

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549  
FORM 10-Q**

(Mark One)

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
For the quarterly period ended March 31, 2018

**OR**

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
For the transition period from \_\_\_\_\_ to \_\_\_\_\_

**Commission file number: 001-34249**

**FARMER BROS. CO.**

(Exact Name of Registrant as Specified in Its Charter)

**Delaware**  
(State of Incorporation)

**95-0725980**  
(I.R.S. Employer Identification No.)

**1912 Farmer Brothers Drive, Northlake, Texas 76262**

(Address of Principal Executive Offices; Zip Code)

**888-998-2468**

(Registrant's Telephone Number, Including Area Code)

**None**

(Former Address, if Changed Since Last Report)

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES  NO

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). YES  NO

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/> (Do not check if a smaller reporting company)	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

YES  NO

As of May 8, 2018, the registrant had 16,927,988 shares outstanding of its common stock, par value \$1.00 per share, which is the registrant's only class of common stock.

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**PART I - FINANCIAL INFORMATION (UNAUDITED)**

**Item 1. Financial Statements**

**FARMER BROS. CO.**  
**CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED)**  
(In thousands, except share and per share data)

	March 31, 2018	June 30, 2017
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 6,974	\$ 6,241
Short-term investments	—	368
Accounts receivable, net	61,988	46,446
Inventories	75,080	56,251
Income tax receivable	156	318
Prepaid expenses	8,841	7,540
<b>Total current assets</b>	<b>153,039</b>	<b>117,164</b>
Property, plant and equipment, net	183,501	176,066
Goodwill	36,561	10,996
Intangible assets, net	32,207	18,618
Other assets	7,127	6,837
Deferred income taxes	45,779	63,055
<b>Total assets</b>	<b>\$ 458,214</b>	<b>\$ 392,736</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
Accounts payable	59,059	39,784
Accrued payroll expenses	16,369	17,345
Short-term borrowings under revolving credit facility	85,885	27,621
Short-term obligations under capital leases	239	958
Short-term derivative liabilities	2,604	1,857
Other current liabilities	10,878	9,702
<b>Total current liabilities</b>	<b>175,034</b>	<b>97,267</b>
Accrued pension liabilities	49,988	51,281
Accrued postretirement benefits	18,435	19,788
Accrued workers' compensation liabilities	6,365	7,548
Other long-term liabilities-capital leases	77	237
Other long-term liabilities	2,008	1,480
<b>Total liabilities</b>	<b>\$ 251,907</b>	<b>\$ 177,601</b>
Commitments and contingencies (Note 21)		
Stockholders' equity:		
Preferred stock, \$1.00 par value, 500,000 shares authorized; Series A Convertible Participating Cumulative Perpetual Preferred Stock, 21,000 shares authorized; 14,700 and zero shares issued and outstanding as of March 31, 2018 and June 30, 2017, respectively; liquidation preference of \$821 and \$0 as of March 31, 2018 and June 30, 2017, respectively	15	—
Common stock, \$1.00 par value, 25,000,000 shares authorized; 16,927,988 and 16,846,002 shares issued and outstanding as of March 31, 2018 and June 30, 2017, respectively	16,928	16,846
Additional paid-in capital	54,780	41,495
Retained earnings	199,252	221,182
Unearned ESOP shares	(2,145)	(4,289)
Accumulated other comprehensive loss	(62,523)	(60,099)
<b>Total stockholders' equity</b>	<b>\$ 206,307</b>	<b>\$ 215,135</b>
<b>Total liabilities and stockholders' equity</b>	<b>\$ 458,214</b>	<b>\$ 392,736</b>

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

**FARMER BROS. CO.**  
**CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (UNAUDITED)**  
(In thousands, except share and per share data)

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2018	2017	2018	2017
Net sales	\$ 157,927	\$ 138,187	\$ 457,006	\$ 407,700
Cost of goods sold	99,117	84,367	283,670	247,586
Gross profit	58,810	53,820	173,336	160,114
Selling expenses	44,736	40,377	132,979	117,912
General and administrative expenses	13,766	9,196	39,007	31,925
Restructuring and other transition expenses	52	2,547	311	9,542
Net gain from sale of Torrance Facility	—	—	—	(37,449)
Net gains from sale of spice assets	(110)	(272)	(655)	(764)
Net gains from sales of other assets	(590)	(86)	(446)	(1,525)
Impairment losses on intangible assets	3,820	—	3,820	—
Operating expenses	61,674	51,762	175,016	119,641
(Loss) income from operations	(2,864)	2,058	(1,680)	40,473
Other (expense) income:				
Dividend income	1	273	12	808
Interest income	—	147	2	435
Interest expense	(902)	(517)	(2,286)	(1,430)
Other, net	154	1,044	794	(1,088)
Total other (expense) income	(747)	947	(1,478)	(1,275)
(Loss) income before taxes	(3,611)	3,005	(3,158)	39,198
Income tax expense	297	1,411	20,497	15,910
Net (loss) income	\$ (3,908)	\$ 1,594	\$ (23,655)	\$ 23,288
Less: Cumulative preferred dividends, undeclared and unpaid	128	—	257	—
Net (loss) income available to common stockholders	\$ (4,036)	\$ 1,594	\$ (23,912)	\$ 23,288
Net (loss) income per common share available to common stockholders—basic	\$ (0.24)	\$ 0.10	\$ (1.43)	\$ 1.40
Net (loss) income per common share available to common stockholders—diluted	\$ (0.24)	\$ 0.10	\$ (1.43)	\$ 1.39
Weighted average common shares outstanding—basic	16,760,145	16,605,754	16,727,624	16,584,125
Weighted average common shares outstanding—diluted	16,760,145	16,721,774	16,727,624	16,704,200

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

**FARMER BROS. CO.**  
**CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE (LOSS) INCOME (UNAUDITED)**  
(In thousands)

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2018	2017	2018	2017
Net (loss) income	\$ (3,908)	\$ 1,594	\$ (23,655)	\$ 23,288
Other comprehensive (loss) income, net of tax:				
Unrealized (losses) gains on derivative instruments designated as cash flow hedges, net of tax	(2,437)	104	(4,148)	(1,249)
Losses (gains) on derivative instruments designated as cash flow hedges reclassified to cost of goods sold, net of tax	1,355	(516)	1,724	(366)
Total comprehensive (loss) income, net of tax	<u>\$ (4,990)</u>	<u>\$ 1,182</u>	<u>\$ (26,079)</u>	<u>\$ 21,673</u>

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

**FARMER BROS. CO.**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)**  
(In thousands)

	Nine Months Ended March 31,	
	2018	2017
Cash flows from operating activities:		
Net (loss) income	\$ (23,655)	\$ 23,288
Adjustments to reconcile net (loss) income to net cash provided by operating activities:		
Depreciation and amortization	22,727	16,613
Provision for (recovery of) doubtful accounts	369	(44)
Impairment losses on intangible assets	3,820	—
Change in estimated fair value of contingent earnout consideration	(500)	—
Interest on sale-leaseback financing obligation	—	681
Restructuring and other transition expenses, net of payments	(1,084)	2,191
Deferred income taxes	20,138	15,766
Net gain from sale of Torrance Facility	—	(37,449)
Net gains from sales of spice assets and other assets	(1,101)	(2,289)
ESOP and share-based compensation expense	2,892	2,996
Net losses on derivative instruments and investments	3,292	793
Change in operating assets and liabilities:		
Purchases of trading securities	—	(4,216)
Proceeds from sales of trading securities	375	2,911
Accounts receivable	(8,417)	(3,994)
Inventories	(9,533)	(13,242)
Income tax receivable	162	(46)
Derivative (liabilities) assets, net	(6,091)	3,845
Prepaid expenses and other assets	920	(203)
Accounts payable	7,516	11,293
Accrued payroll expenses and other current liabilities	353	(5,712)
Accrued postretirement benefits	(1,353)	(624)
Other long-term liabilities	(2,476)	(2,028)
Net cash provided by operating activities	\$ 8,354	\$ 10,530
Cash flows from investing activities:		
Acquisition of businesses, net of cash acquired	\$ (39,608)	\$ (25,853)
Purchases of property, plant and equipment	(25,889)	(35,497)
Purchases of assets for construction of New Facility	(1,577)	(26,653)
Proceeds from sales of property, plant and equipment	1,565	3,984
Net cash used in investing activities	\$ (65,509)	\$ (84,019)

