United Fresh Produce Association. Thank you,

1 Ms. Schacht, for being here. Could you
2 clarify again, when you first heard about a
3 national leafy greens agreement and began
4 considering that?

5 THE WITNESS: In the fall of 07.

6 MR. STENZEL: So, as much as 2
7 years ago.

8 THE WITNESS: Uh-huh.

9 MR. STENZEL: So, the Farm Bureau
10 has discussed that, your staff, board members,
11 --

12 THE WITNESS: Uh-huh.

13 MR. STENZEL: Even if we may come
14 out at different points in what we're
15 recommending, would it be fair to say that you
16 have been very well informed and involved in
17 the process of discussing and having input?

18 THE WITNESS: Has Farm Bureau been
19 involved in and informed? Yes.

20 MR. STENZEL: And at this point in
21 time, would you say that for the Ohio farmers
22 on that -- on behalf of Farm Bureau, that

1 pretty much everybody would have a stake in
2 the issue has had an opportunity to have their
3 voice heard?

4 THE WITNESS: Not thoroughly.

5 MR. STENZEL: I'm curious, have
6 you had any discussion with your counterparts
7 in the California Farm Bureau who are
8 proponents of this agreement?

9 THE WITNESS: Personally, no. Our
10 staff, yes.

11 MR. STENZEL: Do you have any way
12 to characterize the discussions as to, you
13 know, what they've told you, why California
14 Farm Bureau would support this?

15 THE WITNESS: Could you say that
16 again please?

17 MR. STENZEL: Any reason -- do you
18 have any understanding of why California Farm
19 Bureau would support it when Ohio does not?

20 THE WITNESS: Like in your earlier
21 question, I haven't had the direct
22 discussions. Ohio does not support it but

1 because we do not feel that the way it's
2 structured right now that it's suitable for
3 Ohio. Regardless of whether it's Georgia or
4 California or Nova Scotia, you know, --

5 MR. STENZEL: Right.

6 THE WITNESS: Dorothy, we're not
7 in Kansas anymore.

8 MR. STENZEL: Do you know if the
9 Farm Bureau -- Ohio Farm Bureau supports an
10 Ohio Grown campaign or some type of marketing
11 program that supports buy Ohio?

12 THE WITNESS: There is an Ohio
13 proud program.

14 MR. STENZEL: Yes.

15 THE WITNESS: And, by local type -
16 -

17 MR. STENZEL: So, you would
18 support that Ohio proud program?

19 THE WITNESS: Yes. There is
20 support for the Ohio program -- the Ohio proud
21 program.

22 MR. STENZEL: Do you have any way

1 to assure the public that all of the growers
2 who use that Ohio grown program are complying
3 with good agricultural practices?

4 THE WITNESS: I am also a member,
5 in addition to Ohio Farm Bureau, Ohio produce
6 Growers and Marketers Association as well, and
7 so I am privy, also, or am supportive of our
8 efforts to establish and -- the Ohio project,
9 which is an Ohio fresh produce standard. We
10 would -- we really see that it needs to be
11 more comprehensive than just a leafy greens
12 marketing agreement, and that just as you
13 heard our Amish community talk about the
14 efforts, because they are a such a concern,
15 not just in the Amish community, but in the
16 state, because we do have such a large volume
17 of people who are interacting directly with
18 the consumers, that they do wish to have a --
19 good practices that builds that consumer
20 confidence. I don't necessarily see, with the
21 way the proposal is now, that other than
22 promoting that there is another system in

1 place, that the government's overseeing, with
2 some stamp that was on the bill, that we can
3 necessarily guarantee consumer confidence, or
4 assure the consumer safe food.

5 MR. STENZEL: You are aware of the
6 FDA's guidance document for leafy greens
7 production?

8 THE WITNESS: Aware somewhat. Not
9 versed.

10 MR. STENZEL: Do you know if the
11 Ohio Farm Bureau supports that all growers of
12 leafy greens should follow the FDA guidance?

13 THE WITNESS: You are asking if
14 Ohio Farm Bureau has encouraged its membership
15 to do such?

16 MR. STENZEL: Yes ma'am.

17 THE WITNESS: Per se, probably,
18 you know, I can't recall a specific time that
19 they did that.

20 MR. STENZEL: Okay. One last
21 question, and this is a particularly troubling
22 one for me. In your testimony, you refer to

1 foodborne illnesses associated with packaged
2 products, not raw materials, not raw lettuce,
3 but in bagged salads or that type of thing.
4 Do you or the Ohio Farm Bureau have any
5 evidence whatsoever that E. coli 0157H7 has
6 been introduced in a packaging plant as
7 opposed to on the farm?

8 THE WITNESS: Do I have evidence
9 of that? Not as a local farmer.

10 MR. STENZEL: As a representative
11 of the Ohio Farm Bureau, do you have --

12 THE WITNESS: Do I have --

13 MR. STENZEL: You used that in
14 your testimony today. Do you -- what evidence
15 do you base your testimony on, that outbreaks
16 have been associated with packaged salads as
17 opposed to contamination of raw product?

18 THE WITNESS: I guess I would have
19 to say no, I don't.

20 MR. STENZEL: Thank you.

21 JUDGE HILLSON: Anything else? Go
22 ahead Mr. Giclas.

1 MR. GICLAS: Hank Giclas, Western
2 Growers. Thank you, Ms. Schacht, for your
3 testimony. I just have a couple of quick
4 questions. Do you -- are you -- is there any
5 language in the proposal that you believe
6 would preclude the national marketing
7 agreement from developing specific on-farm
8 metrics at a state level?

9 THE WITNESS: I don't believe it's
10 specific enough to assure that that's the
11 method that they would use.

12 MR. GICLAS: But, there's no
13 language that would necessarily preclude that
14 either. Would you agree?

15 THE WITNESS: I would agree that
16 it's vague enough that it could even be a
17 national -- all 50 states compliance program.

18 MR. GICLAS: Are you aware of
19 language in the proposed program that allows
20 the national agreement to collaborate with the
21 existing state programs to affect its
22 purposes?

1 THE WITNESS: You say, did I
2 notice that part in the -- in there? Again,
3 my biggest concern is how a vague or how
4 unassuring it is stated in there.

5 MR. GICLAS: Well, do you have a
6 copy of the proposed agreement in there?

7 THE WITNESS: I have the one dated
8 September 3, '09.

9 MR. GICLAS: Then, can I refer you
10 to section 970.49? I think it's on page
11 45570, section D, under powers, and, ask you
12 to read that.

13 THE WITNESS: And, I have
14 highlighted in pink to collaborate with state
15 existing boards, and that -- and commissions
16 and in agreements with memorandums of
17 understanding to affect purposes of the
18 agreement. Memorandums of understanding as
19 are not necessarily guaranteed. Are they?

20 MR. GICLAS: Do you understanding,
21 a memorandum of understanding to --

22 THE WITNESS: Probably not as well

1 as you, sir.

2 MR. GICLAS: But the language, I
3 guess, my point is -- you said that there is
4 language in there that would allow for
5 collaboration with the state program.

6 THE WITNESS: So, again, my reason
7 for being here to testify is to emphasize that
8 from the Ohio perspective, we want to see that
9 kind of collaboration.

10 MR. GICLAS: Thank you. I guess
11 my last question is, in the first section of
12 your testimony, under structure, you talked
13 about handlers dominating the administrative
14 committee. Can I ask you, your understanding
15 of the proposal, who would pay for or pay the
16 assessments that are associated with the
17 national marketing agreement?

18 THE WITNESS: As the question
19 earlier about first handlers, I know there has
20 to be a point in time, whether or not that's
21 the only point of assessment, because the way
22 the proposal is, that it is directing more

1 toward handlers. That -- and, that's where
2 you refer to using the mark, that's about the
3 only place where you can guarantee where you
4 can assess accurately. Correct?

5 MR. GICLAS: Well, I appreciate
6 the answer yes. Thank you.

7 JUDGE HILLSON: Anything else?

8 MR. GICLAS: I don't have anything
9 else.

10 JUDGE HILLSON: I don't have
11 anything else either. Thank you for
12 testifying. You may step down.

13 Call your next witness. You don't
14 have a written statement to take it?

15 MR. JONES: No, sir.

16 Whereupon,

17 BOB JONES

18 having been first duly sworn, was called as a
19 witness herein, was examined and testified as
20 follows:

21 EXAMINATION - DIRECT

22 JUDGE HILLSON: Could you please

1 state your name and spell it for the record?

2 THE WITNESS: Bob Jones.

3 JUDGE HILLSON: Don't spell it for
4 the record.

5 THE WITNESS: Thank you.

6 JUDGE HILLSON: We'll skip that
7 part of it. And, you may testify.

8 THE WITNESS: Good afternoon. I
9 certainly want to take an opportunity to thank
10 the panel for not only giving us the
11 opportunity here in the Midwest to give
12 comment, but obviously to come up to Columbus.
13 I certainly don't envy the task that you have
14 been given. The testimony here today
15 obviously draws passion from both sides, and
16 you have a big task in front of you.

17 My name is Bob Jones, my family
18 and I operate a 200 acre vegetable farm in
19 Huron, Ohio, which is right on Lake Erie. Our
20 farm currently raises over 600 varieties of
21 heirloom produce and sells them to
22 restaurants. I am the immediate past

1 president of the Ohio Produce Growers and
2 Marketers Association, and I also served nine
3 years on the board of directors of the Ohio
4 Vegetable and Potato Growers Association,
5 which was one of the three founding members of
6 the OPGMA, three years ago. My testimony
7 today is on behalf of our family farm and our
8 100 employees.

9 You have heard and I have reviewed
10 countless hours of testimony both today and in
11 previous weeks from many folks who are
12 passionate about their views concerning this
13 proposal. Several testimonies have been
14 entered into the record as to the specifics
15 that surround this proposal, and I will not
16 reiterate these issues. I would, however,
17 like to enter into the record a few questions
18 that I personally have representing our farm
19 that I feel need to be addressed as this
20 proposal moves forward and that have caused me
21 to believe this proposal, the National Leafy
22 Greens Marketing Agreement, is not in the best

1 interest, at this time, of the collective
2 industry in the United States, nor the
3 consumer of those products.

4 Whether you are in favor of or
5 opposed to this proposal, we can all agree on
6 a few basic points. Food safety is critically
7 important and is truly a social responsibility
8 of all growers of leafy greens as well as
9 other vegetables. We can agree that improving
10 best practices of grower handlers, and even
11 consumers, is vital to our collective efforts
12 and in reducing foodborne illness outbreaks.

13 The Western Growers Association is an
14 excellent organization that has done an
15 outstanding job for several years of both
16 promoting and protecting it's members. The
17 Western Growers Association's efforts to
18 develop food safety standards is commendable.

19 While these efforts are well-intentioned and
20 commendable, we have issues with the proposal.

21 I believe that it is critically important to
22 and understand that Western Growers

1 Association, the National Leafy Greens
2 Counsel, the California Leafy Greens Marketing
3 Agreement, nor the Arizona Leafy Greens
4 Marketing Agreement, while representing a
5 majority of the leafy greens produced, do not,
6 and I repeat, do not represent the entire
7 industry and certainly not the best interests
8 of my family or even Ohio's growers.

9 Leafy greens are not the only
10 commodities that need to have best practices
11 addressed. A more comprehensive approach may
12 be in order. A state's rights cannot and must
13 not be overlooked when it comes to it's
14 citizen's rights to protect its abilities to
15 earn a living. I have heard and read
16 testimony in these proceedings that the
17 Arizona and California leafy greens marketing
18 agreements have been a good thing for those
19 state's growers. However, not all of those
20 state's growers in those states agree that it
21 has been completely effective, nor in the best
22 interest of the entire state's growers.

1 I believe in the California Leafy
2 Greens Marketing Agreement, that the point has
3 been made and confirmed that the state's large
4 growers and it's grower organizations can come
5 together as has been the case in both the
6 California and the Arizona, to develop
7 standards to protect its members, the
8 consumers of its harvest, by developing
9 standards that reflect its environmental and
10 cultural issues in their state. I both
11 congratulate and applaud the Western Growers
12 Association and it's member growers for the
13 their success in these efforts. All I am
14 asking is that you afford us here in Ohio, the
15 exact same opportunity.

16 In closing, the review panel
17 probably noticed, as you came to Ohio this
18 week, that the climate is a bit different here
19 in Columbus than it was in either Monterey or
20 in Florida. The climate isn't the only
21 difference, and I think that's the point. We
22 have specific environmental conditions and

1 cultural practices that are unique to Ohio.

2 I want our standards to represent those
3 differences.

4 I want to thank the USDA for
5 conducting these hearings and for coming to
6 Ohio. Please consider as you make these
7 decisions, the potential ramifications to my
8 family and the vast number of small producers
9 in Ohio and around the United States of our
10 abilities to continue to earn our livelihood
11 as multigenerational family farms growing
12 leafy greens. Thank you.

13 JUDGE HILLSON: Thank you, Mr.
14 Jones. Let me ask the panel if they have any
15 questions.
16 Ms. Schmaedick, do you have questions? Go
17 right ahead.

18 EXAMINATION - BY USDA

19 MS. SCHMAEDICK: Melissa
20 Schmaedick, USDA. Thank you, Mr. Jones.
21 First question, I don't believe you stated the
22 name of your farm.

1 THE WITNESS: The Chef's Garden.

2 MS. SCHMAEDICK: The Chef's
3 Garden, okay. And I understand you to say
4 that in your opinion, a best practices program
5 that looked at -- that looks at all
6 commodities and not just leafy greens would be
7 your preference?

8 THE WITNESS: Yes.

9 MS. SCHMAEDICK: And, I also
10 clearly understand that your -- that program
11 that identifies differences in production
12 techniques and environment, et cetera, is
13 important --

14 Do you have any suggestions as to
15 how a program that would cover all commodities
16 and recognize a multitude of growing
17 environments could possibly be constructed?

18 THE WITNESS: I do, and at a later
19 time when we're further along with developing
20 our Ohio standard, I would love to share that
21 with you.

22 MS. SCHMAEDICK: Okay, thank you.

1 JUDGE HILLSON: Anything else from
2 the panel? From the USDA panel? Ms. Dash?

3 MS. DASH: Suzanne Dash. I wanted
4 to ask you if you would be considered a large
5 farmer or a small farmer, based on small
6 business administration's definition of
7 \$700,000 per year gross sales?

8 THE WITNESS: By your definition I
9 am a large farmer.

10 MS. DASH: Do you -- do any of the
11 buyers that you sell to have any food safety
12 requirements that you have to follow?

13 THE WITNESS: Yes.

14 MS. DASH: So, you are doing good
15 agricultural practices already, are these --
16 do you have audits on your farm?

17 THE WITNESS: Yes. Currently, I
18 am subjected to an Ohio Department of
19 Agriculture annual audit, an FDA annual audit,
20 the USDA annual audit, an AVENDRA, a Primus
21 audit, and an AIB audit, and a CERES GAP
22 certification in the field, HACCP, GMP, GHP,

1 and a crisis management plan.

2 MS. DASH: Thank you, that's all I
3 have.

4 JUDGE HILLSON: Anything else from
5 the USDA panel? Anything from the proponents
6 panel? Mr. Resnick?

7 EXAMINATION - BY PROPONENTS

8 MR. RESNICK: Jason Resnick,
9 Western Growers. First, for clarification, I
10 may have misheard, I thought I heard Ms. Dash
11 say \$700,000 as the definition of a small
12 grower?

13 JUDGE HILLSON: I think it was in
14 the oral typo.

15 MR. RESNICK: I just want to
16 clarify.

17 JUDGE HILLSON: I think 750 is the
18 number you --

19 MS. DASH: Seven-fifty.

20 MR. RESNICK: So, at \$750,000,
21 that being the threshold, are you still
22 considered a large grower?

1 THE WITNESS: Yes.

2 MR. RESNICK: Okay, I just want to
3 clarify that. You mentioned that you grow a
4 variety of heirloom vegetables. Can you
5 specify which leafy greens identified in the
6 proposal you grow?

7 THE WITNESS: All but one and 20
8 additional.

9 MR. RESNICK: All but one --

10 THE WITNESS: And 20 that you
11 would probably classify as others. I classify
12 them in my operation as leafy greens. In your
13 proposal, all but one of the leafy green
14 commodities that you've listed, and 20
15 additional.

16 MR. RESNICK: Which is the one
17 that you don't grow?

18 THE WITNESS: I can't pronounce
19 it. It begins with a D. And it's probably a
20 name I just don't recognize.

21 MR. RESNICK: That's okay, thank
22 you. Do you believe that the framework for

1 the leafy greens marketing agreement could
2 provide the regional differences that you've
3 specified as being necessary for a food safety
4 program?

5 THE WITNESS: As it's currently
6 written, no.

7 MR. RESNICK: What would -- in
8 your opinion, be required to improve the
9 marketing agreement for leafy greens?

10 THE WITNESS: Throw it out and
11 start over.

12 MR. RESNICK: Thank you.

13 JUDGE HILLSON: Thank you for your
14 testimony, Mr. Jones. You may step down. Ms.
15 Lovera, you may call your next witness. I'm
16 going to mark the written statement of Dr.
17 Goland as Exhibit 69.

18 (Whereupon, Exhibit 69 was marked
19 for identification.)

20 Whereupon,

21 CAROL GOLAND

22 having been first duly sworn, was

1 called as a witness herein, was examined and
2 testified as follows:

3 EXAMINATION - DIRECT

4 JUDGE HILLSON: Could you please
5 state your name and spell it for the record?

6 THE WITNESS: Sure, it's Carol, C-
7 A-R-O-L, Goland, G-O-L-A-N-D.

8 JUDGE HILLSON: And, you have a
9 statement that you wish to read?

10 THE WITNESS: I do.

11 JUDGE HILLSON: Please proceed.

12 THE WITNESS: Thank you. My name
13 is Carol Goland, and I am the executive
14 director of the Ohio Ecological Food and Farm
15 Association, or OEFFA. We're a nonprofit
16 organization that works to educate about,
17 promote, and advocate for sustainable
18 agriculture. But OEFFA also operates OEFFA
19 certification, which is a USDA accredited
20 organic certifier and we appreciate the
21 opportunity to be here today to give testimony
22 regarding the proposed National Leafy Greens

1 Marketing Agreement, and thank you for coming
2 to Columbus.

3 Many of the concerns that we have
4 with the specifics of the proposal have been
5 voiced in testimony by opponents at the other
6 hearing sites, and so I am not going to repeat
7 them here. I'm going to do that both as a
8 courtesy to our panelists who've already spent
9 many hours listening to them but also for a
10 more important reason, and that is that we
11 really do not believe that improvement to the
12 specifics of this proposal can save it from
13 what we see as it's fundamentally flawed
14 premises. So, I'm here today to express our
15 opposition to the proposed National Leafy
16 Greens Marketing Agreement, which we believe
17 is not an effective way to address food safety
18 concerns.

19 Our opposition is based on three
20 arguments.

21 First, the stated aim of the
22 proposed National Leafy Greens Marketing

1 Agreement is to improve the food safety of
2 leafy green vegetables. And, while we most
3 certainly endorse the goal of a safer food
4 supply, we do not believe that the
5 Agricultural Marketing Service of the USDA is
6 the right agency to be charged with ensuring
7 the safety of leafy greens. We feel instead
8 that the effort to establish food safety
9 standards should be guided by an agency with
10 greater expertise in food safety, such as the
11 US FDA, which is an agency who has at it's
12 core mission, safeguarding public health.

13 Second, we do not believe that
14 this the right time for marketing agreement
15 focused on food safety be to be brought
16 forward. As you know, congress is currently
17 considering legislation that would have the
18 FDA establishe science-based standards for raw
19 agricultural commodities, including leafy
20 greens. At the same time, the president's
21 Food Safety Working Group has recommended a
22 new public health focused approach to food

1 safety. And, while concerned about the risks
2 of delaying, we do believe these efforts
3 should be allowed to reach their conclusions
4 in order to avoid potentially conflicting sets
5 of standards.

6 Third, we are concerned that a
7 marketing agreement is not the right
8 instrument for something as fundamentally
9 important to public health as food safety.

10 Adopting processes that minimize the risk of
11 pathogenic contamination should not be
12 voluntary. In addition, a marketing agreement
13 that takes a crop by crop approach to food
14 safety is both inefficient as well is
15 impractical. We are concerned that
16 diversified farms, characteristics of many
17 farms in Ohio, as you've heard here today,
18 could be asked to implement multiple standards
19 for food safety based on a variety of
20 commodities grown or be forced to shift to
21 monoculture agriculture, either of which could
22 be economically and ecologically devastating.

1 None of this critique in any way
2 is meant to signal that the safety of leafy
3 greens is not important. It is vitally
4 important. However, we believe that in the
5 current proposal, the agent, AMS, the time,
6 now, and the tool, a marketing agreement, are
7 all wrong for this critical task. For that
8 reason, we urge the USDA to not further pursue
9 this proposal and instead to work in support
10 of other efforts aimed at developing and
11 implementing food safety standards that are
12 regionally appropriate and scale sensitive.
13 We hope that these standards will address food
14 safety in a manner that gives priority to the
15 highest risk foods and processes while maxing
16 maximizing producers' abilities to maintain
17 farming operations that are cconsistent with
18 conservation, organic standards, and their own
19 economic well-being. Thank you for this
20 opportunity to testify.

21 JUDGE HILLSON: Thank you, Dr.
22 Goland. I'm going to receive your written

1 testimony into evidence as Exhibit 69.

2 (Whereupon, Exhibit 69 was marked
3 for identification and received
4 into evidence.)

5 JUDGE HILLSON: And, I will ask
6 the panel if they have any questions. Ms.
7 Schmaedick, go right ahead.

8 EXAMINATION - BY USDA

9 MS. SCHMAEDICK: Melissa
10 Schmaedick, USDA. Good afternoon. Ms. Goland
11 -- or, Dr. Goland.

12 THE WITNESS: Either way, I
13 answer.

14 MS. SCHMAEDICK: A couple of quick
15 questions, I hope. First one is, you state
16 that process that would minimize contamination
17 should not be voluntary. Are you advocating
18 a mandatory program?

19 THE WITNESS: I think, depending
20 on what that would look like, but I guess I
21 would add that that doesn't mean that it's
22 necessarily a federally mandated program, I

1 guess. I'm trying to say that I don't think
2 food safety is something that we can choose to
3 opt in or opt out of.

4 MS. SCHMAEDICK: Okay. And, you
5 also state that you believe that the FDA would
6 be the more appropriate governing body to
7 oversee program?

8 THE WITNESS: I'm going to check
9 my words because I think I tried to state it
10 very carefully.

11 MS. SCHMAEDICK: Okay.

12 THE WITNESS: I think I used the
13 word guided, guided by an agency who had that
14 expertise in food safety, and also, who had
15 had as its core mission, safeguarding public
16 health.

17 So, I really was trying to make a
18 -- to emphasize the importance for having the
19 good science, scientific guidance that the FDA
20 can provide us.

21 MS. SCHMAEDICK: And, the proposed
22 agreement as it's currently written, in your

1 opinion, does it not provide for hand in hand
2 guidance with FDA.

3 THE WITNESS: I do see the
4 inclusion of the FDA on the technical review
5 board committee. Otherwise, the mechanics of
6 that collaboration or partnership are not
7 entirely clear to me.

8 MS. SCHMAEDICK: And, you have
9 read the proposal. Is that correct?

10 THE WITNESS: Not every single
11 word, but yes.

12 MS. SCHMAEDICK: Are you familiar
13 with the definitions of good agricultural
14 practices, good handling practices, good
15 manufacturing practices?

16 THE WITNESS: Not in detail. I
17 mean, those are familiar terms to me.

18 MS. SCHMAEDICK: Okay. Do you
19 have a copy of the proposal?

20 THE WITNESS: Yes.

21 MS. SCHMAEDICK: So, I would like
22 to direct your attention 2970.9, and 970.10.

1 THE WITNESS: Okay.

2 MS. SCHMAEDICK: If you could take
3 a look at those definitions, could you tell me
4 whether or not the FDA is referenced?

5 THE WITNESS: The FDA is
6 referenced in both of those sections.

7 MS. SCHMAEDICK: So, does that
8 provide you any further information on whether
9 or not FDA would be integrated in the -- in
10 this program as it's proposed?

11 THE WITNESS: I think I was aware
12 of that. So, yes, it reminds me of that fact.

13 MS. SCHMAEDICK: Okay. Are you
14 aware of the current commodity specific
15 guidelines that are being reviewed by FDA?

16 THE WITNESS: I'm aware of the
17 July 2009 guidance that they brought out. Is
18 that correct, on leafy greens? And, if I'm
19 not mistaken, we're moving on to tomatoes and
20 melons. But, I may be not correct about that.

21 MS. SCHMAEDICK: So, in your
22 opinion, is the FDA incorrect in its approach

1 in developing commodity specific guidelines?

2 THE WITNESS: You know, it seems
3 to me that at some point, you have to
4 understand the science of the pathogens that
5 are involved, in order to understand the --
6 how contamination occurs and moves, you have
7 to understand something about the commodities
8 that they affect and then, everything else
9 about the environment in which that occurs.

10 So, I guess I see a difference between
11 generating the science that guides our
12 decision-making, and coming out with -- how to
13 say it, coming out with directives about how
14 to approach food safety in a crop by crop
15 manner. To me, it just is not reflective of
16 the kind of diversified farms that we have
17 here in Ohio, and I think that the concern
18 that has been voiced is, you know, how will
19 producers cope with multiple sets of whatever
20 you want to call them, standards, guidances,
21 metrics. When they're developed commodity by
22 commodity.

1 MS. SCHMAEDICK: Okay, thank you.

2 THE WITNESS: Thank you.

3 JUDGE HILLSON: Anything else from
4 the -- go ahead, Mr. Souza.

5 MR. SOUZA: Anthony Souza, USDA.
6 Thank you, Dr. Goland. A couple of questions,
7 just one question. On commodity specific, in
8 your final remarks on the back of your
9 prepared statement, you discuss concerns about
10 the diverse farms and multiple standards, and
11 then you conclude in your ending paragraph, we
12 hope that these standards will address food
13 safety matters in a way that gives priority to
14 the highest risk foods and processes. Any
15 suggestions on how you would approach, without
16 going commodity specific, on addressing the
17 highest risk foods and processes?

18 THE WITNESS: Well, I appreciate
19 that question. And, I think that the emphasis
20 on that sentence is the word priority. That
21 is, I know, I think we have an enormous task
22 in front of us, in terms of addressing food

1 safety issues in the country, and were not
2 going to do it all at once. So, part of that
3 means sort of chronologically, let's give
4 priority to those commodities, which we know,
5 either based on experience or the particular
6 nature of that crop, is most susceptible to
7 food safety problems.

8 MR. SOUZA: So, in FDA's reviewing
9 of some of the guidance documents, one of them
10 being the leafy greens, that I believe melons,
11 and tomatoes, do you feel like they're going
12 down the correct path on that?

13 THE WITNESS: You know, I don't
14 feel like I really have the knowledge or
15 expertise to comment on that. I mean,
16 obviously, I'm aware from just the popular
17 press, and what I've seen in terms of reports
18 of outbreaks and it's clear that leafy greens
19 have been implicated in a number of those, but
20 I don't have at the ready a table in my head
21 of frequency of outbreaks by commodity. I'm
22 going to assume that they are doing that based

1 on some knowledge of some kind.

2 MR. SOUZA: Under the multiple
3 standards, I can see where your concern is
4 here on the diversified farms. Can you think
5 of a way that one might approach, let's say,
6 you have a farm that is maybe growing 25 or 30
7 different commodities, and implementing a
8 program that will cover all 25 to 30 of those
9 without imposing higher standards on a
10 singular individual commodity, let's just say,
11 for instance, that, in your multiple standard,
12 a diverse farm, you've got somebody growing
13 apples, so you're setting up a set of
14 standards or of metrics for that diversified
15 farm, and then you have an individual apple
16 grower. Would one -- could one imply that the
17 standards for that apple grower might be more
18 restrictive than if it was an individual
19 standard for that commodity, or individual
20 metrics?

21 THE WITNESS: So, if I understand
22 you correctly, we're looking at a grower who

1 has a single crop of apples, versus a grower
2 who would have apples -- who would be growing
3 apples as one of 20 or 30 crops.

4 MR. SOUZA: Correct.

5 THE WITNESS: And, the question is
6 whether the single crop apple grower would
7 have a more stringent set of guidelines to
8 follow.

9 MR. SOUZA: Imposed upon him.

10 THE WITNESS: Imposed upon him or
11 her.

12 MR. SOUZA: Her, correct.

13 THE WITNESS: I don't think I see
14 the rationale for that, though on the other
15 hand, I see the danger on the diversified
16 farm, of if you're not managing -- juggling
17 multiple standards for multiple crops, what do
18 you do other than default to sort of the
19 strictest set of standards or the start of
20 standards for the crop that has the strictest
21 standards and -- so that you're only dealing
22 with one, and assuming that that covers

1 everything else. I mean, I think it's a real
2 problem.

3 MR. SOUZA: Thank you.

4 JUDGE HILLSON: Anything else from
5 the panel? How about the proponents?

6 MR. RESNICK: No, Your Honor.

7 JUDGE HILLSON: Okay, thank you,
8 doctor. You may step down.

9 THE WITNESS: Thank you.

10 JUDGE HILLSON: And, Ms. Lovera,
11 you may call your next witness.

12 Whereupon,

13 RICHARD WANDER

14 having been first duly sworn, was
15 called as a witness herein, was examined and
16 testified as follows:

17 EXAMINATION - DIRECT

18 JUDGE HILLSON: Could you please
19 state your name and swell up and spell it for
20 the record?

21 THE WITNESS: Richard Wander, R-I-
22 C-H-A-R-D W-A-N-D-E-R.

1 JUDGE HILLSON: Okay, and I'm just
2 marking your written testimony as Exhibit 70.

3 (Whereupon, Exhibit 70 was marked
4 for identification.)

5 JUDGE HILLSON: And, I assume you
6 want to read that?

7 THE WITNESS: I would like to.

8 JUDGE HILLSON: Please proceed.

9 THE WITNESS: My name is Richard
10 Wander and I am a partner at Lynd Fruit Farm
11 in central Ohio. I thank you for taking the
12 time to listen to the concerns and needs of
13 growers in our region. While I am not a leafy
14 greens grower, I am president of the Ohio
15 Produce Growers and Marketers Association, and
16 have grave concerns of the effects of a
17 national marketing order on the many growers
18 throughout our state. If put in place a
19 national agreement would have an effect on all
20 produce growers and not just on leafy green
21 growers.

22 The California Leafy Greens

1 Marketing Agreement worked because it was
2 designed specifically for the local condition
3 of Western Growers. The whole agreement is
4 invalidated when it's specifics are attempted
5 to be applied to the hold United States.

6 Growers in each state must come
7 together to design food safety plans that work
8 for each region. I question how we are
9 supposed to comment on this agreement when not
10 all the specifics of the plan have been
11 developed. The proposal for developing a
12 national leafy greens agreement calls for very
13 limited grower involvement. The Ohio Produce
14 Growers and Marketers Association cannot
15 endorse this national effort. I believe that
16 for any food safety standards to work we need
17 involvement with all growers and not just a
18 selected few.

19 We, as produce growers in the
20 state of Ohio, are very concerned about
21 delivering a safe and reliable products to our
22 customers. To do this we must have food

1 safety plans that are based on science and fit
2 each of our individual operations. Over
3 regulation and unnecessary requirements only
4 take away our time and energies from duties
5 necessary to make our products reliable.
6 Thank you.

7 JUDGE HILLSON: Okay, Mr. Wander,
8 I'm going to receive your written testimony as
9 Exhibit 70.

10 (Whereupon, Exhibit 70 was
11 received into evidence.)

12 JUDGE HILLSON: And I will ask the
13 panel if they have any questions of Mr.
14 Wander. I don't see -- do you have a
15 question, or do you --
16 go ahead, Ms. Schmaedick.

17 EXAMINATION - BY USDA

18 MS. SCHMAEDICK: Melissa
19 Schmaedick, USDA. Thank you, Mr. Wander, for
20 your testimony. It just -- I was wondering if
21 -- well, there's been a lot of testimony today
22 about how the proposal lacks specifics.

1 THE WITNESS: Uh-huh.

2 MS. SCHMAEDICK: In terms of
3 metrics. And, I'm wondering is -- what is
4 your understanding of this program and,
5 hypothetically, if it were to be implemented,
6 is it your understanding that regulation would
7 start immediately, or would there be a phase
8 in process during which metrics would be
9 developed?

10 THE WITNESS: I do not know the
11 answer to that, as far as phasing in.

12 MS. SCHMAEDICK: Would it make a
13 difference if you had the understanding that
14 regulation would not become effective unless
15 it were actually developed?

16 THE WITNESS: I mean, I -- what
17 would make the most difference to growers in
18 Ohio is that we feel like we should be able to
19 control our own destiny, that we should be
20 able to develop our own food safety agreement
21 as opposed to having something developed for
22 the whole United States. And, that's our main

1 concern, is that as California and Arizona
2 were able to develop their own programs, that
3 we would be able to do the same thing here in
4 Ohio.

5 MS. SCHMAEDICK: Okay, thank you.

6 JUDGE HILLSON: Anything else from
7 the panel? The USDA panel, Ms. Dash?

8 MS. DASH: Suzanne Dash. Could
9 you explain how a national agreement would
10 have an effect on all produce growers?

11 THE WITNESS: Well, what we see
12 happening is that if something was put in
13 place for leafy greens, that buyers would want
14 that same type of agreement put in place for
15 other produce commodities, not just for leafy
16 greens.

17 MS. DASH: Thank you.

18 JUDGE HILLSON: Anything else from
19 the USDA panel? Anything from the proponents
20 panel?

21 MR. RESNICK: No, Your Honor.

22 JUDGE HILLSON: Okay, thank you

1 for your testimony, Mr. Wander, you may step
2 down.

3 You may call your next witness Ms.
4 Lovera. I'm going to mark Ms. Walden's
5 testimony as Exhibit 71.

6 (Whereupon, Exhibit 71 was marked
7 for identification.)

8 Whereupon,

9 NATALIE CAMPBELL WALDEN

10 having been first duly sworn, was
11 called as a witness herein, was examined and
12 testified as follows:

13 EXAMINATION - DIRECT

14 JUDGE HILLSON: Okay, and you can
15 state your name. You do not have to spell it,
16 because you already spelled it before.

17 THE WITNESS: I already did. But,
18 I am Natalie Campbell Walden, and on the list
19 that I saw right here, I am the last, so if
20 that will make your day better. Anyway, my
21 name my name is Natalie Campbell Walden and I
22 am here today on behalf of Turner Farm, a

1 certified organic farm in suburban Cincinnati,
2 as well as the longest continuously operating
3 CSA in our region. As stated in the Turner
4 Farm Mission Statement, Turner Farm operations
5 promote the connection between people of all
6 ages and the land that feeds them in body,
7 mind, and spirit, through education, and
8 example. Our goal is to produce fresh,
9 healthy, food in a safe and sustainable way.

10 Through education and example, we nurture
11 understanding of the rhythms of nature and our
12 place in the natural world, fostering
13 recognition of personal responsibility for
14 stewardship of the land, feeding both
15 ourselves and the community at large.

16 We do not support a national
17 NLGMA. The suggestions, and to say that I
18 have listened well and learned well today, and
19 I understand that no metrics have been set up
20 for a national system, so, but I do still have
21 concerns that they will not fit the dynamics
22 of a small farm like Turner Farm. A thriving

1 small farms are essential in reestablishing
2 our vital eating habits in this country, and
3 that a substantial belief of the Turner Farm,
4 to help change our eating habits.

5 We see national NLGMA as a
6 solution to a marketing problem, not a
7 solution to the stated problem of food safety
8 and food education. The local food movement
9 is part of the solution to the problem of
10 getting clean, safe, fresh, nourishing food to
11 the general public, and if the tenets of
12 national LGMA are recommended, many small
13 farmers would be unable to comply. Why?
14 Because these proposals do not take into
15 account the ethos of organic farming or the
16 science of biodiversity in farming.

17 In approaching the issue of food
18 safety, we need a multilayered solution that
19 takes into account not only science but farm
20 size, climate considerations and cultivation
21 methods, environmental issues and population
22 pressures.

1 We at Turner Farm are confident that the USDA
2 has the best interest of the American people
3 at heart, vibrant local farm markets can only
4 strengthen the health of our population and of
5 our economy.

6 JUDGE HILLSON: Thank you.

7 THE WITNESS: And, thank you so
8 much for letting me speak today.

9 JUDGE HILLSON: Thank you for
10 testifying. I will receive your written
11 statement as -- into evidence as Exhibit 71.

12 (Whereupon, Exhibit 71 was
13 received into evidence.)

14 JUDGE HILLSON: And, I will ask
15 the panel if they have any questions of Ms.
16 Walden. Go ahead Ms. Schmaedick.

17 EXAMINATION - BY USDA

18 MS. SCHMAEDICK: Melissa
19 Schmaedick, USDA. And, thank you, Ms.
20 Campbell Walden, or just Walden?

21 THE WITNESS: I go by both.

22 MS. SCHMAEDICK: Okay. Well,

1 thank you for your testimony, I appreciate it.
2 You stated that you are an organic farm. Is
3 that correct?

4 THE WITNESS: Yes.

5 MS. SCHMAEDICK: And, in your
6 opinion, the National Organic Program, is it
7 a marketing program?

8 THE WITNESS: I would -- I heard
9 someone else answer that, someone answered
10 that question before and yes we are a
11 marketing -- it is a marketing program, yes.
12 This, it was certified through OEFFA, and it
13 is a marketing program.

14 MS. SCHMAEDICK: So, --

15 THE WITNESS: And, we are audited
16 accordingly.

17 MS. SCHMAEDICK: Is organic
18 production distinctly different from
19 conventional?

20 THE WITNESS: Yes in that the
21 interweaving of many different -- the
22 interweaving of many different biosystems and

1 the -- not applying pesticides that could be
2 harmful to the organic systems and the living
3 systems and organisms that create a farm like
4 Turner Farm, which, after 15 years of growing,
5 there are many systems that interface, and
6 sometimes in conventional systems, a pesticide
7 of some sort could stop one of those systems
8 that created a whole organic flow and sustain
9 a community at large.

10 MS. SCHMAEDICK: So, I'm curious.
11 You state that it's a actual production
12 method. Yet, you say that the National
13 Organic Program is a marketing program.

14 THE WITNESS: Well, Turner Farm
15 is, has its -- is more of an educational -- we
16 are now a 501(c)(3) and it is -- the mission
17 is to educate. We're a CSA that requires a
18 work involvement. Turner Farm sells at the
19 local farmers market, but it's overriding
20 focus of of its founder was that it was an
21 educational program. We have youth come in
22 from the inner city and see what it's like to

1 actually -- and, they have them help harvest
2 on Fridays for the Findlay market on
3 Saturdays, so they actually see where their
4 food gets -- comes from, and we find that many
5 children do not where their food is coming
6 from, and they don't even know that soil is
7 involved in the food that comes from, so that
8 is -- I would say that that is more in ethos
9 of the Turner Farm than marketing it's
10 produce. It's really creating that connection
11 within the community that we live in, between
12 the individuals of the community and the food
13 and where comes from, and how it's produced,
14 and what that requires, and how important
15 farmers are in our society. To -- you know,
16 you know that if you don't have farmers, you
17 don't eat.

18 MS. SCHMAEDICK: Okay, thank you.

19 THE WITNESS: Yes.

20 JUDGE HILLSON: Ms. Deskins.

21 MS. DESKINS: Ms. Campbell Walden,
22 when he testified that -- you might've already

1 answered this, but the dynamics of a small
2 farm don't fit into the national leafy green
3 agreement. Just if you know, can you tell us
4 what sections of it are not fitting in with
5 the small farms?

6 THE WITNESS: My concern is -- our
7 concerns were in that -- in looking at one --
8 and it has been addressed today, in looking at
9 the metrics of the California -- you know, the
10 California LGMA, that, for instance, on our
11 farm, there is a commitment to having trees
12 involved and, you know, there is a commitment
13 to the integration of the land. And, it
14 seemed that we might have to move the forest
15 away from our garden if what had been
16 suggested in California was moving ahead and
17 that that compliance would have limited our
18 land and our growing possibilities, and so it
19 has been -- I have been educated today to
20 learn that it will not -- the metrics will be
21 not just imposed upon all of the farmers in
22 that these issues will be developed according

1 to the needs of small farmers, as well as the
2 medium, as well as the monocultures, which is
3 the big monocultures which are very different
4 and have different problems.

5 I mean, we have beehives because
6 we have flowers and plants growing all year,
7 and there is a different issue when you only
8 have one plant. You need bees to be brought
9 in to a monoculture when it only blooms once
10 for three weeks a year. So, it's just a
11 different issue. And, I'm glad to hear that
12 all those issues will be addressed if
13 something moves forward.

14 MS. DESKINS: Thank you.

15 THE WITNESS: Yes. Thank you.

16 JUDGE HILLSON: Ms. Carter?

17 MS. CARTER: Antoinette Carter
18 with the USDA. Just a, I guess, a follow-up
19 question.

20 THE WITNESS: Yeah.

21 MS. CARTER: Can you explain or
22 describe what products you grow on your farm?

1 THE WITNESS: Well, there is an
2 entire -- there is salad and spinach and the -
3 - I always get it in another language, the --
4 purple -- eggplant and salad mixes. We have
5 spinach all year, that we grow underneath --
6 fresh spinach, and right now they are the --
7 excuse me, I'm nervous. The jerusalem
8 artichokes are quite wonderful, and we had a
9 meat CSA as well, so there is also the
10 involvement -- there are sheep and chickens
11 and pigs in certain areas. And, there is
12 cilantro and parsley, and there is a flower
13 CSA as well, so we have fresh flowers, and
14 corn. And -- organic corn.

15 MS. CARTER: So, how many acres,
16 do you farm on, and specifically, how many of
17 those are dedicated to leafy green production,
18 if you're able to share it?

19 THE WITNESS: I would sure there
20 is 60 acres that are farmed, and I would say
21 two acres are leafy green, because, the
22 eggplants and the jerusalem artichokes aren't

1 on the list. And the corn. But, we have a
2 lot of pumpkins for the pumpkin patch.

3 MS. CARTER: Okay, thank you.

4 THE WITNESS: Yes.

5 JUDGE HILLSON: Anything else from
6 the USDA panel? Ms. Dash?

7 MS. DASH: Suzanne Dash. I'm
8 going to get the number correct. I'll save it
9 first. 750,000.

10 THE WITNESS: Fifty thousand.

11 MS. DASH: Would you --

12 THE WITNESS: It's a small farm.

13 MS. DASH: -- be willing to --
14 it's a small farm. Okay, a small farm.

15 THE WITNESS: Gross, yes, thank
16 you.

17 MS. DASH: Thank you, that's all I
18 have.

19 JUDGE HILLSON: Okay, anything
20 else from the panel? Anything from the
21 proponents?

22 MR. RESNICK: No, Your Honor.

1 JUDGE HILLSON: Well, thank you
2 very much.

3 THE WITNESS: Thank you.

4 JUDGE HILLSON: And, you may step
5 down. Oh, sorry, I didn't even see you.
6 Please, I didn't even see you. Please
7 identify yourself.

8 EXAMINATION - BY THE PUBLIC

9 MS. GOLAND: Carol Goland. Are you
10 familiar with the definition of organic
11 agriculture that the National Organic
12 Standards Board used and proposed to the USDA
13 that talks about organic production systems as
14 systems which can serve natural resources,
15 protect biodiversity, and strive to work,
16 using principles of ecological harmony?

17 THE WITNESS: Yes, I am.

18 MS. GOLAND: Okay, good. And, can
19 you understand how the standards that you have
20 to follow in order to be in compliance with
21 the National Organic Program follow from that
22 definition?

1 THE WITNESS: Yes.

2 MS. GOLAND: And, do you see
3 anything, anything inconsistent than between
4 all of that and marketing yourself as organic?

5 THE WITNESS: No.

6 MS. GOLAND: Okay, thanks.

7 JUDGE HILLSON: Anyone else? Now
8 you may step down.

9 Now, you don't have any more
10 witnesses right Ms. Lovera, but you did tell
11 me something during the break about that you
12 have a couple of documents that you are
13 requested to -- earlier, when you testified,
14 I guess, was that -- Was that Monterey?

15 MS. LOVERA: This is Patty Lovera.
16 When I testified in California, you asked me
17 for two things, one was a copy of a report
18 that we had written that I had referenced, so
19 I have that, and then we reran our petition to
20 deal with the duplicate issue, so I have both
21 of those.

22 JUDGE HILLSON: Do you -- any need

1 to call her to the stand to authenticate those
2 documents, or can we just agree that I can
3 just mark those to documents and get them in?

4 MR. RESNICK: I would be curious
5 what the number for the record is.

6 MS. LOVERA: Yeah, we read ran the
7 duplicates, but the petition had still been
8 growing, so it came out at over 7000, even
9 though we took this duplicates out, but it's
10 been a been a week longer, because it still --
11 because we're going to send in at the end of
12 the process, we were just going to send it
13 into secretary Villsack, so we got a couple of
14 more weeks.

15 JUDGE HILLSON: Why don't you hand
16 me those two documents.

17 MS. LOVERA: Okay.

18 JUDGE HILLSON: I'm going to mark,
19 and I guess, and I'm going to admit, -- I'm
20 going to mark it as Exhibit 72, and that would
21 be the Bridging the GAPS study. I'm going to
22 receive that into evidence.

1 (Whereupon, Exhibit 72 was marked
2 for identification.)

3 JUDGE HILLSON: And, I'm going to
4 keep this in order here. I'm going to mark as
5 Exhibit 73, it's a bunch of loose leaf papers
6 in a binder that says Food and Water Watch.
7 I'm just going to put the mark on the outside
8 of the Exhibit, but it's the -- identified as
9 the Petition to the US Department of
10 Agriculture.

11 (Whereupon, Exhibit 73 was marked
12 for identification.)

13 JUDGE HILLSON: And so, I'm just
14 receiving exhibits 72 and 73 into evidence.

15 (Whereupon, Exhibits 72 and 73
16 were marked for identification and
17 received into evidence.)

18 Well, it's getting on to 6
19 o'clock, there are no more witnesses, unless
20 somebody -- someone wants to testify, so what
21 I'm going to do is, I'm going to adjourn this
22 hearing, and we will reconvene in two days,

1 October 8, 2009, in Denver -- actually just
2 outside of Denver, Colorado, in Aurora,
3 Colorado. So, we're off the record.

4 (Whereupon, at 5:51 o'clock p.m.,
5 the trial in the above-entitled matter was
6 adjourned.)