(continued on next page)

**FARMER BROS. CO.**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)**  
(In thousands)

	Nine Months Ended March 31,	
	2018	2017
Cash flows from financing activities:		
Proceeds from revolving credit facility	\$ 76,513	\$ 67,583
Repayments on revolving credit facility	(18,249)	(23,517)
Proceeds from sale-leaseback financing obligation	—	42,455
Proceeds from New Facility lease financing obligation	—	7,662
Repayments of New Facility lease financing obligation	—	(35,772)
Payments of capital lease obligations	(878)	(1,107)
Payment of financing costs	(560)	—
Proceeds from stock option exercises	1,062	823
Tax withholding payment - net share settlement of equity awards	—	(6)
Net cash provided by financing activities	\$ 57,888	\$ 58,121
Net increase (decrease) in cash and cash equivalents	\$ 733	\$ (15,368)
Cash and cash equivalents at beginning of period	6,241	21,095
Cash and cash equivalents at end of period	\$ 6,974	\$ 5,727
Supplemental disclosure of non-cash investing and financing activities:		
Equipment acquired under capital leases	\$ —	\$ 353
Net change in derivative assets and liabilities included in other comprehensive (loss) income, net of tax	\$ (2,424)	\$ (1,615)
Non-cash additions to property, plant and equipment	\$ 2,146	\$ 8,515
Non-cash portion of earnout receivable recognized—spice assets sale	\$ 183	\$ 229
Non-cash portion of earnout payable recognized—China Mist acquisition	\$ —	\$ 500
Non-cash portion of earnout payable recognized—West Coast Coffee acquisition	\$ —	\$ 600
Non-cash receivable from West Coast Coffee—post-closing final working capital adjustment	\$ 218	\$ —
Non-cash consideration given—Issuance of Series A Preferred Stock	\$ 11,756	\$ —
Non-cash Multiemployer Plan Holdback payable recognized—Boyd Coffee acquisition	\$ 1,056	\$ —
Option costs paid with exercised shares	\$ —	\$ 174
Cumulative preferred dividends, undeclared and unpaid	\$ 257	\$ —

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

## FARMER BROS. CO.

### NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

#### Note 1. Introduction and Basis of Presentation

Farmer Bros. Co., a Delaware corporation (including its consolidated subsidiaries unless the context otherwise requires, the “Company”), is a national coffee roaster, wholesaler and distributor of coffee, tea, and culinary products.

##### *Basis of Presentation*

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with generally accepted accounting principles for interim financial information and with the instructions to Form 10-Q and Rule 10-01 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by accounting principles generally accepted in the United States (“GAAP”) for complete consolidated financial statements. In the opinion of management, all adjustments (consisting only of normal recurring accruals, unless otherwise indicated) considered necessary for a fair presentation of the interim financial data have been included. Operating results for the three and nine months ended March 31, 2018 are not necessarily indicative of the results that may be expected for the fiscal year ending June 30, 2018. Events occurring subsequent to March 31, 2018 have been evaluated for potential recognition or disclosure in the unaudited condensed consolidated financial statements for the three and nine months ended March 31, 2018.

The accompanying unaudited condensed consolidated financial statements should be read in conjunction with the consolidated financial statements and related notes included in the Company’s Annual Report on Form 10-K for the fiscal year ended June 30, 2017, filed with the Securities and Exchange Commission (the “SEC”) on September 28, 2017 (the “2017 Form 10-K”).

##### *Principles of Consolidation*

The condensed consolidated financial statements include the accounts of the Company and its direct and indirect wholly owned subsidiaries FBC Finance Company, a California corporation, Coffee Bean Holding Co., Inc., a Delaware corporation, the parent company of Coffee Bean International, Inc., an Oregon corporation (“CBI”), CBI, China Mist Brands, Inc., a Delaware corporation, and Boyd Assets Co., a Delaware corporation. All inter-company balances and transactions have been eliminated.

##### *Use of Estimates*

The preparation of financial statements in accordance with GAAP requires management to make estimates and assumptions that affect the amounts reported in the condensed consolidated financial statements and accompanying notes. The Company reviews its estimates on an ongoing basis using currently available information. Changes in facts and circumstances may result in revised estimates and actual results may differ from those estimates.

#### Note 2. Summary of Significant Accounting Policies

For a detailed discussion about the Company’s significant accounting policies, see Note 2, “*Summary of Significant Accounting Policies*” to the consolidated financial statements in the 2017 Form 10-K.

During the three and nine months ended March 31, 2018, other than as set forth below and the adoption of Accounting Standards Update (“ASU”) No. 2017-12, “Derivatives and Hedging (Topic 815): Targeted Improvements to Accounting for Hedging Activities” (“ASU 2017-12”), ASU No. 2016-09, “Compensation - Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting” (“ASU 2016-09”), and ASU No. 2015-11, “Inventory (Topic 330): Simplifying the Measurement of Inventory” (“ASU 2015-11”), there were no significant updates made to the Company’s significant accounting policies.

##### *Coffee Brewing Equipment and Service*

The Company classifies certain expenses related to coffee brewing equipment provided to customers as cost of goods sold. These costs include the cost of the equipment as well as the cost of servicing that equipment (including service employees’ salaries, cost of transportation and the cost of supplies and parts) and are considered directly attributable to the

generation of revenues from its customers. Accordingly, such costs included in cost of goods sold in the accompanying unaudited condensed consolidated financial statements in the three months ended March 31, 2018 and 2017 were \$9.5 million and \$7.0 million, respectively. Coffee brewing equipment costs included in cost of goods sold in the nine months ended March 31, 2018 and 2017 were \$23.1 million and \$19.9 million, respectively.

The Company capitalizes coffee brewing equipment and depreciates it over five years and reports the depreciation expense in cost of goods sold. Such depreciation expense related to capitalized coffee brewing equipment reported in cost of goods sold in the three months ended March 31, 2018 and 2017 was \$2.1 million and \$2.3 million, respectively, and \$6.5 million and \$6.9 million, respectively, in the nine months ended March 31, 2018 and 2017. The Company capitalized coffee brewing equipment (included in machinery and equipment) in the amounts of \$8.1 million and \$8.3 million in the nine months ended March 31, 2018 and 2017, respectively.

#### ***Net (Loss) Income Per Common Share***

Net (loss) income per share (“EPS”) represents net (loss) income available to common stockholders divided by the weighted-average number of common shares outstanding for the period, excluding unallocated shares held by the Company’s Employee Stock Ownership Plan (“ESOP”). Dividends on the Company’s outstanding Series A Convertible Participating Cumulative Perpetual Preferred Stock, par value \$1.00 per share (“Series A Preferred Stock”), that the Company has paid or intends to pay are deducted from net (loss) income in computing net (loss) income available to common stockholders.

Under the two-class method, net (loss) income available to nonvested restricted stockholders and holders of Series A Preferred Stock is excluded from net (loss) income available to common stockholders for purposes of calculating basic and diluted EPS.

Diluted EPS represents net income available to holders of common stock divided by the weighted-average number of common shares outstanding, inclusive of the dilutive impact of common equivalent shares outstanding during the period. Common equivalent shares include potentially dilutive shares from share-based compensation including stock options, unvested restricted stock, performance-based restricted stock units, and shares of Series A Preferred Stock, as converted, because they are deemed participating securities. In the absence of contrary information, the Company assumes 100% of the target shares are issuable under performance-based restricted stock units.

The dilutive effect of Series A Preferred Stock is reflected in diluted EPS by application of the if-converted method. In applying the if-converted method, conversion will not be assumed for purposes of computing diluted EPS if the effect would be anti-dilutive. The Series A Preferred Stock is anti-dilutive whenever the amount of the dividend declared or accumulated in the current period per common share obtainable upon conversion exceeds basic EPS. See [Note 19](#).

#### ***Impairment of Goodwill and Indefinite-lived Intangible Assets***

Historically, the Company performed its annual assessment of impairment of goodwill and indefinite-lived intangible assets as of June 30. During the three months ended December 31, 2017, the Company voluntarily changed its annual impairment assessment date from June 30 to January 31. The Company believes this change in assessment date, which represents a change in the method of applying an accounting principle, is preferred under the circumstances. Due to recent acquisitions, the Company’s goodwill and indefinite-lived intangible asset balances have increased. The Company believes the change in measurement date will provide additional time to complete the annual assessment of impairment of goodwill and indefinite-lived intangible assets in advance of year-end reporting. See [Note 13](#).

#### ***Shipping and Handling Costs***

Shipping and handling costs incurred through outside carriers are recorded as a component of the Company’s selling expenses and were \$7.6 million and \$6.0 million, respectively, in the three months ended March 31, 2018 and 2017, and \$19.5 million and \$17.2 million, respectively, in the nine months ended March 31, 2018 and 2017.

#### ***Share-based Compensation***

The Company measures all share-based compensation cost at the grant date, based on the fair values of the awards that are ultimately expected to vest, and recognizes that cost as an expense on a straight line-basis in its consolidated statements of operations over the requisite service period. Fair value of restricted stock and performance-based restricted stock units is the closing price of the Company’s common stock on the date of grant. The Company estimates the fair value of option

awards using the Black-Scholes option valuation model, which requires management to make certain assumptions for estimating the fair value of stock options at the date of grant. The Black-Scholes option valuation model was developed for use in estimating the fair value of traded options that have no vesting restrictions and are fully transferable. Because the Company's stock options have characteristics significantly different from those of traded options, and because changes in the subjective input assumptions can materially affect the fair value estimates, in management's opinion, the existing models may not necessarily provide a reliable single measure of the fair value of the Company's stock options. Although the fair value of stock options is determined using an option valuation model, that value may not be indicative of the fair value observed in a willing buyer/willing seller market transaction.

In addition, the Company estimates the expected impact of forfeited awards and recognizes share-based compensation cost only for those awards ultimately expected to vest. If actual forfeiture rates differ materially from the Company's estimates, share-based compensation expense could differ significantly from the amounts the Company has recorded in the current period. The Company periodically reviews actual forfeiture experience and will revise its estimates, as necessary. The Company will recognize as compensation cost the cumulative effect of the change in estimated forfeiture rates on current and prior periods in earnings of the period of revision. As a result, if the Company revises its assumptions and estimates, the Company's share-based compensation expense could change materially in the future.

The Company's outstanding share-based awards include performance-based non-qualified stock options ("PNQs") and performance-based restricted stock units ("PBRsUs") that have performance-based vesting conditions in addition to time-based vesting. Awards with performance-based vesting conditions require the achievement of certain financial and other performance criteria as a condition to the vesting. The Company recognizes the estimated fair value of performance-based awards, net of estimated forfeitures, as share-based compensation expense over the service period based upon the Company's determination of whether it is probable that the performance targets will be achieved. At each reporting period, the Company reassesses the probability of achieving the performance criteria and the performance period required to meet those targets. Determining whether the performance criteria will be achieved involves judgment, and the estimate of share-based compensation expense may be revised periodically based on changes in the probability of achieving the performance criteria. Revisions are reflected in the period in which the estimate is changed. If performance goals are not met, no share-based compensation expense is recognized for the cancelled PNQs or PBRsUs, and, to the extent share-based compensation expense was previously recognized for those cancelled PNQs or PBRsUs, such share-based compensation expense is reversed. If performance goals are exceeded and the payout is more than 100% of the target shares, additional compensation expense is recorded in the period when that determination is certified by the Compensation Committee of the Board of Directors. See [Note 16](#).

#### ***Recently Adopted Accounting Standards***

In August 2017, the Financial Accounting Standards Board ("FASB") issued ASU 2017-12. ASU 2017-12 amends the hedge accounting model in Accounting Standards Codification ("ASC") 815 to enable entities to better portray the economics of their risk management activities in the financial statements and enhance the transparency and understandability of hedge results. ASU 2017-12 expands an entity's ability to hedge non-financial and financial risk components and reduce complexity in fair value hedges of interest rate risk. The guidance eliminates the requirement to separately measure and report hedge ineffectiveness and generally requires the entire change in the fair value of a hedging instrument to be presented in the same income statement line as the hedged item. The guidance also eases certain documentation and assessment requirements and modifies the accounting for components excluded from the assessment of hedge effectiveness. The guidance in ASU 2017-12 is effective for annual periods beginning after December 15, 2018, including interim periods within those fiscal years, and is effective for the Company beginning July 1, 2019. Early adoption is permitted in any interim period or fiscal year before the effective date. For cash flow and net investment hedges existing at the date of adoption, entities will apply the new guidance using a modified retrospective approach (i.e., with a cumulative effect adjustment recorded to the opening balance of retained earnings as of the initial application date). The guidance provides transition relief to make it easier for entities to apply certain amendments to existing hedges (including fair value hedges) where the hedge documentation needs to be modified. The Company early adopted ASU 2017-12 as of September 30, 2017 for its cash flow hedges related to coffee commodity purchases. Adoption of ASU 2017-12 resulted in a cumulative adjustment of \$0.3 million to the opening balance of retained earnings as of October 1, 2017. Adoption of ASU 2017-12 did not have any other material effect on the results of operations, financial position or cash flows of the Company.

In March 2016, the FASB issued ASU 2016-09. ASU 2016-09 was issued as part of the FASB's Simplification Initiative. The areas for simplification in ASU 2016-09 involve several aspects of the accounting for share-based payment transactions, including the income tax consequences, classification of awards as either equity or liabilities, and classification on the statement of cash flows. ASU 2016-09 requires that the tax impact related to the difference between share-based

compensation for book and tax purposes be recognized as income tax benefit or expense in the reporting period in which such awards vest. ASU 2016-09 also required a modified retrospective adoption for previously unrecognized excess tax benefits. The guidance in ASU 2016-09 is effective for public business entities for annual periods beginning after December 15, 2016, including interim periods within those annual reporting periods. The Company adopted ASU 2016-09 beginning July 1, 2017 on a modified retrospective basis, recognizing all excess tax benefits previously unrecognized, as a cumulative-effect adjustment increasing deferred tax assets by \$1.6 million and increasing retained earnings by the same amount as of July 1, 2017. Adoption of ASU 2016-09 did not have any other material effect on the results of operations, financial position or cash flows of the Company.