A				
abide 2334:17	2378:5 2383:18	2470:21 2475:13	2317:14	2345:13 2347:18
abilities 2512:14	2384:15,22	achieved 2446:6	adaptations 2254:3	2354:14 2430:16
2514:10 2524:16	2442:3	achieves 2473:4	adapted 2272:17	2430:19 2432:17
ability 2152:3	acceptance	achieving 2411:15	adapting 2243:22	2432:20 2433:18
2166:22 2312:6	2187:13 2216:18	acquiring 2358:2	adaptive 2191:5	2434:19 2435:10
2317:21 2318:7	2297:8 2347:19	acre 2239:10,11,12	add 2181:10	2435:12 2436:4
2347:6,7 2374:13	2348:4 2368:12	2243:1 2250:15	2243:14 2266:14	2481:12 2497:8
2416:16 2442:19	2434:12	2265:8,11,19	2274:11 2281:12	2510:19 2512:11
able 2163:20	accepted 2189:15	2275:7 2307:1	2310:5 2319:15	2547:8 2548:12
2177:16 2193:1	2225:20 2308:7	2346:2,8 2437:13	2354:6 2395:16	addresses 2172:4
2204:15 2228:3	2468:19	2490:3 2509:18	2409:13 2449:3	2188:21 2429:1
2238:6 2251:14	access 2189:13	acreage 2143:4	2525:21	2431:6,14
2253:1,3,7	2197:11 2342:22	2266:20	added 2209:6	2482:17 2495:9
2254:21 2272:21	2405:4 2491:14	acreages 2324:17	2254:3,4,5,7	addressing 2248:5
2283:18 2286:17	accessibility 2191:8	acres 2143:6,7,8,9	2278:11,12	2430:2,15 2434:6
2286:19 2287:8	accessible 2188:12	2251:12,19,19	adding 2319:17	2470:13 2530:16
2330:10 2350:19	2190:18 2197:22	2291:2 2296:8,9	2418:5	2530:22
2361:6 2388:22	2220:10	2306:20 2307:2	addition 2145:15	adds 2456:5
2402:10 2417:17	Accident 2269:3	2313:16 2339:2,3	2146:6 2197:1	adequate 2157:8
2419:6 2420:22	accommodate	2489:19,21	2237:21 2340:10	2158:20 2160:1
2428:1 2432:6	2292:17 2293:4	2549:15,20,21	2342:19 2348:1	2160:22 2162:7
2441:4 2442:16	accommodated	acronym 2333:22	2349:18 2351:4	2173:11 2419:21
2446:5 2453:15	2328:22	act 2283:18	2478:22 2502:5	adequately 2161:1
2456:19 2457:5	accompanied	2382:15,17	2523:12	adhere 2284:14
2478:12 2538:18	2474:4	acting 2383:20	additional 2162:21	adjourn 2554:21
2538:20 2539:2,3	accompany	action 2311:14	2179:4 2186:2	adjourned 2555:6
2549:18	2473:18	2429:19	2215:5 2254:13	administered
above-entitled	accomplish	actions 2385:1	2309:8 2345:8	2194:11
2555:5	2187:21 2251:16	active 2290:8	2518:8,15	administration
absence 2366:17	accord 2312:13	2339:3 2483:21	additionally	2137:11,16
absent 2190:9	account 2229:20	2484:3 2492:7	2143:19 2189:11	2181:3 2205:4
absolutely 2217:12	2313:2,4 2542:15	actively 2338:8	2203:16 2331:18	2266:5 2342:6
2225:19 2287:12	2542:19	2483:22	address 2144:22	2405:19
2318:13 2367:16	accountable	activist 2392:19	2163:20 2214:2	administration's
absorbing 2344:10	2493:11	activities 2216:10	2221:7 2223:18	2306:4 2516:6
abundance	accounted 2171:10	2348:3 2368:11	2225:14 2312:9	administrative
2383:20	2189:20	2398:18 2420:20	2363:20 2384:16	2131:22 2135:13
abundant 2475:15	accreditation	activity 2413:5	2401:13 2402:17	2142:19 2157:19
academia 2460:9	2453:12	2494:4	2426:9 2428:15	2157:22 2162:7
academic 2437:4	accredited 2520:19	actual 2167:22	2429:2 2431:11	2162:18 2163:7
2441:1 2448:2	accurate 2465:16	2200:4,7 2201:16	2457:13 2473:12	2165:2,8 2169:16
accept 2270:11	2465:17	2201:17 2203:7,8	2481:7 2485:10	2197:4 2205:1,8
2322:21 2450:1	accurately 2508:4	2226:7 2465:12	2521:17 2524:13	2205:11,17
2454:5	achievable 2251:5	2545:11	2530:12	2206:1 2207:18
acceptable 2149:4	achieve 2243:21	adapt 2194:19	addressed 2170:4	2231:5 2299:2
2211:17,20	2312:17 2418:18	2263:13	2194:15 2214:11	2343:13 2351:10
	2429:20 2467:20	adaptability	2309:18 2341:10	2352:6 2354:16

2354:19 2364:6,8 2409:11 2415:19 2416:3 2419:3,22 2466:16,17 2498:1 2507:13 administratively 2408:11 administrator 2341:22 admit 2239:3 2377:18 2553:19 admitting 2246:22 adopted 2183:20 2222:18 2310:21 2311:21 2391:6 2392:14 adopting 2310:17 2350:8 2353:20 2523:10 adoption 2181:17 2188:4 2313:6 2392:14 Advanced 2451:14 advances 2190:21 advantage 2183:22 2312:16,18 2342:17 2416:2 advantages 2323:18 adversely 2297:17 advice 2347:16 2352:2 advisement 2267:11 advises 2226:8 advisor 2432:18 advisory 2295:14 2437:17 2475:5,7 advocate 2520:17 advocated 2143:12 2187:12 advocates 2427:6 advocating 2525:17 affect 2297:17 2339:6 2505:21 2506:17 2529:8	affiliated 2277:2 affirm 2235:17 affirmation 2135:21 affirmed 2234:4 affix 2493:16 afford 2251:21 2363:13 2513:14 aforementioned 2313:9 afraid 2372:16 afternoon 2293:6 2332:10 2356:19 2412:20 2438:4 2440:6 2456:14 2476:21 2483:13 2509:8 2525:10 ag 2137:18 2203:8 2217:6 2408:6 2410:18 2483:6 age 2238:11 agencies 2342:5 2394:12 agency 2174:2 2342:2 2375:12 2379:18 2405:20 2420:20 2522:6,9 2522:11 2526:13 agent 2251:15 2360:9 2524:5 ages 2541:6 aggregating 2400:13 aggregators 2349:2 ago 2151:14 2281:11 2282:10 2282:19 2330:13 2377:21 2387:9 2449:14 2499:7 2510:6 agree 2142:12 2144:10,21 2150:2 2171:15 2221:20 2321:2 2426:14 2456:7 2457:7 2458:9 2459:19 2478:2	2481:19 2505:14 2505:15 2511:5,9 2512:20 2553:2 agreed 2273:17 2310:18 agreed-upon 2189:4,19 agreement 2131:11 2140:11,14,21 2141:2,9,14,16,21 2142:2,9,14 2143:16,22 2144:19 2145:3 2146:2,16 2147:2 2147:6,8,13,16 2149:21 2150:12 2152:5,8,18 2153:10 2156:22 2157:2 2158:9,16 2159:22 2160:13 2161:7 2165:3,18 2166:13 2170:8 2170:15,20 2171:12,14 2173:8,20 2174:7 2183:7,9,12,16 2184:2,15,20 2185:6 2187:10 2187:15,20 2190:6,10 2191:12 2192:6 2192:11,17,22 2193:6,13,18 2194:3,5,20 2195:4,17,18 2196:18 2197:10 2197:13,17 2199:8,14 2200:2 2202:15 2204:11 2204:13,19 2206:8 2208:5 2210:5 2212:2,16 2213:9 2214:6,13 2215:1 2216:13 2216:15,19 2217:4 2218:3 2219:11,16	2220:5,9,17 2221:8,15 2223:2 2223:3,17,21,22 2224:20 2225:21 2225:22 2227:10 2227:17,19 2230:18,22 2231:11,15 2238:22 2239:7 2239:16 2240:5,9 2240:12 2244:8 2246:5 2247:21 2248:6 2262:4 2282:18 2291:3 2292:7 2294:13 2295:7 2296:12 2296:14,20 2297:13 2299:10 2302:10 2307:5 2310:16,20 2311:10,15,18 2312:13,15,18 2313:3,5,7 2315:11,20 2321:19 2322:6,8 2323:8,14 2324:5 2326:12,14,18 2332:3 2338:6 2339:15 2341:1 2348:4 2353:4 2354:2 2355:17 2355:19,20 2367:8 2368:12 2368:22 2373:22 2374:3,12 2376:4 2379:13,19 2380:12 2381:8 2381:10,19,20,21 2401:16 2404:13 2404:18 2410:13 2413:2 2422:10 2427:8,16,17 2428:8,16 2434:14,14 2438:21 2439:5 2454:14 2455:4,5 2458:7 2459:15	2463:6,22 2465:4 2467:10 2468:8 2468:10,11,22 2469:19 2471:22 2472:9,10 2476:7 2488:10,15 2489:1 2494:7 2495:9,14 2496:13 2497:2,5 2497:14,16 2499:3 2500:8 2502:12 2505:7 2505:20 2506:6 2506:18 2507:17 2510:22 2512:3,4 2513:2 2519:1,9 2521:1,16 2522:1 2522:14 2523:7 2523:12 2524:6 2526:22 2535:19 2536:1,3,9,12 2538:20 2539:9 2539:14 2547:3 agreements 2143:20 2144:9 2144:16 2171:6 2194:9 2195:8 2199:18 2201:14 2201:19 2202:7 2202:12 2209:15 2219:7,19 2224:7 2274:5 2294:14 2297:2 2342:15 2367:12 2506:16 2512:18 agricultural 2137:9 2137:12 2144:2 2146:8 2149:1 2151:1 2160:10 2160:17 2161:3 2161:13,18 2166:18 2173:13 2188:4 2217:10 2238:4,7,17 2252:9 2253:11 2280:9 2296:7 2330:21 2331:4
--	---	--	---	---

2334:6 2341:3,19 2344:6 2359:12 2378:21 2399:13 2402:12 2403:3 2405:16,18 2420:16,19 2429:22 2432:18 2457:9 2463:3 2502:3 2516:15 2522:5,19 2527:13 agriculture 2131:2 2132:7 2135:14 2137:7 2143:2 2148:14,17 2153:8 2175:19 2279:14 2334:3 2334:14 2335:14 2338:16 2340:4 2398:10 2403:3 2403:14 2413:15 2416:12,19 2417:11,15 2426:19 2427:3,9 2450:18 2454:12 2455:16 2476:2 2484:6 2516:19 2520:18 2523:21 2551:11 2554:10 ahead 2173:10 2179:13 2180:12 2181:19 2198:22 2237:7 2238:20 2242:19 2245:17 2247:9 2281:15 2288:11 2305:13 2309:9,21 2322:7 2332:6 2338:2 2354:8 2356:16 2372:21 2398:6 2417:16 2422:1 2426:2 2437:1,22 2483:11 2504:22 2514:17 2525:7 2530:4 2537:16 2543:16 2547:16 AIB 2516:21	aid 2473:6 2474:5 aim 2521:21 aimed 2399:9 2471:13 2524:10 air 2239:16 airborne 2437:19 aisle 2426:4 Alabama 2295:13 2466:12 alarmed 2402:13 align 2408:18 alignment 2423:4 alike 2412:2 allegations 2389:2 alleged 2192:2 alleviate 2324:5 2327:4 alliance 2414:18 2415:5 2434:16 allow 2144:13 2145:4 2162:1 2184:21,22 2197:20 2204:13 2212:3 2215:2 2296:14 2297:6 2312:9 2323:10 2333:11,14 2367:14 2392:20 2400:6 2455:9 2475:18 2507:4 allowance 2348:22 allowed 2152:22 2191:2 2370:16 2466:16 2473:6 2523:3 allowing 2141:16 2189:12,14 2197:11 2355:16 allows 2150:8 2459:5 2505:19 alluded 2478:9 all-inclusive 2431:6 2431:13 2434:5 2438:18 all-inclusiveness 2436:5 alter 2253:8,8	alternative 2450:20 alternatives 2253:2 altogether 2406:8 ambassador 2361:7,14,17 2362:1 2477:8 amendments 2149:8 2468:3,16 2488:17 AMERICA 2131:1 American 2200:18 2335:20 2543:2 Americans 2180:19 Amish 2238:5 2239:21 2243:6,9 2244:10 2278:4 2296:4 2305:18 2305:20 2404:4 2469:7 2470:9 2502:13,15 amount 2273:21 2276:3,8 2312:3 2318:20 2345:20 2383:16 2384:14 2388:6 2409:18 2427:5 2429:1 2491:17 amounts 2324:17 amplifies 2349:12 2353:16 AMS 2137:21 2341:22 2342:1 2405:17,20 2419:12 2421:3 2524:5 AMS's 2342:21 AMS-FV-09-0029 2131:10 2135:8 analysis 2137:21 2180:22 2441:5 2441:10,12 2442:20 2473:18 2473:21 analyzed 2181:1 ancestors 2238:8 and/or 2168:14 2169:1 2194:13	2202:7 2216:18 2218:5 2319:15 2404:8 anecdote 2385:21 angle 2244:13 2280:2 animal 2149:11 2211:3 2248:19 2256:2 2344:19 2418:9 2468:14 2471:4 2488:15 animals 2226:4 2239:19 2248:22 2255:17 2280:17 2296:15 2345:12 2485:8 Ann 2346:12 2388:9 announcement 2179:18 annual 2398:20 2399:3 2516:19 2516:19,20 annually 2313:17 answer 2172:9 2220:13 2235:21 2235:22 2247:9 2259:3 2265:4 2275:14 2276:5 2277:19 2278:2 2281:5 2282:10 2282:17 2291:6 2291:12,20 2316:1,8 2365:13 2365:13 2372:3 2379:8 2384:1 2385:11,14 2389:9 2392:2 2395:13 2417:22 2421:10 2453:4 2455:11 2508:6 2525:13 2538:11 2544:9 answered 2262:18 2280:15 2423:5 2544:9 2547:1 answers 2142:2	2259:19 2277:10 Anthony 2132:13 2137:17 2172:16 2218:14 2268:8 2422:3 2440:5 2530:5 anti 2227:13 anticipate 2194:1 2197:14 2251:5 2328:11 2400:10 anticipated 2215:7 2230:19 2321:1 2416:15 anticipating 2250:16 antiquated 2238:9 anti-habitat 2227:14 Antoinette 2132:11 2137:10 2168:10 2222:10 2270:15 2304:9 2483:14 2548:17 anybody 2136:1 2275:2 2487:9 anymore 2501:7 Anyway 2540:20 AO-FE-09 2135:7 AO-FE-09-0138 2131:9 apologize 2179:1 2262:17 2316:6 appear 2287:11 2296:12 2297:10 2351:11 APPEARANCES 2132:4 appeared 2299:22 appears 2295:3 2302:14 2466:21 2497:18 applaud 2428:19 2435:22 2513:11 apple 2280:20 2426:20 2532:15 2532:17 2533:6 apples 2237:14
---	--	---	---	--

2304:1 2532:13 2533:1,2,3 applicable 2203:18 2252:17 application 2267:9 2430:12,16 2458:14,15 2459:1,7 applied 2240:4 2273:8 2300:12 2432:7 2436:7 2441:6 2443:2 2456:1 2459:6 2536:5 applies 2444:15 apply 2149:22 2160:10 2267:8 2294:18 2432:11 2441:4 2442:19 2444:10,17 2445:10 2453:16 2459:8 2498:9 applying 2383:1 2430:22 2545:1 appointed 2352:3 2354:20 appointment 2206:1,3 2351:10 appreciate 2283:11 2284:11 2286:6 2290:21 2291:7 2304:5 2306:19 2360:11,15 2366:19 2375:6 2385:13 2386:3 2393:15 2403:1 2508:5 2520:20 2530:18 2544:1 appreciated 2309:12 2366:18 approach 2144:21 2147:21 2167:1 2201:11 2262:1 2297:9 2375:18 2375:21 2379:6 2382:16,21 2388:5 2390:10	2443:14,19,20 2471:2 2512:11 2522:22 2523:13 2528:22 2529:14 2530:15 2532:5 approached 2282:10 2341:14 2359:6 approaches 2378:14 approaching 2187:4 2542:17 appropriate 2144:9 2149:8 2159:3 2167:14 2193:7 2195:15,20 2211:2,15 2215:18 2216:5 2235:21 2471:8 2524:12 2526:6 appropriately 2196:4 appropriateness 2360:16 approval 2206:18 2207:6 2364:21 2365:11 approved 2188:15 2314:8 2382:5 2383:14 approximate 2211:5 2314:3 approximately 2230:7 2295:19 2339:8 2381:10 2490:2 April 2351:1 aqueduct 2159:14 arbitrary 2409:2 area 2145:5 2162:3 2169:12 2215:22 2215:22 2246:9 2265:6,8,11 2266:20 2276:2,3 2276:22 2289:16 2294:21 2295:1,4 2299:13 2300:18	2304:17 2305:20 2339:12 2351:9 2383:15 2407:19 2418:15 areas 2144:4 2158:4,6 2168:5 2172:7 2175:22 2188:11 2189:19 2193:15 2201:21 2202:18 2203:5 2203:22 2215:16 2220:6 2226:2 2249:20 2258:3 2265:5 2276:22 2278:4 2295:5 2297:6,14 2300:12 2302:11 2318:3 2344:2,3 2344:12 2345:14 2345:22 2351:13 2382:11 2383:10 2383:21 2436:9 2464:11 2488:19 2489:12 2549:11 arena 2453:11 arenas 2228:3 argument 2148:21 2382:14 arguments 2521:20 arises 2262:1 Arizona 2143:1,20 2144:8,16 2155:22 2158:13 2159:3,9,13 2186:16 2187:5 2195:8 2199:17 2201:8 2202:7,21 2204:1 2219:6,18 2225:22 2229:3 2229:19 2230:1 2311:12 2312:2 2354:21 2355:2 2366:9,14 2512:3 2512:17 2513:6 2539:1 Army 2437:18 arrangement	2405:11 array 2400:14 arrived 2232:17 2233:2 artichokes 2437:14 2549:8,22 article 2179:10 2181:9 2185:11 2489:7 arugula 2373:8 aside 2406:8 asked 2168:12 2196:15 2277:19 2313:15 2314:1 2365:4 2389:8 2402:5 2417:22 2421:9 2440:12 2477:9,20 2478:1 2523:18 2552:16 asking 2234:20 2363:7 2365:1 2373:17 2379:10 2388:13 2391:13 2395:9 2404:6 2503:13 2513:14 asks 2437:2 aspect 2343:6 aspects 2158:16 2285:14 2489:4 asserted 2410:11 assess 2508:4 assessed 2273:13 2273:16 2274:4 2402:21 2487:14 2487:18 2488:2 assessment 2148:1 2163:13,15 2164:1,6,18 2165:11 2394:22 2445:17 2481:3,6 2481:17 2488:4 2507:21 assessments 2165:5 2216:20 2446:16 2481:13 2507:16 assistant 2138:2 2393:2	assisted 2452:15 associate 2484:4 associated 2145:11 2165:22 2194:6 2195:9,16 2213:6 2214:10,21 2215:21 2217:1,5 2223:16 2227:16 2258:10 2279:9 2381:18 2384:9 2504:1,16 2507:16 association 2138:9 2138:12 2140:1,2 2140:8 2144:3 2155:19,21,22 2168:20 2182:13 2182:16 2186:13 2223:14 2229:1 2229:13 2230:3 2254:11 2290:15 2335:10,21 2375:10 2398:9 2413:14 2426:7 2426:21,22 2427:1 2450:13 2498:22 2502:6 2510:2,4 2511:13 2512:1 2513:12 2520:15 2535:15 2536:14 associations 2219:22 2336:1 2410:15 2426:20 association's 2142:7 2511:17 assume 2193:3 2240:3 2245:15 2316:7,8 2322:5,5 2343:7 2365:21 2396:22 2531:22 2535:5 assuming 2206:8 2370:1 2392:13 2533:22 assumption 2366:3 assumptions
---	---	--	--	---

2471:1 assurance 2144:15 2184:12 2380:13 2496:17 assurances 2182:3 2407:17 assure 2150:7 2165:18 2403:16 2471:8 2482:12 2502:1 2503:4 2505:10 assured 2185:5 ate 2433:12 Atlantic 2415:1 atmosphere-cont... 2378:9 atsome 2305:16 attaching 2242:11 attempt 2363:11 2406:11 attempted 2355:5 2355:12 2536:4 attention 2149:18 2179:9 2193:4 2364:15 2408:4 2410:6 2413:8 2527:22 attorneys 2293:11 2363:13 attracted 2345:14 attributable 2382:13 attribute 2341:16 2353:1 attributed 2496:21 attributes 2342:14 auction 2238:2,14 2238:19 2241:2,3 2242:5,12 2243:3 2243:3 2245:22 2246:20 2251:18 2252:19 2253:22 2255:7 2258:16 2258:18 2259:22 2260:4,11,21 2261:3 2262:21 2262:21 2264:4	2264:10 2267:1,6 2268:10,12,15,18 2269:6,10,12,22 2270:3 2271:3 2275:17 2276:10 2276:13 2277:2 2278:6,15 2279:2 2282:9,10 2283:12,13,14,15 2283:16,19,20 2284:1,22 2287:17,20 2288:19,22 2289:3,10,15 2291:15 2295:15 2295:20 2305:1 2305:12 auctions 2243:5,7,8 2246:10 2258:4,5 2266:19 2267:3 2268:21 2275:19 2275:21 2276:1,7 2277:15,21 2278:1 2279:8 2294:11 2295:17 2295:21,22 2296:3 2469:13 audience 2234:18 2274:16 2306:12 2321:9 2336:20 2349:13 2374:21 2424:19 2451:22 2477:16 2498:18 audit 2144:14 2147:14 2148:8 2148:15 2164:21 2166:16 2171:20 2188:20 2189:17 2189:22 2194:14 2195:15,22 2197:9 2201:17 2203:7,14 2210:2 2251:9,14,21 2307:22 2313:21 2325:16 2364:19 2382:3 2440:13 2440:16 2442:9	2447:11 2474:7 2490:13,16 2493:15 2516:19 2516:19,20,21,21 audited 2150:3,16 2171:16 2251:8 2310:14 2313:17 2326:21 2440:21 2544:15 auditing 2147:8 2162:13 2342:6 2380:14 2440:9,9 2442:6,7,12,14 2445:12,13 auditor 2148:11 2202:5 2313:18 2442:6 2446:15 auditors 2148:13 2153:7 2166:20 2166:21 2167:2 2208:21 2313:20 2453:15 audits 2147:9,15 2148:4,9 2153:6 2165:6,11 2189:7 2193:22 2202:22 2208:7,17 2209:9 2210:12 2296:21 2307:18 2346:14 2516:16 Aurora 2555:2 auspices 2342:10 Australian-based 2448:16 authenticate 2553:1 authorities 2203:4 2418:8 2419:6 2420:10 authority 2194:12 2216:11,14 2379:17 2455:9 authorized 2201:14 2451:8 authors 2452:9 authorship 2452:19	automatic 2349:5 autonomy 2350:19 available 2188:16 2189:13 2190:4 2191:13 2195:13 2213:1 2244:1 2393:5 2477:16 AVENDRA 2516:20 avenue 2369:15 average 2239:9 2404:10 avert 2442:1 avoid 2363:11 2386:3 2420:6 2523:4 awake 2390:19 award 2453:7 aware 2196:9 2213:17 2263:3 2263:14 2267:2 2279:7 2282:13 2303:16 2326:20 2335:16 2355:8 2379:15,22 2381:6,8 2389:14 2408:6 2412:22 2413:3,21 2414:5 2416:20 2421:5 2478:11 2489:8 2503:5,8 2505:18 2528:11,14,16 2531:16 awareness 2179:15 2179:21 2281:14 2413:11 2421:1 A-R-O-L 2520:7 a.m 2131:21 2135:2	2255:2 2283:22 2311:20 2329:6,8 2356:1 2382:1 2409:20 2419:7 2427:21 2431:10 2432:16 2442:5 2454:22 2461:4 2493:20 2530:8 background 2182:10,14 2437:5 2441:1 2442:16 backwards 2238:11 2490:20 backyard 2459:3 back-and-forth 2409:15 bacteria 2280:18 2281:4 bacterial 2344:16 bad 2296:18 2404:5 2412:1 baggars 2349:5 bagged 2145:8 2166:2 2347:3 2349:11 2504:3 bags 2349:7 Baker 2133:8 2236:6,11,19 2240:21 2266:14 2267:5 2268:3 2269:21 2270:2 2270:10 2271:9 2271:10 2273:15 2278:13 2281:12 2282:8 2283:1,16 2288:14 2291:6 2291:22 2292:3 Baker's 2246:18 balance 2390:11 2391:3,9 2400:3 balanced 2207:16 2254:13 balances 2440:15 ballot 2207:2 bar 2234:18 bargain 2218:9
--	--	--	--	--

2434:4 2436:17	2169:4 2179:20	believe 2141:6	believes 2143:15	2286:21,21
base 2278:8 2363:1	2268:19 2297:3	2142:1 2155:10	2144:3 2188:9,20	2288:18 2291:8
2377:16 2504:15	2299:5 2302:17	2157:5,15	2191:11 2193:20	2300:16 2391:20
based 2142:5,21	2307:8 2327:5	2161:10 2165:1,7	2231:7	2398:10 2400:22
2147:22 2148:1	2347:1 2367:22	2173:4 2187:19	believing 2381:14	2436:19 2443:18
2148:15 2163:13	2383:13 2388:5	2190:2 2192:1,1	belong 2341:2	2467:22 2540:20
2163:14 2164:10	2424:4 2454:5	2192:16 2193:15	2434:16	beyond 2187:19
2168:5 2182:16	2459:15 2469:21	2194:4 2195:12	beneficial 2170:1	2319:17 2333:17
2188:16 2206:19	2489:5 2497:17	2195:14,22	2345:9	2355:16 2389:21
2206:20 2210:15	basket 2412:1	2196:4 2197:8	benefit 2183:15	2392:5 2423:17
2210:17 2213:22	bathrooms 2377:14	2201:6,7 2204:22	2198:4 2321:20	2496:9
2214:22 2224:18	Baumgartner's	2208:15 2216:8	2473:18	bias 2352:7,16
2248:12 2249:5	2346:12 2388:9	2220:17 2221:15	benefits 2216:18	biased 2353:5
2249:17 2262:3	2388:20	2229:21 2255:16	2226:22,22	biases 2343:12
2266:4,8 2273:12	Bay 2418:13	2264:13 2271:13	2254:13 2267:22	2363:11
2298:14 2299:7	beans 2479:2	2273:20 2304:5	2330:8 2344:11	big 2175:17
2306:3 2311:18	bear 2155:14	2315:14 2317:13	2345:9	2257:19 2289:22
2313:1 2316:17	2309:20	2318:19 2320:10	Berkeley 2451:15	2309:16 2509:16
2322:5,20 2330:5	bears 2240:16	2320:20 2327:3	berries 2180:17	2548:3
2353:13 2364:1	2385:8	2334:7,13	2181:8 2242:22	bigger 2289:14,15
2365:9 2377:7,8	Beattie 2361:10	2335:11 2340:19	2243:2	2289:19 2290:22
2377:11 2378:15	beautiful 2266:1	2357:12 2361:10	best 2148:15	2349:13 2414:17
2386:11 2392:2	becoming 2452:15	2370:18 2374:1	2153:9 2159:1	biggest 2506:3
2399:21 2404:8	bed 2285:22	2376:21 2381:1	2163:18,18	bill 2221:1 2274:21
2407:21 2408:8	bedtime 2363:16	2387:14,16	2170:21 2188:10	2275:13 2278:14
2420:18 2423:6	beehives 2548:5	2388:12 2390:9	2188:16 2189:10	2324:3 2413:9
2424:12 2429:9	bees 2548:8	2391:12 2395:4	2190:3,6 2191:13	2493:17 2503:2
2430:19 2432:10	began 2200:17	2404:12 2411:14	2193:4,14 2202:2	bills 2192:12
2458:11 2470:16	2330:13 2493:15	2419:18 2428:12	2204:17 2210:9	bin 2288:7,7
2481:3 2486:13	2499:3	2436:16 2438:16	2212:3,12,22	binder 2273:1
2516:5 2521:19	beginning 2140:18	2439:20 2444:18	2213:3 2214:12	2554:6
2523:19 2531:5	2263:13 2309:16	2449:18 2459:14	2227:22 2230:19	bins 2288:6
2531:22 2537:1	2426:15	2460:7 2467:18	2231:7 2252:3	biodiversity
basic 2148:22	begins 2518:19	2470:16 2473:3	2288:16 2354:11	2542:16 2551:15
2160:9,17 2161:3	begun 2433:20	2474:19 2479:12	2372:3 2375:18	biological 2392:7
2171:11 2281:22	behalf 2332:11	2481:22 2482:11	2393:13 2394:10	biosystems 2544:22
2340:8 2428:21	2404:10,14	2488:2,12	2398:20 2443:18	birds 2259:14
2465:7 2479:6	2413:14 2415:1	2494:10,11,19	2457:8,21	bit 2167:5 2169:15
2511:6	2451:1 2462:18	2496:19 2505:5,9	2467:21 2475:19	2182:9 2220:21
basically 2136:1	2462:19 2477:2	2510:21 2511:21	2481:14,21	2235:11 2236:2
2234:3 2268:20	2499:22 2510:7	2513:1 2514:21	2510:22 2511:10	2247:18 2277:5
2271:3 2306:22	2540:22	2518:22 2521:11	2512:7,10,21	2289:11 2291:17
2332:19 2368:15	belabor 2445:4	2521:16 2522:4	2515:4 2543:2	2381:7 2432:16
2377:21 2394:19	Belgian 2255:21	2522:13 2523:2	bet 2397:3	2441:9 2446:9
2413:10 2422:21	belief 2140:14	2524:4 2526:5	better 2146:3	2453:1 2454:8
2454:12	2316:4 2386:7	2531:10 2536:15	2211:21 2231:20	2483:17 2486:12
basis 2158:5	2438:12 2542:3	believed 2215:9	2259:7,8 2275:14	2513:18

black 2459:9	bomb 2459:2	2488:20	2430:10 2437:15	2326:12 2348:15
blaming 2146:4	book 2176:7	brightest 2230:19	bulk 2288:6	2370:10 2374:2,6
Blanchard 2133:15	2271:19 2272:22	bring 2148:12	bulletins 2421:2	2374:9 2401:5
2337:4,11,18	2286:10,10	2149:11 2170:20	bunch 2554:5	2420:5 2501:11
2338:7 2356:10	books 2271:21	2202:5 2220:1	burden 2140:15	buyer 2144:15
2356:20 2380:20	2272:20 2303:6	2259:11,16	2193:19 2194:5	2208:19 2209:18
2385:18 2393:19	boost 2151:21	2260:12 2264:3,3	2196:6 2331:7,14	2211:13,14
2397:5	border 2216:1	2269:10 2287:4	burdens 2141:15	2221:10 2255:1
Blanchard's	bordering 2344:12	2313:20 2326:12	2194:14 2331:10	2260:9,10
2337:6	borders 2344:8	2428:2 2431:17	burdensome	2275:15,18
blooms 2548:9	bottom 2420:8	2434:2	2491:6	2289:3,8 2290:1
bluegrass 2245:20	bought 2184:8	bringing 2261:6	bureau 2156:1	2392:5 2431:20
blunt 2396:13	2290:3 2439:14	brings 2191:17	2200:19 2462:19	buyers 2147:11
blurred 2479:14	boundaries	2255:6 2428:10	2462:20 2470:7	2148:7 2153:5
board 2163:5	2408:12 2428:6	British 2448:10	2476:6 2477:2,4	2192:14,19,21
2197:2 2205:5	bounds 2162:20	broad 2400:13	2478:1 2482:20	2221:12,13
2214:5 2215:4,9	box 2254:22	broadcast 2182:20	2483:16 2492:4	2288:21 2289:2
2215:20 2216:5	boy 2287:22	broader 2189:12	2497:2,4,13	2289:19,19
2245:22 2249:15	2425:22	2200:1 2419:12	2499:9,18,22	2291:18 2295:20
2249:17 2261:8	Branch 2137:12,16	broadly 2403:4	2500:7,14,19	2305:7 2324:3
2264:8 2280:3	brand 2342:18	broccoli 2270:22	2501:9,9 2502:5	2348:14 2349:21
2283:22 2284:5,7	branded 2192:3	2271:3 2287:19	2503:11,14	2359:6,14
2284:8 2295:14	brands 2353:12	brokers 2192:21	2504:4,11	2369:20 2374:1
2340:17 2347:15	BRC 2447:13	2294:11 2333:14	business 2150:15	2389:6 2428:4
2352:3 2360:3	2448:8 2452:22	2487:6	2191:10 2193:20	2435:13,14
2364:22 2375:17	2453:2	brought 2146:2	2201:9 2203:7	2449:10 2516:11
2381:10 2432:7	breadth 2455:22	2195:6 2213:10	2218:8 2220:6	2539:13
2499:10 2510:3	break 2177:4	2254:14 2271:22	2260:8 2266:5	buyer/seller 2371:6
2527:5 2551:12	2233:4,15 2293:1	2281:8,9 2286:10	2275:19 2291:5	buying 2150:22
boards 2219:19	2293:8 2461:4	2286:10 2427:20	2306:4 2330:18	2182:2 2291:14
2506:15	2492:17 2552:11	2522:15 2528:17	2348:7 2399:22	2325:11 2326:5
Bob 2133:19	breakdown	2548:8	2406:12 2410:8	2327:5 2369:22
2508:17 2509:2	2354:13 2496:6,7	Bruce 2279:13	2446:22 2447:21	2370:9 2433:4,8
2509:17	2496:20	2394:7	2448:1 2474:17	2439:17
bodies 2280:19	breakdowns	budget 2417:8	2483:3,4 2516:6	buys 2288:18
2281:4	2146:4	buffer 2211:2	businesses 2194:6	buy-in 2475:11
body 2206:1	breaks 2443:12	2248:18 2367:15	2194:18 2331:11	bylaws 2362:13
2300:2 2363:22	Brent 2133:8	buffers 2367:9	busy 2350:21	by-state 2250:8
2364:3,8 2446:2	2236:6,11,18	buggy 2243:10	2387:7	B-A-K-E-R
2446:11,12,15,18	Brian 2133:16	build 2217:3	butter 2373:10	2236:19
2447:2,6 2448:10	2397:10,16	2224:3 2475:21	Burma 2309:22	B-I-L-L 2274:22
2448:20 2453:12	2398:1,7	building 2279:9	Buurmas 2310:5	B-L-A-N-C-H-A-...
2526:6 2541:6	Bridging 2553:21	2419:21	buy 2147:19	2337:19
boils 2396:14	brief 2179:8	builds 2502:19	2150:2 2166:5	B-R-E-N-T
bolded 2479:6	briefly 2156:18	built 2195:3	2255:10 2269:8	2236:19
bolster 2182:1	2191:22 2201:5	2219:11 2223:22	2269:18 2289:21	B-R-I-A-N 2398:2
2472:3	2204:21 2437:5	2237:18 2407:3	2296:2 2325:12	B-R-U-C-E 2394:8

C				
C 2135:1 2337:18 2520:6	2369:19 2381:8,9 2381:18 2386:6 2386:10,20	calling 2235:14 2328:12 2337:1	2224:15 2270:14 2270:15,15	cautions 2226:10 cconsistent 2524:17
cabbage 2169:11 2270:22 2271:3 2271:11 2288:6	2387:3,18 2389:4 2389:22 2427:15 2427:20 2428:8,9	calls 2138:20 2155:4 2176:17 2185:20 2200:17	2271:9,13 2272:4 2273:10 2274:13 2304:8,9,10	ceiling 2209:12 cell 2136:16
2303:4 2304:12 2304:17 2305:2 2306:20 2347:2	2428:12 2432:11 2434:11,12,13,16 2435:16 2451:14	2380:6 2470:7 2536:12	2305:3 2327:22 2328:5 2483:12	census 2143:2 2408:7
2350:16 2373:8 CAFF 2434:16	2451:15 2454:14 2454:20 2455:1,2 2455:4 2456:4	campaign 2433:16 2501:10	2483:13,14 2484:7,14	censuses 2483:7 center 2131:16
California 2142:10 2143:1,5,6,10,19 2144:8,16,19	2468:17,21,22 2471:1 2472:7,20 2474:8 2488:15	Campbell 2175:1 2176:6 2540:9,18 2540:21 2543:20	2485:18 2486:2,9 2487:12,16	2359:16 2360:11 2361:3,6
2146:1 2147:10 2147:12,18 2158:12 2159:2,9	2465:3 2468:8,11 2468:17,21,22 2471:1 2472:7,20	2546:21 Canada 2171:19	2488:11 2489:11 2489:14 2548:16	centered 2351:7 central 2245:21
2165:4 2175:4 2186:16 2187:5 2195:7 2199:17	2474:8 2488:15 2489:5 2490:14 2500:7,13,18	capability 2440:18 capable 2193:10	2548:17,17,21 2549:15 2550:3	2265:22 2301:6 2535:11
2199:20 2201:8 2202:6,21 2203:22 2204:1	2501:4 2512:2,17 2513:1,6 2535:22 2539:1 2547:9,10	capacity 2136:22 2137:4 2138:14 2182:15 2208:13	case 2138:15 2145:9 2171:18	centuries 2238:8 CEO 2138:8
2209:15 2219:2,6 2219:14,18 2223:2,3 2225:9	2547:16 2552:16 call 2138:17 2176:15 2177:10	2451:3 capture 2345:6 care 2265:4	2324:22 2327:20 2380:1 2383:6 2395:7,15	2139:22 CERES 2516:21
2225:18,21 2226:15 2227:8 2228:8 2229:3,20	2177:15 2179:9 2185:18 2236:5 2272:22 2277:6	2280:20 2282:1 2395:5 2416:19 2493:18	2396:18 2430:2 2469:1 2471:15 2513:5	certain 2179:21 2225:11 2263:15
2229:14,18 2233:2,3 2225:9 2225:18,21	2293:1 2313:4 2327:16 2329:4 2397:9 2432:2	2331:3 2344:6 2389:11 2476:4	cases 2145:10,16 2240:13 2396:15 2396:20 2411:13	2318:3 2360:21 2378:1 2388:6
2226:15 2227:8 2228:8 2229:3,20 2230:1,9 2239:8	2443:5 2450:16 2508:13 2519:15 2529:20 2534:11	2493:18 careful 2264:1 2331:3 2344:6	2396:20 2411:13 cast 2207:1 catch 2177:6	2429:1 2473:4 2549:11
2240:4,8,11 2243:16 2244:7 2246:4 2247:17	2540:3 2553:1 called 2139:7 2178:8 2232:14	2389:11 2476:4 carefully 2526:10 Carl 2425:6	2450:11 categories 2191:10 2483:21 2492:5	certainly 2155:16 2162:19 2163:21
2248:15 2265:22 2282:17 2296:12 2302:18 2303:1	2327:16 2329:4 2397:9 2432:2 2443:5 2450:16	2425:6 Carol 2133:20 2519:21 2520:6	2492:5 categorize 2205:20 category 2266:16	2168:17 2181:16 2181:18 2234:8
2311:10,12,18 2312:2 2322:6 2336:10,11	2529:20 2534:11 2540:3 2553:1 carpenters 2279:9	2520:13 2551:9 Carolina 2169:11 carried 2153:7	2334:5 2354:18 2419:12 2478:17 2483:4,4,22	2271:18 2311:14 2342:13 2360:13
2338:10 2343:9 2343:15,20 2344:1 2345:13	2308:17 2317:1 2329:17 2335:12 2337:13 2397:18	carry 2180:14 2280:19 2345:3,4	2492:7 caterers 2487:5 cats 2259:15	2378:7 2382:4 2383:3 2421:3
2345:17 2347:21 2348:13 2354:21 2355:2 2357:18	2425:15 2430:8 2448:20 2461:18 2465:11,13	2383:10 carrying 2326:2 Carter 2132:11	2487:5 caused 2181:3 2510:20	2423:22 2424:9 2509:9,13 2512:7
2365:22 2366:9 2366:14 2369:17	2520:1 2534:15 2540:11	2222:9,10,10	2492:7 caution 2383:21	2522:3 certificate 2261:20 2359:10
				certificates 2263:2 certification 2263:14 2326:18
				2359:2,5,7,10 2400:18 2407:7 2414:9,10,14,20
				2414:22 2415:5

2437:17 2446:10 2446:20 2447:2,6 2448:18 2453:8 2474:18 2480:17 2485:22 2486:6 2490:12 2493:7 2516:22 2520:19 certified 2148:13 2153:7 2161:9 2166:16 2255:13 2326:14 2327:1 2333:10 2336:10 2338:12 2359:8 2414:15,16 2435:6 2447:9 2449:9 2452:16 2541:1 2544:12 certifier 2426:8 2431:16,20,21 2440:8 2445:5 2447:20 2520:20 certifiers 2443:4,12 2443:17 certifier's 2453:6 certify 2167:2 2204:16 2444:22 2446:15 certifying 2443:13 2446:11,14,18 cetera 2211:11 2220:16 2231:6 2273:5 2281:10 2287:9 2408:3 2515:12 chain 2140:4 2167:16 2172:7 2218:1,3 2287:9 2289:4,6 2291:4 2457:2 2471:14 2471:17 2486:21 2487:6 chairman 2245:21 2284:8 challenge 2314:15 2362:16 2393:10 challenges 2339:14 2468:2 2471:3	chance 2234:17 2235:19 2248:8 2248:11 2293:11 2299:17 2362:3 2480:12 change 2147:2 2150:15 2190:20 2253:9 2299:9 2300:13 2311:21 2316:20 2416:14 2430:17 2542:4 changed 2177:11 2237:17,19 changes 2212:3 2263:15 2317:15 2355:20 2476:6 2497:3,10 changing 2363:19 chaos 2456:5 characteristics 2215:17 2523:16 characterize 2208:1 2433:21 2500:12 chard 2373:9 charge 2165:11 charged 2207:14 2339:13 2522:6 chartered 2398:11 charts 2272:10 cheapest 2151:4 check 2233:2 2335:4 2526:8 checked 2272:1 checklist 2490:15 2490:17,22 checks 2440:15 cheese 2181:7 Chef's 2310:1 2515:1,2 Chesapeake 2418:13 chickens 2549:10 Chief 2131:22 2135:13 children 2242:22 2546:5	chlorinated 2281:2 choice 2141:7,10 2405:3,6,7 2430:8 choices 2404:10 2411:17 choose 2152:19 2153:2 2170:9 2192:3 2231:12 2231:13 2324:19 2326:11 2378:2 2438:17 2526:2 chooses 2173:19 Choosing 2342:17 chosen 2443:14 Chris 2133:15 2337:4,11,18 2338:7 chronologically 2531:3 cider 2281:3 cilantro 2357:15 2373:4,9 2549:12 Cincinnati 2541:1 circle 2257:11 2258:1 circumstances 2390:7 2441:7 2459:10 CITA 2377:19 citations 2381:16 cite 2489:7 cited 2148:20 2346:6,12 cities 2257:19 2338:18 2339:12 2339:17 2351:8 citizen's 2512:14 city 2545:22 claim 2376:11,14 claims 2402:1 clarification 2517:9 clarify 2320:6 2373:2 2413:13 2448:7 2450:9,14 2451:7 2477:1 2499:2 2517:16	2518:3 class 2368:17,18 2408:22 classes 2257:15 2368:16 classify 2518:11,11 clean 2256:22 2259:6 2319:12 2493:12 2542:10 cleaned 2433:11 cleanliness 2485:3 2485:16 clear 2173:5 2174:8 2257:7 2276:7 2286:21 2312:1,1 2321:16 2342:1 2371:18 2380:9 2386:15 2406:2 2409:14 2411:7 2417:1 2422:6,18 2447:9 2472:15 2527:7 2531:18 clearer 2384:5 clearly 2146:9 2152:14 2161:16 2349:19 2350:3 2352:13 2474:20 2515:10 Cleveland 2330:5 clients 2432:18 climactic 2498:14 climate 2407:22 2513:18,20 2542:20 climates 2297:5 climatory 2299:13 close 2268:22 2269:1,3,7 2370:13 2416:6 closed 2350:6 2369:6,16 2370:21 closely 2379:9 closing 2312:20 2513:16 clusters 2145:13	coalition 2200:21 coast 2169:12 coastal 2203:21 coat 2432:2 2436:16 code 2242:12 2254:20 2284:12 codified 2190:19 cold 2253:21 coli 2240:2 2281:5 2281:22 2311:13 2344:21 2345:18 2347:4 2355:22 2356:4 2383:6 2457:16 2504:5 collaborate 2227:21 2505:20 2506:14 collaborating 2454:10 collaboration 2191:6 2423:12 2460:8 2507:5,9 2527:6 collaborative 2191:17 2197:19 2230:21 collaboratively 2276:19 2460:10 colleague 2172:10 colleagues 2163:19 2426:5 collect 2216:20 collected 2181:1 collection 2463:13 2498:13,13 collective 2405:9 2408:21 2511:1 2511:11 collectively 2186:21 2187:22 2229:14,20 2275:8 2276:19 College 2398:21 Colonel 2437:19 color 2342:14 Colorado 2145:2
--	---	--	--	--

2159:14 2432:12 2555:2,3 Columbus 2131:16 2131:18 2135:5 2176:22 2244:17 2297:22 2309:11 2462:11 2464:14 2509:12 2513:19 2521:2 combat 2437:20 combination 2422:19 2429:10 combine 2459:4 combined 2272:20 come 2135:19 2144:20 2147:11 2171:12 2173:1 2174:16 2201:1 2208:20 2213:18 2227:3 2230:19 2232:4,8 2233:4 2234:14 2236:9 2251:13 2256:20 2257:14,15 2258:1 2260:16 2274:18 2325:8 2363:12 2399:4 2401:14 2402:14 2408:4 2410:8 2417:5 2418:20 2422:22 2430:10 2433:20 2445:19 2447:15 2449:2 2461:4 2477:21 2489:2 2499:13 2509:12 2513:4 2536:6 2545:21 comes 2159:18 2174:8 2175:12 2206:7 2257:14 2271:5 2285:4 2327:17 2375:11 2455:17 2497:20 2512:13 2546:4,7 2546:13 comfort 2322:7 2401:18	comfortable 2318:22 2478:14 coming 2145:20 2161:19 2175:7 2204:3 2234:19 2241:3,4 2253:16 2259:18 2264:7 2274:12 2283:11 2305:2 2321:1 2387:8 2419:17 2514:5 2521:1 2529:12,13 2546:5 commendable 2511:18,20 commensurately 2164:9 comment 2269:15 2278:13 2279:5 2289:18 2291:22 2305:15,17 2351:21 2352:5 2365:1 2374:22 2420:22 2449:17 2476:8 2509:12 2531:15 2536:9 comments 2234:10 2309:8,17,19 2313:11 2360:12 2374:22 2380:11 2412:21 2415:12 2426:9,14 2454:19 2456:13 2475:8 2477:12 2477:19 2497:7 commerce 2189:12 2202:13 2480:5 commingling 2349:13 commissions 2506:15 commitment 2290:17 2321:16 2411:11 2547:11 2547:12 committed 2187:14 2195:2 2228:11	committee 2142:19 2157:22 2162:7 2162:11,18 2163:7 2165:3,9 2169:16 2170:3 2197:5 2205:1,5,8 2205:12 2206:17 2207:18 2231:5 2300:2 2312:5 2315:19,20 2343:13 2351:10 2351:12 2352:2,4 2352:6 2354:16 2354:19 2360:18 2361:19 2362:11 2362:20 2363:20 2364:7,8,20 2365:10 2366:5,6 2409:12 2419:22 2466:16,18 2467:3 2475:5,7 2477:12,14 2498:2 2507:14 2527:5 committees 2300:17 2370:3 2427:17 2467:1 commodities 2166:2 2187:2 2307:15 2429:2,3 2432:7 2435:15 2435:20 2438:14 2438:19 2456:15 2512:10 2515:6 2515:15 2518:14 2522:19 2523:20 2529:7 2531:4 2532:7 2539:15 commodity 2145:11 2303:17 2433:1 2441:14 2441:15,16 2463:3 2528:14 2529:1,21,22 2530:7,16 2531:21 2532:10 2532:19	commodity-speci... 2459:14 2460:6 commodity0spec... 2406:16 common 2144:21 2148:8 2159:17 2166:10 2217:13 2244:12 2401:1 2404:3,4 2411:22 2463:16 Commonwealth 2398:14 communicate 2184:3,11 2192:14 2221:18 communicating 2183:21 2221:13 communication 2340:13 Communications 2138:11 2182:12 communities 2262:15 2275:11 2278:4,5 2400:22 community 2166:8 2209:20 2210:7 2212:11 2215:12 2215:12 2238:3 2257:3,5,8 2258:2 2258:3,11,12,19 2262:6 2280:9 2340:14 2399:12 2403:4,8 2405:18 2433:14 2439:21 2449:3,13 2453:22 2470:10 2485:11 2502:13 2502:15 2541:15 2545:9 2546:11 2546:12 community's 2280:8 community-supp... 2338:16 companies 2140:3 2140:5,6 2148:15 2167:7,15,19	2168:2,14 2171:16 2186:19 2186:21 2310:7 2348:16 2437:16 company 2150:4 2290:3 2321:20 2446:20 compare 2265:15 2276:17 compared 2143:7,9 2302:22 2445:13 comparing 2143:4 comparison 2195:5 2195:7 2498:5 compete 2292:4,8 2406:19 competitive 2312:16,18 2323:18 2324:6 2325:1 complain 2285:16 2285:20 complained 2285:13 complete 2471:6 2474:14 completely 2440:18 2467:4 2512:21 complexity 2472:9 compliance 2144:1 2144:5 2147:1 2150:8,13 2152:13,15 2153:3 2166:11 2166:12,17 2171:20 2173:15 2173:21 2174:11 2226:12 2239:9 2239:16 2342:7 2380:14 2407:12 2463:21 2472:17 2505:17 2547:17 2551:20 compliant 2204:17 2263:17 complicated 2471:10
---	---	--	--	---

complied 2286:7 2458:16	2502:14 2506:3 2529:17 2532:3 2539:1 2547:6	2441:13 2442:19 2456:20,21 2513:22	2202:6 2203:9 2204:18 2209:15 2282:4	consolidated 2404:14 2422:20
complies 2377:2				consolidation 2404:16
compliment 2286:3	concerned 2190:15	conductive 2468:18	connected 2203:5	Consortium 2448:10
comply 2146:19	2243:18 2244:15	2470:4	2249:12 2495:16	constraints 2235:13
2148:20,22	2256:6 2257:3,6	conduct 2147:10	connection 2383:9	construct 2190:16
2149:14 2160:19	2257:10,13	2267:14	2541:5 2546:10	2230:15
2194:19 2195:1	2259:10 2281:6,7	conducted 2346:10	conscience 2405:9	constructed 2515:17
2223:13 2224:9	2294:12 2311:17	2469:21 2472:6	conscious 2446:20	constructing 2362:13
2224:10 2230:17	2314:6,11,13	conducting 2514:5	2447:19	construction 2200:8 2466:20
2333:18 2406:8	2374:4 2376:4	conference 2155:4	consensus 2146:21	constructs 2204:8
2464:3 2470:1	2414:2 2422:14	2330:19 2340:12	consequences 2325:9	2205:18
2542:13	2422:16 2455:14	2398:21 2399:3	conservation 2215:12 2226:10	consult 2226:9
complying 2491:19	2457:20 2469:14	conferred 2478:4	2346:11 2388:10	consultant 2238:1
2502:2	2470:10 2523:1,6	confers 2342:16	2524:18	2251:8 2278:14
component 2170:1	2523:15 2536:20	confess 2185:3	consider 2140:10	2339:20
2185:5 2212:8	concerning 2510:12	confidence 2150:20	2150:21 2400:12	consultation 2364:21
2222:17,20	concerns 2141:20	2151:22 2152:3	2430:1 2436:14	consulted 2410:20
2399:8 2453:21	2141:22 2142:3,6	2153:5,19	2438:19 2468:7	consulting 2340:6
2476:2	2165:21 2225:14	2165:18 2166:4	2469:4 2475:7	consumed 2152:1
composted 2161:1	2240:19 2262:7	2181:13,14,19	2514:6	consumer 2151:11
comprehensive 2153:4 2460:4	2310:15 2317:17	2182:2 2218:7	consideration 2171:7 2235:14	2151:21 2160:15
2502:11 2512:11	2325:5 2346:13	2281:19 2310:20	2332:2 2341:10	2181:12,14,19
comprised 2483:18	2361:8,15 2390:8	2325:13 2347:13	2385:8 2476:5	2182:2 2190:5
computer 2288:2	2390:12 2391:10	2347:18 2377:9	considerations 2542:20	2192:7 2197:12
concentrate 2331:16	2392:7 2431:16	2401:8 2502:20	considered 2157:2	2221:2 2240:19
concentrated 2169:6	2397:7 2431:16	2503:3	2169:1 2234:3,11	2281:15 2282:15
concentration 2168:6	2449:4 2455:2	confident 2153:20	2234:12 2285:1	2294:10 2323:22
concentrations 2469:6	2465:6 2468:12	2543:1	2342:12 2353:3	2331:2,17
concept 2144:11	2468:21 2470:14	confined 2211:3	2430:6,14	2347:17,18
2199:13 2354:1	2488:14 2497:8	confirmed 2513:3	2432:13 2450:2	2348:18 2377:4
2436:3	2521:3,18 2530:9	conflict 2342:21	2516:4 2517:22	2399:11 2401:7
conceptual 2200:3	2535:12,16	2346:13 2382:22	considering 2201:7	2402:22 2405:7
concern 2163:2	2541:21 2547:7	2443:15	2343:11 2496:16	2412:2 2429:11
2188:7 2246:3,7	conclude 2530:11	conflicting 2523:4	2499:4 2522:17	2490:10 2494:11
2261:7 2266:17	concludes 2165:14	confused 2247:18	consist 2243:6	2495:1,5,6
2281:13 2303:5	2181:9 2182:5	2487:8	consistency 2319:8	2502:19 2503:3,4
2309:22 2318:4,5	2198:5	confusing 2385:7	consistent 2159:17	2511:3
2321:22 2323:17	conclusion 2197:16	congratulate 2513:11	2184:5 2194:1	consumers 2149:3
2324:6,18 2327:4	2240:7 2352:10	congratulations 2151:9	2375:17,21	2153:5,20 2166:4
2379:14 2384:17	2369:7 2411:6	congress 2181:21	2377:1 2379:6	
2456:2 2493:22	2422:5 2445:19	2522:16	consistently 2213:12	
	2445:20 2475:14	conjecture 2383:4		
	conclusions 2523:3	conjunction 2193:5		
	condition 2536:2	2194:2 2201:18		
	conditions 2166:7			
	2351:17 2433:11			

2184:4,9 2192:2,8 2196:12 2198:5 2348:6 2394:19 2395:2,18 2401:5 2401:9 2403:18 2404:6 2411:18 2424:5,9 2502:18 2511:11 2513:8 consuming 2182:3 2221:19 consumption 2151:19 2153:20 2403:17 contact 2145:21 2159:19 2161:19 2413:22 contain 2468:5 contained 2144:8 2465:2 container 2186:20 contains 2225:11 contaminate 2260:17 contaminated 2240:14,16 2259:16 contamination 2149:5,9 2172:5 2183:9,13 2184:21 2185:1 2188:6 2240:2 2256:2 2257:4 2258:9,17 2259:1 2259:12 2280:7 2341:18 2344:16 2349:12 2353:17 2395:22 2449:15 2457:1 2471:3 2494:9 2495:3 2496:4,14 2504:17 2523:11 2525:16 2529:6 contemplated 2192:9,13 contend 2189:18 context 2214:12 2223:4,20	2362:20 2449:20 2449:21 continual 2467:15 continually 2195:6 2213:4 2226:18 2489:2 continuation 2135:5 2136:2 continue 2187:15 2347:8 2353:15 2431:18 2514:10 continued 2481:7 continuing 2148:9 2193:10 2400:10 continuous 2136:7 continuously 2541:2 contract 2296:11 2333:18 contradict 2161:8 contribute 2276:8 2276:20 contributed 2389:2 control 2142:16 2217:19 2261:12 2261:14 2296:11 2297:6,7 2310:22 2314:15 2317:22 2341:3 2346:8 2355:1 2364:9 2442:2 2491:17 2538:19 controlled 2348:21 2352:1,4 controlling 2261:9 controls 2211:10 2261:17 Convention 2131:16 conventional 2188:14 2220:14 2220:16 2339:21 2352:20 2381:12 2479:18 2544:19 2545:6 conversations 2155:4 2402:9	convinced 2189:16 2190:9 2210:8 cooler 2252:16 2485:15 coolers 2448:19 cooling 2319:15 cooperative 2191:16 2424:1 cooperatively 2460:9 coordinated 2194:13 2340:11 2471:19 2472:6 coordinating 2232:6,10,14 coordination 2194:8 2471:18 2471:21 cope 2529:19 copies 2179:2,4 copy 2314:21 2359:9 2364:12 2506:6 2527:19 2552:17 core 2522:12 2526:15 corn 2253:19 2479:1 2549:14 2549:14 2550:1 corners 2151:4 correct 2154:20 2158:1 2159:4 2199:9,10 2202:20 2203:1 2205:1 2207:2,7,8 2213:15 2229:4,5 2242:8 2248:6 2253:8 2255:18 2260:1,2,21,22 2272:3 2277:7 2285:10,11 2302:7 2309:6 2315:21 2316:21 2321:3 2326:22 2327:2 2332:13 2356:22 2358:15 2358:16 2375:13	2376:8 2388:21 2449:12 2454:9 2454:15,16 2462:6 2479:11 2480:21,22 2482:3,21 2485:18 2495:17 2508:4 2527:9 2528:18,20 2531:12 2533:4 2533:12 2544:3 2550:8 corrected 2246:15 correctly 2206:22 2250:21 2259:7 2262:9 2371:4 2438:11 2445:10 2456:22 2532:22 corresponding 2312:5 corroboration 2460:8 cost 2147:6,8 2164:21 2165:6 2196:6 2209:6 2254:5,6,7 2268:1 2346:2,9 2394:19 2473:12,17 2474:15 costly 2471:10 costs 2224:11 2239:9,10,12 2254:3,12,13 2264:14,16,17 2324:16 2472:17 2472:18,21 cost-benefit 2473:21 cost-effective 2473:17 2475:17 Council 2156:1 counsel 2137:8 2138:3,3 2373:1 2492:3 2512:2 count 2354:20 counterparts 2500:6	counterproductive 2221:22 2354:4 counties 2246:3 2289:21 2463:2 counting 2403:11 countless 2510:10 countries 2399:2 country 2155:9 2156:3,10 2157:7 2157:20 2158:11 2159:4 2160:7 2162:10,22 2167:10 2169:7 2170:6 2187:19 2189:9 2197:15 2202:9 2204:17 2208:9 2230:10 2240:6 2295:4,8,9 2296:2 2297:14 2297:16 2302:11 2325:3 2336:6,15 2353:12,19 2396:21 2399:5 2402:14 2405:19 2409:3 2410:10 2416:13 2417:2,8 2418:11 2431:15 2436:9 2444:19 2465:17 2466:4,6 2467:13 2469:5 2473:2 2476:1 2498:6 2531:1 2542:2 county 2245:22 2260:20 2333:19 2334:15 2346:11 2462:16 2492:21 couple 2178:1 2200:4 2203:11 2229:2 2234:9 2313:10 2321:18 2328:22 2339:19 2380:22 2438:10 2452:6 2483:20 2505:3 2525:14 2530:6 2552:12 2553:13
---	--	---	---	--

course 2200:13 2201:3 2299:15 2406:5 2427:2 2453:10 2464:20 2473:15 2485:13	2457:17 2517:1 criteria 2407:22 2423:7 2453:17 critical 2212:8 2257:21 2524:7 critically 2511:6,21 criticism 2343:22 criticize 2343:19 critique 2524:1 crop 2161:14 2256:8,10,11,12 2256:13 2311:6,7 2339:3 2485:6 2523:13,13 2529:14,14 2531:6 2533:1,6 2533:20	cumulatively 2266:19 curious 2275:1 2372:9 2381:15 2415:13 2455:10 2500:5 2545:10 2553:4 current 2187:12 2218:20 2311:9 2311:15 2313:6 2374:1 2406:2 2407:4 2417:9 2488:15 2524:5 2528:14 currently 2181:22 2204:2 2262:19 2267:3 2307:11 2317:20 2321:4 2324:20 2338:11 2394:9 2420:13 2433:6 2437:14 2470:22 2480:16 2484:17,20 2497:4 2509:20 2516:17 2519:5 2522:16 2526:22	C-O-N-T-E-N-T-S 2133:1 D D 2135:1 2506:11 2518:19 daily 2238:4 dairy 2406:16 danger 2533:15 dangers 2180:15 Dash 2132:14 2137:20,20 2143:3 2165:16 2165:17,17 2167:4 2168:7,12 2265:1,2,2 2266:3 2267:2,22 2268:4 2305:5,6,6 2306:1 2306:8 2373:19 2373:20,20 2374:11,16 2489:18,18,22 2490:4,14,18,21 2491:4,20 2516:2 2516:3,3,10,14 2517:2,10,19 2539:7,8,8,17 2550:6,7,7,11,13 2550:17 data 2143:2 2181:1 2313:1 2456:18 databases 2493:2 date 2410:20 dated 2506:7 dates 2200:3,5 2273:7 daughter 2457:15 2457:16 Davis 2344:19 day 2135:10 2176:22 2231:10 2232:5 2238:11 2272:9 2275:19 2276:9,12,15 2289:19 2298:19 2325:4 2365:18 2402:7 2415:9	2469:11 2478:10 2540:20 days 2135:11 2254:1 2272:12 2276:11,14,15 2288:4,5 2389:10 2401:9 2554:22 de 2355:1 2418:12 dead 2344:15 deal 2390:2,4 2404:21 2486:21 2492:21 2552:20 dealer 2269:13,16 dealers 2269:8 2333:14 dealing 2144:17 2331:8 2352:15 2363:17 2378:11 2418:21 2420:10 2533:21 debate 2489:9 debated 2230:15 debating 2332:2 decade 2208:14 decide 2364:3 decided 2447:11 decidedly 2407:20 deciding 2135:17 decision 2140:13 2371:10 2446:20 2447:10,20 decisions 2447:1 2514:7 decision-making 2529:12 Decorah 2338:13 2338:20 decrease 2405:7 decreased 2344:14 dedicated 2285:6,8 2549:17 deem 2193:7 deems 2216:5 deep 2145:1 2159:12 2420:22 deer 2345:14,18 2346:8 2384:8,9
--	---	--	--	--

default 2533:18	2166:11,15	2237:16 2465:15	determining	2342:9 2343:2
defend 2432:14	2171:20 2173:20	descriptions	2423:8	2381:22 2392:16
defer 2485:1	2174:10 2189:14	2273:19	detriment 2403:9	2424:2 2464:14
define 2263:12	2453:14	desert 2145:3	detrimental	2465:1 2469:3,20
2301:2,3,13,17	demonstrated	2203:22	2331:10	2477:17
2419:4,5	2344:20 2391:8	design 2191:19	devastating 2385:5	developmental
defined 2216:1,2,3	demonstrating	2301:7 2407:18	2523:22	2196:16
2358:1 2400:5	2146:22 2173:15	2475:9 2536:7	develop 2194:17	develops 2312:22
2439:20	denote 2458:15	designated 2269:11	2212:4 2267:20	2454:13
defines 2465:8	denotes 2458:14	designed 2214:4,6	2305:10 2408:16	devised 2435:18
definitely 2261:11	Denver 2555:1,2	2216:20 2218:4	2409:7 2423:14	2449:9,10
definition 2213:19	deny 2153:14	2342:16 2351:11	2429:21 2449:11	devising 2447:15
2266:5,6,9 2291:1	Deparmtent	2408:20 2468:17	2454:18 2459:5	diagnose 2278:20
2301:21 2306:4	2516:18	2536:2	2498:8 2511:18	diagnosed 2356:3
2350:2 2373:5,6	department 2131:2	desire 2237:20	2513:6 2538:20	diagram 2366:11
2399:21,22	2132:6 2135:14	2354:10	2539:2	dichotomy 2456:14
2415:12 2436:6	2137:7 2148:14	desired 2429:20	developed 2141:9	dictate 2466:19
2487:22 2516:6,8	2148:17 2153:8	Deskings 2132:10	2188:11,22	diferent 2403:7
2517:11 2551:10	2333:19,20	2137:6,6 2224:17	2189:22 2190:11	difference 2143:10
2551:22	2334:2,13,16	2224:18 2225:1	2193:5 2267:10	2157:13 2247:22
definitions 2318:17	2335:13 2403:2	2320:1,5,5,19,22	2299:5 2342:3	2248:3 2265:16
2357:11 2415:14	2417:11,15	2321:6 2372:21	2415:15,20	2301:16 2311:4
2418:7 2478:9	2426:18 2427:2	2372:22,22	2438:13 2439:6	2317:7 2349:1
2527:13 2528:3	2450:17 2454:12	2373:15 2450:7,8	2440:20 2444:16	2362:2 2440:8
definitive 2206:7	2475:8 2554:9	2450:22 2451:6	2452:8 2453:20	2442:5 2513:21
2382:18	departure 2343:15	2451:10,16,20	2467:19 2473:14	2529:10 2538:13
degrade 2181:12	dependent 2206:17	2489:17 2492:1,2	2475:12 2529:21	2538:17
2181:17	depending 2250:22	2492:2,11,14,19	2536:11 2538:9	differences
degree 2232:10	2293:3 2324:8	2493:4 2494:6	2538:15,21	2144:13,22
2350:18 2442:1	2382:22 2384:10	2495:10,18,22	2547:22	2152:21 2158:17
2451:19	2473:20 2525:19	2496:11,22	developing 2197:9	2159:7 2160:6
Delaware 2418:17	depends 2299:11	2497:12 2498:15	2199:17 2214:12	2162:15 2171:8
delaying 2523:2	2299:18 2301:13	2546:20,21	2261:17 2350:8	2203:12,13
deliver 2480:10	2375:20	2548:14	2353:21 2416:11	2214:11 2244:5
delivered 2311:6,8	deposition 2344:19	destiny 2538:19	2418:8 2419:2	2299:6 2300:9
delivering 2536:21	depth 2316:13	destruction 2344:2	2455:14 2467:8	2312:10 2313:2
delivery 2475:3	2455:22	detail 2167:13	2475:19 2505:7	2322:4 2323:10
demand 2152:2,11	derive 2401:18	2270:17 2453:1	2513:8 2515:19	2367:1 2377:3
demanding 2261:9	descending 2181:6	2527:16	2524:10 2529:1	2429:7 2466:2
demands 2310:10	describe 2167:6	detailed 2493:1	2536:11	2514:3 2515:11
democracy 2420:2	2263:19 2288:20	determination	development	2519:2
democratic	2301:2 2452:22	2442:20 2444:11	2155:1,5,5 2187:8	different 2148:10
2207:21 2208:2	2454:2 2548:22	determine 2165:4	2188:3 2190:8	2156:2 2157:5,12
2420:2,4,7 2423:6	described 2238:10	2379:20 2431:12	2195:11 2218:22	2158:15,21
2424:3,14	2479:22	2441:5 2471:7	2219:5 2227:22	2161:14,15
demonstrate	describing 2271:14	determined 2410:2	2249:21 2262:7	2162:22 2165:9
2144:1,5 2153:3	description	2448:12	2299:4 2300:11	2166:22 2202:17

2202:18,22,22	2311:20 2316:19	disadvantaged	distinction 2141:1	divided 2157:20
2203:4,18,20	2381:3 2419:5	2296:19	2417:6,7	2250:17
2208:21,21	2444:8 2445:1	disagree 2371:21	distinctly 2544:18	divides 2295:9
2209:8,10 2211:8	2473:11 2493:2	2388:3	distinguish 2389:1	division 2466:15
2214:7,8,9,19,20	diligent 2294:16	disagreeing 2388:5	Distinguished	doable 2264:18
2215:15,16,16	2331:19	disagreement	2426:3	docket 2131:9
2237:14 2250:18	diminish 2426:12	2423:2	distribute 2310:7	2135:7
2250:19 2251:1,6	2433:22	disaster 2310:19	2358:8	doctor 2437:7
2266:2 2268:11	direct 2133:2	2311:14	distributed	2438:5,6 2460:18
2273:19 2275:18	2139:10 2142:15	discourage 2383:19	2145:14 2398:13	2534:8
2291:10,11,17	2154:1 2178:10	discover 2299:17	distributing 2349:6	document 2134:5
2294:8,9 2303:9	2182:6 2186:7	discrete 2209:17	2358:3 2409:10	2177:21,22
2303:10 2311:2	2189:1 2198:7	discuss 2191:21	distribution	2178:16 2236:22
2313:13 2339:4	2236:15 2241:15	2212:18 2227:20	2349:14,17	2239:9,12
2346:16 2351:17	2245:4 2251:19	2322:3 2343:18	distributor	2242:11 2246:15
2362:15 2363:18	2293:20 2294:9	2367:12 2530:9	2338:18 2358:14	2304:22 2309:4
2367:6 2378:14	2308:19 2329:19	discussed 2169:15	distributors	2314:7,8 2316:10
2415:20 2419:2	2337:15 2344:18	2194:21 2200:9	2369:13 2370:7	2318:5 2322:22
2420:15 2423:10	2346:5 2350:4,6	2200:12 2204:15	2400:12 2448:19	2322:22 2324:20
2429:17 2430:17	2364:15 2369:3,5	2358:22 2367:18	District 2346:11	2340:5 2357:11
2433:10 2435:4	2369:11,12,13	2401:17 2410:13	2388:11	2378:20 2503:6
2436:8,9 2440:18	2370:20 2397:20	2499:10	disturbing 2196:14	documentation
2441:12 2442:9	2399:11 2400:4	discussing 2247:19	diverse 2148:9	2223:16 2359:3,5
2448:17 2455:22	2405:10 2425:17	2499:17	2168:4 2188:13	2359:8 2485:19
2459:22 2467:10	2461:20 2465:22	discussion 2156:9	2189:6 2191:8	2486:3
2467:13 2478:21	2500:21 2508:21	2162:14 2200:14	2198:1 2203:19	documenting
2480:4 2483:21	2520:3 2527:22	2299:16 2323:11	2205:17 2208:6	2272:5,6,8 2486:1
2488:14,21	2534:17 2540:13	2455:3,18	2214:17 2432:8	2486:7
2492:5 2497:21	directed 2273:11	2477:20 2500:6	2436:9 2475:21	documents 2192:12
2498:2 2499:14	directing 2247:14	discussions	2498:5 2530:10	2240:22 2246:22
2513:18 2532:7	2507:22	2156:12 2302:15	2532:12	2247:1 2531:9
2544:18,21,22	direction 2253:15	2500:12,22	diversification	2552:12 2553:2,3
2548:3,4,7,11	2482:15	disease 2296:10	2400:8	2553:16
differential	directives 2529:13	disenfranchise	diversified 2352:20	dogs 2259:14
2323:22	directly 2187:8	2187:16 2191:9	2399:9 2404:7	doing 2150:11
differentiate	2192:20 2243:16	2220:5	2405:11 2411:21	2198:2 2199:22
2369:9	2249:9 2251:20	disparity 2494:16	2523:16 2529:16	2203:6 2218:8
differentiation	2331:2 2401:12	dispersed 2405:11	2532:4,14	2265:16,17
2346:22 2367:21	2410:21 2463:11	2411:21	2533:15	2286:22 2291:9,9
2368:2,8,21	2464:8 2490:10	disputes 2409:15	diversify 2402:18	2291:10 2317:12
2369:1	2502:17	disregard 2390:20	diversity 2148:11	2335:4 2394:15
differently 2467:14	director 2398:8	distance 2211:6,15	2195:20 2197:5	2414:1,19
differing 2249:19	2520:14	2211:17	2216:6 2220:11	2423:21 2443:9,9
2354:12	directors 2510:3	distances 2345:4	2221:4 2297:15	2484:20 2486:2
differs 2342:13	disadvantage	distinct 2295:5,10	2302:12 2382:9	2490:22 2491:2,6
difficult 2160:19	2325:1 2369:14	2447:9 2465:9	2455:17 2480:6	2516:14 2531:22
2190:19 2295:6	2472:16	2472:16	2482:17	Dole 2149:15

dollar 2273:21 2318:20	drop 2233:21 2234:7	2504:5	economically 2350:5 2369:5 2473:1 2523:22	2353:16 2391:17 2535:16
dollars 2474:10	drove 2411:12	eager 2399:16	economics 2341:21	effort 2170:19
domestic 2149:18	Drug 2181:3	earlier 2143:3	economy 2279:7	2200:7 2427:13
dominated 2466:18	2342:5	2177:5,8 2185:22	2543:5	2427:15 2431:4
dominating 2507:13	dry 2345:2	2213:14 2282:5	edge 2345:14,20	2433:21 2435:22
domination 2351:12	dubious 2353:13	2284:21 2298:19	2348:8	2447:22 2449:19
doors 2328:3	due 2142:22	2299:8 2323:20	edges 2344:2	2450:21 2522:8
2370:13	2439:10 2445:16	2365:16 2387:18	educate 2257:22	2536:15
Dorothy 2501:6	duly 2139:7 2178:7	2413:8 2415:17	2520:16 2545:17	efforts 2355:8
downstream 2217:20 2385:4	2236:12 2241:12	2415:22 2477:10	educated 2442:13	2400:15 2408:21
dozen 2223:10	2245:1 2293:17	2477:15 2494:13	2444:9,20	2414:8 2428:19
Dr 2425:21	2308:16 2329:16	2500:20 2507:19	2547:19	2433:22 2502:8
2436:22 2440:6	2337:12 2397:17	2552:13	education 2194:22	2502:14 2511:11
2448:6 2452:5	2425:14 2461:17	early 2199:15	2222:16 2224:7	2511:17,19
2456:12 2519:16	2508:18 2519:22	2230:15 2237:13	2243:22 2257:15	2513:13 2523:2
2524:21 2525:11	2534:14 2540:10	2253:20 2285:5	2338:9 2340:18	2524:10
2530:6	dumping 2268:20	2299:16 2304:16	2443:7 2446:3	eggplant 2549:4
draft 2201:1	Duncanson	2304:18 2323:5	2447:18 2472:3	eggplants 2549:22
2214:6 2216:15	2279:12,13,17,17	2351:1 2413:4	2494:11 2495:1,6	eggs 2181:6 2412:1
2223:22 2239:22	2279:20 2281:21	earn 2512:15	2495:7 2541:7,10	eight 2150:10
2255:16,21	2282:20 2283:2	2514:10	2542:8	2328:13,16,17
drafting 2154:22	2394:7,8,17	easier 2145:13	educational 2210:4	2329:3 2330:16
2156:6,15 2157:2	2395:1 2396:8,15	2322:21 2435:5	2398:16 2440:22	2332:15,16
2187:11 2199:8	2396:18 2397:2	2444:4	2442:16 2453:10	either 2184:8
2200:4,7,16	duplicate 2552:20	easily 2254:18	2545:15,21	2200:1 2214:19
draining 2226:2	duplicates 2553:7,9	2423:3 2470:1	educator 2339:20	2227:7 2296:15
dramatic 2343:15	dust 2344:17	east 2159:15	2392:19	2304:18 2423:11
draw 2384:16	2345:3,3,4,6,7	2169:10 2464:14	effect 2279:7	2430:10 2444:1
2408:4 2488:3	duties 2537:4	eastern 2310:8	2300:19 2302:21	2453:5 2483:6
drawing 2398:22	dwindle 2289:7	easy 2270:10	2303:12 2343:5	2498:12 2505:14
drawn 2481:10	dynamics 2541:21	2428:20	2346:19,20	2508:11 2513:19
2482:16 2494:21	2547:1	eat 2180:19	2353:9 2368:6	2523:21 2525:12
2498:3	D-U-N 2279:17	2432:22 2433:15	2371:15 2391:7	2531:5
draws 2509:15	D-U-N-C-A-N-S...	2546:17	2391:14,17	elaborate 2342:20
drew 2413:7	2394:8	eating 2280:20	2426:13 2535:19	2428:11 2441:8
drifted 2268:18	D130 2131:17	2433:4 2542:2,4	2539:10	2446:9 2455:13
drinking 2281:1	E	ecological 2344:4	effective 2280:10	elaborated 2350:2
drive 2256:17	E 2133:5 2134:1	2344:11 2426:22	2340:7 2470:17	elected 2206:5
2348:7 2474:16	2135:1,1 2139:6	2520:14 2551:16	2512:21 2521:17	election 2206:20
driven 2208:6	2139:13 2240:2	ecologically 2341:8	2538:14	2207:1
2210:14 2363:22	2281:5,22	2523:22	effectively 2221:13	electric 2346:7
driveways 2256:7	2311:13 2344:21	economic 2137:20	2280:19 2475:12	electricity 2252:15
2264:5	2345:18 2347:4	2330:7 2343:1	effectiveness	2296:5 2469:8
	2355:22 2356:4	2405:13 2472:14	2240:8	element 2383:14
	2383:6 2457:15	2474:1 2524:19	effects 2344:5,9	elements 2424:1
				eligible 2192:21

2453:7 2487:19 eliminate 2263:8 eliminated 2249:3 eliminates 2487:11 eliminating 2385:3 elimination 2226:1 2346:3 2472:2 eloquence 2426:11 embrace 2263:14 2475:21 emphasis 2418:12 2530:19 emphasize 2419:10 2507:7 2526:18 emphasizing 2404:8 2419:11 employ 2423:22 employed 2201:18 2214:19 2409:10 2484:1 employees 2148:13 2377:15 2417:11 2510:8 employing 2190:3 employment 2400:20 employs 2153:8 empowered 2198:2 empowering 2187:21 empowers 2191:15 enables 2404:9 enclosed 2378:9 2470:19 encompass 2294:22 2299:13 2301:8 encompassed 2375:21 encourage 2226:19 2231:19 2264:1 2382:15,16 encouraged 2207:14 2264:2 2503:14 encouraging 2263:1 endemic 2345:15	endigia 2373:14 endive 2373:9 endorse 2522:3 2536:15 endorsing 2355:19 endquote 2347:15 2347:20 2348:6 ends 2153:21 2274:7,12 2403:5 end-users 2184:4 energies 2537:4 energy 2224:13 enforce 2348:15 2375:12 2379:20 enforcement 2342:9 2469:20 engage 2191:15 2197:20 2228:5 2231:19 2355:5,8 2355:13 engaged 2168:15 2187:8 2189:12 2190:8 2195:10 2219:16 2223:7 2355:5,12 2358:10 engagement 2197:14 2204:14 2219:21 engages 2212:10 engaging 2196:19 2204:9 2411:18 2484:17 enormous 2530:21 enrollment 2473:4 ensure 2149:7 2153:6 2158:20 2184:13 2193:9 2194:8 2195:19 2197:5 2201:20 2207:16 2217:18 2218:4 2220:10 2228:3 2282:6 2331:21 2333:12 2436:4 2447:6 2448:3 2496:7 ensures 2191:8	2488:10 ensuring 2152:21 2190:7 2195:3 2196:6 2217:22 2294:16 2522:6 enter 2510:17 entered 2510:14 enthused 2313:11 entire 2144:11 2157:10 2170:19 2258:19 2430:1,3 2431:14 2472:21 2498:10 2512:6 2512:22 2549:2 entirely 2140:21 2363:18 2527:7 entities 2318:18 2452:9 2479:10 2486:21 2487:5 entitled 2131:20 2242:11 2410:17 environment 2227:6,14 2378:12 2385:1 2390:20 2391:9 2400:22 2432:8 2433:2 2441:17 2470:19 2515:12 2529:9 environmental 2196:12 2215:13 2225:10 2226:12 2226:14,21 2228:12 2330:8 2343:4 2344:5 2353:7,10 2390:7 2390:11 2392:7 2418:10 2433:3 2433:10 2513:9 2513:22 2542:21 environments 2188:19 2203:21 2214:17 2346:17 2515:17 envision 2173:15 envy 2509:13 EPA 2394:11	equally 2217:10 2444:17 equation 2449:14 equip 2189:3 equipment 2485:4 equitable 2148:1 2163:14 2207:16 equity 2164:11 equivalent 2298:16 erected 2346:8 Erie 2464:12 2509:19 erosion 2344:9 err 2390:4 erred 2246:14 escarole 2350:16 2373:9 especially 2240:19 2265:13 2331:3 2403:16 2407:6 Esquire 2132:10,19 essential 2457:10 2542:1 essentially 2183:19 2203:10 2227:19 essentials 2157:3 establish 2280:3 2323:3 2408:13 2443:18 2502:8 2522:8 establishe 2522:18 established 2194:2 2203:9 2204:18 2205:15 2206:8 2223:3 2227:18 2299:2 2322:20 2323:7 2349:20 2351:9 establishes 2212:11 establishing 2183:19 establishment 2187:13 2277:14 2348:2 2368:10 2474:19 estimate 2155:2 2168:17 2473:11	et 2211:11 2220:16 2231:6 2273:5 2281:9 2287:9 2408:3 2515:12 ethical 2280:4 2340:20 ethos 2542:15 2546:8 Europe 2430:7 2452:13,19 European 2238:8 2453:20 evaluated 2441:21 evening 2273:18 2285:21 2286:1,1 evenings 2363:15 event 2258:9 2387:8 events 2344:22 2386:16 eventual 2146:17 everybody 2135:4 2218:2 2256:21 2257:9 2261:14 2269:13,19 2278:22 2358:5 2377:2 2411:10 2500:1 evidence 2154:5,9 2185:15 2198:10 2198:16 2234:12 2247:2,4 2298:4,7 2308:7 2314:21 2315:3 2356:11 2356:13 2412:14 2476:11,15 2504:5,8,14 2525:1,4 2537:11 2543:11,13 2553:22 2554:14 2554:17 evidenced 2240:10 2341:17 evident 2347:22 evolve 2213:5 exact 2161:11 2235:7 2288:1
---	---	---	---	---

2513:15	2387:19 2407:10	2314:22 2315:2	2446:2 2447:18	2192:18 2208:6
exactly 2159:16	2446:19 2466:11	2337:6,8 2356:11	2453:10 2531:5	extra 2380:13
2175:6 2202:2	2467:12 2468:10	2356:12 2397:12	experienced	2395:2
2211:5 2251:3	2468:12 2491:5	2397:13 2412:12	2442:13 2444:9	extreme 2227:13
2286:9 2357:17	2491:19 2541:8	2412:13 2461:12	2444:21	2424:8
2428:9 2455:4,6	2541:10	2461:13 2476:12	expert 2481:14	extremely 2350:21
examination	examples 2155:13	2476:13 2519:17	expertise 2191:19	2387:6
2139:10 2145:17	2469:16	2519:18 2525:1,2	2215:11 2341:20	E-F-F-R-E-Y
2154:11 2174:19	excellence 2242:12	2535:2,3 2537:9	2522:10 2526:14	2309:1
2178:10 2183:3	2254:20 2271:15	2537:10 2540:5,6	2531:15	E-R-A 2232:12
2186:7 2198:17	2284:13	2543:11,12	experts 2226:10	
2225:5 2234:5,15	excellent 2443:18	2553:20 2554:1,5	2228:2 2351:3	F
2236:15 2241:15	2444:3 2511:14	2554:8,11	2448:11	face 2360:13
2245:4 2247:10	exceptionally	exhibits 2134:2	explain 2156:21	2392:9
2274:20 2283:6	2444:8,20	2135:19 2136:11	2157:13 2159:6	facet 2279:14
2293:20 2298:11	excess 2331:14	2136:13 2247:3	2162:3 2163:15	facilitate 2189:11
2306:16 2308:19	2344:10	2554:14,15	2169:22 2208:9	2191:3 2202:12
2315:7 2321:11	exchange 2202:16	existed 2366:10	2213:22 2218:19	2202:15 2223:15
2329:19 2332:7	2343:4 2353:8	existence 2428:2	2220:22 2222:18	2351:12
2337:15 2356:17	2398:17	2451:18	2250:9 2251:4	facilitated 2200:18
2375:3 2394:6	excited 2407:14	existing 2471:20	2270:17 2302:13	facilitating 2188:3
2397:20 2412:18	exclude 2348:10	2472:6 2473:1	2304:11,13	2343:1 2355:18
2425:17 2438:1	excluding 2287:19	2505:21 2506:15	2366:2 2368:1	facilities 2188:8
2452:3 2461:20	exclusion 2239:19	expand 2202:11	2440:7 2483:17	2310:13
2476:19 2498:20	2346:3	2267:18	2484:19 2486:15	facility 2440:21
2508:21 2514:18	exclusively 2400:19	expansion 2400:7	2488:18 2489:3	facing 2208:15
2517:7 2520:3	excuse 2247:1	expect 2162:11	2539:9 2548:21	2407:9 2441:22
2525:8 2534:17	2277:7 2389:5	2346:15 2348:12	explained 2469:13	fact 2141:6
2537:17 2540:13	2396:8 2428:4	2410:17 2469:1	explanation	2142:13 2146:1
2543:17 2551:8	2430:15 2438:6	expectation	2415:17 2440:7	2147:3,15 2156:7
examined 2139:8	2490:19 2549:7	2160:14,16	expound 2267:18	2192:20 2194:12
2178:8 2236:13	excused 2217:21	expected 2474:14	express 2149:16	2195:3 2203:17
2241:13 2245:2	execute 2239:20	expecting 2147:18	2521:14	2211:21 2213:9
2293:18 2308:17	executive 2398:8	expenditure	expressed 2141:22	2214:7 2215:14
2329:17 2337:13	2520:13	2224:13	2379:15	2238:12 2240:17
2397:18 2425:15	exhaust 2422:14	expense 2147:15	extend 2210:6	2282:13 2304:20
2461:18 2508:19	Exhibit 2138:22	2165:7 2353:18	extending 2216:17	2305:15 2314:9
2520:1 2534:15	2139:1 2154:4,8	expensive 2221:17	extension 2194:22	2369:18 2381:9
2540:11	2178:18,21	2473:8	2222:17 2224:7	2399:2,13 2406:3
example 2159:8	2185:11,14	experience 2147:11	2251:15 2267:12	2408:3 2528:12
2194:11 2199:20	2198:10,14	2213:7 2223:1	2282:12 2360:9	facto 2355:1
2204:4 2206:9	2237:1,2 2242:1,2	2274:7 2314:4	extensive 2479:3	2418:12
2211:1,4 2227:1	2242:14,15	2316:18 2346:16	extensively	factor 2135:16
2253:2 2266:12	2245:12,13	2349:22 2429:12	2294:19	2159:18 2166:12
2284:19 2287:14	2246:15,17	2437:12 2440:22	extent 2179:11	2348:13 2401:2
2296:13 2311:4	2298:3,5 2308:11	2441:2 2442:14	2254:8	factors 2392:1
2319:12 2386:8	2308:12 2309:4	2442:15 2443:8	extinguish 2189:6	2411:15,20

2418:5 2441:20 fail 2406:3 2444:18 fair 2148:1 2151:5 2163:14 2203:2 2316:20 2343:7 2365:21 2366:2 2367:11 2388:8 2394:22 2455:19 2499:15 fairer 2363:4 fairly 2197:6 2289:22 2300:21 2315:14 2323:6 fall 2237:15 2266:15 2304:17 2304:19 2324:18 2334:5 2350:20 2408:19 2419:7 2456:16 2478:16 2483:3 2499:5 falls 2169:7 2252:4 familiar 2225:17 2316:22 2318:16 2378:19 2379:2 2452:12,18 2455:21 2478:8 2527:12,17 2551:10 families 2244:10 2404:11 family 2237:11 2242:21 2243:15 2245:19 2248:21 2250:3 2265:19 2289:4,5 2294:7 2294:12 2307:2 2330:11 2434:17 2462:14,15 2463:10 2478:8 2489:19 2509:17 2510:7 2512:8 2514:8,11 family's 2237:22 far 2136:14 2146:9 2155:7 2187:3 2281:21 2348:14 2351:5 2355:16	2359:4 2360:6,16 2385:4 2402:11 2411:12 2413:10 2414:2 2466:7,7 2466:11,12 2538:11 farm 2145:18 2155:22 2200:18 2217:16 2237:12 2237:13 2239:17 2243:1 2248:22 2250:3 2251:13 2251:16 2252:6 2252:12 2254:22 2255:2 2256:16 2259:3,5 2260:8 2263:15 2265:5 2265:11,20 2266:6 2270:21 2271:10 2272:8 2286:15 2287:16 2289:7 2294:5,10 2296:4 2304:18 2304:21 2307:2,5 2307:19 2310:2 2313:16 2333:11 2335:2,4 2338:12 2338:13 2339:2 2339:10,16,17 2340:2 2345:19 2345:21 2346:4 2350:22 2356:22 2357:4,15 2360:13 2393:1 2394:9,16 2396:17 2399:21 2400:10 2401:3 2410:2,2,3 2426:22 2430:3 2433:5 2437:13 2440:21 2441:3 2444:7 2457:1 2462:15,15,19,19 2462:20,21 2463:10,14,15 2465:1 2467:7,8 2467:19 2470:7	2471:13,17 2474:13 2476:6 2477:2,4 2478:8 2482:20 2483:16 2484:2,16,17 2485:9 2489:19 2492:4 2493:21 2497:2,3,13 2499:9,18,22 2500:7,14,18 2501:9,9 2502:5 2503:11,14 2504:4,7,11 2509:18,20 2510:7,18 2514:22 2516:16 2520:14 2532:6 2532:12,15 2533:16 2535:10 2540:22 2541:1,4 2541:4,22,22 2542:3,19 2543:1 2543:3 2544:2 2545:3,4,14,18 2546:9 2547:2,11 2548:22 2549:16 2550:12,14,14 farmed 2549:20 farmer 2175:11,22 2251:18 2255:5 2259:4 2266:8 2271:19 2280:5 2284:14 2286:7 2303:21 2306:3 2316:16 2333:7 2334:19 2392:20 2398:17 2401:4 2430:5,6 2431:8,8 2433:6,7 2435:4,5 2435:8,8 2437:12 2450:3 2478:7 2483:21 2484:1,1 2504:9 2516:5,5,9 farmers 2175:7 2193:11 2238:3 2251:10 2259:9 2263:22 2271:7	2274:8 2280:15 2290:6 2291:11 2330:4,13,16,17 2330:22 2331:12 2331:15 2332:12 2332:15,20 2333:1,2,4,16 2335:7,10,11,20 2335:21 2336:5 2336:10 2338:22 2340:21 2346:10 2361:16 2388:10 2398:13 2399:6 2399:11 2404:4 2406:9,14 2409:19,22 2410:6,8 2427:1,6 2434:15,20 2437:18 2464:7 2465:4 2469:2,7 2474:17 2492:15 2499:21 2542:13 2545:19 2546:15 2546:16 2547:21 2548:1 Farmer's 2238:2 2238:19 2241:1,2 2242:5,11 2243:3 2246:20 2252:18 2259:21 2268:15 2276:13 2278:15 2279:1 2283:15 2284:1 2287:20 2289:2,14 2295:15 2305:1 2305:11 farming 2148:16 2238:6 2239:20 2285:18 2331:1 2340:12 2400:7 2430:5 2436:8 2444:17 2484:1,2 2484:3 2492:7 2524:17 2542:15 2542:16 farms 2153:9 2169:13 2175:17	2175:17,20,20 2243:15 2248:21 2250:18 2265:5,6 2265:7 2266:4,4 2273:15 2276:18 2276:21 2296:8 2301:11 2310:1,2 2313:9 2314:12 2321:15 2330:11 2330:15 2331:5,8 2332:2 2334:22 2343:1 2345:22 2350:3,14 2352:20 2353:11 2353:12 2369:3 2374:10 2399:14 2400:1,2,3,14,17 2401:1 2412:5 2434:17 2448:18 2464:9 2483:3 2514:11 2523:16 2523:17 2529:16 2530:10 2532:4 2542:1 2547:5 fashion 2135:19 2202:16 2441:19 faster 2236:2 fastest-growing 2151:15 father 2392:18 favor 2295:3 2480:21 2511:4 favours 2297:13 2302:10 2464:22 FDA 2144:18 2145:9 2146:9,14 2146:18 2147:3 2152:15 2160:14 2173:5,16,21 2174:1,5,8 2188:21 2191:18 2303:16,16 2342:10 2375:11 2375:18 2379:4 2380:11 2394:10 2407:11,14 2417:20 2422:9
--	---	---	--	---