In July 2015, the FASB issued ASU 2015-11. ASU 2015-11 simplifies the subsequent measurement of inventory by requiring inventory to be measured at the lower of cost and net realizable value. Entities will continue to apply their existing impairment models to inventories that are accounted for using last-in first-out or LIFO and the retail inventory method or RIM. Under current guidance, net realizable value is one of several calculations an entity needs to make to measure inventory at the lower of cost or market. ASU 2015-11 is effective for public business entities for fiscal years beginning after December 15, 2016, including interim periods within those fiscal years. Early adoption is permitted, and the guidance must be applied prospectively after the date of adoption. The Company adopted ASU 2015-11 beginning July 1, 2017. Adoption of ASU 2015-11 did not have a material effect on the results of operations, financial position or cash flows of the Company.

### ***New Accounting Pronouncements***

In March 2018, the FASB issued ASU No. 2018-05, “Income Taxes (Topic 740): Amendments to SEC Paragraphs Pursuant to SEC Staff Accounting Bulletin No. 118” (“ASU 2018-05”). ASU 2018-05 amends ASC 740 (Income Taxes) to provide guidance on accounting for the tax effects of the Tax Cuts and Jobs Act (the “Tax Act”) pursuant to Staff Accounting Bulletin No. 118, “Income Tax Accounting Implications of the Tax Cuts and Jobs Act” (“SAB 118”), which provides guidance on accounting for the tax effects of the Tax Act. Under SAB 118, companies are able to record a reasonable estimate of the impact of the Tax Act if one is able to be determined and report it as a provisional amount during the measurement period. The measurement period is not to extend beyond one year from the enactment date. If the Company is not able to make a reasonable estimate for the impact of the Tax Act, it should not be recorded until a reasonable estimate can be made during the measurement period. The Company recorded provisional adjustments and expects to finalize the provisional amounts within one year from the enactment date. See [Note 18](#).

In February 2018, the FASB issued ASU No. 2018-02, “Income Statement—Reporting Comprehensive Income (Topic 220): Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income” (“ASU 2018-02”). ASU 2018-02 allows a reclassification from accumulated other comprehensive income to retained earnings for stranded tax effects resulting from the Tax Act and requires certain disclosures about stranded tax effects. The guidance in ASU 2018-02 is effective for annual periods beginning after December 15, 2018, and interim periods within those fiscal years, and is effective for the Company beginning July 1, 2019 and should be applied either in the period of adoption or retrospectively. Early adoption is permitted. The Company is currently evaluating the impact ASU 2018-02 will have on its consolidated financial statements.

In March 2017, the FASB issued ASU No. 2017-07, “Compensation—Retirement Benefits (Topic 715): Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost” (“ASU 2017-07”). ASU 2017-07 amends the requirements in GAAP related to the income statement presentation of the components of net periodic benefit cost for an entity’s sponsored defined benefit pension and other postretirement plans. ASU 2017-07 changes the income statement presentation of defined benefit plan expense by requiring separation between operating expense (service cost component) and non-operating expense (all other components, including interest cost, amortization of prior service cost, curtailments and settlements, etc.). The operating expense component is reported with similar compensation costs while the non-operating expense components are reported in other income and expense. In addition, only the service cost component is eligible for capitalization as part of an asset such as inventory or property, plant and equipment. The guidance in ASU 2017-07 is effective for annual periods beginning after December 15, 2017, including interim periods within those fiscal years, and is effective for the Company beginning July 1, 2018. Because the expected operating expense component and non-operating expense components of net periodic benefit cost are not material to the consolidated financial statements of the Company, adoption of ASU 2017-07 is not expected to have a material effect on the results of operations, financial position or cash flows of the Company.

In January 2017, the FASB issued ASU No. 2017-04, “Intangibles—Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment” (“ASU 2017-04”). The amendments in ASU 2017-04 address concerns regarding the cost

and complexity of the two-step goodwill impairment test, and remove the second step of the test. An entity will apply a one-step quantitative test and record the amount of goodwill impairment as the excess of a reporting unit's carrying amount over its fair value, not to exceed the total amount of goodwill allocated to the reporting unit. ASU 2017-04 does not amend the optional qualitative assessment of goodwill impairment. The guidance in ASU 2017-04 is effective for annual and interim goodwill impairment tests in fiscal years beginning after December 15, 2019, and is effective for the Company beginning July 1, 2020. Adoption of ASU 2017-04 is not expected to have a material effect on the results of operations, financial position or cash flows of the Company.

In January 2017, the FASB issued ASU No. 2017-01, "Business Combinations (Topic 805): Clarifying the Definition of a Business" ("ASU 2017-01"). The amendments in ASU 2017-01 clarify the definition of a business with the objective of adding guidance to assist entities with evaluating whether transactions should be accounted for as acquisitions (or disposals) of businesses and provide a screen to determine when an integrated set of assets and activities (collectively referred to as a "set") is not a business. If the screen is not met, the amendments (1) require that to be considered a business, a set must include, at a minimum, an input and a substantive process that together significantly contribute to the ability to create output and (2) remove the evaluation of whether a market participant could replace the missing elements. The guidance in ASU 2017-01 is effective for public business entities for annual periods beginning after December 15, 2017, including interim periods within those fiscal years. Early application is permitted in certain circumstances. ASU 2017-01 is effective for the Company beginning July 1, 2018. Adoption of ASU 2017-01 is not expected to have a material effect on the results of operations, financial position or cash flows of the Company.

In November 2016, the FASB issued ASU No. 2016-18, "Statement of Cash Flows (Topic 230): Restricted Cash" ("ASU 2016-18"). The amendments require that a statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. As a result, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. The amendments do not provide a definition of restricted cash or restricted cash equivalents. The guidance in ASU 2016-18 is effective for public business entities for annual periods beginning after December 15, 2017, including interim periods within those fiscal years. Early application is permitted in certain circumstances. ASU 2016-18 is effective for the Company beginning July 1, 2018. Adoption of ASU 2016-18 is not expected to have a material effect on the results of operations, financial position or cash flows of the Company.

In August 2016, the FASB issued ASU No. 2016-15, "Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments (a consensus of the Emerging Issues Task Force)" ("ASU 2016-15"). ASU 2016-15 addresses certain issues where diversity in practice was identified in classifying certain cash receipts and cash payments based on the guidance in ASC 230. ASC 230 is principles based and often requires judgment to determine the appropriate classification of cash flows as operating, investing or financing activities. The application of judgment has resulted in diversity in how certain cash receipts and cash payments are classified. Certain cash receipts and cash payments may have aspects of more than one class of cash flows. ASU 2016-15 clarifies that an entity will first apply any relevant guidance in ASC 230 and in other applicable topics. If there is no guidance that addresses those cash receipts and cash payments, an entity will determine each separately identifiable source or use and classify the receipt or payment based on the nature of the cash flow. If a receipt or payment has aspects of more than one class of cash flows and cannot be separated, classification will depend on the predominant source or use. The guidance in ASU 2016-15 is effective for public business entities for annual periods beginning after December 15, 2017, including interim periods within those fiscal years. Early application is permitted in certain circumstances. ASU 2016-15 is effective for the Company beginning July 1, 2018. Adoption of ASU 2016-15 is not expected to have a material effect on the results of operations, financial position or cash flows of the Company.