2422:15 2423:11 2503:12 2516:19 2522:11,18 2526:5,19 2527:2 2527:4 2528:4,5,9 2528:15,22 FDA's 2378:20 2379:17 2503:6 2531:8 fear 2151:11,21 2152:10 2230:9 2292:8 2474:15 fears 2260:15 feasible 2194:16 featuring 2398:17 February 2398:22 fecal 2344:17 2345:3,4 feces 2344:19 2345:18 federal 2181:1 2190:12,16 2401:16 2405:2 2415:2 2416:21 2417:3,18 2465:8 2471:5 2472:11 2473:6 federally 2525:22 Federation 2462:20,20 2483:16 fee 2164:16 2465:13 feeding 2211:3 2541:14 feeds 2541:6 feel 2153:13 2158:3 2217:3 2222:19 2238:19 2243:21 2244:1,11 2251:7 2252:11 2257:20 2257:21 2258:18 2267:22 2270:8 2275:21 2276:2 2280:16,22 2281:4 2331:13 2355:15 2360:20	2363:21 2371:17 2374:5,9 2375:16 2389:9 2497:17 2501:1 2510:19 2522:7 2531:11 2531:14 2538:18 feeling 2311:13 feels 2162:18 fees 2147:21,22 2163:12 2170:9 feet 2211:22 2256:9 2256:9 2345:21 fell 2280:21 fellow 2346:5 2361:15 felt 2165:10 2322:11 fence 2346:7 fertilizer 2186:19 2273:8 fertilizers 2160:22 field 2149:12 2172:5 2188:7 2196:2 2209:22 2213:8 2227:3,5 2238:1 2243:13 2251:8 2253:13 2255:17 2256:1 2264:3,6 2272:7 2278:14,14 2283:18 2296:15 2310:13 2313:22 2331:20 2344:2,7 2345:19,21 2346:9 2393:1 2442:14,15 2453:16 2468:14 2485:5 2491:9,13 2491:14,15 2516:22 fields 2249:4 2273:8 2280:16 2339:5,7 2346:1 2485:6 2488:16 fifth 2278:16 Fifty 2550:10 figure 2472:12	fill 2267:8 2272:11 2273:4 2285:22 2286:17 2324:13 2324:21 2325:11 filling 2276:16 fill-in 2150:17 2327:5 filter 2227:1 2344:21 final 2171:4 2530:8 finality 2165:4 finalized 2475:6 finally 2173:14 2353:20 2355:15 financial 2244:9 financially 2296:21 2296:22 find 2144:22 2177:19 2210:20 2239:22 2243:15 2253:5 2265:11 2278:19 2348:8 2354:1 2385:6 2433:13 2443:3 2444:8 2474:9 2491:8 2495:12 2546:4 finding 2444:22 2445:2 Findlay 2546:2 finds 2180:15 fine 2143:20 2151:7 2241:7 2360:6,7 2434:1 finishes 2327:19 Finney 2133:11 2292:18 2293:2 2293:16 2294:2 2298:10,13 2308:6 Finney's 2316:16 2324:15 firmly 2173:4 2187:19 2190:2 2210:8 2406:21 firmness 2342:14 firms 2351:1	first 2136:7 2138:18 2139:7 2162:6 2178:1,4,7 2180:9,15 2198:19 2225:14 2236:12 2239:1,2 2241:12 2245:1 2247:16 2261:19 2261:21 2262:2 2272:7 2283:10 2293:17 2308:16 2329:16 2333:11 2337:3,12,21 2341:12 2364:18 2368:4 2381:1 2396:7 2397:17 2408:7,21 2414:2 2414:5,7 2425:14 2437:7 2461:17 2465:7,14 2476:22 2479:6 2486:11,15 2487:17 2488:1,8 2499:2 2507:11 2507:19 2508:18 2514:21 2517:9 2519:22 2521:21 2525:15 2534:14 2540:10 2550:9 fish 2300:20 fit 2246:9 2248:18 2248:20 2253:10 2253:10 2266:12 2537:1 2541:21 2547:2 fits 2436:11 fits-all 2189:17 fitting 2547:4 five 2148:3 2157:5 2176:21 2209:8,9 2265:8,10 2293:7 2310:7 2333:5 2461:1,2 2472:14 five-minute 2293:1 fixed 2475:2 flat 2151:19 2175:3 2345:2	flaw 2219:14 2363:21 2428:21 2429:4 2436:2 flawed 2341:1 2354:3 2449:19 2459:15 2521:13 flaws 2420:3 2434:14 flew 2411:12 flexibility 2317:14 2377:10 2467:7,8 2469:17 2470:3 2470:12 2473:19 2475:18 2482:6,8 2482:9,13,14 flexible 2191:5 2226:18 2317:11 2464:2 flier 2264:9 flooding 2344:13 floor 2268:18 Florida 2136:10 2182:15,17 2513:20 flow 2345:5 2545:8 flower 2549:12 flowers 2548:6 2549:13 fluorinated 2281:2 flurry 2413:5 focus 2545:20 focused 2344:1 2398:18 2419:13 2522:15,22 focusing 2471:15 folks 2207:1 2221:21 2282:11 2366:16 2411:18 2427:7 2452:15 2510:11 follow 2149:10 2151:1 2152:13 2160:21 2161:17 2174:8 2252:12 2252:20 2254:19 2286:19 2305:18 2333:8 2334:20
---	--	--	--	--

2343:8 2365:21	2267:12 2280:6	2444:6 2445:6,7	forcing 2192:7	2142:17 2147:5
2444:19 2447:3	2280:13 2281:13	2448:12,15,21,22	foreign 2171:9	2163:12 2209:8,9
2503:12 2516:12	2281:18 2282:11	2449:7,15	2399:1	2222:12 2247:1
2533:8 2551:20	2282:16 2290:17	2450:18 2454:19	foremost 2225:15	2254:1 2255:8
2551:21	2294:18,20	2462:12 2463:7,9	forest 2547:14	2275:18 2295:4
followed 2161:4	2296:6,7 2297:10	2463:14,19	forestall 2146:17	2333:5 2350:7
2183:20 2184:10	2305:8,14,21	2464:1 2471:9,12	forget 2424:6	2354:17 2460:21
2370:2 2386:17	2310:9,11	2471:14,16	forgot 2293:4	2460:21 2461:5
followers 2262:22	2312:12,12	2473:9 2475:16	form 2184:8,9	2466:17
following 2143:4	2313:5,21	2475:22 2484:18	2267:7 2313:6	fourth 2431:20
2146:15 2161:13	2314:11 2321:16	2487:5 2488:10	2345:9 2368:20	2471:18
2189:15 2201:21	2330:21 2331:21	2489:6,6 2490:6	2423:13	fourth-party
2252:9 2341:11	2332:21 2338:17	2494:8 2495:2	formal 2334:22	2431:19
2386:17 2404:2	2340:2,9,19	2496:4,14 2503:4	formally 2224:6	framework
2406:22	2341:7,12,13,22	2511:6,18	2339:13	2191:14 2227:20
follows 2139:9	2342:1,2,4,5,7,11	2516:11 2519:3	formation 2215:3	2230:21 2314:7
2178:9 2236:14	2343:6 2346:14	2520:14 2521:17	forms 2205:14	2315:16 2323:2
2241:14 2245:3	2347:16 2348:18	2522:1,3,8,10,15	2223:15	2374:8 2377:1
2293:19 2308:18	2348:20 2349:7,9	2522:21,22	forth 2173:2	2458:10 2460:7
2329:18 2337:14	2349:18 2352:11	2523:9,13,19	2191:17 2254:17	2518:22
2397:19 2425:16	2352:15,17,22	2524:11,13	2264:4 2290:6	framework's
2461:19 2508:20	2353:5 2355:6,13	2526:2,14	2323:3	2314:14
2520:2 2534:16	2356:5 2358:7,13	2529:14 2530:12	fortunate 2350:18	frank 2413:4
2540:12	2358:14 2359:4,7	2530:22 2531:7	forward 2140:20	Franklin 2462:16
follow-up 2168:11	2360:9 2370:11	2536:7,16,22	2141:14,17	frankly 2221:20
2172:2 2222:11	2374:5 2375:11	2538:20 2541:9	2156:12 2173:6	2335:3 2385:6
2277:13 2304:10	2375:12 2376:13	2542:7,8,8,10,17	2230:20 2296:13	2392:20 2395:16
2483:15 2548:18	2376:21 2378:7	2546:4,5,7,12	2326:2 2361:1	2396:3
food 2140:5 2145:7	2381:2 2382:2	2554:6	2382:6 2428:20	Fred 2133:11
2148:7 2149:1,6	2385:3 2386:1	foodborne 2459:18	2471:9 2472:11	2293:16 2294:1
2160:13 2167:19	2390:4,10,14	2504:1 2511:12	2475:14 2498:7	Fredericksburg
2169:20 2175:6	2391:2 2392:6	foods 2145:21	2510:20 2522:16	2243:1
2175:22 2179:21	2396:1,2,7,16,20	2149:14,18	2548:13	frequency 2531:21
2180:1 2181:3,21	2401:7,11	2180:14,19,20	forwarded 2207:6	frequent 2212:19
2183:22 2184:13	2403:17,19,21,22	2181:2,5 2330:6	foster 2366:22	fresh 2137:18
2190:3,10,15	2404:7 2405:13	2331:15 2338:18	fostering 2541:12	2138:8,11
2192:14,20	2405:20 2411:7,8	2339:18 2524:15	fosters 2191:6	2139:22 2140:1,3
2213:3 2226:22	2411:20 2412:4	2530:14,17	found 2387:7	2149:15 2151:12
2228:12 2232:12	2413:6,9 2414:18	food-borne	2402:8 2429:14	2167:6 2168:1
2237:21 2238:15	2415:5,6 2416:18	2145:10 2181:4	foundation	2181:13 2182:12
2238:20 2239:10	2417:14 2418:9	forbidden 2404:21	2428:17	2186:14 2229:1
2239:15 2240:18	2419:10,11,14,15	force 2192:2	foundations	2238:13 2240:3
2243:18,20	2422:7,7 2424:10	2195:15 2406:7	2449:18	2275:5,9 2290:15
2244:13 2246:3,7	2426:17,22	forced 2152:6	founded 2240:6	2321:13 2347:13
2256:6 2257:3,18	2429:21 2431:15	2208:18 2523:20	founder 2545:20	2375:10 2400:13
2258:7 2259:10	2432:3,21	forces 2230:16	founding 2510:5	2400:17 2401:22
2261:10 2266:22	2437:16 2443:22	2363:13 2418:15	four 2135:10	2402:3 2426:17

2428:6 2450:18	funded 2426:18	2147:3 2150:11	2386:3,21	2446:19 2460:21
2454:18 2463:8	2450:16 2481:2	2152:14 2172:22	2395:21 2542:10	2491:5 2509:11
2498:22 2502:9	funding 2152:22	2243:22 2257:15	2554:18	2520:21 2531:3
2541:8 2542:10	2472:3 2481:7	2324:13 2493:16	GFSI 2448:21	given 2182:3
2549:6,13	funds 2474:4	2553:21	GHP 2251:2	2222:20 2234:22
freshest 2295:22	2481:20,21	garden 2310:1	2252:4 2438:13	2262:10 2263:12
Freshway 2149:14	2488:7	2515:1,3 2547:15	2516:22	2275:19,22
fresh-cut 2349:6	funny 2382:20	gate 2260:9	Giclas 2132:21	2276:9 2300:10
Fridays 2546:2	further 2154:1	gather 2335:19	2133:6 2138:5,5	2343:17 2367:3,4
friends 2151:8	2162:19 2167:12	geared 2311:11	2185:20,21	2370:2 2386:14
front 2225:3	2198:7 2218:11	gee 2383:5	2186:4,9 2198:7	2427:11 2432:8
2234:14 2272:13	2222:6 2228:17	gene 2281:9	2198:13 2199:2	2439:5 2441:6,12
2364:12 2455:12	2288:10 2308:3	general 2137:8	2218:13,15	2441:16 2442:10
2484:11,13	2327:7 2369:2	2138:2 2151:19	2222:12 2225:7	2446:6 2457:1
2492:9 2509:16	2372:19 2380:6	2167:15 2170:2	2229:1 2232:3	2468:11 2469:18
2530:22	2393:16 2412:3	2239:10 2273:12	2288:12 2380:19	2472:9,21
fruit 2137:13,18	2436:13 2441:9	2343:8 2365:22	2380:20 2381:6	2474:21 2509:14
2155:21 2182:15	2455:13 2460:15	2373:1 2390:6	2381:15 2382:11	gives 2143:16
2229:15 2294:5,6	2471:13 2492:18	2462:21 2465:15	2383:15 2384:2,7	2149:22 2153:5
2535:10	2498:15 2515:19	2492:3 2542:11	2385:13 2387:18	2166:8 2173:9
fruits 2140:7	2524:8 2528:8	generally 2156:21	2388:7 2390:17	2255:1 2277:4
2186:15 2187:1	future 2341:6	2235:4	2427:22 2452:2,4	2333:15 2355:1
2229:10 2238:13	2400:11 2403:15	generate 2462:21	2452:4,12,17,21	2362:18,21
2275:5,9 2276:8	2404:17 2465:10	generating 2529:11	2453:18 2454:7	2399:4 2524:14
2294:8,15 2307:2	2474:3 2476:3	generation 2237:11	2455:7,19 2456:9	2530:13
frustration 2209:5	fuzzy 2377:19	2448:1	2504:22 2505:1,1	giving 2509:10
full 2166:17	FV09-970-1 2135:8	generic 2216:21,22	2505:12,18	glad 2292:5
2285:17 2437:4	F-I-N-N-E-Y	gentleman 2457:14	2506:5,9,20	2440:11 2548:11
2437:15 2488:12	2294:2	gentlemen 2236:9	2507:2,10 2508:5	gladly 2288:3
fully 2151:13	F-R-E-D 2294:2	2237:10 2290:15	2508:8	GLMA 2490:17
2185:5 2356:3		2396:19 2434:1	Giclas's 2198:11	global 2430:9
2426:13 2473:12	G	genuinely 2360:15	Gilmer 2132:22	2444:14 2447:14
full-time 2332:19	G 2135:1 2178:13	geographical	2133:5 2138:10	2448:21,22
function 2332:19	gaining 2146:20	2349:16 2351:14	2138:10 2176:17	2452:7,9,13
2357:9	game 2173:10	geographically	2176:18 2177:22	GMP 2516:22
functional 2349:1	gap 2251:2 2252:4	2312:8	2178:6,13 2183:1	go 2162:20 2173:1
functions 2319:11	2261:20 2262:19	geographies	2183:1,6 2185:10	2177:2 2179:13
fund 2216:21	2263:2,14 2267:3	2188:18 2214:8	2185:16	2180:12 2198:21
2471:6	2267:5,21 2270:8	geography 2145:15	give 2145:12	2201:19 2204:15
fundamental	2305:7 2325:16	2402:21 2408:22	2155:12 2166:14	2212:16 2215:14
2221:6 2377:13	2326:13,17	Georgia 2155:20	2182:9 2235:18	2230:11 2233:16
2423:2	2327:1 2430:9	2169:10 2311:3	2235:22 2287:22	2237:7 2242:18
fundamentally	2438:12 2444:14	2432:12 2501:3	2293:11,13	2245:16 2247:9
2142:1 2195:10	2447:14 2452:7,9	getting 2144:12	2300:5 2312:6	2261:16 2272:12
2223:7 2355:19	2452:13,13,19	2170:4 2200:11	2314:18 2322:6	2278:20 2281:3
2419:9 2423:10	2516:21	2223:7 2236:1	2383:1 2385:11	2285:22 2288:11
2521:13 2523:8	gaps 2144:6 2146:7	2256:5 2291:7	2440:7 2444:5	2291:16 2292:20

2293:6 2302:3 2309:9,20 2320:16 2323:3 2327:18 2329:4 2332:6 2335:3 2338:2 2354:8 2356:15 2372:21 2376:22 2379:3 2382:1 2385:22 2389:20 2392:1,5 2398:6 2419:20 2422:1 2426:2 2431:10 2437:1 2437:22 2443:2 2444:7,21 2461:5 2470:12 2479:18 2483:11 2496:9 2504:21 2514:16 2525:7 2530:4 2537:16 2543:16 2543:21 goal 2418:18 2522:3 2541:8 goals 2147:7 2148:12 2228:12 2228:12 2342:21 2354:4 2382:22 God 2305:19 Godspeed 2151:9 goes 2149:5,12 2223:1 2226:17 2271:2 2348:14 2355:16 2358:13 2382:5 2393:11 2413:11 2423:17 2429:13 2440:14 going 2135:16 2147:2 2154:3 2156:12 2158:19 2159:17 2162:12 2170:12 2172:22 2174:5,11 2175:10 2177:2 2185:10 2198:9 2198:18 2211:16 2228:7,14 2232:6 2233:10 2235:15	2236:4 2237:1 2241:8,22 2242:14 2245:11 2269:20 2281:18 2292:22,22 2296:13 2300:21 2301:18,19 2303:7,8,9 2308:8 2308:9,10 2314:21 2318:6 2320:11 2323:1 2326:4 2327:13 2327:14,15,18 2328:2 2329:4 2337:3 2356:10 2362:1 2363:20 2366:7 2367:2 2371:14 2377:18 2378:6,11 2387:8 2392:22 2393:2 2393:14 2402:9 2406:11 2408:15 2408:17 2409:6 2409:20 2410:5 2414:21 2417:17 2417:21 2423:4 2433:7 2442:5 2446:21,22 2447:21 2453:9 2453:18 2459:3 2476:10,10 2480:2 2481:20 2488:6 2497:21 2498:8,9 2519:16 2521:6,7 2524:22 2526:8 2530:16 2531:2,11,22 2537:8 2540:4 2550:8 2553:11 2553:12,18,19,20 2553:21 2554:3,4 2554:7,21,21 Goland 2133:20 2519:17,21 2520:7,13 2524:22 2525:10 2525:11 2530:6	2551:9,9,18 2552:2,6 good 2135:3 2139:20 2144:1 2146:7 2148:22 2151:1 2154:12 2154:13 2160:9 2160:17 2161:3 2161:13,17 2166:17 2168:9 2172:8,17,18 2173:4,12 2174:20,21 2176:1 2179:14 2183:5 2186:1 2188:4 2199:2,4 2203:8 2210:1 2217:6,6,6 2218:15 2225:10 2226:22 2238:17 2247:12 2252:9 2252:10 2253:6 2253:11 2259:4 2268:9 2282:22 2284:20 2296:7 2296:18 2301:18 2301:19 2302:4 2312:9 2328:8 2332:10 2334:6 2334:10 2336:4 2339:22 2349:15 2356:19 2359:12 2360:4,7 2361:7 2361:14,17 2378:21 2385:11 2392:8,10 2394:14 2395:21 2396:4 2412:20 2419:9 2424:14 2427:12 2434:18 2438:3 2440:6,12 2442:12 2443:18 2458:4 2463:14 2470:15 2473:9 2474:12 2476:21 2483:13 2484:17 2485:14 2491:15	2493:18 2502:3 2502:19 2509:8 2512:18 2516:14 2525:10 2526:19 2527:13,14,14 2551:18 goods 2435:6 Gorney 2428:1 gotten 2477:10 govern 2416:17 governing 2234:1 2300:2 2526:6 government 2152:14 2174:2 2191:7,16 2194:17 2197:21 2335:22 2379:18 2394:11 2416:22 2417:4,19 2419:7 2460:8 2471:5 government's 2352:14 2503:1 government-spo... 2406:17 grade 2259:18 2408:21 graded 2287:8 grant 2359:19,21 2360:2 2415:2 2450:17 2454:11 2454:17 granted 2473:20 grass 2344:11,20 2345:22 2367:9 grasslands 2344:3 2345:8 2346:2 2386:8 2387:20 grassroots 2477:4 grave 2535:16 great 2209:5 2297:16 2302:4 2310:15 2331:7 2433:15 2435:22 2485:9 greater 2131:16 2150:8 2152:2 2160:15 2202:16	2268:1 2322:7 2474:1 2522:10 greatest 2221:9,11 2349:7,9 2409:18 2409:19 great-grandfather 2237:18 green 2131:9 2135:6 2165:19 2168:15 2173:2 2181:14 2183:10 2190:13 2191:1 2220:4 2270:20 2294:12 2302:19 2309:15 2310:14 2336:12 2347:13 2348:4 2358:3 2364:7 2368:13 2373:8 2399:7 2402:2 2409:11 2410:13 2427:13 2427:15 2428:8 2428:16 2431:3 2433:21 2434:13 2435:2,7 2438:15 2441:14 2454:20 2458:6 2462:13 2465:3,10,16,18 2468:5,8 2474:3 2476:1 2479:2 2518:13 2522:2 2535:20 2547:2 2549:17,21 greenhouses 2378:9 greens 2140:11,17 2140:20 2141:4,7 2141:12 2142:14 2143:1 2144:11 2144:20 2146:8 2146:11,14,16 2147:4,7,12 2148:22 2149:20 2150:5 2151:6,12 2152:7,17 2153:9 2153:17 2156:1 2157:6 2159:19
---	--	--	--	---

2161:20 2166:1,5 2166:17 2168:18 2169:6 2170:20 2171:15 2173:7 2173:18 2174:6 2179:16 2180:16 2181:6 2182:3 2184:1 2187:3,10 2187:18,20,22 2190:5,11 2191:12 2192:6 2192:10 2193:18 2194:3 2197:6,18 2211:2 2216:21 2217:1 2229:17 2229:18,22 2230:5 2237:16 2240:9,11 2243:17 2244:7 2246:5 2247:18 2247:20 2270:18 2282:17 2287:19 2296:12 2303:2,3 2306:20 2307:12 2310:4,16 2311:9 2311:10 2312:3 2312:21 2313:17 2324:4,10 2326:5 2338:5 2339:17 2341:1 2343:6 2349:6 2350:1 2354:2 2361:22 2366:15 2371:12 2371:14 2373:2 2378:20 2401:15 2402:14 2406:4 2406:15 2410:15 2413:9 2419:17 2430:4 2435:16 2456:16 2457:11 2457:22 2459:18 2460:11 2462:18 2463:5 2464:22 2471:1 2476:3 2478:19,22 2480:9 2487:10 2489:1,5 2490:1	2492:15 2497:5 2499:3 2502:11 2503:6,12 2510:22 2511:8 2512:1,2,3,5,9,17 2513:2 2514:12 2515:6 2518:5,12 2519:1,9 2520:22 2521:16,22 2522:7,20 2524:3 2528:18 2531:10 2531:18 2535:14 2535:22 2536:12 2539:13,16 Greetings 2242:20 grew 2281:20 2294:7 2437:13 grocers 2463:12 2490:5 grocery 2222:4 gross 2266:18 2273:22 2318:21 2516:7 2550:15 grosses 2266:6 ground 2280:21 2339:4 2447:17 2493:10 grounded 2188:21 2195:13 groundwater 2344:14 2464:16 group 2138:4,20 2155:8 2156:8 2158:3 2176:16 2185:20 2207:20 2283:9 2291:11 2323:8 2324:15 2352:11 2401:20 2406:17 2410:12 2410:18 2436:14 2437:16 2465:12 2477:8 2522:21 groups 2156:10 2200:20 2275:4 2355:9 2366:15 2465:9,11 group's 2180:22	grow 2153:19 2164:5 2166:9 2175:9 2186:22 2237:20 2242:22 2244:10 2255:5 2257:12 2270:18 2270:21 2271:10 2271:11 2294:17 2303:3,3,4,9 2304:12 2306:21 2307:1 2357:20 2373:3,3,5,7,12 2385:1 2464:5 2518:3,17 2548:22 growe 2518:6 2549:5 grower 2146:20 2148:21 2149:7 2152:9 2164:13 2206:10 2208:15 2209:7 2219:8 2220:12,12,14,14 2239:13,21 2250:12,14,14,15 2251:7,11 2254:19 2257:11 2267:7 2272:21 2275:4,15 2284:10 2285:4,6 2291:2 2294:6 2305:16 2309:15 2317:18 2326:15 2326:17 2352:10 2356:22 2357:16 2357:21 2359:9 2369:11 2449:9 2465:12 2467:1,4 2474:8 2478:15 2479:8 2480:10 2511:10 2513:4 2517:12,22 2532:16,17,22 2533:1,6 2535:14 2536:13 growers 2138:3,6 2140:3,16 2144:3	2146:2,18 2148:18,19 2150:3,11,13,17 2151:1 2153:17 2155:21 2156:20 2159:10 2162:21 2166:14 2167:17 2167:22 2168:3 2168:14 2169:1 2170:11 2186:12 2186:13,14,18 2187:4,6,7 2188:9 2188:15,19 2189:3,8 2191:11 2192:18 2193:2 2193:19,20 2194:6,19 2195:1 2195:1,10 2196:8 2196:22 2197:6 2205:22 2208:8 2208:12,13 2209:1 2217:14 2218:7,16,17,20 2219:4,7,15,19,21 2219:22 2222:14 2223:8,11 2225:7 2226:8 2228:10 2229:3,4 2230:2 2238:6 2239:14 2242:12 2243:4,6 2243:7,8,9,11 2244:3 2245:20 2246:2,6 2250:11 2252:18 2254:20 2257:6,20,22 2260:6,11,12,14 2261:2,5,6,11,15 2265:14 2267:15 2268:1 2269:2,4 2278:21 2279:1 2283:8 2285:9,13 2287:5 2291:1 2292:4 2295:19 2296:3,18 2297:18 2305:20 2305:22 2306:18 2310:15 2312:11	2312:21 2324:10 2325:12 2326:13 2339:14,21 2341:8 2346:13 2347:6 2350:4 2351:13 2369:4 2374:2,13 2385:18 2406:4,6 2410:14 2426:6 2426:21 2427:6 2428:4 2450:13 2452:5 2464:2,4 2465:18,22 2468:12,21 2469:8,22 2470:8 2470:9 2475:19 2484:9 2502:1,6 2503:11 2505:2 2510:1,4 2511:8 2511:13,17,22 2512:8,19,20,22 2513:4,11,12 2517:9 2535:13 2535:15,17,20,21 2536:3,6,14,17,19 2538:17 2539:10 grower's 2255:3 2330:19 grower-handler 2145:6 grower-handlers 2219:8 grower/handlers 2465:21 2466:22 growing 2159:12 2159:15 2168:22 2171:8 2262:6 2278:11 2279:11 2295:3,5 2297:5 2299:6 2301:15 2304:13 2331:6 2333:13 2357:22 2437:14 2463:8 2465:20 2467:10 2469:12 2472:19 2472:22 2514:11 2515:16 2532:6
---	--	--	--	--

2532:12 2533:2 2545:4 2547:18 2548:6 2553:8 grown 2158:12 2166:6 2171:18 2184:7,7 2186:15 2230:5 2240:3 2256:10 2277:22 2296:1 2324:4 2326:7 2414:15 2433:1,9 2441:17 2470:18 2501:10 2502:2 2523:20 grows 2150:4 2441:4 growth 2175:21 2277:21 guarantee 2482:12 2488:9 2503:3 2508:3 guaranteed 2506:19 guaranteeing 2352:7 guarantees 2401:6 2424:3 2494:3 guess 2151:14 2168:11 2171:3 2172:4 2222:14 2235:18 2248:2 2267:17 2277:18 2279:2 2299:19 2316:6 2317:17 2360:19 2361:7 2380:6 2383:1 2384:12 2454:7 2455:19 2487:1 2488:13 2492:11 2504:18 2507:3 2507:10 2525:20 2526:1 2529:10 2548:18 2552:14 2553:19 guidance 2144:18 2146:14 2188:22 2340:7 2378:20 2503:6,12	2526:19 2527:2 2528:17 2531:9 guidances 2529:20 guided 2522:9 2526:13,13 guideline 2252:20 guidelines 2246:4,8 2246:12 2252:4 2252:20 2253:5 2264:11 2267:10 2267:19 2294:21 2302:20 2303:17 2334:5 2358:18 2372:15 2528:15 2529:1 2533:7 guides 2223:18 2529:11 Guiding 2242:13 guise 2297:12 2302:9 Gulf 2344:15 guys 2265:17 2269:17 2370:9 2370:10 2373:13 2378:7 2395:7,7 2425:1 G-I-C-L-A-S 2186:10 G-O-L-A-N-D 2520:7 H H 2134:1 habitat 2226:1 2345:10 2346:3 2346:14 2387:20 2389:3 2390:11 habits 2542:2,4 HACCP 2516:22 half 2186:22 2211:14,21 2229:14 2384:11 2399:6 2409:22 2490:3 halfway 2444:2 hallways 2305:17 hand 2139:4	2144:2 2235:5 2253:11,12 2272:22 2421:17 2421:19 2527:1,1 2533:15 2553:15 handed 2178:16 2242:10 2284:17 2287:13,13 2292:16 handle 2166:9 2268:11 2269:22 2350:2 2357:11 2358:1 2411:19 2467:2 handled 2131:9 2135:6 2230:5 2268:12 2348:5 2368:13,17,19 2376:17 2403:22 2456:21 2487:7 handler 2146:20 2147:10 2148:21 2152:9 2160:7 2164:5,8,14,16,17 2169:18 2170:8 2171:14 2202:20 2206:10 2208:16 2220:13 2231:14 2273:20 2326:11 2352:11 2357:9 2357:12 2358:7 2371:8 2401:22 2404:17 2405:2,5 2449:8 2465:14 2465:19 2467:3 2479:8 2480:11 2486:12 2487:1,7 2487:22 2488:1,8 2493:13 2494:14 handlers 2140:20 2140:22 2141:3,7 2141:8 2142:18 2143:21 2144:3 2149:22 2150:1 2150:13 2156:20 2157:6 2166:14 2170:6,11	2171:13 2186:14 2186:18 2187:5 2187:22 2188:15 2189:3,8,12 2190:12 2191:2 2195:21 2199:20 2201:22 2202:1 2204:14 2205:22 2208:8 2219:15 2231:12 2348:21 2349:3 2362:9 2366:6 2370:16 2374:3 2400:5 2404:22 2410:14 2410:22 2424:5 2465:12 2466:18 2479:10,14,17,20 2480:10 2487:1 2487:11,13,18 2507:13,19 2508:1 2511:10 handler-producer 2163:8 2354:18 handles 2273:20 2486:18 2487:9 handling 2146:12 2173:7 2188:4 2217:6,11 2218:5 2252:10 2253:6 2319:11 2326:2 2330:20 2331:3 2331:22 2334:10 2339:22 2340:2,8 2372:15 2456:20 2457:9,21 2462:13 2485:9 2485:14 2494:2,4 2527:14 hands 2256:18,21 2363:10 2377:14 hand-picked 2207:19 hang 2327:3 2394:2 Hank 2132:21 2133:6 2138:5 2185:20 2186:9	2427:22 2428:19 2452:4,10 2505:1 happen 2228:4,15 2276:20 2302:22 2367:17 2403:10 happened 2284:6 2493:13 happening 2336:14 2418:11 2539:12 happens 2303:1 2307:9 2494:2 happy 2179:4 2327:12 hard 2160:18 2265:15 2275:20 2278:19 2301:7 2303:13 2386:19 2408:15 2420:6 2434:2 hardship 2244:9 hard-pressed 2392:22 hard-working 2238:5 harm 2291:5 harmed 2321:21 harmful 2545:2 harmony 2551:16 harness 2256:17 harsh 2409:1 harvest 2256:12 2303:21 2304:20 2314:1,3 2339:22 2340:2 2350:21 2351:4 2399:15 2468:15 2488:16 2513:8 2546:1 harvested 2143:6 2304:1 harvesters 2349:4 harvesting 2217:17 2304:14,21 2326:1 2468:2 2485:5 hate 2396:13 hats 2339:19 haunts 2356:8
--	---	--	---	---

head 2143:5 2373:10 2531:20 headed 2468:11 heading 2368:5 2479:6 health 2149:2 2174:2,3,12 2330:8 2333:19 2333:19 2334:15 2344:13 2379:18 2416:19 2522:12 2522:22 2523:9 2526:16 2543:4 healthful 2180:19 healthy 2180:14 2541:9 hear 2293:2 2305:17 2313:11 2335:1 2343:18 2355:11 2367:19 2387:22 2548:11 heard 2141:19 2142:4,7 2164:13 2289:18 2302:16 2362:3 2387:17 2404:3 2406:9,10 2415:22 2434:7 2437:7 2454:10 2464:17 2482:6 2499:2 2500:3 2502:13 2510:9 2512:15 2517:10 2523:17 2544:8 hearing 2131:4,10 2135:6,9,10,12,15 2135:17 2136:3,7 2136:8,9 2137:2 2138:16 2143:3 2176:20 2177:2 2185:22 2186:1 2210:22 2234:9 2236:3 2244:16 2309:11,16 2336:21 2400:6 2401:18 2406:1 2411:13 2462:11 2498:1 2521:6	2554:22 hearings 2136:20 2194:21 2195:6 2213:14 2222:16 2224:2 2235:1 2350:11 2351:1,3 2351:5 2514:5 heart 2260:14 2543:3 heartened 2367:19 hedgerows 2344:4 2345:5,7 2386:8 2387:21 height 2351:4 heirloom 2509:21 2518:4 held 2253:18 2351:1 2398:21 2493:11 2496:1,8 Hello 2279:12 2304:9 help 2187:20 2189:6 2194:18 2194:22 2208:5 2250:2 2262:14 2272:2 2278:7 2344:8 2348:14 2427:17 2473:10 2542:4 2546:1 helped 2258:5 2267:20 2280:12 2281:7 2305:10 2360:14 helpful 2146:20 2167:3 2289:1 helping 2410:6 herb 2338:13 herbs 2338:15,22 2373:3 heritage 2238:4 heroes 2428:1 hey 2370:8 hidden 2180:14 high 2131:17 2288:8 2296:1 2393:7,8 2441:15 2456:15,16	2457:3 2458:17 higher 2184:5 2187:3 2239:13 2346:4 2349:19 2532:9 highest 2237:20 2331:16 2376:20 2463:19 2524:15 2530:14,17 highlight 2469:16 2491:9 highlighted 2506:14 Hillson 2131:22 2135:3,13 2137:22 2138:13 2138:21 2139:11 2139:15,18 2153:22 2154:3 2165:15 2168:8 2172:14 2174:14 2176:3,8,11,14,18 2177:14 2178:3 2178:15,19 2179:6,13 2180:11 2182:6 2182:21 2185:8 2185:17,21 2186:5 2198:6,9 2198:18,21 2218:12 2222:8 2224:16 2225:2 2228:18,21 2232:2,13,18,22 2233:3,6,13,18 2236:8,16,20 2237:4,7 2240:21 2241:7,16,21 2242:4,9,17 2244:18 2245:5 2245:10,15 2246:13 2247:5 2264:21 2268:6 2270:14 2274:15 2279:15,19 2283:3 2288:11 2288:13 2290:9	2290:10,12 2291:19 2292:13 2293:10,21 2294:3 2297:20 2298:1,8 2304:7 2305:4 2306:11 2308:4,20 2309:3 2309:9 2314:17 2314:20 2315:4 2316:2,7 2319:20 2320:3 2321:8 2327:9 2328:7,13 2328:17,21 2329:8,12,22 2332:4 2336:18 2337:5,16,20 2338:2 2354:7 2356:9,14 2365:3 2365:7 2372:2,5 2372:20 2373:18 2374:19 2375:7 2380:18 2385:16 2393:17 2394:1,4 2395:9,13 2397:4 2397:8,11,21 2398:3,6 2412:10 2412:15 2421:14 2421:18,21 2422:1 2424:17 2424:21 2425:3,7 2425:10,18 2426:2 2436:21 2437:9,21 2440:4 2450:6 2451:21 2456:11 2460:17 2460:19,20 2461:2,8,21 2462:4,8 2476:9 2476:16 2483:11 2489:16 2491:22 2498:17 2504:21 2508:7,10,22 2509:3,6 2514:13 2516:1 2517:4,13 2517:17 2519:13 2520:4,8,11 2524:21 2525:5	2530:3 2534:4,7 2534:10,18 2535:1,5,8 2537:7 2537:12 2539:6 2539:18,22 2540:14 2543:6,9 2543:14 2546:20 2548:16 2550:5 2550:19 2551:1,4 2552:7,22 2553:15,18 2554:3,13 himthe 2343:19 hinder 2246:5 hire 2239:14 2251:14 2313:19 2363:13 2447:8 hires 2445:5,7 hiring 2445:2 historically 2342:15 history 2310:17 2352:18 hold 2151:10 2330:19 2536:5 holding 2218:9 2309:11 2344:10 2353:12 2462:11 holds 2141:3 home 2345:21 2350:15 homework 2387:12 honest 2228:6 2384:18 2452:10 honestly 2386:22 honor 2138:2,20 2176:10 2177:13 2178:19 2180:8 2185:20 2198:8 2225:6 2228:19 2283:7 2328:9 2426:1 2534:6 2539:21 2550:22 HONORABLE 2131:22 hope 2151:9 2238:2 2243:4 2259:22
---	--	---	--	--

2260:11 2262:21 2295:16 2382:5 2393:14 2429:5 2486:9 2524:13 2525:15 2530:12 hopefully 2259:19 2303:22 horse 2239:22 2243:10 2263:22 2439:17 horses 2240:1 2243:12 2248:22 2249:1 2255:21 2256:11,11,17,17 2256:18 2296:4 2439:14 2469:9 hospital 2457:17 host 2294:18 hosted 2340:1 hour 2177:4 2327:13 2329:6 hours 2510:10 2521:9 house 2259:12,19 2268:13 2269:22 2313:22 2413:7 houses 2149:12 2268:10 housewife 2260:16 2263:10 how-to 2223:18 huge 2141:1 2265:15 2276:4,8 2276:18 2321:17 human 2188:7 Humane 2414:16 hundreds 2223:11 2280:10 Huron 2509:19 husband 2485:1 hydroponics 2378:8 hygiene 2149:10 2160:22 hypothesis 2459:12 hypothetical 2376:19 2457:13	hypothetically 2538:5 H-A-N-K 2186:10 H-R-I-S 2337:19 I ice 2181:7 iceberg 2143:5 idea 2157:7 2200:9 2201:11 2233:11 2235:9 2277:5 2282:22 2333:15 2343:14 2360:4,6 2360:7,7 2369:20 2395:2 2399:4 2416:11 2419:1 2427:19 2432:21 2460:2 2481:16 2492:12 ideas 2202:14 2378:18 2436:12 2470:11 identification 2139:2 2178:22 2198:15 2207:22 2237:3 2242:3,16 2245:14 2287:16 2298:6 2308:13 2337:9 2397:14 2461:14 2476:14 2519:19 2525:3 2535:4 2540:7 2554:2,12,16 identified 2145:17 2154:18 2205:12 2247:17 2518:5 2554:8 identifies 2515:11 identify 2145:13 2174:17,18 2181:2 2185:1 2247:7 2253:1 2266:8 2274:18 2306:2 2394:4 2480:8 2551:7 identifying 2234:19 2318:22 2383:9	2478:14 identity 2401:3 Ifunction 2357:12 ignore 2348:20 illness 2145:10 2181:4 2342:19 2459:18 2511:12 illnesses 2145:14 2504:1 imagine 2265:15 immediate 2400:11 2405:22 2509:22 immediately 2253:17 2538:7 imminent 2380:4 impact 2145:22 2151:11 2175:5 2175:10 2183:22 2258:9,12 2275:4 2343:4 2347:8 2353:7 2371:8 2469:4 2472:14 2474:1 impacted 2170:12 2219:17 impacting 2494:7 impacts 2385:4 impetus 2201:6 implement 2353:5 2523:18 implementable 2188:18 implementation 2187:9 2218:21 2219:6 2238:17 2295:2 2340:8 2343:21 2380:3 2469:20 2473:19 2474:5 2475:13 implemented 2194:7 2255:8 2341:4,6 2364:4 2364:10 2391:6 2473:15 2497:10 2538:5 implementing 2261:13 2367:3	2376:22 2524:11 2532:7 implicated 2531:19 implications 2292:6 imply 2532:16 importance 2170:4 2221:16 2312:11 2446:10 2526:18 important 2140:17 2158:4,13,19 2166:12 2170:1,7 2170:13 2173:1 2191:1 2204:12 2212:5 2216:6 2217:10,15 2220:22 2223:20 2224:8 2330:18 2350:5 2369:5 2383:13 2411:14 2412:9 2416:5 2429:22 2435:12 2448:12 2462:12 2476:2 2511:7,21 2515:13 2521:10 2523:9 2524:3,4 2546:14 importantly 2400:8 2403:14 2475:20 imported 2149:18 2149:20 2150:1 importer 2169:21 2170:18 importing 2358:3 2410:15 imports 2150:9 2171:5,12,22 impose 2143:11 imposed 2248:15 2407:9 2429:19 2533:9,10 2547:21 imposes 2264:16 imposing 2141:15 2142:10 2230:9 2435:17 2532:9 impossible 2408:10	impractical 2523:15 improve 2187:15 2188:1 2191:3 2196:19,20 2198:2 2347:12 2411:7 2422:6 2519:8 2522:1 improved 2226:19 improvement 2191:15 2219:12 2391:10 2521:11 improves 2187:17 2193:14 improving 2197:9 2475:15 2511:9 inappropriate 2353:4 inception 2187:11 2200:3 2354:3 inches 2288:8 incident 2175:13 2356:2 incidents 2341:18 2449:15 include 2155:18 2169:8 2175:16 2184:15 2222:16 2295:6 2297:15 2302:12 2344:12 2344:17 2354:21 2382:9 2398:16 2400:17 2414:8 2483:22 included 2151:5 2156:9 2171:22 2224:20 2466:9 2486:20 2494:12 2497:11 includes 2168:2 2295:12 2297:4 2345:13 2350:3 2448:18 2466:10 including 2148:13 2156:11 2188:13 2237:15 2239:19 2261:15 2294:9
--	--	---	--	--

2340:15 2347:1 2360:1 2398:15 2407:6,22 2410:14 2462:17 2488:15 2522:19 inclusion 2527:4 inclusive 2197:11 2268:12 2429:1 income 2244:11 2266:18 inconsistent 2217:13 2225:10 2552:3 incorporate 2323:9 incorporated 2144:14 2214:4 2309:14 2310:3 incorrect 2226:4 2454:15 2528:22 increase 2153:18 2194:5 2239:11 increased 2151:16 2278:22 2342:18 2344:13 increases 2401:7 increasing 2399:14 2400:2 2404:15 increasingly 2148:6 2403:18 incursion 2149:11 indelibly 2403:19 2419:15 independence 2420:12,14 independent 2189:7 2208:7 2406:14 2427:1 indicate 2169:5 2248:14 2310:17 2345:17 2456:19 2482:7 2484:15 indicated 2222:13 2316:18 2327:12 indicating 2253:1 indication 2427:11 indications 2410:4 indirectly 2249:12	individual 2140:22 2152:9 2165:6 2167:8 2197:12 2231:11 2239:15 2320:11 2361:14 2445:17 2477:4 2532:10,15,18,19 2537:2 individuals 2194:20 2206:4 2238:5,12,16 2467:4 2484:12 2546:12 indoor 2470:19 induce 2279:10 industrial 2351:13 2361:21 2362:22 industries 2275:5 industry 2141:12 2141:15 2142:8 2144:12,20 2145:18 2147:19 2151:3 2153:18 2157:10 2166:19 2167:21 2170:21 2173:9,18 2174:10 2176:2 2181:14,15 2182:18 2183:10 2187:17 2188:13 2189:2,18 2190:4 2190:7,13,18 2191:3,7,14,19 2193:16 2194:17 2195:22 2196:5 2196:10,19 2197:6,19 2198:2 2199:16 2200:12 2202:8 2205:16 2208:22 2209:13 2212:10 2215:10 2220:11 2223:6 2227:20 2229:17 2230:1 2237:22 2311:15 2312:7 2312:17,22 2318:1 2340:16	2343:17 2348:21 2349:11 2352:1,4 2358:6,7 2362:10 2363:7,10,22 2379:13 2382:12 2382:15 2383:20 2385:9 2401:22 2404:15 2409:17 2410:16 2422:20 2423:11 2427:20 2429:12,13 2430:11 2444:6 2446:4 2448:11 2456:2 2460:9 2465:16 2466:3 2470:5 2473:1 2475:11 2476:1 2511:2 2512:7 industry-generat... 2436:18 ineffective 2353:4 inefficient 2523:14 infection 2355:22 influence 2221:10 2221:11 2280:13 2420:6 inform 2212:21 2267:14 informal 2317:1,7 2317:10,19 information 2167:9 2167:12 2210:7 2335:19 2382:18 2398:18 2404:9 2407:18 2411:16 2493:1 2528:8 informed 2239:6 2499:16,19 informs 2193:13 infrastructure 2214:20 2258:6 2278:8 inherent 2343:12 2363:21 2429:3 inherently 2354:3 2376:14 initial 2206:2	2427:14 2477:11 initiated 2469:19 2497:16 initiative 2140:18 2143:19 2426:17 2448:22 2450:19 2454:18 inner 2545:22 innovative 2403:9 input 2142:15 2146:21 2156:6 2158:14,20 2162:17,19 2165:9 2170:22 2173:12 2189:1 2190:14 2196:11 2215:19 2216:6 2317:21 2318:7 2336:4 2392:12 2392:15 2413:20 2414:1,3 2453:22 2475:10 2499:17 inputs 2441:18 insect 2296:10 2345:9 insert 2226:15 inside 2313:21 2439:15 insignificant 2318:8 Insofar 2392:17 inspect 2440:17 2444:7 inspection 2137:19 2182:4 2194:14 2273:2 2407:5 2472:5,8 inspections 2238:18 2297:8 2472:4 inspector 2430:13 2431:2 2444:22 2447:8 inspectors 2201:17 2444:20 2445:6,8 2453:15 2472:4 instance 2239:22	2268:17 2361:13 2441:14 2532:11 2547:10 instances 2196:14 2270:9 2291:15 instituted 2374:7 institutional 2347:9 instrument 2427:8 2523:8 insult 2363:12 insurmountable 2264:14,17 integrated 2296:9 2406:18 2528:9 integration 2547:13 integrity 2217:22 2388:7 intend 2448:2 2494:16 intended 2160:3 2401:12 2405:17 intensive 2310:11 intent 2323:7 intention 2146:10 2220:8 2382:9 intentionally 2297:16 intentions 2366:21 interacting 2502:17 interest 2143:10,18 2175:6,21 2179:17 2180:1 2197:13 2266:21 2296:6 2356:5 2361:21 2375:19 2385:2 2393:12 2404:15 2443:15 2511:1 2512:22 2543:2 interested 2196:11 2197:21 2235:2,3 2355:11 2415:3 2463:4 interesting 2159:10
---	---	--	--	--

2266:1 2402:8 interests 2262:5,6 2300:9 2332:1 2336:5 2360:21 2512:7 interface 2545:5 international 2204:10 2240:11 2439:21 2447:4,4 2449:3,13 internationally 2202:9 internet 2434:9 interpretation 2144:18 interpreted 2248:17 2249:10 interrupt 2371:1 interweaving 2544:21,22 inter-plantings 2344:8 intrigued 2416:11 introduce 2136:22 2137:4 introduced 2465:14 2504:6 introduction 2474:21 intrusion 2248:19 2296:16 2468:14 2471:5 2488:16 invalid 2148:21 invalidated 2536:4 invested 2212:20 involved 2152:20 2154:22 2156:9 2162:4 2170:10 2173:11 2199:7 2319:10 2338:8 2355:7,9 2362:12 2367:5 2399:7 2401:4 2404:3 2405:12 2465:10 2465:19 2477:11 2486:21 2499:16 2499:19 2529:5	2546:7 2547:12 involvement 2156:15 2158:9 2162:10 2237:22 2352:14 2411:17 2422:19 2450:14 2536:13,17 2545:18 2549:10 involving 2403:21 2496:14 in-depth 2411:16 in-house 2238:18 in-state 2464:6 Iowa 2269:1 2338:11,14 2339:10 2340:3 2351:17 2359:16 2359:20 2360:10 2361:10 Ippolito 2240:10 irregardless 2459:10 irrigate 2464:15 irrigation 2145:1,2 2159:11,16 2311:5 2344:18 2344:22 ISO 2447:2 2453:13 ISO-based 2447:13 issue 2221:6 2239:18 2341:13 2342:12 2349:19 2353:3 2359:14 2374:6 2385:7 2395:19 2418:22 2435:10,11 2454:22 2462:12 2480:6 2485:10 2494:9,21 2500:2 2542:17 2548:7 2548:11 2552:20 issued 2146:14 2180:3 2379:5 issues 2142:4 2161:12,17 2163:1 2179:21	2208:15 2215:13 2239:16 2257:4 2297:11 2327:21 2327:22 2341:10 2347:17 2348:19 2360:12 2390:4 2420:11,16 2426:9 2431:11 2432:15 2434:6 2468:1 2473:12 2476:5 2484:22 2485:16 2491:9 2494:8 2496:15 2510:16 2511:20 2513:10 2531:1 2542:21 2547:22 2548:12 ISU 2340:6 items 2249:8,12 2253:17,19 iteration 2341:2 I-L-M-E-R 2178:14 J J 2133:9 2241:11 2241:20,20 2308:22 Jacksonville 2136:10 2210:22 Jason 2132:19 2138:2 2225:7 2283:8 2306:18 2385:17 2460:16 2517:8 Jeff 2133:12 2477:13 Jeffrey 2308:15,22 jerusalem 2549:7 2549:22 Jim 2428:1 Jo 2346:12 2388:9 job 2170:21 2285:18 2393:13 2511:15 Joe 2427:22 John 2428:20	Johns 2253:14 join 2141:4 Jones 2133:19 2508:15,17 2509:2,17 2514:14,20 2519:14 journalist 2182:19 judge 2131:22 2135:3,14 2137:22 2138:13 2138:21 2139:11 2139:15,18 2153:22 2154:3 2165:15 2167:14 2168:8 2172:14 2174:14 2176:3,8 2176:11,14,18 2177:14 2178:3 2178:15,19 2179:6,13 2180:11 2182:6 2182:21 2185:8 2185:17,21 2186:5 2198:6,9 2198:18,21 2218:12 2222:8 2224:16 2225:2 2228:18,21 2232:2,13,18,22 2233:3,6,13,18 2236:8,16,20 2237:4,7 2240:21 2241:7,16,21 2242:4,9,17 2244:18 2245:5 2245:10,15 2246:13 2247:5 2264:21 2268:6 2270:14 2274:15 2279:15,19 2283:3 2288:11 2290:9,12 2291:19 2292:13 2293:10,21 2294:3 2297:20 2298:1,8 2304:7	2305:4 2306:11 2308:4,20 2309:3 2309:9 2314:17 2314:20 2315:4 2316:2,7 2319:20 2320:3,13 2321:8 2327:9 2328:6,7 2328:13,17,21 2329:8,12,22 2332:4 2336:18 2337:5,16,20 2338:2 2354:7 2356:9,14 2365:3 2365:7 2372:2,5 2372:20 2373:18 2374:19 2375:7 2380:18 2385:16 2393:17 2394:1,4 2395:9,13 2397:4 2397:8,11,21 2398:3,6 2412:10 2412:15 2421:14 2421:18,21 2422:1 2424:17 2424:21 2425:3,7 2425:10,18 2426:2 2436:21 2437:9,21 2440:4 2450:6 2451:21 2456:11 2460:17 2460:19,19,20 2461:2,8,21 2462:4,8 2476:9 2476:16 2483:11 2489:16 2491:22 2498:17 2504:21 2508:7,10,22 2509:3,6 2514:13 2516:1 2517:4,13 2517:17 2519:13 2520:4,8,11 2524:21 2525:5 2530:3 2534:4,7 2534:10,18 2535:1,5,8 2537:7 2537:12 2539:6 2539:18,22
---	--	---	--	--

2540:14 2543:6,9 2543:14 2546:20 2548:16 2550:5 2550:19 2551:1,4 2552:7,22 2553:15,18 2554:3,13 judging 2197:12 judgment 2431:2 juggling 2533:16 July 2341:18 2528:17 jumping 2306:14 June 2303:22 2314:2 justified 2311:22 2489:10	2228:13 2235:12 2261:13 2271:5 2274:22 2280:1 2288:18,20 2302:17 2325:16 2333:16 2335:16 2350:22 2356:6 2357:17 2378:17 2379:5 2381:17 2408:22 2413:4 2414:10 2452:19 2455:20 2463:3 2482:14 2485:16 2490:12 2493:1,2 2507:9 2529:16 2532:1 kindly 2375:7 kinds 2400:18 2414:9,13 2416:17 2420:15 kind-of 2166:21 2376:6 Klein 2274:21 KLINE 2274:21 2277:12 2279:3 knee-jerk 2311:16 know 2148:14,16 2151:12,18,20 2153:9 2168:13 2175:1,11,22 2177:1,7,17 2179:22 2184:9 2199:19 2200:1 2200:10,14,16,17 2200:21 2201:2 2201:13 2202:1,6 2202:8,10,11,15 2202:16 2203:12 2203:15,17 2204:9,13,15 2205:15,16,17,21 2205:21 2206:5,6 2207:11,15 2208:13,15,19,20 2209:4,6,8,16 2210:2,6,20 2211:4,6,9,13,15	2211:17 2212:9 2212:12,14 2213:3,4,6 2214:9 2214:12,14,20 2215:7,11,16,18 2215:20,22 2216:1,3,5,17,22 2216:22 2217:13 2217:16,21 2218:4,8 2219:10 2219:12,16,20 2221:7,8,11,14,18 2221:18 2222:4 2223:1,6,9,13,15 2223:22 2224:2 2224:10,12 2225:20 2226:8 2226:17,21 2227:2,4,7,17 2228:2,4,5,8,10 2229:13 2230:8 2230:14,14,15,17 2230:18,20 2231:1,3,4,6,6,7 2231:17,19 2232:9,16,20 2233:9,20 2235:10 2247:8 2269:20 2279:22 2280:6,8,12 2282:15 2288:16 2288:21 2291:4 2299:12 2300:17 2301:12 2303:11 2303:18 2305:21 2307:4 2314:9 2320:15 2321:17 2324:9,15 2325:3 2326:3,6 2335:17 2335:18,22 2355:7 2357:16 2360:6,18 2362:12 2363:17 2375:8 2377:22 2378:3 2379:7,14 2380:1 2381:16 2382:2,2,12,12,19	2383:5,16,17,17 2383:22 2384:11 2386:19,21,22 2387:1,6 2390:19 2390:21 2391:3 2391:22 2392:2 2393:1,7 2396:9 2396:12 2402:6 2403:1 2407:11 2408:14 2409:21 2414:4 2421:1,3 2422:21,22 2423:3,6,19,19 2424:1 2435:13 2441:3 2445:5 2452:11,18,18 2453:2,20,21 2454:1 2455:7 2456:3,5 2468:4 2480:11 2487:9 2500:13 2501:4,8 2503:10,18 2507:19 2522:16 2529:2,18 2530:21 2531:4 2531:13 2538:10 2546:6,15,16 2547:3,9,12 knowing 2175:21 2321:14 2384:13 2384:14 2473:12 knowledge 2213:5 2216:17 2531:14 2532:1 known 2179:20 2281:10 2398:10 2398:20 knows 2269:13 Kolb 2133:17 2425:6,9,13,22 2437:1 2438:4 2440:6 2448:6 2452:5 2456:12 kosher 2220:15 Kroger 2291:4 Krogers 2291:13 K-A-R-L 2425:22	K-L-I-N-E 2274:22 K-O-L-B 2425:22 K.W 2309:13 2310:1 L La 2351:8 label 2192:7,15 2323:21 labels 2348:17 labors 2239:4 lack 2259:1 2330:12 2436:19 lacking 2447:18 lacks 2537:22 Ladies 2237:9 lading 2192:12 2221:1 2324:3 2493:17 lag 2281:16 Lake 2464:12 2509:19 land 2259:5 2339:2 2359:18,21 2360:2 2467:14 2467:15,16 2541:6,14 2547:13,18 landscapes 2345:2 language 2207:11 2215:2 2224:20 2226:7,15 2248:8 2248:13 2249:6 2249:15 2298:16 2367:8 2369:6 2370:15 2505:5 2505:13,19 2507:2,4 2549:3 large 2142:22 2143:9 2157:9 2160:11 2161:4 2164:4,11 2169:2 2188:13 2220:12 2220:13 2223:8 2266:4 2287:14 2295:1 2299:12 2300:20,21
--	--	--	--	---

2306:3 2312:8	leadership 2140:12	2307:12 2309:14	2528:18 2531:10	2384:7 2409:3,5,6
2318:17 2319:1,2	2142:16 2143:18	2310:3,14,16	2531:18 2535:13	2424:5 2425:5
2336:8,13	2162:9 2231:6	2311:9,10 2312:3	2535:20,22	2461:3,5 2475:16
2338:22 2340:13	leads 2207:21	2312:19,20	2536:12 2539:13	2531:3 2532:5,10
2348:21 2349:1	2369:7	2313:17 2324:4	2539:15 2547:2	level 2172:5
2351:13 2430:5	leaf 2143:7 2151:15	2324:10 2326:5	2549:17,21	2197:13 2317:16
2431:8 2435:14	2244:6 2271:4	2338:5 2339:17	learn 2190:20	2342:8 2348:16
2464:5 2466:1,7	2373:10 2554:5	2341:1 2343:6	2213:11 2547:20	2349:21 2376:21
2472:12 2478:15	leafy 2131:9 2135:6	2347:13 2348:4	learned 2541:18	2378:5 2383:18
2481:9 2483:4	2140:11,16,19	2354:2 2358:3	learnings 2213:6	2384:15,22
2502:16 2513:3	2141:4,7,12	2361:22 2364:7	leave 2292:19	2385:9,10 2396:6
2516:4,9 2517:22	2142:14,22	2366:15 2368:12	2393:1	2429:22 2430:14
2541:15 2545:9	2144:11,19	2371:12 2373:2	leaves 2153:10	2431:19 2467:12
larger 2164:7	2146:8,11,14,16	2378:20 2399:7	2217:19 2310:21	2467:20 2492:21
2168:3,5 2169:8	2147:4,7,12	2401:15 2402:2	Leeper 2133:13	2494:14 2505:8
2243:7 2290:2	2148:22 2149:20	2402:14 2406:4	2327:11 2329:1,9	leveled 2277:16
2292:4 2400:2	2151:6,12 2152:7	2406:15 2409:11	2329:11,15,21	levels 2430:4,18,22
2435:3	2152:17 2153:9	2410:13,15	2332:6,9	2432:8 2436:8
largest 2181:4	2153:17 2156:1	2413:9 2419:16	Leeper's 2327:14	2444:17 2448:17
2208:14 2239:14	2157:6 2159:19	2427:13,15	left 2136:6 2328:16	2480:4 2489:9
2277:1 2333:3	2161:19 2165:19	2428:8,15 2430:3	2425:1 2467:5	LG 2376:16
2339:9 2405:22	2166:1,5,16	2431:3 2433:21	legal 2316:13	LGMA 2225:9
2410:18 2411:4	2168:15,18	2434:13 2435:2,7	2340:19 2349:22	2227:12 2339:6
2437:15 2462:21	2169:5 2170:19	2435:16 2438:15	2371:11,11	2343:9,15
2469:6	2171:15 2173:2,7	2454:20 2456:16	2374:5	2345:13 2347:21
large-scale 2349:3	2173:18 2174:6	2457:10,21	legislation 2181:20	2348:12,13,16
2352:8	2179:16 2180:16	2458:6 2459:18	2181:22 2190:16	2366:9 2369:21
late 2199:15 2200:5	2181:6,14 2182:3	2460:10 2462:13	2212:14 2413:6	2376:12,17
2235:10,11	2183:10 2184:1	2462:17 2463:5	2522:17	2387:19 2389:4
2304:17,19	2187:2,10,18,20	2464:21 2465:3	Leopold 2340:4	2389:11,21
2328:1 2421:22	2187:22 2190:5	2465:10,16,18	2359:16 2360:11	2390:1 2391:5
latest 2294:20	2190:11,13	2468:4,8 2471:1	2361:2,6	2392:13 2406:7
law 2131:22	2191:1,12 2192:6	2474:3 2476:1,3	letter 2314:10	2407:1 2411:2
2135:14 2190:12	2192:10 2193:18	2478:19,22	2320:12 2324:12	2412:3 2446:13
2201:15 2204:8	2194:3 2197:6,18	2480:9 2487:9	2325:19	2490:19,20
2226:12 2243:18	2211:2 2216:21	2489:1 2490:1	letting 2543:8	2542:12 2547:10
laws 2243:17	2217:1 2220:4	2492:15 2497:4	lettuce 2143:5,7,8	liability 2474:20
lawyers 2351:2	2229:16,18,22	2499:3 2502:11	2271:4,5,11	2475:1 2493:6,8
lay 2417:10	2230:5 2237:16	2503:6,12	2373:10 2433:8,9	2493:20 2494:3,8
layer 2450:1	2240:9,11	2510:21 2511:8	2433:9 2435:1,18	2494:21 2495:2,5
layers 2449:7,7	2243:16 2244:7	2512:1,2,3,5,9,17	2504:2	2495:6,13,15,18
leaching 2344:9	2246:4 2247:18	2513:1 2514:12	lettuces 2145:12	2496:1,3,8,14,20
lead 2307:7	2247:20 2270:18	2515:6 2518:5,12	let's 2161:8 2204:3	liable 2496:2
2317:13 2342:6	2270:20 2282:17	2518:13 2519:1,9	2233:15,16	life 2311:7
2475:10	2287:19 2294:12	2520:22 2521:15	2289:8 2290:22	light 2281:10
leaders 2263:1	2296:12 2302:19	2521:22 2522:2,7	2293:7 2312:12	lightly 2356:8
2340:16	2303:2,3 2306:20	2522:19 2524:2	2329:5 2356:21	lights 2328:3

likelihood 2152:12	little 2136:13	2332:21 2340:14	2439:15 2450:19	lots 2276:17
likewise 2136:10	2142:10 2149:20	2341:6 2346:19	2525:20 2528:3	2289:16,17
2194:4 2197:8	2167:5 2169:15	2346:21 2347:7	looked 2175:4	Louisiana 2351:19
2265:12	2182:9 2220:21	2353:18 2355:6	2179:11 2207:13	Louisville 2275:16
limit 2347:5	2235:11 2236:2	2355:13 2358:6	2302:19 2313:12	love 2515:20
2374:12	2241:2 2264:9	2368:6 2399:10	2434:10 2515:5	Lovera 2232:6,11
limitations 2392:18	2269:15 2271:4	2404:1 2463:9	looking 2148:7	2232:11,16,20
2415:14	2277:5 2284:21	2464:8 2465:22	2166:4 2170:19	2233:1,5,10
limited 2405:3	2289:17 2290:4,5	2501:15 2504:9	2175:2 2207:15	2235:13 2236:4,6
2420:20 2438:14	2291:8,17 2295:1	2536:2 2542:8	2209:2,19 2263:6	2293:7 2327:16
2536:13 2547:17	2317:21 2345:17	2543:3 2545:19	2264:11 2322:7	2327:19 2328:11
limiting 2347:3	2377:18 2381:7	localized 2467:22	2325:21 2354:13	2329:4 2337:1,3
Lincoln 2245:22	2401:18 2409:22	locally 2251:10	2358:19 2365:12	2397:8,10 2425:6
2246:2 2260:20	2416:21 2440:7	2400:14 2404:7	2423:9 2439:17	2461:1 2519:15
line 2269:1,4,7	2441:9 2443:7,8	2479:20 2490:9	2474:7 2482:10	2534:10 2540:4
2281:19 2327:19	2446:9 2453:1	located 2351:5	2532:22 2547:7,8	2552:10,15,15
2331:12 2371:22	2454:8 2457:22	2462:16 2464:9	looks 2178:17	2553:6,17
2384:16 2391:4	2483:17	2464:12	2266:3 2386:18	Lovera's 2233:7
2416:6	live 2307:9 2390:21	location 2274:1	2515:5	low 2441:16
lines 2201:10,20	2390:22 2391:1	2350:11	loose 2554:5	2456:15,17,21
2268:22 2419:4	2432:9 2546:11	locations 2339:3	lose 2405:6	2458:17
2455:21 2464:7	livelihood 2246:6	lock 2328:3	losing 2416:16	lower 2165:10
2466:2 2479:14	2331:1 2412:5	logical 2383:8	lost 2457:17	low-grade 2259:17
link 2210:20	2514:10	long 2154:21	lot 2176:22	ludicrous 2370:5
2260:8	liver 2457:18	2199:12 2233:14	2200:13 2203:6	lunch 2292:21
linked 2403:20	livestock 2211:11	2274:9 2345:4	2203:18 2209:6	2327:13,14
Lisa 2133:18	2414:16 2464:16	2412:22 2416:9	2211:8 2212:20	2329:5
2461:9,16 2462:2	2464:18	2417:22 2451:18	2215:15,15	luxury 2351:2
2462:14	living 2265:19	2470:13	2217:2 2221:3	Lynd 2535:10
list 2233:2 2278:6	2347:7 2374:14	longer 2404:16	2232:18 2253:10	L-E-E-P-E-R
2328:10 2329:1,2	2439:22 2512:15	2435:1 2472:21	2253:14 2260:13	2329:21
2402:19 2479:2	2545:2	2553:10	2266:20 2267:16	L-I-S 2462:2
2540:18 2550:1	Lloyd 2133:10	longest 2541:2	2269:14 2275:5	L-L-O-Y-D 2245:9
listed 2284:17	2236:7 2244:22	long-lasting 2292:6	2276:20 2279:8	L-O-V 2232:11
2373:13 2418:5	2245:8,18	look 2159:22	2281:8,9 2303:3	
2518:14	load 2269:9 2289:9	2162:12 2166:3	2305:13 2322:21	M
listen 2535:12	2378:1,5	2173:8 2192:3	2336:12 2349:15	main 2421:1
listened 2434:8	loads 2287:7	2205:16 2219:13	2362:2 2389:10	2538:22
2541:18	Lobster 2356:2	2244:12 2269:17	2396:3,11,20	Maine 2338:10
listening 2142:7	local 2152:21	2277:14 2278:19	2397:1 2399:20	maintain 2319:8
2290:19 2402:7	2175:5,11,16,19	2299:6 2343:19	2409:14 2410:6	2474:12 2493:3
2521:9	2175:19 2192:18	2348:7 2350:10	2413:7 2417:10	2524:16
listing 2485:2	2193:2,9,11	2380:12 2384:10	2417:12 2421:5	maintained 2401:4
lists 2486:19	2268:16 2271:6	2389:11 2402:20	2424:9 2433:2	maintaining
literally 2464:13	2272:17 2276:8	2417:16 2418:8	2434:11 2437:12	2485:19
litigious 2349:19	2278:3 2296:1	2418:20 2430:4	2459:2,21	Maitland 2182:16
2374:6	2330:6 2331:8,15	2431:4,10 2432:5	2537:21 2550:2	majestic 2239:21

major 2148:7 2310:3,8 2318:15 2339:11 2408:18 2468:12,21 2488:14	2173:17 2174:12 2175:8 2230:11 2263:4,7 2271:21 2375:17 2525:18	market 2140:6 2152:2 2208:6 2210:14 2237:18 2238:13 2251:10 2251:20 2271:7 2276:4 2289:7 2290:6 2294:17 2295:19 2307:5 2326:5 2330:4,13 2330:14 2332:20 2333:2,3,8,10 2335:10,11,21 2338:14 2339:1 2339:16 2342:22 2347:15,19 2348:20 2352:19 2367:21 2368:1,8 2368:21,22 2369:14,20 2400:4 2402:3,22 2404:1 2406:18 2407:7,10 2411:19 2441:18 2457:1 2462:16 2463:10,15 2466:1 2479:19 2485:13 2487:3,4 2487:6 2545:19 2546:2	2190:6 2191:12 2192:6,10,17 2193:12,18 2194:3,5,9 2195:8 2197:17 2199:14 2202:14 2204:11 2204:12 2210:5 2212:16 2213:9 2214:13 2216:19 2217:4 2218:3 2220:4 2223:17 2225:21,22 2227:10 2230:11 2231:11 2238:22 2240:5,9,12 2244:8 2247:21 2282:18 2292:7 2294:8,13,15 2297:2 2310:16 2311:10 2312:13 2312:15 2321:18 2324:6 2331:14 2338:5 2341:1,3 2341:13,20,21 2342:12,13,15 2346:22 2348:13 2350:4 2351:15 2351:16 2352:12 2352:15 2353:3,3 2353:14,16 2354:2 2366:15 2368:22 2369:1,4 2369:11,14 2370:2,3 2371:11 2372:10,14 2376:4 2379:12 2380:12 2381:9 2398:18 2400:16 2401:12,15 2402:12 2405:16 2405:18,22 2406:12 2413:1 2420:19,20 2421:7 2426:6,21 2427:7,16 2428:8 2434:13 2443:14 2443:19 2447:22	2450:13 2454:14 2455:9 2458:6 2463:5,22 2464:22 2467:10 2471:22 2494:20 2501:10 2502:12 2505:6 2507:17 2510:22 2512:2,4 2512:17 2513:2 2519:1,9 2521:1 2521:16,22 2522:5,14 2523:7 2523:12 2524:6 2535:17 2536:1 2542:6 2544:7,11 2544:11,13 2545:13 2546:9 2552:4 marketplace 2192:16 2339:18 2342:17 2347:15 2348:8,11 2456:6 markets 2151:20 2152:4 2193:12 2330:9,10,16,18 2332:13,15,21 2333:15 2335:7 2335:20 2336:5,9 2336:10,12 2369:12 2399:10 2399:12 2400:8 2405:4 2463:13 2490:5 2543:3 market-driven 2189:6 marking 2138:21 2298:2,3 2337:5 2397:11 2535:2 mark-based 2474:22 Maryland 2269:3 2418:16 match 2410:22 material 2427:12 materials 2346:9 2489:2 2504:2 math 2387:12
majorities 2424:7 majority 2140:7 2141:12 2168:18 2238:13 2355:1 2362:6,8,9,19,21 2366:5 2398:12 2402:1 2403:6,6 2406:3,5 2490:9 2512:5 makeup 2170:3 2483:18 making 2149:3 2160:20,21,22 2173:11 2179:18 2179:19 2183:21 2224:9 2263:7 2265:18 2266:21 2326:17 2373:21 2376:11,14,14 2380:9 2383:3,11 2393:12 2481:8 man 2395:3 manage 2400:9 managed 2394:9 management 2254:5 2296:10 2310:11 2339:7 2441:18 2467:22 2474:12 2517:1 manager 2283:17 2288:2 2426:16 2450:15 2451:4 manages 2339:2 managing 2391:9 2417:14 2533:16 mandate 2190:12 2209:11 mandated 2525:22 mandatory 2141:2 2143:12 2146:7 2146:10 2152:15 2172:22 2173:6	maney 2481:9 manner 2191:8,17 2341:9 2470:20 2482:16 2524:14 2529:15 manufacturing 2188:5 2217:6 2218:5 2437:11 2527:15 manure 2161:2 2273:8 2485:9 map 2272:7 mar 2244:7 Marc 2131:22 2135:13 marginal 2331:11 mark 2134:2 2178:18 2192:11 2192:13 2220:21 2221:1,5 2237:1 2241:22 2242:4 2242:14 2245:11 2308:11 2348:15 2461:11 2474:19 2474:22 2475:2 2493:7,16 2494:1 2494:15 2495:7 2495:16 2496:2,7 2496:9 2508:2 2519:16 2540:4 2553:3,18,20 2554:4,7 marked 2139:1 2178:21 2198:14 2237:2 2242:2,15 2245:13 2246:14 2298:5 2308:12 2309:4 2337:8 2397:13 2461:13 2476:13 2519:18 2525:2 2535:3 2540:6 2554:1,11 2554:16	marketability 2191:4 2198:3 marketers 2346:5 2348:7 2502:6 2510:2 2535:15 2536:14 marketing 2131:11 2137:9,11,12,15 2137:18 2140:11 2140:13 2141:2 2142:14 2143:13 2146:16 2147:2,5 2147:13 2152:8 2152:18 2153:10 2155:18 2165:3 2170:8 2173:8,19 2174:7 2175:3 2184:1 2187:9	2190:6 2191:12 2192:6,10,17 2193:12,18 2194:3,5,9 2195:8 2197:17 2199:14 2202:14 2204:11 2204:12 2210:5 2212:16 2213:9 2214:13 2216:19 2217:4 2218:3 2220:4 2223:17 2225:21,22 2227:10 2230:11 2231:11 2238:22 2240:5,9,12 2244:8 2247:21 2282:18 2292:7 2294:8,13,15 2297:2 2310:16 2311:10 2312:13 2312:15 2321:18 2324:6 2331:14 2338:5 2341:1,3 2341:13,20,21 2342:12,13,15 2346:22 2348:13 2350:4 2351:15 2351:16 2352:12 2352:15 2353:3,3 2353:14,16 2354:2 2366:15 2368:22 2369:1,4 2369:11,14 2370:2,3 2371:11 2372:10,14 2376:4 2379:12 2380:12 2381:9 2398:18 2400:16 2401:12,15 2402:12 2405:16 2405:18,22 2406:12 2413:1 2420:19,20 2421:7 2426:6,21 2427:7,16 2428:8 2434:13 2443:14 2443:19 2447:22	2450:13 2454:14 2455:9 2458:6 2463:5,22 2464:22 2467:10 2471:22 2494:20 2501:10 2502:12 2505:6 2507:17 2510:22 2512:2,4 2512:17 2513:2 2519:1,9 2521:1 2521:16,22 2522:5,14 2523:7 2523:12 2524:6 2535:17 2536:1 2542:6 2544:7,11 2544:11,13 2545:13 2546:9 2552:4 marketplace 2192:16 2339:18 2342:17 2347:15 2348:8,11 2456:6 markets 2151:20 2152:4 2193:12 2330:9,10,16,18 2332:13,15,21 2333:15 2335:7 2335:20 2336:5,9 2336:10,12 2369:12 2399:10 2399:12 2400:8 2405:4 2463:13 2490:5 2543:3 market-driven 2189:6 marking 2138:21 2298:2,3 2337:5 2397:11 2535:2 mark-based 2474:22 Maryland 2269:3 2418:16 match 2410:22 material 2427:12 materials 2346:9 2489:2 2504:2 math 2387:12

matrices 2473:13 2473:16,19,22 2489:10 2497:18 2498:8	2378:16 2384:20 2390:18 2392:20 2393:7,10 2395:22 2396:6 2396:10,12 2409:5 2414:1 2416:22 2417:5 2418:10 2419:8 2423:15 2424:5 2441:9 2452:8 2453:2 2455:21 2456:2 2459:21 2493:7 2525:21 2527:17 2531:15 2534:1 2538:16 2548:5	medium-size 2246:1 medium-sized 2470:8 meet 2209:8 2220:18 2251:2 2253:5 2282:4 2407:5 2440:15 2442:3 2443:2,21 2443:22 2444:2,2 2444:11 2490:7 meeting 2264:8 2285:4 2467:8 meetings 2155:4 2162:21 2223:8 2223:11 2257:14 2257:16 2267:14 2272:1 2286:20 2305:16 meets 2149:7 2196:20 Melissa 2132:12 2137:14 2154:14 2183:4 2199:1 2247:11 2298:12 2315:8 2332:8 2356:18 2412:19 2438:3 2476:20 2514:19 2525:9 2537:18 2543:18 melons 2528:20 2531:10 member 2140:12 2167:15 2168:2 2169:21 2170:17 2295:14 2348:16 2477:3 2484:5 2502:4 2513:12 members 2141:21 2154:5 2155:8 2156:5 2167:8 2168:19 2186:18 2186:22 2187:6 2205:11 2206:12 2207:17 2208:16 2218:17 2228:11 2229:13,22	2230:1 2255:13 2260:3,6,10 2264:15 2267:13 2279:8 2284:21 2284:22 2285:1,3 2348:6 2351:11 2354:17,19,22 2368:14,18,20 2370:8 2399:7 2400:17 2401:11 2401:22 2403:10 2409:22 2413:17 2414:13 2415:7 2463:1,2 2482:21 2483:16 2484:8 2492:6 2499:10 2510:5 2511:16 2513:7 membership 2140:1 2167:7,20 2168:4,6,13 2169:9 2231:3 2254:11 2409:12 2453:1 2482:18 2483:18,21 2484:4 2492:5 2503:14 memorandum 2506:21 memorandums 2506:16,18 memory 2492:10 Mennonite 2243:9 2278:4 mention 2250:7 2404:4 mentioned 2136:3 2154:16 2156:17 2158:22 2161:22 2171:4 2199:5 2218:15 2220:20 2246:11 2253:2 2255:15,16 2259:21 2260:19 2304:12 2314:5 2318:14 2321:15 2322:11 2323:17	2359:15 2361:2 2373:3 2415:8 2420:11 2422:13 2456:14 2478:7 2478:19 2480:20 2494:13 2518:3 mere 2196:18 2392:6 mescaline 2271:12 mess 2259:11 met 2279:21 2442:21 2444:1,3 2469:7 2477:13 2493:14 method 2190:6 2243:3 2481:14 2505:11 2545:12 methodology 2171:21 2343:12 methods 2158:18 2159:16 2161:16 2251:1 2361:21 2378:16 2400:20 2409:9 2542:21 metric 2392:3 2419:3 2429:8,17 2429:18 2435:17 2436:10 2440:10 2442:22 2443:1,8 2444:5 2445:13 2445:14 2446:1 2449:12 2459:8 metrics 2147:4 2162:13 2188:20 2189:17 2195:8 2195:15,19,22 2196:5 2197:10 2203:8,18,19 2209:21 2212:3 2212:17 2215:21 2217:9,11 2225:12,15,18,20 2226:8,16 2227:8 2227:15 2228:14 2240:4 2249:21 2262:7 2299:4,4 2300:11 2310:18
---	--	---	---	--

2310:21 2311:11 2311:17 2312:22 2313:3,12 2314:8 2314:15 2317:19 2318:9 2322:1,3 2322:20 2323:3 2323:11 2341:15 2342:7 2343:10 2343:18 2352:12 2354:11 2364:3 2364:10,19 2365:11 2366:1 2367:11,14 2381:22 2382:3,3 2383:12 2386:20 2387:3 2389:6,15 2389:20,20 2391:8,15 2392:16 2408:16 2415:14,21 2416:4 2430:20 2431:13 2439:6 2442:5,7 2443:5,6 2458:10,12,15,19 2459:1 2505:8 2529:21 2532:14 2532:20 2538:3,8 2541:19 2547:9 2547:20 metro 2338:19 2339:12 Mexican 2150:6 Mexico 2171:18 2204:4 2344:15 mice 2383:6 Michael 2310:2 Michigan 2324:11 microclimate 2301:11 microclimates 2214:8 2215:15 2301:10 microphone 2174:17 2232:9 2244:19 microscopic 2396:6 mid 2414:22	middle 2413:5 2464:10 midsize 2352:19 mid-sized 2341:8 Midwest 2243:5 2295:18 2299:14 2340:15,17 2344:7 2345:16 2346:6 2351:7 2355:10 2509:11 mid-Atlantic 2410:19 mid-sized 2350:14 might've 2177:10 2546:22 mile 2211:14,16,21 2211:22 miles 2265:10 milk 2281:3 million 2277:3 2289:13 mind 2234:21 2251:13 2408:5 2541:7 minded 2238:15 mine 2320:18 2345:19 2350:4 2464:13 minimal 2190:14 2219:5 minimize 2145:19 2172:6 2188:5 2196:5 2213:1 2523:10 2525:16 minimizes 2405:12 minimizing 2145:21 2172:4 2345:6 2400:16 Minnesota 2338:19 2339:1 2351:9,17 minor 2203:11 minority 2403:10 2406:6 2424:8 minute 2233:15 2251:4 2293:8 2461:3 minutes 2142:4	2460:21 2461:4 misheard 2517:10 mishmash 2394:14 misinterpretation 2227:8 missing 2371:22 2378:17 2432:20 mission 2330:6 2522:12 2526:15 2541:4 2545:16 mistaken 2528:19 Mister 2138:21 misunderstand 2249:13 misunderstandin... 2142:5 mitigate 2211:9,19 2213:2 2226:7 2344:8 mitigating 2390:7 mix 2271:12 2373:11,13 mixes 2549:4 Mmarketing 2428:16 model 2150:15 2343:20 2349:10 2349:15 2353:16 2366:13 2399:17 2411:1 2418:21 2423:22 moderately 2350:13 modern 2238:11 2401:9 modification 2341:9 modifications 2416:8 2481:8 modified 2466:21 modify 2193:6 mom 2289:17,20 2433:7 moment 2155:15 2225:13 2331:5 2458:3 money 2147:20	2212:20 2454:18 monoculture 2352:8 2523:21 2548:9 monocultures 2548:2,3 Monterey 2346:10 2388:10 2434:8 2513:19 2552:14 monthly 2271:22 months 2223:6 2427:4 2457:16 moral 2340:20 morally 2385:7 Moreland 2294:5 morning 2135:3 2139:21 2154:12 2154:13 2168:9 2172:17,18 2174:20,21 2177:4 2179:14 2180:8 2183:5 2199:2,4 2218:15 2233:4 2247:12 2253:20,20 2268:9 2283:10 2288:15 2323:20 2329:2 2355:4,18 2365:16 2366:20 2367:19 2380:6 2382:8 2386:14 2411:12 2432:17 2434:19 2443:16 2482:2 morning's 2179:3 MOSES 2340:11 mothball 2417:12 Mount 2238:2 2243:4 2259:22 2260:11 2262:21 2295:16 mouth 2284:3 2439:15,17 move 2141:13,16 2236:3 2270:6 2405:8 2466:1 2472:10 2475:14	2547:14 moved 2497:9 movement 2344:18 2345:6 2493:18 2542:8 movements 2355:6 2355:14 moves 2140:20 2498:7 2510:20 2529:6 2548:13 moving 2173:5 2227:5 2413:7 2428:20 2471:9 2528:19 2547:16 muddy 2380:8 multigenerational 2514:11 multilayered 2542:18 multiple 2145:11 2147:15 2193:22 2336:9 2407:5,16 2418:14 2523:18 2529:19 2530:10 2532:2,11 2533:17,17 multiplicity 2208:16,17 multistate 2481:9 multitude 2515:16 murky 2386:18 myriad 2166:20
N				
N 2135:1 naive 2238:10 2248:4 2348:11 2493:9 name 2135:12 2139:12,21 2174:22 2176:4 2178:11 2186:9 2236:17,18 2241:17,19 2245:6 2274:21 2279:12,15 2293:5,22 2294:1				

2308:21 2309:1 2314:10 2329:20 2337:17 2338:7 2394:7 2397:22 2398:1,7 2425:19 2443:17 2450:11 2461:10,22 2473:9 2509:1,17 2514:22 2518:20 2520:5,12 2534:19 2535:9 2540:15,21,21 names 2207:6 2272:11 2320:7 narrow 2301:14 Natalie 2133:22 2174:22 2540:9 2540:18,21 nation 2432:19 2498:10 national 2140:10 2140:13 2142:9 2142:11,14 2143:22 2145:3 2146:16 2147:5,7 2147:16,21 2148:6 2149:21 2150:12 2152:7 2152:17 2153:9 2153:16 2155:19 2158:8 2165:18 2166:7 2173:2 2175:15 2182:4 2184:1 2187:9,20 2190:5 2191:12 2192:6,10 2193:5 2193:18 2194:3,4 2194:10 2195:16 2195:18 2197:17 2199:8,14 2200:2 2200:19 2201:7 2201:11 2202:14 2204:11,12,19 2214:13 2219:11 2220:4,8,17 2221:7,15,19 2223:20 2227:12	2227:16,18 2228:13 2229:18 2229:21 2230:11 2238:22 2247:20 2248:9 2297:13 2300:17 2302:10 2331:9 2335:16 2338:5 2340:22 2343:20 2349:21 2354:2 2364:7 2372:10 2373:22 2381:20,21 2391:5,19 2392:12 2408:6,8 2409:11 2413:1 2421:4 2422:10 2423:18 2427:13 2428:15 2431:3 2433:21 2450:21 2463:5 2464:21 2467:1,11 2468:10 2469:19 2488:22 2499:3 2505:6,17,20 2507:17 2510:21 2512:1 2520:22 2521:15,22 2535:17,19 2536:12,15 2539:9 2541:16 2541:20 2542:5 2542:12 2544:6 2545:12 2547:2 2551:11,21 nationally 2144:12 2153:4 2167:1 2497:4,16 nationwide 2377:1 2379:5 nation's 2437:15 natural 2209:13 2338:17,18 2339:18 2358:13 2358:14 2390:20 2541:12 2551:14 naturally 2252:15 2414:15	nature 2142:2 2297:2 2355:20 2445:16 2447:12 2457:3 2464:2 2531:6 2541:11 near 2338:13 2339:1 2464:12 2464:16 nearly 2295:17 2398:12 2401:2 Nebraska 2345:17 necessarily 2299:3 2320:14 2378:15 2383:19 2393:8 2405:7 2418:14 2422:18 2485:22 2486:7 2502:20 2503:3 2505:13 2506:19 2525:22 necessary 2193:8 2342:3 2383:19 2449:12 2519:3 2537:5 need 2141:5 2143:22 2146:18 2147:15 2149:17 2162:19 2166:3 2174:16 2177:5 2194:22 2210:1,3 2211:19 2226:17 2235:10 2244:1 2244:11 2250:7 2256:13 2257:22 2258:7 2262:1,14 2269:9 2271:22 2273:3 2274:18 2277:20 2285:22 2292:19 2293:12 2293:13 2345:10 2380:7 2383:1 2402:18 2406:14 2407:5 2410:7 2411:3 2412:4,6 2416:18 2427:7 2431:10 2433:13 2434:9 2458:3 2463:18 2466:13	2469:16 2472:2 2481:20 2510:19 2512:10 2536:16 2542:18 2548:8 2552:22 needed 2145:7 2202:11 2217:3 2282:14 2413:22 2433:11 2471:7 2472:5 2473:14 needs 2150:17 2159:19 2196:20 2220:18 2246:9 2289:8 2292:20 2292:20 2300:9 2383:10 2405:18 2405:22 2411:3 2415:6 2419:13 2430:4 2433:18 2435:10,12 2438:18 2449:19 2449:20 2466:21 2469:18 2502:10 2535:12 2548:1 negate 2471:20 negative 2145:22 2258:15 2343:4,5 2344:5 2346:19 2346:20 2353:7,9 2368:5 negligible 2343:5 2353:8 neighbor 2325:20 neighbors 2153:15 nervous 2549:7 network 2330:9,10 2335:7,11 2448:21 never 2224:6 2278:11 2356:3 2359:13 2439:14 new 2149:11 2169:12 2175:5 2180:3,15 2190:12 2213:5,5 2223:12 2226:15 2257:22 2267:15	2278:20 2280:1 2280:11 2336:12 2407:11 2410:6 2418:15 2432:12 2463:22 2464:1 2466:5 2467:9 2469:3,14 2470:16 2471:10 2471:16,19,22 2472:10,17,22 2473:8,13,15 2474:20,22 2475:9 2522:22 news 2179:16 2180:2 2341:19 2402:13 NGLMA 2346:20 night 2384:20 2390:19 nightmare 2408:10 nine 2151:6 2278:3 2278:3,6,12 2332:12 2354:22 2510:2 nitrogen 2344:9 NLGMA 2142:19 2148:12 2150:2 2150:10 2152:11 2162:1 2181:18 2192:5 2341:4,14 2342:20 2343:3,8 2343:11,20 2344:1 2346:18 2346:21 2347:5 2347:11 2348:21 2350:1,8,12 2353:1,6,14,21 2365:21,22 2367:21 2368:1,5 2368:8,9 2369:8 2369:18,19 2370:6 2371:12 2371:13 2380:7 2382:5 2386:6,10 2387:3 2391:20 2395:3 2541:17 2542:5
---	---	---	--	---

nominate 2206:12 2206:14	2136:9,12 2142:9 2144:7 2145:6	o 2135:1 2230:8	2416:8 2475:8 2491:12	2427:5,9 2428:14 2450:12,16,17,18
nominated 2205:12	2147:5,9 2148:3	oath 2135:20 2186:1 2375:1	offered 2187:18 2230:21	2450:20 2454:8 2454:12 2455:6,8
nomination 2206:19	2148:18 2149:17 2150:10 2151:6	object 2454:1	offers 2407:16	2455:16 2456:3 2462:16,19,20,22
nonparticipants 2352:17	2155:3 2156:1 2165:22 2166:20	objections 2141:20	office 2137:8 2373:1 2470:7	2464:3 2465:4,18 2465:18,21
nonprofit 2180:22 2186:13 2330:4	2168:17 2209:17 2210:11 2259:11	objective 2411:15 2445:15,22	2492:3	2466:10 2468:12 2468:18 2469:2,5
2332:18 2335:18 2520:15	2259:17 2279:1 2287:15 2288:1	objectiveness 2446:1	officer 2450:15	2470:6 2472:15 2474:16 2476:2,6
non-signatory 2369:10,22	2289:3 2309:10 2331:6 2355:9	obligation 2340:21	official 2474:18,21 2477:7 2493:6	2477:2,3 2479:9 2479:22 2480:9
NOP 2272:19 2372:13	2391:7 2399:14 2400:1,2 2409:19	observations 2217:14	officials 2145:12 2283:13	2482:20 2483:2 2483:15 2492:4
normally 2239:14 2490:1	2427:6,16 2435:13,19	observing 2442:15	offset 2344:5	2492:22 2497:2,3 2498:4 2499:21
north 2131:17 2169:11 2330:3	2441:12 2443:3 2447:1 2465:5	obtained 2460:13	of-state 2269:16	2500:19,22 2501:3,9,10,11,12
2330:12 2331:13 2335:20 2336:9	2468:13 2484:8 2484:11 2488:13	obvious 2202:10 2371:19	oh 2174:16 2257:18 2285:20 2320:1,3	2501:18,20,20 2502:2,5,5,8,9
2466:11	2492:14 2514:8 2517:18 2531:19	2509:15 2531:16	2394:1 2421:18 2421:21 2489:17	2503:11,14 2504:4,11 2507:8
northeast 2294:6 2330:7,15	2550:8 2553:5	occasion 2335:1	2551:5	2509:19 2510:1,3 2513:14,17
2339:10	numbering 2136:11	occasionally 2269:8 2270:4	Ohio 2131:18 2135:5 2141:18	2514:1,6,9 2515:20 2516:18
northeastern 2309:15	numbers 2136:5 2175:15 2181:4	2271:12,20 2292:3	2141:22 2142:16 2143:5,7,16	2520:14 2523:17 2529:17 2535:11
northern 2301:5 2466:8	2243:14 2251:12 2276:1 2278:11	occur 2146:1,5 2184:21 2194:1	2146:18 2147:17 2147:19 2148:16	2535:14 2536:13 2536:20 2538:18
note 2292:16 2355:21 2466:15	2308:9 2346:6 2469:12 2492:9	2494:19	2149:14 2152:20 2156:11 2168:1	2539:4
2488:13	numerous 2145:9 2248:18 2276:14	occurred 2224:5	2238:2 2243:1,4 2248:15 2267:11	Ohio's 2463:2 2512:8
noted 2304:21 2346:12 2362:8	2277:3 2284:5	occurring 2183:9	2282:12,21 2291:2 2292:4	okay 2138:15 2154:3 2158:2
notes 2495:8	nursed 2355:21	occurs 2457:1 2529:6,9	2294:5,7 2295:5 2295:10,13,16,17	2163:10 2164:12 2164:18,20
notice 2131:21 2400:6 2406:2	nurture 2541:10	October 2131:14 2135:4 2314:2	2301:4,8,16 2302:2,6,22	2165:13 2172:1 2172:13 2176:11
2465:9 2506:2	nutrition 2433:17 2445:7	2350:20 2392:21 2477:13 2555:1	2303:3 2305:16 2309:15 2310:4	2178:15,20 2179:6 2182:21
noticed 2289:13 2513:17	nutritionists 2180:18	ODA 2333:18,22 2426:18 2450:17	2310:14 2311:2 2312:11,20	2185:7,10 2186:5 2186:8 2198:9,21
noting 2395:20	nurture 2541:10	2454:17	2324:10 2330:5,7 2330:16 2334:2	2205:6,9 2206:21 2207:9 2228:21
notion 2211:1 2457:8	nutritious 2433:15	odd 2409:9	2334:13 2335:8 2335:10,12,13	
nourishing 2542:10	nuts 2186:15	OEFFA 2520:15,18 2520:18 2544:12	2398:15 2426:6 2426:17,18,20,20	
Nova 2501:4	N-A-T-A-L-I-E 2176:5	OFBF 2462:21 2463:4	2426:21 2427:1,2	
null 2459:11,12,12		offense 2417:1		
number 2135:7		offer 2288:15 2301:22 2302:1		
	O			