In February 2016, the FASB issued ASU No. 2016-02, "Leases (Topic 842)" ("ASU 2016-02"), which introduces a new lessee model that brings substantially all leases onto the balance sheet. Under the new guidance, lessees are required to recognize a lease liability, which represents the discounted obligation to make future minimum lease payments and a related right-of-use asset. For public business entities, ASU 2016-02 is effective for financial statements issued for annual periods beginning after December 15, 2018, and interim periods within those annual periods. Early application is permitted. ASU 2016-02 is effective for the Company beginning July 1, 2019. The Company is evaluating the impact this guidance will have on its consolidated financial statements and expects the adoption will have a material effect on the Company's financial position resulting from the increase in assets and liabilities.

In May 2014, the FASB issued accounting guidance which requires an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers under ASU No. 2014-09,

“Revenue from Contracts with Customers” (“ASU 2014-09”). ASU 2014-09 will replace most existing revenue recognition guidance in GAAP when it becomes effective. On August 12, 2015, the FASB issued ASU No. 2015-14, “Revenue from Contracts with Customers (Topic 606): Deferral of the Effective Date,” which defers the effective date of ASU 2014-09 by one year allowing early adoption as of the original effective date of January 1, 2017. The deferral results in the new accounting standard being effective for public business entities for annual reporting periods beginning after December 31, 2017, including interim periods within those fiscal years. ASU 2014-09 is effective for the Company beginning July 1, 2018. The Company has evaluated the provisions of ASU 2014-09 and assessed its impact on the Company’s financial statements, information systems, business processes, and financial statement disclosures. The Company has analyzed its revenue streams, performed detailed contract reviews for each stream, and evaluated the impact ASU 2014-09 will have on revenue recognition. The Company primarily recognizes revenue at point of sale or delivery and has determined that this will not change under the new standard. There are certain unique arrangements related to the contracts from recent acquisitions in which revenue recognition will be impacted, however, the Company does not expect that the adoption of ASU 2014-09 will have a material effect on the results of operations, financial position or cash flows of the Company. In addition, the Company anticipates expanded disclosures related to revenue in order to comply with ASU 2014-09 and intends to adopt ASU 2014-09 using the modified retrospective method.

### **Note 3. Acquisitions**

#### ***China Mist Brands, Inc.***

On October 11, 2016, the Company, through a wholly owned subsidiary, acquired substantially all of the assets and certain specified liabilities of China Mist Brands, Inc. dba China Mist Tea Company (“China Mist”), a provider of flavored and unflavored iced and hot teas. As part of the transaction, the Company assumed the lease on China Mist’s existing 17,400 square foot distribution and warehouse facility in Scottsdale, Arizona which is terminable upon twelve months’ notice.

The Company acquired China Mist for aggregate purchase consideration of \$12.2 million, consisting of \$11.2 million in cash paid at closing including estimated working capital adjustments of \$0.4 million, post-closing final working capital adjustments of \$0.6 million, and up to \$0.5 million in contingent consideration to be paid as earnout if certain sales levels are achieved in the calendar years of 2017 or 2018. This contingent earnout liability was estimated to have a fair value of \$0.5 million as of the closing date and was recorded in other long-term liabilities on the Company’s Condensed Consolidated Balance Sheet at June 30, 2017. At March 31, 2018, the Company recorded a change in the estimated fair value of contingent earnout consideration of \$(0.5) million, resulting in a balance of zero as the Company does not expect the contingent sales levels to be reached.

The financial effect of this acquisition was not material to the Company’s condensed consolidated financial statements. The Company has not presented pro forma results of operations for the acquisition because it is not significant to the Company’s consolidated results of operations.

The acquisition was accounted for as a business combination. The fair value of consideration transferred was allocated to the tangible and intangible assets acquired and liabilities assumed based on their estimated fair values on the acquisition date, with the remaining unallocated amount recorded as goodwill. The purchase price allocation is final.

The following table summarizes the final allocation of consideration transferred as of the acquisition date:

<u>(In thousands)</u>	<u>Fair Value</u>	<u>Estimated Useful Life (years)</u>
Cash paid, net of cash acquired	\$ 11,183	
Post-closing final working capital adjustments	553	
Fair value of contingent consideration	500	
Total consideration	<u>\$ 12,236</u>	
Accounts receivable	\$ 811	
Inventory	544	
Prepaid assets	48	
Property, plant and equipment	189	
Goodwill	2,927	
Intangible assets:		
Recipes	930	7
Non-compete agreement	100	5
Customer relationships	2,000	10
Trade name/trademark— <i>indefinite-lived</i>	5,070	
Accounts payable	(383)	
Total consideration, net of cash acquired	<u>\$ 12,236</u>	

In connection with this acquisition, the Company recorded goodwill of \$2.9 million, which is deductible for tax purposes. The Company also recorded \$3.0 million in finite-lived intangible assets that included recipes, a non-compete agreement and customer relationships and \$5.1 million in indefinite-lived trade name/trademark. The weighted average amortization period for the finite-lived intangible assets is 8.9 years. See [Note 13](#).

The determination of the fair value of intangible assets acquired was primarily based on significant inputs not observable in an active market and thus represent Level 3 fair value measurements as defined under GAAP.

The fair value assigned to the recipes was determined utilizing the replacement cost method, which captures the direct cost of the development effort plus lost profits over the time to re-create the recipes.

The fair value assigned to the non-compete agreement was determined utilizing the with and without method. Under the with and without method, the fair value of the intangible asset is estimated based on the difference in projected earnings with the agreement in place versus projected earnings based on starting with no agreement in place. Revenue and earnings projections were significant inputs into estimating the value of China Mist's non-compete agreement.

The fair value assigned to the customer relationships was determined based on management's estimate of the retention rate utilizing certain benchmarks. Revenue and earnings projections were also significant inputs into estimating the value of customer relationships.

The fair value assigned to the trade name/trademark was determined utilizing a multi-period excess earnings approach. Under the multi-period excess earnings approach, the fair value of the intangible asset is estimated to be the present value of future earnings attributable to the asset and this method utilizes revenue and cost projections including an assumed contributory asset charge.

During the Company's annual intangible asset impairment test as of January 31, 2018 and assessment of the recoverability of certain finite-lived intangible assets, the Company determined that the fair value of certain China Mist intangible assets was lower than the carrying value. As a result, the Company recorded an impairment charge during the three and nine months ended March 31, 2018. See [Note 13](#).

*West Coast Coffee Company, Inc.*

On February 7, 2017, the Company acquired substantially all of the assets and certain specified liabilities of West Coast Coffee Company, Inc. (“West Coast Coffee”), a coffee roaster and distributor with a focus on the convenience store, grocery and foodservice channels. As part of the transaction, the Company entered into a three-year lease on West Coast Coffee’s existing 20,400 square foot production, distribution and warehouse facility in Hillsboro, Oregon, which expires January 31, 2020, and assumed leases on six branch warehouses consisting of an aggregate of 24,150 square feet in Oregon, California and Nevada, expiring on various dates through November 2020. The Company acquired West Coast Coffee for aggregate purchase consideration of \$15.5 million, which included \$14.7 million in cash paid at closing including working capital adjustments of \$1.2 million, post-closing final working capital adjustments of \$(0.2) million, and up to \$1.0 million in contingent consideration to be paid as earnout if certain sales levels are achieved in the twenty-four months following the closing. This contingent earnout liability was estimated to have a fair value of \$0.6 million as of the closing date and is recorded in other long-term liabilities on the Company’s Condensed Consolidated Balance Sheet at March 31, 2018 and June 30, 2017. The earnout is expected to be paid within twenty-four months following the closing.

The financial effect of this acquisition was not material to the Company’s condensed consolidated financial statements. The Company has not presented pro forma results of operations for the acquisition because it is not significant to the Company’s consolidated results of operations.