2232:3,22	2479:4 2480:15	2471:10 2473:13	2451:4 2454:10	2331:20 2401:15
2233:14 2236:20	2480:19 2482:1,5	2473:15,21	2454:17 2510:6	2406:21 2419:1
2236:22 2241:7	2482:19 2483:8	2474:5,6 2505:7	opinion 2151:8	2472:19 2481:18
2241:21 2242:9	2486:9 2489:14	open 2197:10	2156:14 2183:8	2504:7,17 2511:5
2242:17 2245:5	2490:18 2492:11	2235:1 2342:3	2183:19 2208:5	2538:21
2245:10 2246:13	2492:19 2493:4	2350:9,13	2210:14 2212:5	Opposing 2147:1
2256:4 2260:5	2494:1,22	2351:22 2353:22	2213:22 2217:9	opposition 2232:15
2263:5,12	2495:10 2496:11	2366:21 2439:15	2221:4 2227:12	2521:15,19
2264:12,19	2496:22 2497:12	opening 2422:21	2252:1 2254:12	opt 2526:3,3
2268:14 2273:10	2503:20 2515:3	operate 2252:3,8	2257:2 2258:21	option 2149:6
2274:13,18	2515:22 2518:2	2275:20 2330:16	2277:16 2336:3	2407:14
2279:3,19 2283:2	2518:21 2526:4	2338:12 2350:20	2360:1 2372:9	options 2422:13
2292:2,13 2294:3	2526:11 2527:18	2357:7 2462:15	2410:21 2438:22	oral 2517:14
2297:20 2298:22	2528:1,13 2530:1	2491:10 2509:18	2439:7 2456:17	order 2137:11,15
2299:14,21	2534:7 2535:1	operated 2203:3	2515:4 2519:8	2141:2 2143:13
2309:3 2316:11	2537:7 2539:5,22	operates 2165:5	2527:1 2528:22	2173:20 2181:6
2316:14,17	2540:14 2543:22	2463:10 2520:18	2544:6	2202:12 2230:12
2317:10 2319:18	2546:18 2550:3	operating 2143:20	opponents 2521:5	2230:16 2234:2
2320:19,22	2550:14,19	2166:21 2202:20	opportunities	2244:2 2253:15
2321:6 2326:10	2551:18 2552:6	2278:9 2321:20	2210:10 2414:4	2263:16 2275:17
2326:19 2328:6,8	2553:17	2332:15 2480:16	opportunity	2333:8 2376:1
2329:5,22	once 2137:1 2153:2	2541:2	2140:15 2141:3	2407:7 2414:1
2332:16 2333:21	2190:15,18	operation 2148:2	2143:17 2144:5	2429:20 2430:6
2334:9,18	2310:20 2311:20	2160:5 2161:8	2152:19 2153:15	2438:17 2466:4
2336:16 2337:5	2314:13 2316:18	2163:15 2190:1,2	2156:5,14 2165:2	2512:12 2523:4
2354:9 2356:9	2318:5 2334:18	2211:3,4 2251:1	2166:9,15	2529:5 2535:17
2357:5,8,13	2349:19 2374:7	2252:2,8,14,21	2173:10 2174:10	2551:20 2554:4
2358:7 2364:16	2393:18 2396:1	2254:3,7 2321:14	2195:18 2196:11	orderly 2135:19
2365:6,19	2404:17 2434:22	2334:20 2349:3	2206:4,11,14,15	Oregon 2414:19
2369:22 2370:22	2531:2 2548:9	2360:14 2381:4	2249:19 2262:5	organic 2148:19
2372:4,7,8,18	ones 2243:7	2473:7 2484:2,16	2262:11 2265:21	2161:9,11 2175:7
2373:15 2375:1	2273:16 2277:4,6	2491:11 2518:12	2300:10 2315:10	2175:20 2188:14
2375:16 2376:9	2277:6,8 2313:13	operations 2148:4	2318:11 2322:3	2194:10 2220:14
2376:12 2377:15	2318:20 2325:17	2160:6,7 2168:22	2338:4 2351:20	2255:13 2272:18
2377:18 2381:6	2325:18 2333:5	2169:8 2189:21	2352:5 2379:9	2272:21 2338:8
2384:22 2385:16	one's 2412:1	2191:9 2198:1	2382:1,7 2386:13	2338:13 2339:11
2387:17 2391:18	one-page 2236:22	2203:5 2211:11	2392:12,21	2339:21 2340:12
2394:3 2412:10	one-size 2189:16	2214:19,21	2393:22 2412:8	2340:14,17
2413:18 2425:18	one-size-fits-all	2239:21 2263:16	2414:3 2427:3	2351:6 2352:21
2437:21 2440:2	2214:16 2244:4	2297:1 2313:22	2458:6 2476:8	2355:6,13 2358:6
2451:6,10,16	2297:9 2464:21	2349:4 2394:9	2500:2 2509:9,11	2359:8,10
2452:17 2453:18	2465:1	2400:7 2464:5,17	2513:15 2520:21	2361:16 2372:10
2454:7 2458:2	ongoing 2279:21	2466:1 2469:5	2524:20	2376:11 2381:2
2460:17 2461:21	onions 2441:15	2479:15 2524:17	oppose 2476:7	2381:11 2400:19
2462:4 2476:9	onslaught 2226:3	2537:2 2541:4	2497:2	2407:7 2414:14
2477:6,22 2478:6	on-farm 2466:19	OPGMA 2426:5	opposed 2302:6	2421:4 2470:8
2478:13,18	2468:5,13	2428:13 2450:12	2313:6 2321:20	2485:11 2520:20

2524:18 2541:1 2542:15 2544:2,6 2544:17 2545:2,8 2545:13 2549:14 2551:10,11,13,21 2552:4 organisms 2545:3 organization 2142:12 2154:17 2155:19 2199:7 2305:14 2330:5 2332:12,18 2335:7 2398:11 2414:8 2429:19 2440:20 2447:5 2450:11 2451:7 2462:22 2477:5 2511:14 2520:16 organizations 2140:9 2154:17 2155:18 2156:2 2169:10 2200:12 2200:18 2209:1 2228:10 2335:19 2336:3,8,13 2362:13 2454:11 2513:4 organize 2188:1 2191:2 2332:20 organized 2233:16 2312:7 2322:16 2351:14 oriented 2377:11 origin 2424:14 original 2145:17 2206:16,18 2314:20 2452:8 2477:18 originally 2200:16 originated 2199:15 originates 2311:5 OSU 2257:14 ought 2146:21 2350:15 2403:15 2423:9 outbreak 2151:17 2356:3 2386:18	outbreaks 2145:10 2165:22 2181:5 2504:15 2511:12 2531:18,21 outcome 2142:13 2376:12,13 outcomes 2377:7,9 2377:16 outlet 2222:1,2 2330:12 2350:6 2369:5 outlets 2193:12 2369:12 2370:21 2404:2 2407:10 outline 2341:5 2343:8 2365:22 2441:13 outlined 2161:12 2352:22 2372:13 outlines 2157:4 outnumbered 2322:13,16 output 2187:1 2229:15 outreach 2156:14 2222:17 2224:21 outside 2144:4 2199:21 2201:19 2204:16 2313:20 2313:20 2320:18 2325:18 2354:17 2424:18 2433:2,9 2444:6 2480:3 2554:7 2555:2 outstanding 2511:15 out-of 2268:17 2270:11 out-of-state 2269:12 2270:4 overall 2144:14 2169:7 2229:7,8 2277:13 2400:9 2402:17 overarching 2215:8 overgrown 2260:16	2263:10 overland 2344:17 overlap 2408:1 2415:6 overlooked 2512:13 overriding 2545:19 oversee 2526:7 overseeing 2503:1 oversees 2332:12 oversight 2189:2 2201:16 overwhelming 2141:11 2143:14 over-representat... 2142:21 owned 2289:4,5 owns 2484:16 oysters 2181:7 o'clock 2176:21 2179:19 2180:5 2253:22 2554:19 2555:4 P P 2135:1 pack 2259:17 2464:5 2469:10 package 2147:22 2163:13,22 2166:9 2319:12 2323:22 2474:4 packaged 2145:12 2145:16 2166:2 2404:1 2504:1,16 packages 2164:6,7 2164:8 2192:15 2324:17 packaging 2221:2 2287:11 2504:6 packed 2180:17 2287:8 packers 2140:3 2146:2 2150:22 2167:17,22 packing 2149:12 2188:7 2256:20	2257:1 2259:12 2259:18 2310:13 2313:21 2349:14 2357:22 2465:20 page 2136:5,7,9 2156:18 2161:21 2163:11 2169:14 2172:20 2208:4 2216:9 2222:12 2320:8 2365:20 2368:3 2414:7 2479:5 2484:14 2486:10 2488:11 2493:5 2506:10 paid 2164:22 pain 2356:6 paint 2432:2 2436:16 2449:8 2450:2 pair 2459:11 pallet 2288:7 panel 2136:1 2154:6 2165:16 2172:15 2174:15 2182:22 2185:9 2198:12 2218:13 2222:9 2225:3 2234:6,17 2235:16,20 2247:6 2264:22 2268:7 2270:17 2273:11 2274:16 2275:2 2290:19 2293:13 2298:9 2304:8 2305:5 2306:12 2315:5 2319:21 2332:5 2336:19 2356:15 2372:21 2373:19 2374:20 2380:19 2412:16 2421:15 2424:18 2436:22 2450:7 2451:22 2476:17 2489:17 2492:1 2509:10 2513:16 2514:14 2516:2,2 2517:5,6	2525:6 2534:5 2537:13 2539:7,7 2539:19,20 2543:15 2550:6 2550:20 panelists 2521:8 panels 2233:11 paper 2200:22 2258:5 2284:17 2286:1 papers 2554:5 paperwork 2474:13 paradigm 2459:12 2459:12 paragraph 2368:4 2488:12 2530:11 paragraphs 2178:2 2180:9,16 parallel 2413:10 parameters 2239:6 2267:17 2497:20 paramount 2221:16 parcels 2265:8 parsley 2357:15 2373:4,11 2549:12 part 2147:20 2153:16 2156:11 2158:16 2160:12 2162:10 2180:10 2187:11 2210:4 2212:5 2218:2,9 2223:1 2233:7 2271:17 2273:17 2280:9 2289:22 2300:6 2312:21 2334:12,12 2340:6 2360:10 2369:11 2388:13 2400:9 2402:17 2404:20 2411:17 2418:11 2427:14 2435:22 2447:7 2447:20 2457:18 2464:18 2485:20
--	---	---	---	--

2495:21 2506:2 2509:7 2531:2 2542:9 Partially 2454:16 participant 2334:19 participants 2340:1 2398:22 participate 2141:1 2141:10 2145:4 2152:10,19 2153:11 2162:2 2173:19 2196:16 2231:14 2244:3 2249:20,22 2250:2 2262:12 2275:12 2300:11 2318:11,12 2323:12 2324:19 2333:12 2361:6 2376:5 2410:9 2464:3 2470:1 participated 2223:10 2292:10 2477:20 participating 2239:3,5 2264:13 2269:5 2369:15 2480:5 2486:6 2494:18 participation 2342:16 2350:13 2424:4 particular 2166:14 2253:4 2260:4 2275:15 2361:13 2361:13 2408:17 2422:17 2453:11 2531:5 particularly 2254:6 2403:21 2503:21 parties 2187:14 2188:12 2192:4 2196:12,21 2197:2,21 2219:17 2239:3 2369:22	partly 2200:8 partner 2535:10 partnering 2414:18 partners 2226:15 partnership 2527:6 parts 2155:9 2159:3 2166:13 2465:17 2466:3 party 2166:16 2431:18,21 part-time 2238:1 PASA 2398:10,20 2401:14 2406:21 2410:19 2414:18 2422:6 PASA's 2399:6 2411:7 pass 2181:21 2244:19 passage 2256:7 passing 2176:19 passion 2509:15 passionate 2510:12 pasteurized 2432:22 pasture 2467:17 patch 2260:16 2550:2 patches 2275:7 path 2256:8,12 2488:3 2531:12 pathogen 2378:1,4 pathogenic 2345:7 2523:11 pathogens 2145:20 2161:18 2188:6 2227:2,4 2281:9 2378:6,11 2385:3 2529:4 pathway 2230:22 Patty 2232:11 2552:15 pay 2149:17 2164:3 2164:9 2170:9 2193:4 2255:2 2274:8 2395:3 2473:10 2474:10	2507:15,15 paying 2170:14 2394:18 2395:18 peaches 2237:14 Pegg 2341:22 pen 2200:22 penalize 2150:11 Pennsylvania 2269:4 2276:10 2398:9,14,19 2413:14 2417:13 2417:15 2418:16 people 2135:21 2136:15,21 2137:2 2175:9,10 2177:1,5 2203:6 2209:19 2218:8 2221:14 2222:3 2224:9 2228:1,5 2230:17 2231:19 2232:19 2233:7 2233:20 2235:6 2235:12 2236:1 2250:4 2257:7,17 2257:19 2263:2 2265:18 2271:7,8 2274:4 2275:17 2281:1 2290:7,7 2291:13 2292:17 2292:18 2296:3 2361:18,19 2366:8 2386:21 2390:22 2391:1 2393:9 2394:14 2396:11 2398:12 2399:4 2404:10 2409:4 2413:22 2420:5 2427:22 2433:3 2436:16 2443:13 2445:3,7 2447:17 2449:22 2477:10,15 2486:20 2493:22 2502:17 2541:5 2543:2 people's 2175:6 2252:13 2275:21	peppers 2479:2 perceived 2347:1 2367:22 perceives 2430:19 percent 2384:12 percentage 2187:3 2229:6,17 2480:9 2483:2 perception 2222:2 2275:1,8 2352:16 2496:19 perfect 2196:19 period 2200:15 2428:3 2429:16 periodic 2383:13 periodically 2212:17 periphery 2445:8 perpetuates 2352:7 person 2149:3 2235:16 2256:18 2288:17 2361:11 2415:18 2416:10 2440:17 2442:13 2493:10 2495:16 personal 2386:1 2541:13 personally 2199:6 2223:10 2500:9 2510:18 personnel 2417:1 perspective 2148:6 2158:8 2338:4 2352:9 2386:1 2402:21 2493:11 2507:8 pest 2296:9 pesticide 2545:6 pesticides 2227:4 2345:11 2545:1 petition 2134:22 2552:19 2553:7 2554:9 Pezzini 2427:22 phase 2156:9 2223:4,5 2538:7 phasing 2538:11	PhD 2437:10 2451:11 phenomenal 2433:15 phenomenon 2210:11 phones 2136:16 phonetic 2377:19 pick 2136:6 2378:2 2469:10 2491:11 2491:12 picked 2253:17,20 2272:14 2280:21 picking 2256:21 2272:9,14 pickup 2289:8 pieces 2318:4 pigs 2549:11 pink 2506:14 pipeline 2407:13 place 2153:2 2162:9,14,15 2170:16 2201:2 2211:11 2221:9 2262:19 2267:19 2269:19 2314:14 2317:19 2318:6 2328:1 2389:22 2390:1 2394:18 2405:9 2424:15 2488:8 2503:1 2508:3 2535:18 2539:13,14 2541:12 places 2402:10 plague 2189:8 2208:8 plain 2238:3 2250:4 2252:13 2262:15 2275:20 2276:6 2286:20 2296:3 plan 2232:5 2233:4 2233:7 2472:11 2517:1 2536:10 plane 2177:6 Planning 2186:11
---	--	---	--	--

plans 2536:7 2537:1	2381:20 2393:12 2406:13 2409:20 2413:19 2418:6 2428:10,12,16 2434:3 2435:14 2440:22 2444:16 2445:5 2448:2 2453:6 2455:13 2455:15 2464:20 2475:3 2496:19 2499:20 2507:3 2507:20,21 2513:2,21 2529:3	possible 2165:8 2174:5 2181:20 2184:12 2235:2 2237:21 2244:3 2248:4 2252:2 2254:9 2286:4 2367:14,17 2393:13 2403:4 2407:21 2411:22 2418:4,21 2420:2 2463:19	2211:20 2213:7 2473:16 2475:17 practice 2253:4 2280:5 2312:10 2317:1 2326:9 2401:6 2489:9 practices 2144:2 2146:8 2149:1 2150:20 2151:2 2159:2 2160:10 2160:18 2161:3 2161:13,18 2166:18 2171:9 2173:13 2188:5 2188:10,16 2189:5,11,15 2190:3,8,10 2193:2,4,14 2201:21 2202:2 2203:8,14 2204:18 2212:4 2212:12,22 2213:3 2214:9,13 2214:18 2216:3 2217:7 2218:5,6 2220:15,16 2225:11,16 2226:20 2227:7 2227:14,22 2238:7,17 2244:6 2252:3,9,10,12 2253:6,11 2261:10 2284:14 2294:18 2295:11 2296:7,10,20 2297:4 2299:7 2301:15 2311:1 2311:12 2313:2 2318:2 2326:1 2330:21 2331:4 2331:22 2333:16 2334:6,10,14,16 2339:22 2344:7 2354:11,12 2359:12 2372:13 2378:21 2381:18 2394:11 2430:11	2445:2 2457:8,10 2457:21 2463:14 2463:14,16,17 2464:19 2465:2 2466:8,19 2467:7 2467:9,19 2468:2 2468:6,18,19 2469:2,9 2470:6 2470:16,17 2471:8,11 2473:8 2473:13,16,22 2474:6,12 2475:20 2484:18 2484:18 2485:3 2485:10,14,17,20 2490:22 2498:14 2502:3,19 2511:10 2512:10 2514:1 2515:4 2516:15 2527:14 2527:14,15 practicing 2491:10 2491:15 precaution 2281:17 2282:16 precautionary 2382:16,20,21 2390:5 precedent 2294:13 2423:20 precise 2382:12 preclude 2505:6,13 precluded 2199:22 2204:9 precursor 2146:13 predecessor 2452:13 predominantly 2400:19 2404:14 preference 2239:4 2292:9 2515:7 preferences 2402:22 prejudge 2299:20 prejudice 2239:17 preliminary 2136:18,19
plant 2238:16 2448:13 2504:6 2548:8		possibly 2170:22 2240:16 2249:3 2251:8 2343:5 2353:8 2469:1 2515:17		
planting 2273:9 2485:5		post 2178:17 2179:3,10 2180:6 2180:14 2185:11 2339:22 2340:2		
plantings 2345:5		posted 2180:5,7 2401:16		
plants 2548:6		post-harvest 2340:8		
play 2206:7		Potato 2510:4		
players 2343:10 2367:4		potatoes 2181:7 2479:1		
please 2136:16 2137:4 2139:3,11 2153:14 2178:11 2236:9,16 2241:16 2245:6 2279:16 2293:21 2308:20 2337:16 2364:18 2394:5 2395:13 2397:21 2425:19 2461:22 2462:7,8 2487:15 2500:16 2508:22 2514:6 2520:4,11 2534:18 2535:8 2551:6,6	points 2189:22 2257:22 2406:22 2499:14 2511:6	potential 2141:21 2188:6 2193:21 2197:3 2221:11 2226:6 2228:9 2322:8 2348:10 2348:20 2381:19 2406:20 2408:2 2411:2 2514:7		
pleasure 2237:10 2485:8	police 2180:1	potentially 2226:21 2240:14 2321:19 2323:17 2324:7 2345:7 2523:4		
plenty 2228:5	policy 2477:17	poverty 2331:12		
plow 2461:5	political 2205:18 2362:19,20,21	power 2220:2 2243:12 2249:2 2343:17 2362:19 2362:21 2409:16		
Plus 2466:17	politicized 2190:17	powers 2506:11		
PMA 2209:2	pollution 2344:14	practical 2188:17 2194:16 2196:1		
pocket 2424:11	pond 2176:7 2300:21,22			
pockets 2274:12	poop 2396:1,2,7			
podium 2234:19	poor 2348:18			
point 2145:17 2156:19 2160:9 2163:11 2164:1 2164:10 2173:8 2173:16 2181:11 2199:18 2209:5 2211:20 2226:17 2240:2 2247:5 2255:7,9 2282:13 2285:19 2298:8 2331:4 2355:11	pop 2289:17,20			
	popular 2399:17 2531:16			
	population 2206:10 2408:1 2424:8 2542:21 2543:4			
	Porta 2253:13			
	portion 2345:20 2490:11			
	Portland 2414:19			
	pose 2261:11 2270:9			
	poses 2264:14			
	position 2175:9 2320:9 2363:8 2426:8 2498:4,11			
	positive 2193:15 2411:17 2418:19			
	possibilities 2422:14 2547:18			
	possibility 2165:12			

premise 2196:18 2231:18 2431:11	2183:9,12 2256:2 2286:14 2367:9	2200:5 2209:3 2219:5 2223:5,10 2224:4 2258:14 2258:15 2261:4,5 2261:18 2263:21 2264:6 2265:10 2265:14 2266:11 2275:13 2277:19 2278:22 2280:18 2282:14 2286:21 2288:5 2289:12 2305:21 2350:15 2394:13,22 2410:3 2411:10 2416:15 2418:19 2503:17 2506:22 2513:17 2518:11 2518:19	2263:13 2295:2 2310:20 2317:10 2317:11 2318:9 2320:16 2326:2 2341:14 2342:4 2349:5 2350:7 2351:22 2352:1 2353:20,22 2358:8,9 2366:21 2377:11 2379:4 2381:22 2382:10 2383:12 2392:13 2392:15 2404:20 2413:20,21 2453:8 2477:11 2486:1,8 2493:15 2494:2 2497:9 2499:17 2525:16 2538:8 2553:12	2238:14,19 2240:3 2241:1,3 2242:5,12 2243:3 2243:13 2245:20 2245:22 2246:2 2246:10,20 2251:17,18 2252:19 2253:22 2255:1 2256:19 2257:6,12 2258:4 2258:16,17 2259:7,22 2260:21 2265:13 2265:20 2266:19 2267:1,6 2268:11 2268:15,15,21 2269:13,16,16,22 2270:3 2275:21 2276:1,3,7,10,13 2277:2,15,21,22 2278:5,15 2279:1 2279:8,11 2283:15 2284:1,9 2285:6 2287:17 2287:20 2289:3 2289:15,21 2290:15 2291:15 2294:11 2295:15 2295:15,17,20,21 2296:1 2305:1,11 2307:3 2313:16 2319:6 2321:13 2331:17 2338:14 2339:4,12 2342:15 2348:14 2369:20 2375:10 2391:2 2395:21 2395:22 2401:22 2406:4 2411:19 2426:6,17 2427:20 2428:5,6 2450:12,18,20 2454:19,21 2456:1 2462:13 2462:17 2463:2 2463:11 2464:4,6 2464:8 2467:2,15
premises 2521:14	preventative 2280:11			
preparation 2386:12	preventing 2145:20			
prepare 2411:19 2429:8	previous 2182:14 2192:4 2194:21 2195:6 2196:9 2222:15 2224:1 2249:18 2280:4 2302:16 2409:20 2510:11			
prepared 2169:15 2171:5 2222:13 2247:16 2340:5 2429:9 2484:15 2530:9	previously 2150:16			
presence 2345:18	price 2151:4 2395:7			
present 2213:14 2234:4 2320:12 2339:15 2349:7 2352:18 2365:15 2412:8 2436:13 2446:7	prices 2152:2			
presentations 2340:11	primacy 2174:3			
presented 2143:2 2246:12 2404:13	primarily 2159:12			
presenters 2196:15	primary 2162:9 2347:4 2395:19	problem 2145:8 2151:7 2238:21 2261:12 2270:9 2286:5 2311:16 2360:8 2381:14 2401:13 2425:11 2428:17 2429:4 2495:3 2534:2 2542:6,7,9	processed 2184:9 2349:10	
presents 2195:18 2382:1	prime 2266:12			
president 2138:8 2138:11 2139:22 2182:12 2186:11 2309:13 2510:1 2535:14	Primus 2516:20			
president's 2433:16 2522:20	principal 2202:14			
press 2200:14 2531:17	principle 2382:21			
pressure 2209:13 2349:22 2374:5 2404:18	principles 2173:22 2242:13 2246:20 2551:16	problems 2347:5 2531:7 2548:4	processes 2148:8 2358:11 2377:13 2386:16 2413:10 2523:10 2524:15 2530:14,17	
pressured 2374:9	printed 2286:18	procedures 2256:4 2340:9 2407:12	processing 2145:22 2188:8 2217:11 2310:9 2358:2 2448:13,14 2457:9	
pressures 2542:22	prior 2182:17 2273:9 2314:7 2325:21 2475:6	proceed 2138:15 2139:19 2186:6 2343:18 2462:9 2520:11 2535:8	processor 2149:13 2357:9 2449:8	
pretty 2168:4 2169:6 2278:19 2358:9,9 2416:5 2424:14 2479:19 2500:1	private 2166:20 2456:4	proceeding 2234:1	processors 2140:4 2140:16 2146:3 2149:13 2150:22 2167:17 2168:1 2437:18 2448:19	
prevalent 2414:15	privy 2302:17 2502:7	proceedings 2512:16	procure 2324:13	
prevent 2161:18	proactive 2254:17 2281:16 2305:12 2311:14	process 2162:3 2163:16 2173:12 2174:1 2183:18 2190:14 2196:16 2197:9,15 2201:1 2206:6,7 2207:1 2207:21 2208:2 2210:5 2212:13 2226:13 2228:6	produce 2138:8,12 2139:22 2140:4,6 2155:18 2167:16 2167:21 2181:13 2181:15 2182:13 2182:18 2202:7 2229:1,14 2237:22 2238:2	

2469:8,10,13	2479:13 2480:3	2168:18 2169:6	2401:5 2402:19	2525:18,22
2470:18 2474:16	2484:9 2514:8	2171:8 2173:7	2406:16 2407:8	2526:7 2528:10
2478:19,20	2524:16 2529:19	2188:19 2203:21	2478:20 2504:2	2532:8 2538:4
2486:19 2498:22	produces 2312:2	2214:9,18	2511:3 2536:21	2544:6,7,11,13
2502:5,9 2509:21	2396:21	2215:17 2216:2	2537:5 2548:22	2545:13,13,21
2510:1 2535:15	producing 2296:6	2217:10,17	professional	2551:21
2535:20 2536:13	2331:16	2244:6 2249:20	2182:10 2435:14	programming
2536:19 2539:10	product 2145:14	2297:7,15	2437:5	2472:1
2539:15 2541:8	2149:5 2150:1,16	2302:12 2311:11	profit 2448:1	programs 2137:13
2546:10	2184:6 2192:3,8,9	2312:10 2313:2	program 2164:22	2195:9,11,13,16
produced 2142:22	2199:21 2202:3,4	2318:1,8 2338:9	2173:2 2183:18	2201:18 2203:1,3
2143:1 2188:2	2204:3 2208:19	2341:15 2343:7,9	2191:19 2194:7,7	2203:10 2204:5,7
2376:16 2396:16	2217:18,19,22	2343:12 2344:3	2194:10 2197:22	2204:7 2219:2
2402:3 2403:22	2222:2,3,5	2351:7,13,15,16	2201:7 2212:9	2347:9 2398:16
2512:5 2546:13	2231:21 2240:15	2352:8 2353:15	2218:20 2221:19	2399:13 2400:18
producer 2142:18	2251:20 2255:3,4	2353:18 2361:22	2222:21 2224:8	2414:9,10,14
2147:9 2160:6,11	2255:10 2256:3	2363:1 2366:1	2239:2 2243:22	2417:12 2471:20
2164:2,4 2169:17	2257:4 2258:10	2367:11 2372:15	2244:2,4,13	2472:2,7 2505:21
2170:7 2254:11	2259:1,11,17,18	2378:16 2399:9	2248:9,15 2250:8	2539:2
2282:7 2318:16	2260:13,16	2407:19 2408:2	2250:9,11,16	progress 2353:11
2318:17 2319:1	2261:7 2263:10	2409:18 2410:10	2254:14,16	progressive
2322:13 2333:10	2264:2 2268:12	2411:4 2419:16	2255:8 2262:19	2238:15
2349:2 2384:20	2268:18,20	2453:22 2464:18	2264:13 2270:8	prohibited 2249:8
2401:21 2412:2	2269:9 2270:5,12	2464:19 2465:2	2271:15,17	prohibitive
2465:13 2466:15	2271:2 2273:21	2466:19 2467:14	2272:17 2273:14	2296:22 2435:9
2479:8,9,17	2273:22 2276:16	2467:16,17	2273:17 2292:10	project 2335:13
producers 2143:21	2287:7 2289:9,11	2469:9 2471:11	2335:16 2336:11	2340:6 2411:3
2146:15 2157:6,9	2319:4,11,13	2473:5 2475:22	2338:16 2347:12	2426:16 2450:15
2158:14 2160:20	2324:1,3,21	2503:7 2515:11	2347:20 2352:15	2450:15,16
2161:4,11	2325:21 2326:13	2544:18 2545:11	2369:15 2372:10	2451:4 2454:9
2167:22 2169:11	2341:17 2347:3	2549:17 2551:13	2372:10 2381:2	2502:8
2170:13 2190:11	2349:16 2351:16	products 2145:16	2407:16 2411:2	proliferate 2348:17
2191:2 2195:21	2353:2 2358:13	2151:18 2153:19	2421:4,7 2452:16	promote 2221:18
2213:1 2229:7,9	2358:20 2368:16	2161:14 2165:19	2454:13 2465:11	2323:22 2330:6
2255:13 2263:15	2368:17,19	2166:1,2,10	2466:5 2467:21	2332:20 2348:3
2310:3,12 2319:4	2376:15 2377:16	2188:2 2189:13	2471:19 2473:5,7	2368:11 2411:16
2319:7 2320:11	2433:15 2457:4	2191:4 2192:15	2474:10,21,22	2427:8 2455:16
2340:14,21	2465:20 2466:2	2192:19 2193:11	2475:11,12	2520:17 2541:5
2346:19,21	2475:1,4 2479:18	2198:4 2202:8,17	2480:17,20,21	promoting 2331:15
2347:8 2349:2	2480:1,10 2487:7	2204:5 2251:10	2481:2,3 2485:22	2343:11 2370:6
2355:2 2362:10	2493:12,19	2257:1 2270:18	2486:7 2487:14	2378:8 2450:19
2366:5 2368:6	2494:17 2504:17	2270:21 2304:14	2487:20 2496:17	2502:22 2511:16
2375:19 2381:11	production	2307:18 2330:12	2501:11,13,18,20	promotion 2216:11
2381:12 2404:22	2143:17 2146:11	2347:14 2348:5	2501:21 2502:2	2216:12,16,16,21
2405:4 2406:1	2150:7 2158:18	2368:13 2369:9	2505:17,19	2353:15
2407:4,8 2410:22	2161:16 2164:3	2369:10 2377:5	2507:5 2515:4,10	promotional
2424:4,7 2470:3	2166:8 2168:5,15	2400:13,17	2515:15 2519:4	2348:3 2368:11

promulgating 2422:16	2169:18 2171:7 2172:3,6 2187:12 2222:18,21 2243:17 2244:7 2247:18,19 2273:13 2294:22 2295:8 2297:12 2300:1,14 2302:9 2302:19 2303:6 2350:12 2360:22 2364:2,6,12 2371:4 2379:16 2401:19 2406:2 2407:1,4 2413:1 2422:17 2466:5 2474:15 2477:18 2481:6,8,12 2482:9,16 2486:12 2497:9 2498:7 2502:21 2505:5 2507:15 2507:22 2510:13 2510:15,20,21 2511:5,20 2518:6 2518:13 2521:4 2521:12 2524:5,9 2527:9,19 2536:11 2537:22	2298:16 2299:10 2301:21 2303:16 2303:19 2310:16 2312:4 2313:14 2315:11,15 2317:21 2338:5 2339:6 2340:22 2341:14 2342:20 2343:3 2347:10 2347:12 2348:1,9 2353:1,6 2355:15 2367:8,12 2369:6 2370:4,15 2381:22 2404:13 2407:18 2408:20 2409:10 2410:12 2412:3 2438:21 2439:5 2455:5 2458:7 2459:15 2463:5 2465:6,8 2468:4 2469:14 2470:12 2476:4 2479:7 2489:1 2505:19 2506:6 2520:22 2521:15 2521:22 2526:21 2528:10 2551:12	proud 2501:13,18 2501:20 prove 2349:22 proven 2252:18 2470:17 provide 2140:15 2152:18 2156:6 2158:4 2167:12 2174:9 2179:4 2215:19 2243:19 2287:6 2342:8 2344:4 2345:8 2347:16 2359:9 2376:1 2377:9 2382:6 2392:12 2392:15 2413:20 2463:18 2472:1 2492:22 2519:2 2526:20 2527:1 2528:8 provided 2339:20 2340:6 2454:17 provider 2210:3 providers 2339:11 provides 2141:6 2144:15 2169:19 2171:7 2210:9 2249:15 2346:22 2367:21 2368:1,8 2437:17 providing 2239:20 2342:22 2351:20 2380:13 provision 2348:2 2368:10 Proximity 2309:12 pseudo 2352:14 public 2131:4 2133:2,7 2144:15 2151:22 2152:3 2153:18 2162:21 2165:18,21 2166:3 2169:21 2170:17 2174:2 2174:11,19 2179:17,19 2180:1,4 2221:19	2235:1 2260:7 2274:20 2280:22 2342:8 2350:9 2351:21,22 2352:5,16 2353:22 2379:18 2394:6 2403:17 2432:21 2463:12 2464:8 2473:9,10 2491:13,17 2502:1 2522:12 2522:22 2523:9 2526:15 2542:11 2551:8 published 2405:1 2407:2 2421:2 pull 2288:2 2424:11 pulled 2179:2 2180:7 2288:1 pumpkin 2550:2 pumpkins 2291:16 2479:1 2550:2 purchase 2171:15 2281:18 2324:21 2349:22 2371:12 2371:14 2435:5 purchased 2237:13 2295:22 2338:15 purchasing 2209:20 2210:7 2288:22 2325:22 2358:20 2428:5 pure 2494:1 purple 2549:4 purpose 2157:21 2159:20 2168:17 2215:4,6 2234:22 2287:2,3 2416:4 purposes 2299:3 2372:14,15 2416:3 2465:13 2473:7 2505:22 2506:17 pursuant 2131:21 2386:9 pursue 2524:8
proper 2149:10 2157:16 2263:9 2375:12 2456:19 2459:7 properly 2194:13 2257:13 2326:3 2444:1 2445:21 2457:20 property 2237:12 proponent 2133:2 2138:4,20 2140:9 2154:18 2155:8 2155:17 2158:3 2176:16 2185:20 2224:19 2283:9 2323:8 2336:21 2347:22 2375:2 2410:12 2444:13 proponents 2132:16 2133:4 2177:15 2200:22 2225:5 2239:2 2274:17 2283:4,6 2293:14 2306:13 2306:16 2321:10 2321:11 2336:20 2347:11 2354:10 2355:5,12,17 2366:14,20 2367:18 2375:3 2380:5 2382:8 2386:14 2401:21 2402:19 2411:1 2424:19 2452:1,3 2498:19,20 2500:8 2517:5,7 2534:5 2539:19 2550:21 proposal 2155:1,6 2157:4,17 2162:20 2169:17	2169:18 2171:7 2172:3,6 2187:12 2222:18,21 2243:17 2244:7 2247:18,19 2273:13 2294:22 2295:8 2297:12 2300:1,14 2302:9 2302:19 2303:6 2350:12 2360:22 2364:2,6,12 2371:4 2379:16 2401:19 2406:2 2407:1,4 2413:1 2422:17 2466:5 2474:15 2477:18 2481:6,8,12 2482:9,16 2486:12 2497:9 2498:7 2502:21 2505:5 2507:15 2507:22 2510:13 2510:15,20,21 2511:5,20 2518:6 2518:13 2521:4 2521:12 2524:5,9 2527:9,19 2536:11 2537:22 proposals 2303:10 2303:10,14 2542:14 propose 2146:10 2173:6 proposed 2131:10 2142:15 2156:22 2161:7 2162:1 2163:4 2171:6 2183:7,8,15 2184:15,19,22 2197:17 2199:9 2208:5 2212:2,6 2215:1,2 2216:12 2227:19 2246:4 2248:8,13 2249:6 2249:14 2262:4 2273:14 2280:2 2295:12 2296:14	proposes 2428:18 proposing 2224:19 2231:10 proposition 2221:17 proprietorship 2357:7 protect 2149:2 2150:12 2266:22 2400:21 2427:9 2455:15 2512:14 2513:7 2551:15 protecting 2450:20 2511:16 protection 2161:15 2342:8 2418:10 protections 2407:3 protective 2190:21 2195:13 2196:7 protocol 2147:14	proud 2501:13,18 2501:20 prove 2349:22 proven 2252:18 2470:17 provide 2140:15 2152:18 2156:6 2158:4 2167:12 2174:9 2179:4 2215:19 2243:19 2287:6 2342:8 2344:4 2345:8 2347:16 2359:9 2376:1 2377:9 2382:6 2392:12 2392:15 2413:20 2463:18 2472:1 2492:22 2519:2 2526:20 2527:1 2528:8 provided 2339:20 2340:6 2454:17 provider 2210:3 providers 2339:11 provides 2141:6 2144:15 2169:19 2171:7 2210:9 2249:15 2346:22 2367:21 2368:1,8 2437:17 providing 2239:20 2342:22 2351:20 2380:13 provision 2348:2 2368:10 Proximity 2309:12 pseudo 2352:14 public 2131:4 2133:2,7 2144:15 2151:22 2152:3 2153:18 2162:21 2165:18,21 2166:3 2169:21 2170:17 2174:2 2174:11,19 2179:17,19 2180:1,4 2221:19	2235:1 2260:7 2274:20 2280:22 2342:8 2350:9 2351:21,22 2352:5,16 2353:22 2379:18 2394:6 2403:17 2432:21 2463:12 2464:8 2473:9,10 2491:13,17 2502:1 2522:12 2522:22 2523:9 2526:15 2542:11 2551:8 published 2405:1 2407:2 2421:2 pull 2288:2 2424:11 pulled 2179:2 2180:7 2288:1 pumpkin 2550:2 pumpkins 2291:16 2479:1 2550:2 purchase 2171:15 2281:18 2324:21 2349:22 2371:12 2371:14 2435:5 purchased 2237:13 2295:22 2338:15 purchasing 2209:20 2210:7 2288:22 2325:22 2358:20 2428:5 pure 2494:1 purple 2549:4 purpose 2157:21 2159:20 2168:17 2215:4,6 2234:22 2287:2,3 2416:4 purposes 2299:3 2372:14,15 2416:3 2465:13 2473:7 2505:22 2506:17 pursuant 2131:21 2386:9 pursue 2524:8

push 2189:5 2210:10 2311:20 put 2136:16 2175:8 2200:22 2211:10 2211:13 2215:7 2226:11 2228:1 2235:18 2242:6 2254:21 2273:1 2276:2 2287:8 2313:3 2318:6 2340:12 2361:1 2404:12 2409:4 2418:13 2427:17 2428:2 2535:18 2539:12,14 2554:7 putting 2242:10 2411:22 2432:1 2449:7 p.m 2555:4	2349:11 2353:17 quantity 2289:11 2289:16 quarter 2250:15 quasi 2374:7 question 2167:4 2168:11 2171:4 2172:2,9,19 2173:4 2174:18 2175:13 2183:7 2184:18 2213:18 2222:12 2234:20 2238:22 2247:16 2259:19 2260:18 2261:2 2262:9 2268:9 2273:11 2274:19 2275:14 2276:6 2277:13 2277:20 2280:3 2280:15 2281:5 2290:13,21 2291:12 2304:11 2306:2 2312:4,11 2315:17 2316:8 2322:10 2323:21 2328:10 2360:20 2365:8 2372:17 2374:21 2375:4 2376:19 2378:12 2379:8,12 2380:2 2380:7 2384:4,13 2384:19 2385:15 2389:8,9 2392:2 2394:2 2395:10 2416:1 2420:18 2422:4 2439:3,10 2439:18 2440:12 2452:22 2455:12 2455:20 2460:1 2471:2,3 2477:10 2482:6 2486:17 2488:5 2493:5 2495:21 2497:1 2500:21 2503:21 2507:11,18 2514:21 2530:7 2530:19 2533:5	2536:8 2537:15 2544:10 2548:19 questioned 2196:10 questioning 2372:1 2388:7 questions 2135:22 2154:1,7 2165:14 2165:16 2168:12 2174:15 2183:1 2185:9 2198:12 2205:7 2218:11 2222:6 2225:3 2229:2 2234:17 2235:4,20,22 2247:7,15 2264:20,22 2265:3 2270:16 2274:16 2277:11 2283:5 2292:12 2298:10 2304:6 2306:12,15 2308:5 2315:5 2316:1 2317:18 2319:19 2321:9 2321:18 2327:8 2332:5 2336:17 2336:19,21 2356:15 2372:19 2374:20 2380:22 2390:17 2393:18 2399:20 2412:16 2417:19 2424:20 2436:22 2438:10 2439:10 2442:11 2451:22 2452:1,6 2456:10 2458:21 2476:17 2483:10 2483:15 2498:16 2498:18 2505:4 2510:17 2514:15 2514:16 2525:6 2525:15 2530:6 2537:13 2543:15 quick 2172:19 2268:9 2291:22 2375:4 2422:4 2505:3 2525:14	quicker 2475:13 quickly 2293:3 quite 2243:18 2289:11 2335:2 2336:8 2416:5,14 2450:11 2549:8 quo 2391:11 2403:5 quote 2207:19 2347:12,16 2348:3 2402:1 quote-unquote 2403:6	rates 2152:22 rationale 2533:14 rats 2383:7 raw 2161:2 2504:2 2504:2,17 2522:18 Ray 2132:22 2133:5 2138:10 2176:17 2178:6 2178:13 Raymond 2133:9 2236:6 2241:11 2241:19 2242:21 2246:11 2261:8 2263:9 2264:10 2265:18 2270:3 2274:11 2283:21 2324:14 Rayne 2341:22 reach 2523:3 reached 2140:12 reaction 2311:16 2313:10 reactive 2212:13 read 2139:16 2178:1 2180:8 2186:3 2235:6,19 2237:5 2242:18 2245:16 2248:8 2285:3 2304:3 2309:5,21 2315:11 2316:9 2337:21 2363:16 2364:17 2387:2 2387:11 2388:9 2388:13,15,18,19 2398:4 2442:17 2443:1,8 2458:6 2462:5 2506:12 2512:15 2520:9 2527:9 2535:6 2553:6 reading 2181:9 2273:18 2365:10 2380:2 2389:7 2421:2 readings 2386:12
---	---	---	--	--

ready 2432:22 2433:17 2531:20	2507:6 2521:10 2524:8	recognize 2141:19 2142:20 2147:12 2150:14 2158:17 2170:10 2196:3 2214:15 2290:19 2348:22 2366:22 2379:16,19 2467:22 2470:5 2475:21 2515:16 2518:20	2448:7 2461:6,7 2462:1 2509:1,4 2510:14,17 2520:5 2534:20 2553:5 2555:3	2503:22 2506:9 2508:2
ready-to-eat 2349:6	reasonable 2184:11 2193:3 2224:11 2224:11	recognized 2349:20 2466:4	recordkeeping 2271:16 2272:20	reference 2369:18 2369:19
real 2165:20 2172:9 2246:7 2291:22 2317:17 2324:8 2356:5 2534:1	reasons 2341:5 2342:19 2354:1 2363:9 2371:11 2415:19 2434:18 2474:2	recognizing 2224:5	records 2271:22 2272:3,16 2284:20 2485:20	referenced 2175:15 2490:15 2528:4,6 2552:18
reality 2322:19 2406:21	reassure 2428:3	recommend 2205:21 2422:11 2423:14 2473:17 2474:3 2475:1	record-keeping 2285:13,17 2286:8 2486:3	references 2386:6
realization 2172:22	recall 2210:21 2240:12 2273:18 2484:13 2503:18	recommendation 2222:15 2366:7	recovered 2151:13	referred 2282:5 2379:12 2381:17 2434:3 2450:12 2468:9 2491:8
realize 2146:7 2239:4 2248:5 2276:4 2396:12 2403:6 2408:22 2420:4	recalls 2471:12	recommendations 2207:15 2363:3	rectify 2401:13	referring 2163:4,5 2248:20 2268:21 2280:12
realized 2201:9	RECD 2134:2	recommended 2194:16 2364:20 2522:21 2542:12	red 2356:2 2373:8	refine 2382:2
really 2143:22 2150:21 2153:1 2157:10,16 2158:9 2166:13 2171:21 2173:9 2175:20 2203:14 2214:6 2216:4 2221:8 2222:3 2258:6 2274:10 2285:21 2288:17 2300:19,19 2326:6 2331:5 2355:7,11 2357:16 2363:7 2366:18 2371:19 2375:12 2386:15 2389:9 2416:4 2417:17,18 2420:6 2497:13 2502:10 2521:11 2526:17 2531:14 2546:10	receive 2154:4 2185:11 2198:10 2239:6 2268:1 2314:21 2319:3,6 2356:10 2473:6 2476:10 2524:22 2537:8 2543:10 2553:22	recommending 2499:15	redefined 2466:14	reflect 2203:12 2213:5 2214:7 2215:10 2402:6 2513:9
realized 2201:9	received 2154:9 2185:15 2198:15 2247:4 2298:6 2315:3 2356:13 2412:14 2415:2 2470:7 2476:14 2525:3 2537:11 2543:13 2554:17	reconciliation 2197:4	redire 2174:16	reflective 2529:15
really 2143:22	receiver 2392:5 2475:3	reconcile 2381:3	redirect 2176:9 2225:4	refrigeration 2252:14 2253:3 2253:16 2279:22 2296:5
2150:21 2153:1	receivers 2208:18 2209:10 2389:6	reconfigurations 2197:4	reduce 2147:8 2152:12 2193:19 2194:14 2210:11 2228:8 2345:5 2378:1,4,13 2457:10 2458:19 2458:22 2459:17 2460:10	refused 2196:17
2157:10,16	receiving 2247:1 2298:4 2358:1 2412:11 2554:14	reconvene 2554:22	reduced 2344:13 2391:14	regard 2213:18 2366:1 2390:6 2483:2
2158:9 2166:13	receptive 2197:3 2224:3	reconvened 2131:20	reduces 2147:14 2227:2	regarding 2181:21 2380:11 2454:18 2472:17 2476:3 2520:22
2171:21 2173:9	recipe 2310:19	record 2136:4 2137:1 2139:12 2176:4 2178:12 2182:8 2186:10 2232:8 2233:16 2233:17 2236:17 2237:5 2241:17 2245:7,16 2271:19 2286:13 2293:9,22 2308:21 2309:6 2309:21 2320:17 2329:7,9 2337:17 2397:22 2425:20 2427:18 2437:3,4	reducing 2147:9 2209:17 2345:10 2391:7 2511:12	regardless 2325:2 2501:3
2175:20 2203:14	reciprocity 2297:7		reduction 2193:22 2344:15 2392:4 2459:20	regards 2168:13 2275:2 2343:9 2483:15 2486:4 2488:14,19 2489:6 2495:19
2214:6 2216:4	recite 2478:12		redundancy 2472:1	regimens 2407:6
2221:8 2222:3	recognition 2160:1 2199:19 2324:2 2347:19 2541:13		redundant 2486:10	region 2213:19 2214:1,3 2245:20 2295:12 2298:16 2301:3,5,6,6,12 2301:21 2302:2,3 2311:3 2324:10
2258:6 2274:10			reeducate 2433:13	
2285:21 2288:17			reelected 2284:6	
2300:19,19			reentry 2273:7	
2326:6 2331:5			reestablishing 2542:1	
2355:7,11			refer 2318:15 2482:15 2483:6	
2357:16 2363:7				
2366:18 2371:19				
2375:12 2386:15				
2389:9 2416:4				
2417:17,18				
2420:6 2497:13				
2502:10 2521:11				
2526:17 2531:14				
2546:10				
realm 2360:17 2494:4,5				
realms 2362:15				
reason 2141:13 2177:3 2204:11 2296:15 2346:15 2454:1 2500:17				