The acquisition was accounted for as a business combination. The fair value of consideration transferred was allocated to the tangible and intangible assets acquired and liabilities assumed based on their estimated fair values on the acquisition date, with the remaining unallocated amount recorded as goodwill. The purchase price allocation is final.

The following table summarizes the final allocation of consideration transferred as of the acquisition date:

<u>(In thousands)</u>	<u>Fair Value</u>	<u>Estimated Useful Life (years)</u>
Cash paid, net of cash acquired	\$ 14,671	
Post-closing final working capital adjustments	(218)	
Fair value of contingent consideration	600	
Total consideration	<u>\$ 15,053</u>	
Accounts receivable	\$ 956	
Inventory	910	
Prepaid assets	16	
Property, plant and equipment	1,546	
Goodwill	7,630	
Intangible assets:		
Non-compete agreements	100	5
Customer relationships	4,400	10
Trade name—finite-lived	260	7
Brand name—finite-lived	250	1.7
Accounts payable	(833)	
Other liabilities	(182)	
Total consideration, net of cash acquired	<u>\$ 15,053</u>	

In connection with this acquisition, the Company recorded goodwill of \$7.6 million, which is deductible for tax purposes. The Company also recorded \$5.0 million in finite-lived intangible assets that included non-compete agreements, customer relationships, a trade name and a brand name. The weighted average amortization period for the finite-lived intangible assets is 9.3 years. See [Note 13](#).

The determination of the fair value of intangible assets acquired was primarily based on significant inputs not observable in an active market and thus represent Level 3 fair value measurements as defined under GAAP.

The fair value assigned to the non-compete agreements was determined utilizing the with and without method. Under the with and without method, the fair value of the intangible asset is estimated based on the difference in projected earnings with the agreements in place versus projected earnings based on starting with no agreements in place. Revenue and earnings projections were significant inputs into estimating the value of West Coast Coffee's non-compete agreements.

The fair value assigned to the customer relationships was determined utilizing a multi-period excess earnings approach. Under the multi-period excess earnings approach, the fair value of the intangible asset is estimated to be the present value of future earnings attributable to the asset and this method utilizes revenue and cost projections including an assumed contributory asset charge.

The fair values assigned to the trade name and the brand name were determined utilizing the relief from royalty method. The relief from royalty method is based on the premise that the intangible asset owner would be willing to pay a royalty rate to license the subject asset. The analysis involves forecasting revenue over the life of the asset, applying a royalty rate and a tax rate, and then discounting the savings back to present value at an appropriate discount rate.

#### ***Boyd Coffee Company***

On October 2, 2017 ("Closing Date"), the Company, through a wholly-owned subsidiary, acquired substantially all of the assets and certain specified liabilities of Boyd Coffee Company ("Boyd Coffee" or "Seller"), a coffee roaster and distributor with a focus on restaurants, hotels, and convenience stores on the West Coast of the United States. The acquired business of Boyd Coffee (the "Boyd Business") is expected to add to the Company's product portfolio, improve growth potential, increase the density and penetration of the Company's distribution footprint, and increase capacity utilization at the Company's production facilities.

At closing, as consideration for the purchase, the Company paid the Seller \$38.9 million in cash from borrowings under its senior secured revolving credit facility (see [Note 15](#)), and issued to Boyd Coffee 14,700 shares of the Company's Series A Preferred Stock, with a fair value of \$11.8 million as of the Closing Date. Additionally, the Company held back \$3.2 million in cash ("Holdback Cash Amount") and 6,300 shares of Series A Preferred Stock ("Holdback Stock") with a fair value of \$4.8 million as of the Closing Date, for the satisfaction of any post-closing working capital adjustment and to secure the Seller's (and the other seller parties') indemnification obligations under the purchase agreement. Any Holdback Cash Amount and Holdback Stock not used to satisfy indemnification claims (including pending claims) will be released to the Seller on the 18-month anniversary of the Closing Date.

In addition to the Holdback Cash, as part of the consideration for the purchase, at closing the Company held back \$1.1 million in cash (the "Multiemployer Plan Holdback") to pay, on behalf of the Seller, any assessment of withdrawal liability made against the Seller following the Closing Date in respect of the Seller's multiemployer pension plan. As the Company has not made this payment as of March 31, 2018 and expects settling the pension liability will take greater than twelve months, the Multiemployer Plan Holdback is recorded in other long-term liabilities on the Company's Condensed Consolidated Balance Sheet at March 31, 2018. See [Note 17](#).

The parties are in the process of determining the final net working capital under the purchase agreement. At March 31, 2018, the Company estimated a net working capital adjustment of \$(8.1) million, which is reflected in the preliminary purchase price allocation set forth below.

The following table summarizes the preliminary allocation of consideration transferred as of the acquisition date:

<u>(In thousands)</u>	<u>Fair Value</u>	<u>Estimated Useful Life (years)</u>
Cash paid	\$ 38,871	
Holdback Cash Amount	3,150	
Multiemployer Plan Holdback	1,056	
Fair value of Series A Preferred Stock (14,700 shares)(1)	11,756	
Fair value of Holdback Stock (6,300 shares)(1)	4,825	
Preliminary estimated post-closing working capital adjustment	(8,059)	
<b>Total consideration</b>	<b>\$ 51,599</b>	
Accounts receivable	\$ 7,166	
Inventory	9,415	
Prepaid expense and other assets	1,951	
Property, plant and equipment	4,936	
Goodwill	25,732	
Intangible assets:		
Customer relationships	16,000	10
Trade name/trademark—indefinite-lived	3,100	
Accounts payable	(15,080)	
Other liabilities	(1,621)	
<b>Total consideration</b>	<b>\$ 51,599</b>	

(1) Fair value of Series A Preferred Stock and Holdback Stock as of the Closing Date, estimated as the sum of (a) the present value of the dividends payable thereon and (b) the stated value of the Series A Preferred Stock or Holdback Stock, as the case may be, adjusted for both the conversion premium and the discount for lack of marketability arising from conversion restrictions.

The acquisition was accounted for as a business combination. The fair value of consideration transferred was allocated to the tangible and intangible assets acquired and liabilities assumed based on their estimated fair values on the acquisition date, with the remaining unallocated amount recorded as goodwill. The purchase price allocation is preliminary as the Company is in the process of finalizing the final post-closing net working capital adjustment. The preliminary purchase price allocation is subject to change and such change could be material based on numerous factors, including the final estimated fair value of the assets acquired and liabilities assumed and the amount of the final post-closing net working capital adjustment.

In connection with this acquisition, the Company recorded goodwill of \$25.7 million, which is deductible for tax purposes. The Company also recorded \$16.0 million in finite-lived intangible assets that included customer relationships and \$3.1 million in indefinite-lived intangible assets that included a trade name/trademark. Amounts recorded on the Company's Condensed Consolidated Balance Sheet at March 31, 2018 reflect the adjustment to amounts allocated to goodwill and intangible assets during the quarter. The amortization period for the finite-lived intangible assets is 10.0 years. See [Note 13](#).

The determination of the fair value of intangible assets acquired was primarily based on significant inputs not observable in an active market and thus represent Level 3 fair value measurements as defined under GAAP.

The fair value assigned to the customer relationships was determined based on management's estimate of the retention rate utilizing certain benchmarks. Revenue and earnings projections were also significant inputs into estimating the value of customer relationships.

The fair value assigned to the trade name/trademark was determined utilizing a multi-period excess earnings approach.

Under the multi-period excess earnings approach, the fair value of the intangible asset is estimated to be the present value of future earnings attributable to the asset and this method utilizes revenue and cost projections including an assumed contributory asset charge.