2346:1 2378:15 2410:19 2415:1 2470:6 2474:1 2535:13 2536:8 2541:3 regional 2144:13 2149:13 2157:3 2158:17 2162:15 2170:4 2200:2 2214:10 2297:3 2299:5 2322:4 2323:9 2340:15 2341:7 2343:1 2366:22 2377:2 2399:10 2418:8 2420:10 2424:13 2519:2 regionalism 2423:7 regionalizing 2416:12 regionally 2168:4 2404:8 2524:12 regionally-based 2400:14 regions 2142:16 2143:17 2144:10 2145:3,4 2148:10 2157:8,12 2162:1 2162:22 2167:9 2170:5 2171:9 2203:19 2275:10 2295:9,10 2297:18 2299:12 2299:17 2300:10 2301:9 2310:6 2312:4,8 2313:13 2322:11 2362:22 2398:19 2418:2,4 2420:9 2423:8 2467:11,13 2498:3 Register 2401:16 2405:2 registered 2447:3 Registry 2465:9 regular 2179:20 2268:19 2295:19	2340:13 regularly 2180:20 regulate 2350:22 2395:3 regulated 2181:2 2336:1 2470:20 regulating 2363:8 regulation 2146:13 2152:16 2190:17 2212:14 2226:13 2310:18 2311:20 2314:5 2316:19 2341:2 2342:10 2363:10 2376:1 2379:13 2422:9 2446:4 2537:3 2538:6,14 regulations 2146:11,18 2173:6,17,21 2254:17 2272:19 2279:21 2280:2,7 2280:11 2282:4 2331:9,18 2333:20 2342:2 2348:9 2353:6 2375:13 2377:20 2380:3 2394:10 2407:12 2417:20 2420:15 2422:15 regulatory 2212:11 2215:11 2349:9 2349:21 2352:15 2363:22 2374:8 2429:11 2430:11 2431:21 REI 2273:6 reiterate 2510:16 reject 2454:5 relate 2487:13 related 2186:20 2216:10 2471:4 2488:6 relationship 2258:22 2371:6 2371:16 2376:7 relationships	2192:18 2193:13 relative 2318:1 relatively 2158:6 2184:3 2318:8 2323:4 2345:2 relatives 2237:12 relevant 2339:19 reliable 2404:9 2536:21 2537:5 rely 2469:9 2492:9 relying 2407:17 remaining 2186:18 remarks 2198:5 2530:8 remember 2274:1 2433:6 2475:16 remind 2176:20 reminded 2238:4 reminder 2136:15 reminds 2528:12 removal 2226:1 2387:20 2389:2 removed 2386:9 rep 2137:3 repackage 2357:14 repeat 2373:21 2439:2 2512:6 2521:6 repeatedly 2354:10 2355:3 rephrase 2384:4 replace 2146:17 report 2134:21 2179:19 2180:3 2315:19 2552:17 reported 2401:4 2408:8 2415:19 reporter 2136:4 reports 2145:9 2531:17 represent 2137:8 2155:9 2217:15 2229:9 2230:4 2250:3 2266:20 2283:12,16,19 2294:4 2402:1 2453:19 2477:8	2512:6 2514:2 representation 2156:20 2157:4,8 2157:21 2158:4 2158:21 2162:8 2169:18,20,22 2170:5 2171:2 2204:21,22 2205:4,20 2207:16 2295:2 2300:6 2312:5,9 2317:20 2323:4 2336:4 2363:4 2419:20,21 2454:2 representative 2136:22 2137:4 2138:14 2167:1 2300:4 2315:20 2360:1,2 2402:20 2470:9 2504:10 representatives 2158:10 2163:8 2215:8 2249:19 2354:14 2362:11 2362:14 2401:20 2426:4 represented 2197:7 2240:10 2321:2 2360:22 2399:3 2405:5 2411:1 representing 2140:2 2155:20 2186:14 2260:20 2320:9 2330:3 2339:14 2356:21 2393:9 2426:5 2463:1 2510:18 2512:4 represents 2229:3 2398:11 reputation 2417:13 request 2153:14 2154:19 requested 2140:10 2552:13 require 2142:15	2147:3 2152:15 2158:9 2160:2 2193:1 2225:15 2225:22 2227:13 2264:7 2296:20 2325:15 2359:2 2387:19 required 2201:22 2209:18 2225:12 2227:9 2231:14 2231:17 2264:4 2267:9 2386:9 2389:4,5,21 2473:14,18 2519:8 requirements 2172:12 2184:20 2188:21 2194:9 2194:10,19 2208:20,21 2212:15 2223:12 2251:2 2254:6 2264:9 2267:4,6 2267:15,21 2268:2 2271:17 2286:14 2305:7,8 2305:11 2333:7 2358:18,19 2381:2,3 2407:6,9 2429:11 2468:13 2468:15 2488:17 2490:6 2516:12 2537:3 requires 2231:11 2545:17 2546:14 requiring 2202:1 2261:19 2490:12 reran 2552:19 research 2180:22 2212:21 2213:7 2216:10,12,15,16 2216:22 2239:8 2244:12 2338:9 2383:10 2384:8 2471:7,15 2488:22 researchers 2181:1
--	--	--	---	---

2344:20	2321:17 2407:1	2192:20 2348:12	2383:18 2391:15	risks 2212:22
resell 2269:10	2421:6 2439:11	2370:15 2371:3,4	2396:5 2398:6	2217:1 2226:6
reservoirs 2226:3	response 2390:17	2400:12 2453:20	2401:14 2406:14	2446:7 2471:16
reside 2409:17,17	responsibilities	2487:3	2427:19,19	2523:1
Resnick 2132:19	2446:17	retailing 2487:4	2428:9 2445:2	risk-based 2430:9
2137:22 2138:1,2	responsibility	retired 2251:15	2454:20,21,22	2432:5 2436:6
2138:17,19	2145:19 2340:20	2437:18 2484:1	2455:1,4,6,12	2438:22 2439:7
2154:1,2 2176:9	2403:12 2463:7	retooled 2213:11	2460:12,22	2459:20
2176:10,16	2511:7 2541:13	return 2152:6	2461:10 2470:10	River 2145:2
2177:9,12 2182:7	rest 2230:10	returned 2254:18	2480:7 2482:14	2159:14
2182:8 2185:17	2232:5 2354:22	2254:18	2482:14 2483:9	road 2153:1,1
2185:19 2198:8	2410:1 2498:6	revenue 2400:15	2486:17 2488:9	2173:16 2195:17
2225:6,7 2227:11	restate 2426:11	review 2163:4	2488:11 2491:4	2303:11 2307:10
2228:16,19	restating 2299:8	2197:2 2205:5	2492:16 2501:2,5	roadside 2149:4
2283:4,7,8	restaurant 2222:1	2212:17 2214:5	2509:19 2514:17	2237:18 2271:7
2284:11,19	restaurants	2215:4,9,19	2522:6,14 2523:7	2290:7
2285:8,12,16	2193:11 2290:5	2216:4 2249:15	2525:7 2540:19	robust 2162:14
2286:6,13 2287:1	2399:12 2509:22	2249:17 2315:19	2549:6 2552:10	2323:10 2429:5
2287:10,18	restore 2166:3	2347:15 2352:3	rights 2352:13	2429:21 2431:5
2288:9 2306:14	2182:2	2360:3 2364:22	2512:12,14	2432:13 2438:18
2306:17,18	restoring 2181:19	2456:19 2457:6	rigorous 2147:13	2440:1 2445:21
2307:11,14,17,21	restriction 2434:4	2513:16 2527:4	rinsing 2396:2	2445:22 2447:6
2308:2 2328:9,15	2434:21 2450:2	reviewed 2510:9	riparian 2226:2	2448:3 2449:1,20
2328:19 2385:16	restrictive 2436:17	2528:15	risk 2149:9,11	2453:13 2455:15
2385:17,18	2532:18	reviewing 2531:8	2172:4,6 2189:20	2459:20
2387:2,13,17	result 2192:7	reviews 2440:14	2211:9,19 2213:2	robustness 2436:3
2388:2,8,15,19,22	2194:1 2202:10	revisit 2195:19	2342:19 2345:12	Rochester 2339:1
2389:13,17	2251:4 2341:16	revisited 2213:11	2349:8,15	Rock 2338:12
2390:9,14 2391:5	2342:18 2356:1	revisiting 2383:12	2382:13 2383:16	2339:1,15
2391:16,19	2411:20 2417:9	rhythms 2541:11	2383:18 2384:9	2356:21 2357:3
2392:4,11 2393:4	2457:19 2463:4	Richard 2133:21	2384:13,14,15,22	role 2174:4 2196:9
2393:15 2456:11	results 2467:21	2534:13,21	2400:9,16	2218:20,21
2456:12 2457:7	2473:20	2535:9	2402:16 2405:12	2219:5 2339:19
2458:2,5,9,18	retail 2148:7	right 2139:4	2430:14,19	2403:2 2414:17
2459:13 2460:14	2169:20 2192:14	2165:21 2166:19	2432:9 2441:5,10	2440:18,19
2517:6,8,8,15,20	2193:12 2222:1	2179:13 2180:10	2441:11,15,16,22	romain 2373:10
2518:2,9,16,21	2260:9 2273:22	2180:11 2198:21	2442:2,2,20	romaine 2143:8
2519:7,12 2534:6	2310:9 2347:16	2202:10 2235:5	2444:15 2445:16	2271:4 2291:2
2539:21 2550:22	2348:16 2350:6	2236:21 2237:7	2446:16 2456:15	2431:7
2553:4	2353:14 2369:5	2245:16 2247:9	2456:15,17,17,21	room 2131:17
resource 2226:9	2369:12 2370:21	2267:18 2279:22	2457:3,10	2223:11 2231:13
2346:11 2388:10	2448:10	2293:1 2308:2,10	2458:11,12,13,17	2321:5 2383:3
resources 2194:18	retailer 2170:17	2309:9 2321:6	2458:20 2459:1,6	2423:2
2224:13 2331:19	2348:19 2371:16	2329:10 2338:2	2459:17 2460:10	roots 2238:6
2551:14	retailers 2140:5	2354:8 2361:4	2523:10 2524:15	rotating 2339:5
resourcing 2226:9	2147:17 2152:11	2362:17 2368:20	2530:14,17	rotation 2485:6
respect 2234:21	2152:13 2167:18	2370:12 2379:2	riskiest 2181:5	roughly 2186:17

2449:1	2428:5 2463:8	2352:12,16,18,22	2152:2 2153:20	2278:10
routes 2408:2	2471:8,8 2503:4	2353:5,9 2356:6	2175:2,10,14,16	scattered 2346:1
row 2269:11	2536:21 2541:9	2359:5,7 2360:9	2192:12 2221:2	scenario 2448:14
ruin 2260:17	2542:10	2367:22 2370:11	2277:1,9 2339:9	2459:6
rule 2347:10	safeguarding	2374:6 2375:11	2399:11 2400:4,6	Schacht 2133:18
2348:2 2355:16	2522:12 2526:15	2375:13 2376:13	2516:7	2461:9,16 2462:2
2370:4 2465:6	safer 2192:4	2376:21 2381:2	Salinas 2145:1	2462:14,15,15
2468:5 2470:12	2211:16 2222:2	2382:3 2386:1	2159:11	2476:9,21 2499:1
2472:18 2474:3	2312:19 2324:1	2390:4,10,15	salmonella 2240:15	2505:2
2475:6 2498:7	2348:20 2353:13	2392:6 2403:17	2341:18	Schmaedick
rulemaking 2317:1	2376:15 2488:10	2403:19 2405:13	Sam 2361:10	2132:12 2137:14
2317:2,8,8,10,12	2522:3	2405:20 2411:8	sanitation 2468:15	2137:15 2154:10
2476:3	safest 2237:21	2412:4 2413:6,9	2485:16 2488:16	2154:12,14,15,21
rules 2145:6	2331:17 2463:19	2415:6 2416:18	2491:9,15	2155:7,12,16
2146:19,21	2475:15	2418:9 2419:10	sat 2427:16	2156:4,13,17
2147:1 2153:1	safety 2145:7	2419:14 2422:7	2448:11	2157:11,18
2195:17 2233:22	2146:5 2149:1,6	2424:10 2426:17	Saturdays 2546:3	2158:2 2159:6
2243:17 2244:7	2151:8 2160:13	2429:21 2431:15	save 2147:19	2160:4 2161:6,21
2252:20,21	2175:8 2179:21	2432:3 2437:16	2521:12 2550:8	2163:3,10,21
2254:16 2272:19	2181:21 2183:22	2444:1 2445:6,8	saving 2418:13	2164:12,17,20
2294:14 2296:11	2184:13 2190:3	2448:13,15,21,22	savoy 2373:8	2165:13 2183:2,4
2296:13 2302:20	2190:10,15	2449:7 2450:19	saw 2219:12	2183:5,14
2305:18 2394:10	2213:3 2217:18	2454:19 2462:12	2540:19	2184:14,19
2469:14	2226:22 2228:12	2463:7,14 2464:1	saying 2209:22	2185:7 2198:19
run 2135:15 2274:9	2238:15,20	2473:9 2484:18	2266:15 2321:1	2198:20 2199:1,2
2287:20 2328:1	2239:10,15	2489:6 2490:6	2380:5 2387:12	2199:5,11 2201:4
2336:8	2240:19 2243:18	2511:6,18	2414:12 2424:12	2202:19 2204:2
running 2259:14	2244:13 2246:3,7	2516:11 2519:3	2427:14 2438:21	2204:20 2205:6
2399:18	2256:6 2257:3,18	2521:17 2522:1,7	2488:1 2496:3	2205:10 2206:9
rural 2464:11	2258:7 2259:10	2522:8,10,15,21	says 2211:13,14	2206:21 2207:5,9
R-A-Y 2178:13	2261:10 2266:22	2523:1,9,14,19	2241:1 2327:17	2207:17 2208:3
R-A-Y-M-O-N-D	2267:12 2280:13	2524:2,11,14	2379:16 2380:1	2210:13,18
2241:20	2282:6,11	2526:2,14	2433:14 2486:18	2212:1 2213:13
R-I 2534:21	2290:18 2294:17	2529:14 2530:13	2487:9 2554:6	2213:17,21
	2294:18,20	2531:1,7 2536:7	SBA 2318:16	2214:22 2216:8
	2296:6 2297:10	2536:16 2537:1	2478:9	2217:8 2218:10
S	2305:8,15,21	2538:20 2542:7	scalable 2195:20	2247:9,11,12
S 2134:1 2135:1	2310:12 2312:12	2542:18	scale 2291:10	2248:7,12 2249:5
2230:8 2309:2	2312:12,19	sake 2190:4	2297:1 2343:11	2249:14 2250:6
sad 2331:11	2313:5 2314:11	2382:14 2416:12	2350:4 2357:16	2250:20 2252:1,7
sadly 2433:19	2321:16 2340:2,9	salad 2145:8	2357:21 2358:6	2252:22 2254:2
safe 2159:19	2340:19 2341:12	2549:2,4	2378:15 2443:10	2254:10 2255:12
2160:3,21 2166:7	2341:13,22	salads 2145:12	2472:13 2524:12	2255:15,19,22
2192:8 2211:6	2342:1,2,4,7,11	2151:19 2152:1	scales 2354:12	2257:2 2258:8,21
2222:5 2243:20	2343:6 2346:14	2504:3,16	2406:5	2259:20 2260:3
2281:13 2282:16	2347:1 2348:19	sale 2276:22	scanned 2387:10	2260:18 2261:1
2330:20,20	2349:8,9,18	sales 2151:6,12,17	scary 2261:12	2261:16 2262:3
2331:21 2377:16				

2262:10,17	2483:8,9 2514:16	sciences 2196:13	2320:7 2327:3	2533:13,15
2263:5,11,19	2514:19,20	science-based	2429:6 2431:18	2537:14 2539:11
2264:12,19	2515:2,9,22	2196:1 2294:20	2435:11 2439:18	2542:5 2545:22
2298:10,12,13,18	2525:7,9,10,14	2407:17 2409:5,6	2447:10 2480:11	2546:3 2551:5,6
2298:22 2300:8	2526:4,11,21	2424:13 2458:19	2495:21 2522:13	2552:2
2301:1,20 2302:5	2527:8,12,18,21	2458:22 2470:22	secondly 2239:18	seed 2186:19
2302:8 2303:15	2528:2,7,13,21	2522:18	2272:8 2467:6	2238:16 2273:4,5
2304:4 2315:6,8,9	2530:1 2537:16	scientific 2244:11	second-guessed	seeing 2306:13
2315:13,22	2537:18,19	2313:1 2345:16	2231:2	2356:6 2415:3
2316:3,11,14,17	2538:2,12 2539:5	2383:4 2423:7	second-party	2421:15
2316:22 2317:4,9	2543:16,18,19,22	2457:5 2526:19	2431:19	seek 2413:20
2318:10,14,21	2544:5,14,17	scientifically	secretary 2205:22	seeks 2369:9
2319:3,10,18	2545:10 2546:18	2311:22 2418:4	2206:3 2207:7,14	seen 2209:11,14
2332:6,8,9,16,22	school 2347:9	scientists 2145:16	2553:13	2238:9 2328:10
2333:6,21 2334:4	2445:7	scope 2276:4	secretary's 2206:18	2380:10 2478:2
2334:9,18 2335:6	Schrock 2133:10	2347:3 2438:14	section 2214:5	2494:15 2531:17
2335:15 2336:2	2236:7 2244:22	2455:22	2348:1 2368:9	segment 2187:17
2336:16 2356:16	2245:8,11,18	scorched-earth	2506:10,11	segmentation
2356:18,19	2247:15 2260:19	2225:12	2507:11	2402:22
2357:2,5,8,13	2260:19,22	Scotia 2501:4	sections 2528:6	segregate 2491:13
2358:12,17	2261:4,18 2262:8	scout 2278:14	2547:4	select 2191:9
2359:1,11,15,18	2262:13,20	2283:19	sector 2166:21	selected 2205:13
2359:22 2360:19	2263:6,18,21	scrutiny 2349:9	2169:21	2220:5 2361:12
2361:5 2362:5	2264:16 2265:12	2448:5,5	security 2405:14	2536:18
2363:2 2364:1,11	2266:10 2269:6	se 2160:13 2433:14	2419:11,15	self 2352:6 2379:13
2364:14,17	2271:1 2274:10	2503:17	see 2141:9 2148:6	2447:17
2365:9,15,19	2275:13 2279:5	seal 2240:17	2176:22 2184:1	sell 2170:11
2367:7,13 2369:2	2288:14 2289:10	2242:13 2254:20	2197:16 2228:13	2193:10 2251:9
2370:14,19	Schrock's 2246:21	2254:21 2255:4	2238:21 2246:8	2251:17,19
2371:2 2372:8,12	science 2179:17,22	2255:11 2267:7	2251:5 2267:12	2261:4,21 2263:7
2372:18 2412:17	2186:11 2188:17	2271:14 2282:2,8	2270:4 2276:6	2267:1 2269:12
2412:19,20	2190:21 2195:14	2284:13,15	2285:4 2292:5	2269:14,19
2413:12,18	2210:15,17,21	2285:7,9 2287:2,4	2319:21 2320:4	2276:12 2290:1
2414:6 2415:8,11	2211:4,18 2212:4	2287:10,12,15	2321:19 2330:22	2307:4,8,12,14
2416:7 2419:19	2215:10 2240:6	2305:10 2347:21	2335:4 2343:14	2333:8 2399:14
2420:17 2421:8	2296:17 2311:19	2348:10 2369:21	2356:21 2361:16	2435:1 2463:12
2421:12 2423:5	2311:19 2322:19	sealed 2349:7	2362:12 2384:3	2464:7 2469:10
2437:1,22 2438:2	2322:20 2341:21	season 2278:18	2399:20,22	2490:5 2516:11
2438:3,6,9,20	2353:13 2404:2	2301:15 2303:22	2443:2 2445:18	Sellers 2314:22
2439:4,12 2440:2	2409:7 2429:10	2304:14 2314:1,3	2449:14 2460:3	2315:6
2476:18,20,21	2430:11 2446:4	2351:4 2393:7,8	2474:8 2488:2	selling 2276:10
2477:6,9,22	2459:1,4,7,8	2472:19,22	2491:8 2493:22	2291:3 2331:2
2478:6,13,18	2470:15,18	seasonally 2310:4,6	2494:7 2496:12	2333:13 2339:17
2479:4,16 2480:7	2471:6 2475:18	seat 2293:10	2497:10 2502:10	2357:22 2358:2
2480:15,19	2526:19 2529:4	2308:10	2502:20 2507:8	2370:8 2463:8,11
2481:1,16 2482:1	2529:11 2537:1	seats 2231:5	2521:13 2527:3	sells 2271:6
2482:5,19 2483:1	2542:16,19	second 2208:3	2529:10 2532:3	2509:21 2545:18

semi-wild 2344:2	2182:17 2192:14	2475:5	2465:20	2371:7,13
Senate 2182:1	2192:20 2220:21	seventh 2237:11	shores 2464:12	2374:10 2376:17
send 2290:4 2477:7	2290:4 2310:10	Seven-fifty 2517:19	short 2428:3	2404:18
2493:13 2553:11	2340:18 2341:4	severe 2390:1,2,2	shortage 2319:8	signed 2260:6
2553:12	2341:20 2347:17	2427:21	shorter 2317:11	2273:17 2291:3
senior 2426:16	2348:15 2402:12	severely 2296:19	2472:19	2313:8 2320:21
2450:15	2405:16 2408:6	2347:5	shortfalls 2325:8	2325:19 2434:17
sense 2166:5	2420:19 2437:16	shake 2258:19	short-term 2206:6	2435:4 2487:19
2168:22 2244:12	2487:5 2522:5	shaking 2258:7	show 2149:19	signer 2322:22
2297:5 2404:3,4	services 2344:4	shape 2145:4	2261:20 2286:11	significance 2275:3
2409:8 2411:22	2437:17 2472:8	2162:2	2376:20 2453:12	significant 2275:9
2418:1,3 2432:22	service-type	shaping 2152:20	showcased 2180:18	2276:2 2312:3,6
sensitive 2524:12	2186:21	2162:5 2303:13	showed 2391:8	2318:1,7 2345:12
sensitivity 2360:12	serving 2291:17	share 2145:19	showing 2399:17	2345:20 2427:5
sentence 2364:18	sessions 2213:15	2151:8 2288:3,3	shown 2147:11	2436:2,2 2446:18
2365:10 2366:11	set 2173:14	2338:4 2399:19	shows 2143:3	2453:21
2458:13 2530:20	2188:10,20	2465:5 2515:20	2285:5	significantly
separate 2165:7	2189:4,10,17	2549:18	shut 2192:17	2405:8 2467:12
2192:8 2209:9	2198:1 2203:17	shared 2339:16	2258:15 2276:21	signing 2312:14
2210:2,3 2269:18	2209:21 2215:8	2469:11	2284:3	2405:3 2439:16
2272:15	2215:18 2216:2	shares 2399:15,18	sick 2149:3	similar 2147:20
September 2240:13	2217:9,11	2411:10	2180:21 2384:21	2171:19 2182:15
2277:10 2341:17	2244:13 2246:8	sharing 2385:20	2386:3	2202:2 2203:6
2401:17 2506:8	2251:22 2254:17	2386:4	sickened 2457:15	2261:1 2297:4
sequence 2386:16	2258:6 2278:7,8	Sharlene 2132:10	side 2167:21	2299:13 2320:12
series 2474:12	2286:16 2294:14	2137:6 2320:5	2306:15 2336:21	2351:19 2428:13
serious 2257:12	2312:22 2316:19	2372:22 2492:2	2390:5 2464:14	2454:13 2455:5
2287:5 2348:19	2341:15 2370:3	sheep 2549:10	sides 2426:4	2485:11 2498:14
2352:18 2383:2	2377:21 2379:17	sheer 2143:14	2509:15	similarities
2383:12 2385:8	2446:7 2458:15	sheet 2272:15,15	sign 2150:2 2193:1	2351:15
seriously 2246:5	2471:10 2532:13	2273:3,6 2284:17	2231:12 2239:7	simple 2141:7
2290:20 2382:10	2533:7,19	2286:1	2317:18 2323:12	2184:3 2340:7
2434:10 2463:10	2541:19	sheeting 2345:1	2323:18,19	2365:13
serve 2157:10	sets 2148:9 2209:17	sheets 2272:10	2326:11,16	simply 2141:8
2182:11 2284:8	2416:2 2441:7	2286:18 2474:7	2329:2 2333:17	2143:12,13
2398:19 2400:22	2455:22 2458:10	shelf 2433:4	2435:2	2244:5 2254:18
2405:17,21	2497:21 2523:4	she'll 2372:5	signal 2524:2	2254:19 2259:8
2411:3 2465:22	2529:19	shift 2186:22	signatories 2192:22	2284:2 2286:17
2466:22 2467:2	setting 2152:22	2523:20	2274:3 2350:1	2323:1 2326:16
2474:16 2551:14	2174:3 2314:6	shifting 2467:16	2371:5,13	2326:21 2332:1
served 2340:16	2458:10 2532:13	ship 2358:8 2464:5	2487:20	2404:12
2341:7 2510:2	settle 2302:2	shipped 2253:17	signatory 2170:15	single 2208:14
serves 2246:1	setup 2206:16,18	2404:1	2171:14 2240:12	2209:5 2330:14
service 2137:9,12	2206:20 2233:14	shippers 2140:16	2323:13 2326:16	2392:18 2412:1
2137:18,19	seven 2149:17	2167:17,22	2326:21 2348:5	2464:21 2466:10
2140:5 2148:7	2338:17 2358:13	2219:9	2368:14,18,19	2527:10 2533:1,6
2167:19 2169:20	2426:19 2449:1	shipping 2358:2	2369:9 2370:8,16	singular 2532:10

sir 2139:17 2186:4 2219:3 2236:22 2237:6 2241:18 2242:19 2425:9 2440:11 2441:11 2450:5 2452:20 2507:1 2508:15	sloppy 2259:17 slow 2432:3 2436:14 slowly 2209:16 small 2148:18 2149:13 2157:8 2160:11,20 2161:5 2164:2,11 2169:1 2175:17 2188:14 2193:20 2194:6,18 2220:12,12 2239:17 2244:3 2246:1 2248:21 2250:3,11,12,14 2250:14 2251:6 2260:13,14 2265:6 2266:3,4,8 2266:10 2271:6 2275:6,22,22 2276:21 2289:7 2289:17 2296:8 2299:18,20 2300:18,20 2306:3,4,7 2307:2 2318:17 2319:1 2323:4 2330:11 2330:15 2331:5 2332:1,17 2338:12 2341:7 2342:22 2345:19 2346:19,21 2349:2,11 2350:4 2350:13,21 2352:19 2353:17 2357:21 2358:6 2361:15 2368:6 2375:19 2383:16 2384:14 2399:13 2399:21,22 2430:5 2431:8 2434:15,19 2437:11 2450:3 2463:12 2464:7 2465:22 2468:20 2469:13 2470:8 2474:8 2478:14	2478:17 2483:3 2490:4,10 2514:8 2516:5,5 2517:11 2541:22 2542:1 2542:12 2547:1,5 2548:1 2550:12 2550:14,14 smaller 2156:8 2158:6 2169:9,13 2243:6 2261:10 2261:15 2289:11 2297:18 2302:6 2324:9,16 2333:4 2400:3 2406:13 2466:14 2469:22 smallest 2339:11 small-market 2347:6 2374:13 small-scale 2369:3 2369:10 Snyder 2133:16 2397:10,16 2398:2,8 2412:10 2412:17,21 2425:4 Snyder's 2397:12 social 2511:7 society 2385:9 2416:14 2546:15 soil 2149:8 2259:8 2280:18 2408:1 2468:2,15 2488:17 2546:6 sold 2140:8 2186:15 2188:2 2243:2 2254:1 2338:21 2401:7 2434:22 2441:19 2441:19,20 2479:19,20 2480:2 2490:9 sole 2357:6 solicited 2410:21 solid 2315:14 solidifying 2404:16 solution 2270:11 2297:10 2412:4	2542:6,7,9,18 solved 2449:13 somebody 2227:9 2268:20 2270:5 2288:19 2360:17 2370:6 2446:15 2532:12 2554:20 someday 2260:15 2292:8 someplace 2488:7 somewhat 2279:13 2503:8 son 2309:14 2310:2 2355:22 2356:6 2385:21,22 2387:11 2457:15 soon 2147:3 2152:15 2177:19 2406:6 sorry 2164:13 2210:16 2248:1 2286:19 2298:21 2303:19 2316:5 2320:3 2334:15 2345:3 2366:10 2371:1 2375:9 2385:11,21 2391:12 2417:21 2448:9 2457:22 2459:21 2551:5 sort 2200:20,22 2201:2 2205:20 2207:13,20 2209:12 2210:10 2215:8,20 2223:7 2232:5 2258:9 2299:8 2382:2 2383:8 2384:19 2409:15 2419:21 2531:3 2533:18 2545:7 sorts 2377:17 2382:7 sort-of 2200:9 2232:14 sought 2143:11 2362:14	sound 2147:13 2286:4 2311:19 2341:8 2436:11 2470:17 2475:18 sounds 2279:20 soup 2176:6 source 2150:16 2159:20 2162:17 2240:2 2243:10 2243:12 2249:1 2275:9 2336:4 2347:4 sourced 2481:21 sources 2150:4 2202:8 2344:16 2401:10 2402:18 2403:20 sourcing 2192:19 2199:21 south 2466:12 southern 2301:6 2466:9 Souza 2132:13 2137:17,17 2172:15,16,16,19 2218:13,14,14,19 2219:3 2220:3,19 2222:6 2268:7,8,8 2269:21 2270:7 2270:13 2422:2,3 2422:4 2423:13 2440:4,5,6 2441:8 2442:4 2445:12 2446:8,14 2448:6 2450:4 2530:4,5,5 2531:8 2532:2 2533:4,9,12 2534:3 so-called 2225:12 2389:6 2391:7 speak 2172:11,20 2216:9 2284:12 2322:17 2360:18 2393:22 2448:4 2480:13 2481:14 2481:22 2494:13 2543:8
--	---	---	--	--

speaker 2421:10	specified 2497:19	2339:15 2356:22	standardized	2418:2,7 2419:9
speakers 2407:15	2519:3	2357:3 2373:11	2188:10 2189:4	2424:15 2488:7,8
speaking 2163:6	specify 2518:5	2373:13	2189:10 2209:20	2519:11 2533:19
2170:2 2283:14	speechless 2425:2	sprouts 2181:8	standards 2144:7	2538:7
2332:11 2413:13	spell 2139:12	SQF 2447:14	2145:5,7 2147:18	started 2152:7
2427:5 2428:7	2176:4 2178:11	2448:8,14	2148:8 2149:2,8	2256:5,5 2277:8
2477:1	2236:17 2241:17	squeeze 2293:5	2149:15 2150:1,3	2282:18 2284:1
spec 2211:12	2245:6 2293:22	staff 2332:19	2150:7 2152:21	2287:17 2304:20
specialized 2400:20	2308:21 2337:17	2395:3 2477:17	2162:2,12	2410:7 2450:9
specific 2147:3	2397:22 2425:19	2492:22 2499:10	2166:22 2171:17	2493:15
2163:1 2189:21	2461:22 2509:1,3	2500:10	2171:21 2173:14	starting 2136:12
2196:2 2206:11	2520:5 2534:19	staff's 2491:13	2174:3,6,12	2370:13 2381:20
2207:20 2215:20	2540:15	stake 2500:1	2194:2 2208:17	2418:6
2215:22 2270:18	spelled 2398:2	stakeholders	2208:22 2211:7	starts 2253:22
2273:21 2297:14	2540:16	2170:18 2171:1	2280:4 2286:8	state 2139:12
2300:10,12	spelling 2377:19	2410:16	2310:12 2343:16	2140:17 2148:14
2302:11 2303:17	spend 2142:3	stamp 2503:2	2350:9 2352:2	2148:17 2153:8
2406:22 2407:9	2363:14 2427:4	stand 2149:4	2353:21 2370:11	2172:3 2178:11
2429:18 2430:21	spent 2434:11	2271:8 2290:7	2379:20 2392:5	2201:10,14,15,19
2439:5 2440:16	2457:16 2521:8	2333:22 2448:4	2430:10,12	2202:12,22
2463:17 2465:5	spinach 2151:13	2553:1	2431:12,22,22	2203:4 2204:8
2467:15,19	2175:16 2240:14	standard 2147:14	2432:1 2435:15	2208:4 2212:1
2468:5,13	2303:4 2304:13	2153:4 2160:2,14	2439:22 2443:5	2216:1 2223:9
2469:16 2481:11	2304:15 2311:13	2166:7,10 2182:4	2444:15 2447:5	2224:7 2236:17
2482:12 2489:7,8	2373:11 2386:17	2183:19,21	2447:15,16	2240:8 2241:17
2489:12 2503:18	2457:17 2549:2,5	2184:5,6,10	2449:2 2453:19	2244:1,1 2245:6
2505:7,10	2549:6	2210:4 2211:12	2456:1 2481:10	2249:7 2250:7,7
2513:22 2528:14	spirit 2541:7	2240:5 2349:20	2511:18 2513:7,9	2250:13 2257:9
2529:1 2530:7,16	spoke 2156:19	2379:17 2429:5,7	2514:2 2522:9,18	2267:12 2268:13
specifically	2220:20 2282:2	2429:8,9,20	2523:5,18	2268:18,22
2172:11 2194:15	2284:20	2430:16,17,18	2524:11,13,18	2269:1,7 2270:7,8
2249:7 2272:4	spoken 2426:11	2432:6,11	2529:20 2530:10	2270:12 2282:12
2348:9 2480:14	sponsored 2340:3	2435:16 2436:7	2530:12 2532:3,9	2282:21 2293:22
2488:18 2536:2	sponsoring	2440:9,13,17,19	2532:14,17	2295:6 2297:3,8
2549:16	2414:22	2441:6 2442:3,6,7	2533:17,19,20,21	2300:6,7,16
specification	spray 2256:13	2442:12,17,18,21	2536:16 2551:12	2301:8 2302:3,3
2429:18 2430:21	2272:16 2273:6	2442:22 2443:20	2551:19	2308:21 2311:2
2440:16 2443:3	sprayed 2272:16	2443:21,22	standpoint 2197:1	2331:9 2333:19
specifications	sprays 2273:6	2444:1,9,11,16	2200:10 2228:9	2334:15 2335:6
2189:7 2193:7	spread 2243:5	2445:11,14,15,21	2283:17	2337:17 2340:3
2208:7,19	2295:18 2472:18	2446:6 2448:14	stands 2474:15	2347:11 2358:12
2209:18 2210:15	2472:20	2449:11 2453:16	start 2136:11	2359:16,20
2458:16	spreading 2324:16	2456:3,4,4	2137:1 2205:7	2360:10 2361:11
specifics 2468:7,9	2349:15 2410:9	2458:14 2459:5	2247:14 2257:1	2365:20 2367:20
2468:16 2510:14	spring 2285:5	2493:14 2502:9	2263:1 2278:5	2369:2 2370:20
2521:4,12 2536:4	2304:16,18	2515:20 2532:11	2302:18 2324:16	2397:22 2398:21
2536:10 2537:22	2338:12 2339:1	2532:19	2337:1 2352:1	2406:9 2408:12

2417:5,7 2418:15	2218:16 2220:3	2419:17 2420:13	2290:14,14	2289:20 2291:4
2419:4,7 2422:5	2220:20 2222:13	2422:8 2423:16	2292:2,11	stores 2255:9
2425:19 2426:13	2234:7 2235:7,19	2423:17 2432:9	2321:12,13	2287:9 2289:4,6
2427:1,18	2236:21 2237:5	2443:21 2449:6	2322:10 2323:5	2289:18 2290:5
2432:12 2437:3	2242:1,18,18	2466:9 2468:19	2323:16 2325:6	2338:17 2358:14
2455:8 2461:22	2245:12 2246:18	2472:16,20	2325:10,15	stories 2181:11,12
2462:22 2464:6,9	2246:19,21	2475:18 2498:13	2326:4,10,22	2181:16 2363:16
2466:2 2467:11	2293:12 2298:3	2505:17 2511:2	2327:2,7 2375:4,9	story 2180:6,9,16
2467:20 2469:21	2298:14 2302:8	2512:20 2514:9	2375:10,16	strand 2346:7
2470:6 2471:18	2302:13 2308:7	2536:5 2538:22	2376:3,9,18	Strategic 2186:11
2471:20 2472:9	2309:5,17 2315:1	statewide 2335:12	2378:19 2379:3	strategies 2400:12
2473:3 2480:2,3	2316:20 2320:8	2336:11	2379:11 2380:10	2401:2
2480:20,21	2320:14 2329:10	state's 2512:12,19	2380:16 2498:21	strategy 2369:12
2481:1,11	2337:21 2398:4	2512:20,22	2498:21 2499:6,9	2370:2 2400:9
2482:17,20	2401:19 2414:7	2513:3	2499:13,20	2402:17 2412:2
2483:2 2486:11	2425:8 2438:11	state-based	2500:5,11,17	strawberries
2498:4,13	2454:6 2457:13	2466:14 2467:21	2501:5,8,14,17,22	2253:18 2479:1
2502:16 2505:8	2462:5 2476:11	state-by-state	2503:5,10,16,20	street 2131:17
2505:21 2506:14	2486:11 2508:14	2299:21 2467:6	2504:10,13,20	2449:22
2507:5 2509:1	2519:16 2520:9	2497:17 2498:12	Stenzel's 2138:22	strength 2212:9
2513:10 2520:5	2530:9 2541:4	stating 2299:1	2154:4	strengthen 2152:1
2525:15 2526:5,9	2543:11	2368:9	step 2141:5	2152:4 2543:4
2534:19 2535:18	statements 2176:19	stationery 2347:22	2176:14 2184:12	strengthened
2536:6,20	2233:21 2247:17	stations 2253:12,13	2185:13 2232:3	2213:12
2540:15 2545:11	2366:19 2443:16	statistical 2448:5	2261:22 2262:2	strengths 2191:18
stated 2146:10	2445:20 2482:7	statistics 2149:19	2292:14 2308:6	2213:8
2192:5 2220:4	2484:15	2169:5 2408:6,8	2327:10 2333:11	stress 2433:3
2240:1 2249:2,13	states 2131:1,10	2483:6	2393:20 2406:8	stretch 2299:15
2258:4 2261:8	2132:6 2135:7	status 2391:11	2425:3 2460:17	2466:11
2312:14 2320:13	2137:7 2140:8	2403:5	2486:1,8 2508:12	stretches 2311:3
2323:2 2342:21	2142:17 2149:6	stay 2235:10,11	2519:14 2534:8	stretching 2295:13
2354:10 2355:3	2149:21 2150:5	2242:7 2256:12	2540:1 2551:4	strict 2175:8
2355:17 2360:20	2155:20 2187:1	2281:15 2406:12	2552:8	2390:3
2402:4 2405:1,20	2188:3 2199:22	2447:14	steps 2149:10	strictest 2533:19
2474:20 2486:17	2202:18 2203:7	steer 2312:6	2314:12 2377:17	2533:20
2506:4 2514:21	2203:14 2229:15	2317:22	2378:1,4	strictly 2324:2
2521:21 2541:3	2230:6 2239:9,12	steering 2300:2	steward 2259:5	stringent 2533:7
2542:7 2544:2	2268:11 2269:2,5	Stenzel 2132:20	stewardship	strip 2227:2
statement 2134:3,6	2275:11 2297:6	2133:5 2138:7,7	2541:14	stripes 2409:2
2134:7,8,9,10,11	2297:19 2300:3	2138:20 2139:6	sticker 2241:1	strips 2248:18
2134:13,14,15,16	2305:22 2310:8	2139:13,21	2242:6,10	strive 2551:15
2134:17,18,19	2312:6 2331:6	2154:7 2172:17	stomach 2384:21	strong 2189:1
2139:16 2169:15	2361:20 2398:15	2204:14 2228:20	2457:18	2191:6 2195:12
2171:5 2172:20	2399:1,2 2402:15	2228:22,22	stop 2235:5	2197:14 2209:21
2177:21 2179:9	2403:2 2408:19	2229:6,10,16	2479:21 2545:7	2226:21 2417:13
2186:2,6 2198:11	2410:12 2411:9	2230:3,8 2231:9	store 2222:4	stronger 2475:10
2201:5 2208:10	2416:16 2417:17	2231:22 2290:12	2251:19 2289:4	strongest 2444:18

strongly 2175:18 2189:18 2195:14 2467:18	subscription 2338:15	suppliers 2189:14 2193:10 2201:20 2202:17 2204:16 2310:6 2389:5	2496:7,17 2536:9	2541:9
structure 2191:14 2197:19 2343:13 2363:18,20 2376:1 2424:2 2464:22 2465:7 2466:3 2479:6 2507:12	subsequent 2206:2 2206:19	supplies 2204:10 2324:13,13,22 2325:12	sure 2135:18 2157:3,7,9 2158:15 2159:16 2159:22 2160:20 2160:21,22 2172:9 2173:11 2179:22 2184:17 2185:4 2216:7 2224:9 2228:14 2236:21 2250:12 2252:5 2256:22 2259:3 2266:21 2272:2 2278:1 2280:14 2281:17 2299:19 2307:9 2308:9 2325:6 2326:17 2331:22 2334:16 2383:11 2384:1 2393:12 2394:19 2408:10 2435:2 2439:4 2491:7 2493:19 2495:20 2520:6 2549:19	Suzanne 2132:14 2137:20 2143:3 2165:17 2265:2 2305:6 2373:20 2489:18 2516:3 2539:8 2550:7
structured 2501:2	subsequently 2146:22	supply 2140:4 2167:16,21 2209:9 2218:1,3 2283:14 2312:19 2319:9 2325:3 2403:19 2471:9 2522:4	swear 2178:3 2235:17 2329:12	swell 2534:19
structures 2367:3 2424:13 2470:4 2473:2	success 2463:22 2467:9 2471:22 2513:13	support 2140:13,18 2141:11 2142:13 2175:21 2246:8 2246:11 2294:21 2354:5 2363:3 2369:21,21 2379:6 2403:13 2406:3 2411:7 2415:3 2422:9,11 2426:14 2436:19 2439:20,22 2469:18 2484:5 2497:4,14,15 2500:14,19,22 2501:18,20 2524:9 2541:16	sweet 2253:19 2479:1	sworn 2139:7 2178:7 2234:4 2236:12 2241:12 2245:1 2293:17 2308:16 2329:16 2337:12 2397:17 2425:14 2461:17 2508:18 2519:22 2534:14 2540:10
struggling 2384:3 2472:8	successful 2466:5 2469:12 2472:2 2474:5	supported 2330:14 2399:12 2403:8 2426:19	syndicate 2406:18	system 2142:11 2144:14 2153:3 2153:13,16 2159:14 2183:15 2184:16,22 2209:7 2377:7,8 2377:21 2404:21 2405:8 2411:8,20 2417:14 2422:8 2423:6 2429:21 2430:1,8,9,18 2431:5,6,9,15 2432:3,5,10,14 2438:12,13,13,18 2439:1,7 2440:15 2442:9 2443:11 2444:14 2445:22 2446:1 2447:4,5 2448:3,13,16 2449:16 2453:13 2455:15 2464:1,1 2465:8 2466:20 2469:3,22 2472:22 2475:9 2475:16,22
studies 2345:16 2451:14	suffers 2369:13	supporting 2186:20 2370:11 2403:3 2427:12 2429:4	surely 2209:16	
study 2180:15 2379:9 2384:10 2436:13 2553:21	sufficient 2148:5	supportive 2175:19 2197:1 2502:7	surface 2464:15	
stuff 2363:14 2418:19	suggest 2175:18 2193:8 2226:5 2424:12 2471:5	supports 2195:2 2222:14 2422:6 2433:16 2457:6 2501:9,11 2503:11	surfaced 2426:10	
style 2214:19	suggested 2193:17 2311:21 2547:16	suppose 2229:18	surge 2175:5	
subcommittees 2215:3,5,18 2249:16	suggestion 2195:2 2224:1 2282:21 2322:15	supposed 2176:21 2214:2 2278:7	surprise 2162:17	
subdivide 2407:19	suggestions 2322:2 2416:8 2515:14 2530:15 2541:17		surround 2510:15	
subdivides 2466:6	suit 2444:18		surrounded 2464:13	
subdivisions 2407:21	suitable 2470:2 2498:11 2501:2		surrounding 2246:2 2398:15	
subject 2135:22 2234:5,14 2349:8 2419:19 2433:2 2433:10	summarize 2437:6		survey 2346:10 2388:9,16,18	
subjected 2196:17 2516:18	summarized 2142:6		Susan 2168:12	
subjective 2445:15	summer 2304:16 2305:2 2340:1		susceptible 2531:6	
submit 2141:13 2234:10 2403:12 2405:21 2419:12	super 2386:20 2389:6,15,20 2391:8,14		suspicion 2417:3	
submitted 2154:19 2249:7 2401:20 2477:12,18 2497:7	superior 2443:19 2444:4		sustain 2330:10 2545:8	
subscribers 2221:14	supermarkets 2407:10		sustainable 2340:4 2340:17 2398:9 2410:18,18 2413:15 2414:20 2415:4 2520:17	
	supervision 2189:2			
	supplements 2150:6			