The following table presents the net sales and loss before taxes from the Boyd Business operations that are included in the Company's Condensed Consolidated Statements of Operations for the three and nine months ended March 31, 2018 (unaudited):

<b>(In thousands)</b>	<b>March 31, 2018</b>	
	<b>Three Months Ended</b>	<b>Nine Months Ended</b>
Net sales	\$ 22,848	\$ 49,138
Income before taxes	\$ 81	\$ 592

The Company considers the acquisition to be material to the Company's financial statements and has provided certain pro forma disclosures pursuant to ASC 805, "Business Combinations."

The following table sets forth certain unaudited pro forma financial results for the Company for the three and nine months ended March 31, 2018 and 2017, as if the acquisition of the Boyd Business was consummated on the same terms as of the first day of the applicable fiscal period.

<b>(In thousands)</b>	<b>Three Months Ended March 31,</b>		<b>Nine Months Ended March 31,</b>	
	<b>2018</b>	<b>2017</b>	<b>2018</b>	<b>2017</b>
Net sales	\$ 157,927	\$ 161,339	\$ 478,988	\$ 480,749
(Loss) income before taxes	\$ (3,611)	\$ 2,838	\$ (2,832)	\$ 39,252

At closing, the parties entered into a transition services agreement where the Seller agreed to provide certain accounting, marketing, human resources, information technology, sales and distribution and other administrative support during a transition period of up to 12 months. The Company also entered into a co-manufacturing agreement with the Seller for a transition period of up to 12 months as the Company transitions production into its plants. Amounts paid by the Company to the Seller for these services totaled \$10.2 million and \$19.4 million in the three and nine months ended March 31, 2018, respectively.

The Company has incurred acquisition and integration costs related to the Boyd Business acquisition, consisting primarily of legal and consulting expenses of \$1.6 million and \$5.0 million during the three and nine months ended March 31, 2018, respectively, which are included in general and administrative expenses in the Company's Condensed Consolidated Statements of Operations.

#### **Note 4. Restructuring Plans**

##### ***Corporate Relocation Plan***

On February 5, 2015, the Company announced a plan (the "Corporate Relocation Plan") to close its Torrance, California facility (the "Torrance Facility") and relocate its corporate headquarters, product development lab, and manufacturing and distribution operations from Torrance, California to a new facility in Northlake, Texas ("New Facility"). Approximately 350 positions were impacted as a result of the Torrance Facility closure. The Company's decision resulted from a comprehensive review of alternatives designed to make the Company more competitive and better positioned to capitalize on growth opportunities.

In the three and nine months ended March 31, 2018, no expenses associated with the Corporate Relocation Plan were incurred and there were no unpaid amounts at March 31, 2018.

The Company estimated that it would incur approximately \$31 million in cash costs in connection with the Corporate Relocation Plan consisting of \$18 million in employee retention and separation benefits, \$5 million in facility-related costs

and \$8 million in other related costs. Since the adoption of the Corporate Relocation Plan through March 31, 2018, the Company has recognized a total of \$31.5 million in aggregate cash costs including \$17.1 million in employee retention and separation benefits, \$7.0 million in facility-related costs related to the temporary office space, costs associated with the move of the Company's headquarters, relocation of the Company's Torrance operations and certain distribution operations and \$7.4 million in other related costs. The Company also recognized from inception through March 31, 2018 non-cash depreciation expense of \$2.3 million associated with the Torrance production facility resulting from the consolidation of coffee production operations with the Houston and Portland production facilities and \$1.4 million in non-cash rent expense recognized in the sale-leaseback of the Torrance Facility. The Company may incur certain pension-related costs in connection with the Corporate Relocation Plan. See [Note 14](#).

#### ***Direct Store Delivery ("DSD") Restructuring Plan***

On February 21, 2017, the Company announced a restructuring plan to reorganize its DSD operations in an effort to realign functions into a channel-based selling organization, streamline operations, acquire certain channel specific expertise, and improve selling effectiveness and financial results (the "DSD Restructuring Plan"). The strategic decision to undertake the DSD Restructuring Plan resulted from an ongoing operational review of various initiatives within the DSD selling organization. The Company has revised its estimated time of completion of the DSD Restructuring Plan from the end of the second quarter of fiscal 2018 to the end of calendar 2018.

The Company estimates that it will recognize approximately \$3.7 million to \$4.9 million of pre-tax restructuring charges by the end of calendar 2018 consisting of approximately \$1.9 million to \$2.7 million in employee-related costs, including severance, prorated bonuses for bonus eligible employees, contractual termination payments and outplacement services, and \$1.8 million to \$2.2 million in other related costs, including legal, recruiting, consulting, other professional services, and travel. The Company may also incur other charges not currently contemplated due to events that may occur as a result of, or associated with, the DSD Restructuring Plan.

Expenses related to the DSD Restructuring Plan in the three and nine months ended March 31, 2018 consisted of \$0 and \$24,000, respectively, in employee-related costs and \$0.1 million and \$0.3 million, respectively, in other related costs. Since the adoption of the DSD Restructuring Plan through March 31, 2018, the Company has recognized and paid a total of \$2.7 million in aggregate cash costs including \$1.1 million in employee-related costs, and \$1.6 million in other related costs. The remaining estimated costs of \$1.0 million to \$2.2 million are expected to be incurred in the remainder of calendar 2018.

#### **Note 5. New Facility**

##### ***Lease Agreement and Purchase Option Exercise***

On June 15, 2016, the Company exercised the purchase option to purchase the land and the partially constructed New Facility located thereon pursuant to the terms of the lease agreement dated as of July 17, 2015, as amended (the "Lease Agreement"). On September 15, 2016 ("Purchase Option Closing Date"), the Company closed the purchase option and acquired the land and the partially constructed New Facility located thereon for an aggregate purchase price of \$42.5 million (the "Purchase Price"), consisting of the purchase option price of \$42.0 million based on actual construction costs incurred as of the Purchase Option Closing Date plus the option exercise fee, plus amounts paid in respect of real estate commissions, title insurance, and recording fees. Upon closing of the purchase option, the Company recorded the aggregate purchase price of the New Facility in "Property, plant and equipment, net" on its consolidated balance sheet. The asset related to the New Facility lease obligation included in "Property, plant and equipment, net," the offsetting liability for the lease obligation included in "Other long-term liabilities" and the rent expense related to the land were reversed. Concurrent with the purchase option closing, on September 15, 2016, the Company terminated the Lease Agreement. The Company did not pay any early termination penalties in connection with the termination of the Lease Agreement.

##### ***Development Management Agreement***

In conjunction with the Lease Agreement, the Company also entered into a Development Management Agreement with an affiliate of Stream Realty Partners (the "DMA") to manage, coordinate, represent, assist and advise the Company on matters from the pre-development through construction of the New Facility. Services under the DMA have concluded. The Company incurred and paid \$4.0 million under this agreement which is included in "Buildings and Facilities" (see [Note 12](#)).

### ***Amended Building Contract***

On September 17, 2016, the Company and The Haskell Company (“Builder”) entered into a Change Order, which, among other things, amended the building contract previously entered into between the Company and Builder to provide a guaranteed maximum price and the basis for the price and the scope of Builder’s services in connection with the construction of the New Facility (the “Amended Building Contract”).