2479:7 2496:6,8 2496:21 2502:22 2541:20 systems 2148:16 2341:7 2399:9 2404:7 2420:4 2447:11,13 2449:10 2471:16 2545:2,3,5,6,7 2551:13,14 S-C-H-A-C-H-T 2462:3 S-C-H-R-O-C-K 2245:9 S-N-Y-D-E-R 2398:2 S-T-E-N-Z-E-L 2139:14	2412:3 2425:7 2432:10 2444:5,9 2459:4,7 2460:21 2461:3,8 2463:9 2471:6 2508:14 2509:9 2528:2 2537:4 2542:14 taken 2184:13 2187:11 2253:21 2314:12 2377:17 2378:4 2379:8 2382:10 2442:1 takes 2313:3 2349:11 2442:12 2523:13 2542:19 talk 2162:22 2167:5 2169:17 2201:10 2205:10 2233:12 2290:20 2301:10 2384:7 2427:10 2429:6 2430:20 2431:3 2432:16 2452:7 2479:7 2493:5 2502:13 talked 2177:11 2200:11 2205:3 2261:8,13,22 2377:4 2381:7 2507:12 talking 2142:4 2223:8,12 2232:7 2247:8 2323:6 2330:20 2405:13 2405:15 2406:15 2424:6 2430:21 2433:1 2456:22 2460:5,5 2488:19 2496:1 talks 2192:11 2551:13 tangible 2401:8 target 2473:4 targeting 2221:8 task 2509:13,16 2524:7 2530:21 tatamountly	2226:4 taxes 2440:14 taxpayers 2394:20 team 2267:12 2282:11 technical 2163:4 2197:2 2205:5 2214:5 2215:3,9 2215:19 2216:4 2249:15,16 2299:17 2315:18 2352:3 2360:3 2364:21 2527:4 techniques 2225:13 2256:1 2400:21 2515:12 technology 2186:12 2212:4 television 2182:20 tell 2174:6 2211:5 2225:18 2231:1 2237:10 2270:17 2287:18 2295:21 2305:20 2336:13 2386:19 2410:1 2439:14 2451:11 2453:5 2492:6 2528:3 2547:3 2552:10 telling 2394:14 tells 2296:17 2411:22 temperature 2252:16 temperatures 2485:15 temporary 2346:7 ten 2362:7,9 tend 2465:18 2479:17,18 2485:1 tendency 2289:22 tending 2286:15 tends 2279:10 tenets 2190:22 2542:11 tension 2390:18	term 2157:16,19 2214:1 2263:9 2301:2 2358:9 2361:17 2379:2 2389:14,18 2390:3 2404:5,17 2433:20 2441:10 2465:14 2486:11 2486:14 2487:13 terminology 2203:13 2250:12 2389:11 2485:2 terms 2157:12,14 2157:20 2161:12 2164:11 2170:16 2216:17 2217:17 2224:9 2228:7 2322:2 2401:12 2414:16 2418:2,3 2441:21 2451:11 2459:22 2479:7 2527:17 2530:22 2531:17 2538:2 testified 2139:8 2178:9 2185:22 2225:8 2236:14 2241:14 2245:3 2293:19 2308:18 2329:18 2337:14 2397:19 2425:16 2461:19 2477:14 2508:19 2520:2 2534:16 2540:12 2546:22 2552:13 2552:16 testify 2135:21 2136:14 2141:18 2177:2,5,16 2233:8 2235:3,9 2238:12 2283:11 2292:20 2320:21 2327:12,14,18 2330:1 2351:3 2450:10 2451:8 2477:21 2478:1 2507:7 2509:7 2524:20 2554:20	testifying 2176:12 2177:19 2185:12 2194:21 2290:17 2292:14 2308:5 2327:10 2336:22 2354:8 2397:6 2415:18 2450:22 2451:1,5 2462:18 2508:12 2543:10 testimonies 2249:18 2510:13 testimony 2135:18 2135:20 2138:22 2153:21 2154:4 2154:16 2156:18 2159:1 2160:9 2161:22 2163:11 2172:3 2179:12 2180:10 2182:5 2183:6 2192:5 2196:9 2199:3,6 2203:16 2204:20 2205:3 2208:4 2212:2 2214:15 2216:9 2233:22 2234:3,5,8,13 2235:6,8 2244:19 2247:13 2250:6 2275:6 2283:12 2288:16 2298:14 2299:1 2306:19 2308:11 2315:10 2332:10 2337:6 2346:12 2356:11 2356:20 2362:9 2365:20 2366:18 2368:4 2375:6 2380:21 2381:17 2385:19 2386:13 2387:18 2388:1,3 2388:14,20 2389:1,15 2397:12 2412:11 2424:22 2425:4 2434:7 2452:6 2456:13 2460:18 2461:11 2463:20
---	---	---	--	---

2476:22 2478:2,5 2479:5 2480:1 2503:22 2504:14 2504:15 2505:3 2507:12 2509:14 2510:6,10 2512:16 2519:14 2520:21 2521:5 2525:1 2535:2 2537:8,20,21 2540:1,5 2544:1 testing 2267:16 2281:8 Texas 2155:22 thank 2136:17 2138:1,19 2139:20 2154:15 2163:10 2165:14 2168:7 2172:13 2176:8,13 2179:15 2183:5 2185:7,12,16,19 2186:8 2199:3 2218:10 2220:19 2222:7 2224:15 2225:1 2228:16 2231:22 2232:13 2240:20 2244:16 2244:18 2246:13 2247:12 2259:20 2264:19 2268:4 2270:13 2274:13 2279:3 2283:2,10 2284:12 2288:9 2288:13 2290:11 2290:16 2292:11 2292:13,14 2297:19,21 2298:1,2,13 2304:6 2305:3 2306:8,10,17,18 2308:2,5 2309:10 2314:15,17 2315:9 2319:19 2321:7,8 2327:8 2330:2 2332:3,4,9 2334:4 2336:17	2336:22 2338:3 2356:9,20 2368:7 2372:18 2373:15 2374:16 2375:5 2379:10 2380:16 2380:17,20 2385:15,17,19,20 2393:16,19,21 2397:5,7 2412:7 2412:20 2421:8 2421:12 2422:3 2424:16,21 2425:4 2436:20 2438:2,3,8 2440:2 2440:5 2448:6 2450:4,5 2451:16 2451:20 2452:5 2456:9,12 2460:14,16,18,19 2462:10,10 2476:7,22 2479:4 2483:10 2489:15 2491:20 2498:22 2504:20 2505:2 2507:10 2508:6 2508:11 2509:5,9 2514:4,12,13,20 2515:22 2517:2 2518:21 2519:12 2519:13 2520:12 2521:1 2524:19 2524:21 2530:1,2 2530:6 2534:3,7,9 2535:11 2537:6 2537:19 2539:5 2539:17,22 2543:6,7,9,19 2544:1 2546:18 2548:14,15 2550:3,15,17 2551:1,3 thanks 2176:11 2327:9 2373:16 2373:16 2374:18 2384:6 2397:2,4 2437:21 2458:4 2552:6	theme 2463:20 themes 2463:16 they'd 2326:21 thing 2136:20 2175:3 2234:16 2237:19 2251:16 2256:15 2259:15 2261:19 2264:6 2265:14 2271:5 2280:1 2286:12 2291:9 2323:16 2323:19 2391:13 2392:8,10 2395:3 2406:13 2408:14 2408:15 2432:2 2432:19 2448:17 2477:1 2504:3 2512:18 2539:3 things 2161:2 2176:1 2191:22 2209:10,14 2211:8 2212:8,19 2213:10 2214:16 2219:9,10 2220:2 2223:19,19 2224:14 2226:5 2227:6 2233:19 2235:5 2237:17 2248:19 2252:15 2252:16 2253:9 2253:14 2257:16 2263:22 2267:10 2274:5 2301:7 2302:22 2304:3 2307:3 2335:5,21 2336:14 2357:18 2377:3,16 2382:7 2387:21 2389:3 2390:5 2391:3 2402:11 2403:13 2403:15 2416:17 2419:18 2429:10 2429:10 2484:19 2552:17 think 2135:11 2136:18 2146:6 2151:2 2158:7	2159:10 2162:16 2166:4,11 2167:2 2169:3,4 2170:6 2171:1 2172:21 2173:1,3 2175:20 2177:8 2183:12 2200:20 2202:13 2203:15 2204:8 2205:15 2206:17 2207:10 2208:22 2210:8,19,20 2211:6,14,16 2212:7,18 2213:8 2214:4,14 2219:9 2220:22 2221:6 2221:16,20 2222:22 2223:19 2224:2,4 2228:4 2230:14,18 2231:17 2233:1 2235:13,15 2257:8,18 2258:15 2262:8 2263:8,9 2264:17 2265:2,14 2266:11 2267:17 2268:16 2278:16 2278:22 2281:6,8 2281:13 2288:22 2289:20 2290:22 2291:6,9,11 2314:9 2321:3 2322:18 2324:8 2328:5 2336:7 2350:7 2354:12 2354:17 2360:4,5 2361:9 2362:18 2362:18 2363:5,6 2363:9,19 2365:3 2366:17 2367:1 2367:11,18 2373:12 2375:22 2377:6,8,15 2378:10,13 2381:19,21 2383:2,9 2384:9 2384:21 2385:7	2386:2 2393:10 2394:21 2395:11 2395:16,17,20 2402:6,12 2404:3 2405:14 2408:11 2409:13 2410:3 2411:9 2416:4,13 2418:1,3,3,18 2419:8 2420:7,9 2421:6 2422:12 2422:17 2423:1 2423:10,18,21 2424:12 2427:22 2431:9,10 2432:3 2433:12,20 2434:9 2435:11 2436:1 2439:16 2454:10 2457:3,6 2486:13 2494:1 2495:1 2506:10 2513:21 2517:13 2517:17 2525:19 2526:1,9,12 2528:11 2529:17 2530:19,21 2532:4 2533:13 2534:1 thinking 2258:14 2402:8 2409:21 2410:7 2418:2,7 2424:15 third 2135:9 2166:15 2186:17 2429:12 2470:15 2523:6 third-generation 2309:14 third-party 2210:2 2251:9,14,21 2313:18 2426:7 2431:18,20 2443:4,12 2449:9 2490:13 Thomas 2133:5 2139:6,13 thorough 2404:8 thoroughly 2500:4
--	---	---	---	--

thought 2158:13 2164:13 2222:20 2282:22 2383:2 2385:8 2421:10 2517:10 thousand 2550:10 thousands 2434:15 2434:19 threat 2419:17 2471:4 2489:6 threatens 2412:5 three 2143:6 2145:6 2151:13 2163:11 2177:9 2177:12 2180:9 2180:15 2216:9 2223:6 2235:15 2236:8 2247:13 2265:1,4 2268:10 2275:18 2282:9 2282:19 2287:6 2289:20 2292:15 2295:4 2301:8 2304:1 2332:18 2346:7,8,18 2368:3 2387:8 2429:9 2437:19 2510:5,6 2521:19 2548:10 three-person 2235:16 threshold 2517:21 thriving 2541:22 throats 2152:6 Throw 2519:10 thrust 2380:5 Thursday 2278:17 tied 2419:15 tier 2244:2 2250:8 2250:9,10,15 2251:11 tiered 2469:22 tiers 2250:19 2470:2 Tiffany 2133:13 2329:15,20 time 2147:20	2151:15 2170:10 2173:9 2194:15 2199:18 2210:9 2224:13 2235:12 2264:1 2277:20 2284:7,9 2285:18 2288:10,14 2292:7,8 2301:20 2304:5 2305:10 2319:5 2331:19 2350:20,21 2387:7 2392:18 2393:14 2408:7 2417:4 2424:3 2427:5,19 2428:3 2429:15,16 2432:3 2434:11 2451:18 2452:15 2454:21 2471:6 2474:9 2494:5 2497:8 2499:21 2503:18 2507:20 2511:1 2515:19 2522:14,20 2524:5 2535:12 2537:4 timed 2356:2 times 2269:14 2273:7 2284:5 2301:5 2316:10 2324:11 2325:22 2393:5 2399:18 2488:21 timing 2322:2 2350:10 tired 2285:20 today 2136:2 2143:20 2146:9 2146:15 2147:17 2151:12,20 2179:18 2180:6 2180:14 2189:13 2212:21 2224:22 2247:20 2267:13 2281:15 2283:11 2283:18 2292:5 2303:5,12 2304:5	2306:19 2317:12 2325:11 2330:3 2380:21 2385:19 2393:22 2401:18 2403:7 2404:5 2405:15 2406:10 2409:16 2415:22 2426:6,9,10,12 2427:10 2428:11 2451:1 2457:19 2460:5 2462:18 2463:20 2464:17 2477:2 2482:7 2494:13 2497:22 2504:14 2509:14 2510:7,10 2520:21 2521:14 2523:17 2537:21 2540:22 2541:18 2543:8 2547:8,19 today's 2136:8 toil 2239:5 toilets 2253:13 told 2177:9 2330:17 2500:13 Tom 2132:20 2138:7,20 2139:21 2228:22 2290:14 2321:12 2375:9 2410:5 2428:19 2498:21 tomato 2441:3,4 tomatoes 2180:17 2181:8 2430:3 2431:7 2435:1,19 2479:2 2528:19 2531:11 tool 2192:13 2352:12 2494:20 2524:6 tools 2161:15 2194:17 2485:4 top 2142:6 2272:12 2420:8 2449:8 tort 2496:14 total 2135:11,12 2175:15 2187:1	2229:15 2277:1 2289:11 2346:2 2354:17 totally 2153:11 2303:5 touch 2256:19 2401:10 touched 2201:4 2204:21 towels 2253:12 town 2396:19 towns 2289:17 township 2301:11 toxic 2345:10 to-farmer 2398:17 trace 2238:6 traceability 2185:4 2255:1 2401:6 2493:12 traced 2258:17 trace-back 2184:16 2185:4 track 2427:21 2454:22 tracking 2184:16 tractor 2287:6 Tractor-trailers 2276:16 trade 2140:2 2186:13 2200:14 2219:21 2223:14 2229:12 2410:15 2434:4,4,21 2436:16,17 2450:2 traditional 2342:13 trailer 2287:7 train 2432:4 2436:14 2447:17 trained 2430:13 training 2340:3,5 2472:4 trainings 2339:21 transparent 2197:11 2342:4 2351:22 2353:22 transportation	2243:11 2408:2 traumatic 2356:7 travel 2265:9,10,22 travels 2433:19 treated 2273:5 tree 2345:5 trees 2547:11 tremendous 2148:10 Tremendously 2258:13 trend 2277:13,15 2277:21 2400:10 trends 2151:10 2336:14 trial 2555:5 tried 2160:8 2228:1 2284:5 2387:4 2488:22 2526:9 tries 2294:22 trips 2435:7 trite 2436:11 trouble 2278:19 troubling 2466:20 2503:21 truck 2433:7 trucks 2290:4 true 2445:20 2489:5 truly 2143:11 2318:6 2353:22 2428:1 2432:5 2436:1 2471:14 2511:7 trust 2150:18 2377:5 2416:21 2423:4 truth 2257:11 try 2153:14 2177:16,17 2181:18 2202:11 2212:21 2213:1 2221:17,22 2226:19 2228:8 2232:4 2236:1 2286:3 2305:12 2384:4 2447:21
---	---	---	---	---

2459:17 trying 2164:1 2174:4 2221:6 2224:3,4 2270:6 2281:15 2283:9 2289:21 2312:17 2323:2 2350:22 2363:15 2371:3 2376:20 2386:2 2387:9 2402:16 2408:15 2447:15 2447:16 2451:7 2459:2 2460:2 2480:8,8 2495:11 2495:11,12 2496:12 2497:13 2526:1,17 Tuesday 2131:14 2278:17 tuna 2181:6 turn 2182:21 2255:2 2274:17 2306:13 2328:2 Turner 2540:22 2541:3,4,22 2542:3 2543:1 2545:4,14,18 2546:9 turns 2487:10 Twin 2338:18 2339:12,17 2351:8 two 2142:18 2144:7 2157:12,14 2161:21 2172:20 2202:21,22 2203:3,13 2223:5 2233:19 2234:20 2238:7 2240:22 2240:22 2248:3 2251:12 2268:17 2292:18 2296:8 2313:19 2339:2 2343:3 2354:21 2361:20 2365:20 2366:8 2368:15 2402:14 2416:2	2419:17 2422:13 2434:9 2435:7 2437:13 2439:9 2447:1 2458:21 2461:4 2477:15 2479:5 2486:10 2488:12 2549:21 2552:17 2553:16 2554:22 two-step 2183:18 two-tiered 2376:6 type 2167:7 2184:15 2190:1 2212:12 2262:19 2333:7 2359:2,2 2373:2 2379:4 2423:13 2441:14 2474:10 2480:16 2482:9 2486:3 2493:10 2496:17 2501:10,15 2504:3 2539:14 types 2145:11 2161:2,14,15 2212:19 2213:10 2219:9 2220:2 2224:14 2225:15 2227:6,7,22 2228:3 2331:21 2408:1 2470:3 2478:20 2480:5 2487:13 typical 2288:20 2303:21 2345:22 typically 2304:15 2305:2 2333:1 typing 2408:5 typo 2517:14 T-I-F-F-A-N-Y 2329:21 U UC 2344:19 UFPA 2143:15 Uh-huh 2396:8 2415:10 2421:13 2439:12 2499:8	2499:12 2538:1 ultimate 2287:2,3 2365:11 ultimately 2200:20 2206:15 2348:6 2364:3,9 unable 2542:13 unacceptable 2325:4 unassuring 2506:4 uncertainty 2348:17 unclear 2465:15 2486:12,16 2487:2,8 uncommon 2326:9 underestimate 2151:11 underlying 2406:20 underneath 2249:16 2549:5 understand 2184:18 2206:22 2235:11 2247:21 2248:2 2262:8 2283:9 2288:18 2295:8 2298:15 2315:18 2321:22 2326:15 2362:15 2371:3,4 2372:17 2385:22 2389:13 2393:7 2403:18 2415:13,16,21 2440:19,20 2441:2 2442:4,17 2459:13 2460:3 2468:20 2470:21 2472:7 2487:12 2495:11,12,21 2496:12 2511:22 2515:3,10 2529:4 2529:5,7 2532:21 2541:19 2551:19 understanding 2163:18 2207:4 2214:1 2215:1	2248:13 2249:2,6 2249:10,17 2250:21 2252:13 2262:4 2271:16 2273:12 2274:2 2291:8 2299:9 2300:13 2315:15 2316:13 2348:18 2350:12 2364:2,5 2389:18,19 2403:20 2420:18 2420:21 2438:11 2471:11 2486:13 2487:17 2495:13 2495:15 2496:18 2500:18 2506:17 2506:18,20,21 2507:14 2538:4,6 2538:13 2541:11 understands 2446:3 understood 2249:11 2252:6 undertaking 2473:8 undoing 2353:10 unfairly 2295:3 2297:13 2302:10 unfamiliar 2279:13 unfolds 2303:11 unfortunate 2240:15 2417:6 2468:6 unfortunately 2145:8 2179:16 2387:6 2443:6 2492:20 uniformly 2287:7 unintended 2325:9 unintentionally 2297:17 Union 2330:3,13 2331:13 2336:9 unique 2318:3 2378:3 2514:1 United 2131:1,10 2132:6 2135:7	2137:7 2138:8,11 2139:22 2140:1,8 2149:21 2150:5 2167:6 2182:12 2187:1 2188:2 2200:19 2209:1 2228:22 2229:14 2230:5 2290:15 2297:18 2300:3 2310:8 2321:13 2331:6 2375:10 2399:1 2403:2 2411:9 2422:8 2432:9 2449:6 2498:22 2511:2 2514:9 2536:5 2538:22 units 2411:4 universe 2430:1 universities 2360:3 university 2239:8 2282:12,21 2359:19,21,21 2360:10 2361:11 2427:2 2451:12 2451:14 University's 2340:3 2359:16 unnecessary 2537:3 unquote 2207:19 2402:3 unrealistic 2470:21 unreasonable 2224:12 unsafe 2192:9 unscientific 2407:20 unspecified 2409:9 untreated 2273:5 unusual 2335:1 2350:18 updated 2226:18 upfront 2475:10 upgrade 2360:14 upper 2340:15 2345:15 2346:5
---	---	--	--	--

2355:10	2476:19,21	valid 2181:17	2409:11 2410:14	vested 2266:21
upstream 2172:11	2483:14 2492:3	2430:6 2431:9	2509:18 2510:4	viable 2244:14
2217:20	2514:4,18,20	2432:6,13 2436:4	vegetables 2131:9	2401:1 2473:1
uptight 2457:22	2516:2,20 2517:5	2440:1 2445:21	2135:6 2140:7	vibrant 2543:3
upward 2277:15	2520:19 2522:5	2447:7 2448:3	2186:15 2187:2	vibrate 2136:17
up-to-date 2272:3	2524:8 2525:8,10	2449:1 2453:13	2229:11 2237:15	Vice 2138:10
urge 2524:8	2530:5 2537:17	2455:15	2238:14 2242:22	2182:11 2186:11
usage 2468:1,14	2537:19 2539:7	validated 2429:15	2243:2 2244:10	view 2406:13
2484:22	2539:19 2543:1	validity 2449:11,16	2275:10 2276:9	2428:12 2435:14
USDA 2133:2	2543:17,19	2449:21	2282:1 2294:8,15	2440:22 2444:16
2135:22 2137:3	2548:18 2550:6	Valley 2159:11	2310:4,7 2312:19	2448:3 2453:6
2137:12,15,17,21	2551:12	valuable 2222:19	2338:22 2347:14	2463:21
2140:10,20	USDA's 2291:1	2344:4	2348:5 2353:10	views 2412:8
2141:8,11 2143:2	USDA-AMS	value 2141:3	2358:4 2368:13	2510:12
2148:12 2149:19	2194:12	2319:15,17	2399:8,8 2402:2,4	vigorous 2351:6
2153:7 2154:6,11	use 2153:3 2159:18	2431:2	2403:11 2406:1	Villsack 2553:13
2154:15,19	2160:3 2161:1,14	variances 2466:7	2438:15 2467:18	Vilsack 2410:5
2166:16 2167:2	2192:11 2243:10	variation 2209:4	2489:21 2511:9	Virginia 2418:16
2168:10 2169:5	2243:11 2249:1	variations 2160:1,5	2518:4 2522:2	2418:17
2172:16 2182:4	2251:12 2255:16	2295:11	vegetated 2227:1	virtually 2443:1,7
2182:22 2183:3,5	2256:1 2296:9	varies 2169:3	2367:15	2444:5 2448:16
2189:3 2191:18	2348:12 2352:11	2258:2	vehicle 2149:22	2463:3
2194:8 2198:11	2361:17 2409:7	varieties 2509:20	2428:9,13,22	visit 2258:5 2278:7
2198:17 2199:2	2414:13 2419:4,6	variety 2188:18	2433:13 2436:18	2333:11 2335:2
2201:16 2207:6	2423:20 2436:10	2384:8 2406:5	2438:17 2454:21	visiting 2275:16
2218:14 2222:11	2464:15,17	2407:22 2462:17	2455:17 2459:17	visits 2334:20,22
2234:17 2247:6	2467:13,15,16	2518:4 2523:19	2460:6,13	vital 2511:11
2247:10,12	2469:8 2475:17	various 2141:19	venue 2360:21	2542:2
2264:22 2266:3	2485:4,12	2400:18 2414:9	venues 2400:4	vitality 2224:8
2268:8 2270:16	2488:10 2493:6	2414:13 2421:2	verifiable 2189:22	2524:3
2298:9,11,13	2496:2,9 2502:2	2466:3 2469:4	2196:2	vitamins 2180:18
2304:10 2315:5,7	2505:11	2470:2,2,4,5	verification	voice 2143:17
2315:9 2320:6	uses 2252:3 2423:7	vary 2196:3	2201:17 2209:22	2262:6 2362:3
2332:7,9 2343:17	2495:16 2496:3	2463:17 2464:4	verifications	2500:3
2355:18 2356:17	usual 2446:22	2467:12 2473:2	2164:21	voiced 2173:22
2356:19 2364:20	usually 2270:5	varying 2214:18	verified 2202:3,4	2521:5 2529:18
2366:7 2372:21	2274:7,12	vast 2140:7	2218:6	voices 2382:9
2373:19 2394:11	2304:16 2325:20	2471:10 2514:8	verify 2328:6	volume 2142:21,22
2403:13 2410:3	usurp 2174:4	vegetable 2137:13	versed 2503:9	2143:10 2147:19
2411:2 2412:16	US-based 2171:13	2137:19 2151:15	versus 2203:22	2149:20 2150:6
2412:18,20	utilize 2463:13	2155:21,22	2220:12,13,14,15	2158:5,12
2417:1 2422:4,19	utilized 2189:5	2182:16 2229:15	2255:4 2266:4	2164:10 2168:19
2422:20 2423:11	utmost 2281:19	2275:5 2294:6	2441:15 2467:16	2169:4,7 2229:7,8
2431:22 2436:22		2310:15 2338:8	2471:17 2483:4	2229:18,21
2438:1,3 2440:6		2338:13 2339:9	2533:1	2230:4 2287:19
2465:8 2474:4	V	2351:6 2357:20	vertical 2466:12	2313:15 2402:2
2475:6,10	vague 2358:9,9	2364:7 2395:4	vertically 2406:17	2465:22 2466:1
	2505:16 2506:3			

2473:5 2502:16 voluntarily 2230:20 2231:20 voluntary 2140:19 2141:14,16 2142:2 2152:8 2231:10,15 2239:1 2355:16 2404:20 2523:12 2525:17 vote 2206:12,15 2230:12 2402:5 voted 2143:13 2283:21,22 voting 2206:12 2220:2	2269:19 2272:14 2278:5,9 2286:11 2292:16 2301:13 2301:14,14,17 2307:8 2309:5 2314:18 2316:8 2320:14 2331:4 2331:22 2337:21 2355:21 2366:11 2368:22 2374:2 2385:20 2398:3 2410:1 2417:18 2419:14,14 2428:10,18 2432:5,15 2433:22 2460:3 2462:5 2472:14 2477:1 2492:22 2507:8 2509:9 2514:2,4 2517:15 2518:2 2529:20 2535:6 2539:13 wanted 2165:10 2175:2 2179:15 2233:19,20 2288:17 2320:6 2373:1,21 2386:5 2450:8 2454:8 2516:3 wants 2255:6,6 2327:16 2352:11 2422:22 2554:20 ward 2281:5 warrant 2310:11 warranted 2311:14 wash 2256:18,21 2377:13 washing 2253:12 2253:13 2281:22 2319:16 2395:4 2395:20 2433:8 Washington 2178:17 2179:3 2179:10 2180:6 2180:13 2182:13 2185:11 2338:10 wasn't 2355:8	watch 2141:8 2232:12 2554:6 watching 2177:18 water 2145:2 2149:7 2159:13 2159:18,21 2160:3,20 2226:2 2232:12 2267:16 2281:2,2 2311:5 2344:17 2345:1 2464:15 2468:1 2468:14 2471:4 2484:22 2554:6 waters 2380:8 watershed 2344:13 2408:9 2418:6,13 watersheds 2408:12,18 way 2144:19,22 2145:13 2169:12 2170:20 2171:11 2174:5 2183:11 2184:3 2192:10 2205:20 2212:6 2216:4 2219:13 2220:9 2234:2 2235:18 2236:1 2248:16 2251:6 2251:21 2252:3,8 2253:5,9 2255:6 2257:8,20 2258:18 2278:9 2291:5 2299:10 2299:15,22 2317:20 2324:19 2353:5 2355:12 2360:22 2403:13 2403:14 2419:9 2439:19 2470:13 2481:5,12 2485:7 2497:17 2500:11 2501:1,22 2502:21 2507:21 2521:17 2524:1 2525:12 2530:13 2532:5 2541:9 ways 2226:6 2261:9	2294:9 2375:22 2401:8 2403:7,22 2415:4 wayside 2324:18 wear 2339:18 weather 2345:2 website 2179:3,10 2180:5,7 2348:13 2369:17,19 2489:8 websites 2347:22 Wednesday 2278:17 week 2136:10 2254:1 2276:11 2276:12,15 2278:18 2513:18 2553:10 weeks 2234:10 2304:1 2363:14 2387:9 2510:11 2548:10 2553:14 Weirs 2310:5 welfare 2418:9 wells 2145:1 2159:12 well-being 2524:19 well-crafted 2211:7 well-intentioned 2511:19 went 2377:20 2477:17 weren't 2299:7 2446:21 2497:22 West 2418:16 Western 2138:3,5 2186:12,12 2187:6,7 2188:9 2188:19 2191:11 2193:20 2195:1,9 2196:8,22 2208:12,13 2209:1 2219:22 2222:14 2225:7 2228:10 2229:2 2230:2 2283:8 2306:18 2385:18	2452:4 2505:1 2511:13,17,22 2513:11 2517:9 2536:3 wetland 2344:12 2367:9 wetlands 2344:21 2345:8 2386:8 2387:20 we'll 2177:2,7,17 2233:3 2235:22 2244:20 2293:2 2293:10 2304:1 2328:5 2329:3,4 2437:3 2461:4 2509:6 we're 2135:4 2158:19 2170:19 2174:4 2187:13 2210:8 2221:6 2226:13 2228:14 2231:17 2235:15 2262:20 2264:10 2266:17 2269:6 2275:22 2280:16 2280:16,17,20 2281:15 2285:20 2289:16 2291:17 2314:13 2324:22 2325:22 2327:13 2329:5,8 2337:3 2358:10 2376:19 2376:20 2378:6 2385:10 2386:2 2390:20,21 2394:18 2405:13 2406:15 2408:13 2408:15 2415:3 2416:13 2424:6 2430:20 2439:16 2441:22 2453:8 2455:13 2459:21 2460:5,5 2499:14 2501:6 2515:19 2520:15 2528:19 2532:22 2545:17 2553:11 2555:3
---	--	---	--	---

we've 2135:9	2392:15 2550:13	2210:19 2212:7	2338:1,3 2354:9	2440:3,11
2136:12 2141:19	willingly 2230:20	2213:16,20	2357:1,3,6,10,14	2441:11 2442:10
2187:11 2209:14	wind 2345:3,5	2214:3 2215:6	2358:16,21	2445:18 2446:12
2228:1 2262:22	windbreaks	2216:14 2217:12	2359:4,13,17,20	2446:17 2448:9
2278:22 2286:18	2211:10	2218:18 2219:1,4	2360:5 2361:4,9	2450:5 2451:3,9
2290:2,3 2302:15	Wisconsin 2295:13	2220:7 2221:3	2362:7 2363:5	2451:13,17
2303:21 2305:1	2311:4 2338:11	2222:22 2224:22	2364:5,13,16,19	2452:10,14,20
2308:6 2330:14	2351:8,18	2225:17 2227:15	2365:6,12,17	2453:4 2454:4,16
2377:3 2478:9	2437:14 2466:11	2229:5,8,12,19	2366:4 2367:10	2455:11 2456:7
whatsoever 2504:5	wise 2146:6	2230:7,13	2367:16,20	2456:18 2457:12
whichever 2235:21	2172:21 2404:10	2231:16 2234:22	2368:7 2369:8	2458:4,8,12,21
white 2272:22	wish 2181:10	2235:15 2236:13	2370:17,22	2460:12,16
2273:1 2286:10	2405:4 2436:12	2236:18 2237:6,9	2371:9 2372:4,7	2461:9,18 2462:2
2459:9	2502:18 2520:9	2240:17 2241:5	2372:11,16	2462:7,10 2477:3
whoever's 2281:18	wishes 2484:5	2241:13,19	2373:7,16 2374:4	2478:4,11,16,21
wholesale 2260:9	withdraw 2459:22	2242:8,20 2245:2	2374:15,18	2479:12,22
2294:10 2307:8	witness 2138:18	2245:8,18	2375:14,20	2480:13,18,22
2307:12,15	2139:8,13,17,20	2293:18 2294:1,4	2376:8,10 2377:6	2481:5,19 2482:4
2310:9 2326:5	2154:13,20	2297:21 2298:17	2379:1,7,22	2482:11,22
2369:13 2370:7	2155:2,10,14,17	2298:20 2299:11	2380:15,17	2483:5,20
2490:11	2156:7,16 2157:1	2300:15 2301:4	2381:5,13 2382:4	2484:10,21
wholesalers	2157:15 2158:1,7	2302:1,7,14	2382:19 2383:22	2485:21 2486:5
2167:18 2290:2	2158:22 2159:5,8	2303:18 2304:15	2384:6,18	2486:15 2487:15
who've 2521:8	2160:8 2161:10	2305:9 2306:6,10	2386:11 2387:4	2487:21 2488:20
wide 2171:2 2256:9	2162:6 2163:6,17	2306:22 2307:13	2387:15,22	2489:13,20
2349:16 2355:9	2163:22 2164:15	2307:16,20	2388:4,12,17,21	2490:2,8,16,19
widely 2145:15	2164:19 2165:1	2308:1,17,22	2389:7,16,19	2491:3,7 2492:8
2183:20 2347:21	2165:20 2167:11	2309:7,10	2390:13,16	2492:13,16,20
2405:10 2411:21	2168:16 2169:3	2314:19 2315:12	2391:12,18,22	2493:9 2494:10
wider 2256:8	2170:2 2171:11	2315:16 2316:5,9	2392:9,17 2393:6	2494:22 2495:4
2264:5	2172:8,18 2173:3	2316:12,15,21	2393:21 2394:3	2495:17,20
widespread	2174:16,21	2317:3,6,16	2394:13,21	2496:5,16 2497:6
2349:14 2417:3	2175:14 2176:13	2318:13,19	2395:6,11,15	2497:15 2499:5,8
2434:12	2176:15 2178:8	2319:2,5,14	2396:10,17,22	2499:12,18
Wiers 2310:2	2178:13,20	2320:10,20	2397:3,7,9,18	2500:4,9,15,20
wild 2226:4	2179:1,8,14	2321:3 2322:9,18	2398:1,5,7 2413:3	2501:6,12,15,19
2386:22	2180:13 2182:11	2323:15 2324:7	2413:16,19	2502:4 2503:8,13
wildlife 2196:13	2183:11,17	2325:7,14,17	2414:12 2415:10	2503:17 2504:8
2296:16 2346:3	2184:17 2185:3	2326:8,19 2327:1	2415:16 2416:9	2504:12,18
2346:14 2382:14	2185:10,18	2327:6,11	2420:1,21 2421:9	2505:9,15 2506:1
2468:1	2186:8 2199:4,10	2328:10 2329:17	2421:13,17,20,22	2506:7,13,22
willing 2187:21	2199:13 2201:13	2329:20 2330:2	2422:12 2423:15	2507:6,18
2191:1 2200:21	2203:2 2204:6	2332:14,17	2424:16 2425:1,5	2508:13,19
2221:14 2249:22	2205:2,9,14	2333:3,9 2334:2,7	2425:15,21	2509:2,5,8 2515:1
2250:1,5 2262:11	2206:13 2207:3,8	2334:11,21	2426:3 2437:8,10	2515:8,18 2516:8
2262:16 2266:7	2207:10 2208:1	2335:9,17 2336:7	2438:5,8,16	2516:13,17
2306:2 2323:12	2208:11 2210:16	2337:13,18	2439:2,9,13	2518:1,7,10,18

2519:5,10,15	wording 2203:11	2226:14 2280:17	2524:22 2526:22	2416:14 2417:9
2520:1,6,10,12	2277:8	2280:17 2314:5	2535:2 2537:8	2472:21 2516:7
2525:12,19	words 2218:1	2366:13 2522:21	2543:10 2552:18	2548:6,10 2549:5
2526:8,12 2527:3	2362:10 2436:19	works 2191:20	wrong 2248:2	years 2151:14
2527:10,16,20	2441:1 2447:3,22	2429:14 2431:1	2259:13 2342:18	2180:3 2182:19
2528:1,5,11,16	2456:20 2459:9	2520:16	2390:3 2454:9	2200:4 2208:12
2529:2 2530:2,18	2494:6 2526:9	workshops 2398:16	2470:11 2524:7	2255:8 2274:6
2531:13 2532:21	work 2145:5	world 2411:9	wrote 2478:5	2280:10 2281:11
2533:5,10,13	2156:22 2162:2	2422:8 2430:8	W-A-L-D-E-N	2282:9,19 2284:4
2534:9,11,15,21	2162:12 2163:16	2475:16 2541:12	2176:7	2330:13 2338:10
2535:7,9 2538:1	2177:17 2181:17	worried 2406:10	W-A-N-D-E-R	2340:10,18
2538:10,16	2181:18 2182:1	worth 2200:6	2534:22	2353:11 2377:21
2539:11 2540:3	2189:17 2193:9	2354:13 2395:20		2389:10 2414:20
2540:11,17	2203:20 2222:21	would 2402:11	X	2437:19 2449:14
2543:7,21 2544:4	2228:14 2234:1	wouldn't 2234:11	X 2134:1 2211:14	2449:14 2499:7
2544:8,15,20	2238:1 2244:4	2302:4,5 2322:16	2272:13	2510:3,6 2511:15
2545:14 2546:19	2250:17 2253:3	2368:21 2381:13	Y	2545:4
2547:6 2548:15	2256:16 2261:3	2383:19 2388:2,4		year's 2200:6
2548:20 2549:1	2262:14 2270:2	2419:2,4 2423:16	yeah 2211:18	Yep 2373:7
2549:19 2550:4	2278:17 2286:2,2	2492:12	2232:20 2288:5	yesterday 2180:4
2550:10,12,15	2294:19 2296:16	write 2436:7	2292:7 2300:15	Yoder 2133:9
2551:3,17 2552:1	2303:13 2312:12	2443:22 2449:12	2303:2 2306:6	2236:7 2241:8,9
2552:5	2331:19 2347:8	writes 2352:2	2358:10 2362:2	2241:11,20,22
witnesses 2133:2	2357:18 2360:9	2439:22	2365:17 2373:7	2242:21 2246:11
2135:18 2136:13	2360:10 2403:16	writeup 2241:2	2377:8 2379:1	2247:15 2248:1
2177:10,15	2414:10 2418:17	writing 2153:1	2383:22 2384:2	2248:10,16
2225:8 2233:19	2420:3 2428:13	written 2138:22	2388:12 2390:17	2249:9 2250:1,10
2247:7 2265:1	2429:14 2449:16	2153:21 2172:20	2391:2 2392:9	2251:3 2252:5,11
2323:6 2327:16	2457:5 2459:3	2177:20 2186:2	2393:6,10	2253:7 2254:4,15
2328:11,13,18	2465:4 2472:12	2206:16 2212:16	2396:10,22	2255:14,18,21
2329:3 2337:2	2475:19 2524:9	2224:6 2241:22	2415:10,10	2256:4 2257:5
2460:22 2461:3	2536:7,16	2242:18 2245:11	2492:17 2548:20	2258:13 2259:2
2552:10 2554:19	2545:18 2551:15	2285:2 2293:12	2553:6	2260:2,5 2265:7
witnessing 2416:13	workable 2187:16	2298:3 2300:1	year 2142:8 2155:3	2266:11 2268:14
woman 2280:12	2197:22 2216:7	2304:22 2308:7	2200:13 2201:3	2270:3,20
wondered 2410:4	2220:10 2262:15	2308:11 2309:17	2263:1 2266:7,18	2271:14,18
wonderful 2410:4	2469:2	2314:22 2320:14	2267:14 2271:20	2272:6 2274:2
2549:8	worked 2182:18	2322:1 2329:10	2273:21,22	2276:5 2277:18
wondering 2282:2	2218:16 2278:15	2337:6 2356:11	2276:13 2277:1,9	2280:14 2283:21
2361:1 2386:7	2300:16 2428:11	2397:12 2398:4	2278:1,6,10,12,16	2283:22 2284:16
2537:20 2538:3	2434:2 2536:1	2412:11 2425:8	2278:20 2279:2	2285:2,11,15,19
woodlands 2346:1	workers 2149:10	2435:15 2442:18	2287:21 2289:13	2286:9,16 2287:3
Wooster 2294:5	2160:21 2272:11	2442:18 2443:4,6	2304:2 2305:14	2287:12,22
word 2253:9	2491:10,16,18	2444:14 2445:21	2330:19 2332:14	2288:14 2289:2
2259:4 2277:7	working 2153:16	2461:11 2476:11	2338:21 2339:5,9	2291:20 2324:14
2526:13 2527:11	2181:20 2182:14	2484:12 2508:14	2359:10 2387:7	Yoder's 2241:6
2530:20	2187:14 2199:12	2519:6,16	2392:22 2399:16	2246:19
			2410:17 2413:4,8	

York 2169:12 2336:12 2418:15 2432:12 young 2277:6,6 2433:7 younger 2262:20 youth 2545:21 Yuma 2159:12 Y-O-D-E-R 2241:20	\$200,000 2277:9 \$300,000 2339:8 \$500 2399:19 \$54.63 2239:11 \$650 2346:9 \$700 2399:19 \$700,000 2516:7 2517:11 \$750,000 2266:6,18 2517:20	11 2135:11 2179:18 2180:5 118,000 2143:6 12 2256:9 2377:20 2414:20 12:30 2292:19 120 2489:21 1200 2140:2 2167:15 13 2289:4 15 2233:15 2279:2 2314:2 2330:13 2545:4 150 2260:12 159% 2239:13 1700 2240:13 18 2240:13 2341:17 1800s 2237:13 19 2289:6 1920s 2237:19 1990 2181:2 1992 2398:11 1995 2283:22 2284:8 2287:17 1998 2378:22	2199:15 2200:15 2346:9 2408:7 2477:13,18 2497:7 2008 2200:5,15 2009 2131:14 2135:4 2240:13 2401:17 2528:17 2555:1 2010 2278:9 2139 2133:5 2134:3 2154 2133:5 2134:3 2174 2133:5 2178 2133:5 2134:5 2183 2133:5 2185 2134:5 2186 2133:6 2198 2133:6 2134:6 2134:6 2225 2133:6 2236 2133:8 2237 2134:7 2241 2133:9 2242 2134:8,9 2245 2133:10 2134:10 2247 2133:10 2134:7,8,9,10 2274 2133:10 2283 2133:10 2293 2133:11 2295 2133:11 2298 2134:11,11 23 2341:18 2354:17 2361:18 2362:6,8 230,000 2463:1 2482:20 2483:16 2306 2133:11 2308 2133:12 2134:13 2315 2133:12 2134:13 2321 2133:12 2329 2133:13 2332 2133:13 2337 2133:15 2134:14	2344 2133:15 2356 2133:15 2134:14 2375 2133:15 2397 2133:16 2134:15 24 2288:8 2412 2133:16 2134:15 2425 2133:17 2452 2133:16 2461 2133:18 2134:16 2476 2133:18 2134:16 2498 2133:18 25 2532:6,8 250 2261:5 2508 2133:19 2514 2133:19 2517 2133:19 2519 2134:17 2520 2133:20 2525 2133:20 2134:17 2534 2133:21 2535 2134:18 2537 2133:21 2134:18 2540 2133:22 2134:19 2543 2133:22 2134:19 2551 2133:22 2554 2134:21,21,22 2134:22 2970.9 2527:22
Z	0			
Zeller 2477:13 Zellers 2133:12 2292:18 2293:2 2308:8,15,22 2309:1,13 2310:1 2315:9 2320:6 2321:14 2327:10 zone 2142:17 2156:21 2157:16 2157:18 2206:11 2295:7 2344:15 2354:14 2408:17 2466:17,17 2498:10 zones 2156:19 2157:5,12 2158:15,21 2162:8 2165:9 2205:17 2298:15 2299:2 2313:14 2351:9 2354:20 2354:22 2366:8 2367:15 2407:18 2407:22 2408:13 2408:19 2409:7 2415:12,13,18,20 2416:2,11 2419:2 2419:3,3 2424:12 2466:6,10,10 2481:9 2498:1,2 Z-E-L-L-E-R 2309:1	0138 2135:8 0157 2345:18 2383:6 0157H7 2504:5 02 2395:15 2396:18 07 2499:5 09 2506:8	1 1 2277:10 2303:22 2314:2 2443:10 1JUDGE 2288:13 2290:10 1THE 2327:11 1/2 2250:15 2275:7 10 2142:6 2180:20 2181:5 2182:18 2235:6 2253:22 2265:8 2340:10 2340:18 2354:18 2361:19 2362:5 2377:20 2443:10 2460:20 2461:3 10% 2209:4 2257:17 10,000 2164:8 100 2164:6,7 2211:22 2265:9 2288:6 2345:21 2510:8 100% 2152:8 2257:7 100,000 2164:9 1000 2164:8 2291:4 2399:15 105 2287:15	2 2 2289:12 2499:6 2.4 2384:12 20 2208:12 2243:1 2251:12,18 2256:9 2265:19 2314:2 2338:9 2478:21 2518:7 2518:10,14 2533:3 20% 2279:2 2381:10 20,000 2243:15 200 2246:1 2265:11 2330:15 2509:18 2000 2398:22 2399:16 2002 2356:1 2006 2175:13 2199:15 2386:17 2007 2143:2	3 3 2394:11 2401:17 2506:8 3% 2384:12 3-ring 2273:1 30 2303:9 2327:11 2532:6,8 2533:3 35 2303:8,10 2339:3
\$				
\$100,000 2276:12 \$13.60 2239:10				

354 2143:8	2242:15 2245:12	2135:2		
4	2246:19	80 2261:6 2296:9		
4 2276:15	63 2134:10 2245:13	2339:7		
40 2333:4 2399:2	2246:15,21	80% 2260:12		
400 2131:17	64 2134:11 2298:3	85 2276:14		
42x48 2288:7	2298:5	85% 2261:6		
44,000 2143:7	64,000 2143:8	88 2463:2		
450 2313:16	65 2134:13 2308:11	9		
45570 2506:11	2308:12 2309:4	9 2232:21		
5	2314:22 2315:2	90 2257:20 2339:2		
5 2243:8 2277:4	66 2134:14 2243:4	90% 2147:18		
5% 2257:17	2258:3 2276:1	2150:5 2187:4		
5:51 2555:4	2337:7,8 2356:11	2209:3 2229:20		
50 2136:13 2149:5	2356:12	2230:4 2402:13		
2168:2 2243:7	67 2134:15 2397:12	2419:16		
2251:19 2288:4	2397:13 2412:12	90,000 2276:14		
2333:4 2339:4	2412:13	95% 2257:20		
2505:17	68 2134:16 2461:12	970 2131:12		
500 2291:2 2313:16	2461:13 2476:12	970.10 2527:22		
2432:18	2476:13	970.11 2350:2		
501(c)(3) 2330:4	69 2134:17 2519:17	970.15 2373:6		
2545:16	2519:18 2525:1,2	970.40 2354:15		
56 2136:12	7	970.49 2506:10		
57 2134:3 2136:12	7 2277:3	970.67 2364:15		
2138:22 2139:1	7,000,000 2277:4	970.75 2348:1		
2154:4,8	70 2134:18 2535:2	2368:9		
58 2134:5 2178:18	2535:3 2537:9,10	970.83.A.1 2350:3		
2178:21 2185:12	70% 2167:20	99% 2344:21		
2185:14	700 2260:10			
59 2134:6 2198:10	7000 2553:8			
2198:14	71 2134:19 2540:5			
6	2540:6 2543:11			
6 2131:14 2135:4	2543:12			
2392:21 2554:18	72 2134:21 2553:20			
60 2134:7 2237:1,2	2554:1,14,15			
2246:17 2295:17	73 2134:22 2554:5			
2340:1 2489:21	2554:11,14,15			
2549:20	75 2261:5 2288:5			
60-63 2247:3	2307:2			
600 2243:8 2295:19	750 2517:17			
2509:20	750,000 2550:9			
6000 2398:12	78 2143:9			
61 2134:8 2242:1,2	8			
2246:18	8 2232:20 2277:3			
62 2134:9 2242:14	2555:1			
	8:31 2131:21			