Pursuant to the Amended Building Contract, Builder provided pre-construction and construction services, including specialized industrial design and construction work in connection with Builder’s construction of certain production equipment installed in portions of the New Facility (the “Project”). In April 2017, the Company and Builder entered into a change order to change the scope of work which added \$0.6 million to the Amended Building Contract. Builder’s work on the Project has been completed. The Company incurred and paid \$22.5 million for Builder’s services in connection with the Project which amount is included in “Machinery and equipment” (see [Note 12](#)).

### ***New Facility Costs***

The Company estimated that the total construction costs including the cost of land for the New Facility would be approximately \$60 million. As of March 31, 2018, the Company has incurred an aggregate of \$60.8 million in construction costs. In addition to the costs to complete the construction of the New Facility, the Company estimated that it would incur approximately \$35 million to \$39 million for machinery and equipment, furniture and fixtures and related expenditures in connection with construction of the New Facility of which the Company has incurred an aggregate of \$33.2 million as of March 31, 2018, including \$22.5 million under the Amended Building Contract. The majority of the capital expenditures associated with machinery and equipment, furniture and fixtures, and related expenditures in connection with the initial construction of the New Facility were incurred in the first three quarters of fiscal 2017. The Company commenced distribution activities at the New Facility during the second quarter of fiscal 2017 and initial production activities late in the third quarter of fiscal 2017. The Company began roasting coffee in the New Facility in the fourth quarter of fiscal 2017.

### ***New Facility Expansion***

On February 9, 2018, the Company and Haskell entered into Task Order No. 6 pursuant to the Standard Form of Agreement between Owner and Design-Builder (AIA Document A141-2014 Edition) dated October 23, 2017. The Standard Form of Agreement serves as a master service agreement (“MSA”) between the Company and Haskell and does not contain any actual work scope or compensation amounts, but instead contemplates a number of project specific task orders (the “Task Orders”) to be executed between the parties, which will define the scope and price for particular projects to be performed under the pre-negotiated terms and conditions contained in the MSA. The MSA expires on December 31, 2021 (provided that any Task Order that is not finally complete at such time will remain in effect until completion).

Task Order 6 covers the expansion of the Company’s production lines (the “Expansion Project”) in the New Facility including expanding capacity to support the transition of Boyd Business volumes to the New Facility. Task Order 6 includes (i) pre-construction services to define the Company’s criteria for the industrial capacity Expansion Project, (ii) specialized industrial design services for the Expansion Project, (iii) specialty industrial equipment procurement and installation, and (iv) all construction services necessary to complete any modifications to the New Facility in order to accommodate the production line expansion, and to provide power to that expanded production capability. While the Company and Haskell have previously executed Task Orders 1-5, Task Order 6 includes the work and services to be performed under Task Orders 1-5 and, accordingly, Task Orders 1-5 have been superseded and voided by Task Order 6.

Task Order 6 is a guaranteed maximum price contract. Specifically, the maximum price payable by the Company to Haskell under Task Order 6 for all of Haskell’s services, equipment procurement and installation, and construction work in connection with the Expansion Project is \$19.3 million. In fiscal 2018, the Company anticipates paying between \$9 million to \$14 million in capital expenditures associated with the Expansion Project, of which \$2.9 million and \$5.6 million has been paid in the three and nine months ended March 31, 2018, respectively, with the balance of up to the guaranteed maximum price of \$19.3 million expected to be paid in fiscal 2019.

**Note 6. Sales of Assets**

***Sale of Torrance Facility***

On July 15, 2016, the Company completed the sale of the Torrance Facility, consisting of approximately 665,000 square feet of buildings located on approximately 20.3 acres of land, for an aggregate cash sale price of \$43.0 million, which sale price was subject to customary adjustments for closing costs and documentary transfer taxes. Cash proceeds from the sale of the Torrance Facility were \$42.5 million.

Following the closing of the sale, the Company leased back the Torrance Facility on a triple net basis through October 31, 2016 at zero base rent, and exercised two one-month extensions at a base rent of \$100,000 per month. In accordance with ASC 840, "Leases," due to the Company's continuing involvement with the property, the Company accounted for the transaction as a financing transaction, deferred the gain on sale of the Torrance Facility and recorded the net sale proceeds of \$42.5 million and accrued non-cash interest expense on the financing transaction in "Sale-leaseback financing obligation" on the Company's Condensed Consolidated Balance Sheet at September 30, 2016. The Company vacated the Torrance Facility in December 2016 and concluded the leaseback transaction. As a result, at December 31, 2016, the financing transaction qualified for sales recognition under ASC 840. Accordingly, in the nine months ended March 31, 2017, the Company recognized the net gain from sale of the Torrance Facility in the amount of \$37.4 million, including non-cash interest expense of \$0.7 million and non-cash rent expense of \$1.4 million, representing the rent for the zero base rent period previously recorded in "Other current liabilities" and removed the amounts recorded in "Assets held for sale" and the "Sale-leaseback financing obligation" on its consolidated balance sheet.

***Sale of Northern California Branch Property***

On September 30, 2016, the Company completed the sale of its branch property in Northern California for a sale price of \$2.2 million and leased it back through March 31, 2017, at a base rent of \$10,000 per month. The Company recognized a net gain on sale of the Northern California property in the nine months ended March 31, 2017 in the amount of \$2.0 million.

**Note 7. Derivative Instruments**

***Derivative Instruments Held***

***Coffee-Related Derivative Instruments***

The Company is exposed to commodity price risk associated with its price to be fixed green coffee purchase contracts, which are described further in Note 2 to the consolidated financial statements in the 2017 Form 10-K. The Company utilizes forward and option contracts to manage exposure to the variability in expected future cash flows from forecasted purchases of green coffee attributable to commodity price risk. Certain of these coffee-related derivative instruments utilized for risk management purposes have been designated as cash flow hedges, while other coffee-related derivative instruments have not been designated as cash flow hedges or do not qualify for hedge accounting despite hedging the Company's future cash flows on an economic basis.

The following table summarizes the notional volumes for the coffee-related derivative instruments held by the Company at March 31, 2018 and June 30, 2017:

<b>(In thousands)</b>	<b>March 31, 2018</b>	<b>June 30, 2017</b>
<b>Derivative instruments designated as cash flow hedges:</b>		
Long coffee pounds	32,625	33,038
<b>Derivative instruments not designated as cash flow hedges:</b>		
Long coffee pounds	2,129	2,121
Less: Short coffee pounds	(38)	—
<b>Total</b>	<b>34,716</b>	<b>35,159</b>

Coffee-related derivative instruments designated as cash flow hedges outstanding as of March 31, 2018 will expire within 18 months.

**Effect of Derivative Instruments on the Financial Statements**

*Balance Sheets*

Fair values of derivative instruments on the Company's Condensed Consolidated Balance Sheets:

	Derivative Instruments Designated as Cash Flow Hedges		Derivative Instruments Not Designated as Accounting Hedges	
	March 31, 2018	June 30, 2017	March 31, 2018	June 30, 2017
<b>(In thousands)</b>				
Financial Statement Location:				
Short-term derivative assets(1):				
Coffee-related derivative instruments	\$ 16	\$ 66	\$ 1	\$ —
Long-term derivative assets(2):				
Coffee-related derivative instruments	\$ —	\$ 66	\$ —	\$ —
Short-term derivative liabilities(1):				
Coffee-related derivative instruments	\$ 2,068	\$ 1,733	\$ 553	\$ 190
Long-term derivative liabilities(2):				
Coffee-related derivative instruments	\$ 146	\$ 446	\$ —	\$ —

(1) Included in "Short-term derivative liabilities" on the Company's Condensed Consolidated Balance Sheets at March 31, 2018 and June 30, 2017.

(2) Included in "Other long-term liabilities" on the Company's Condensed Consolidated Balance Sheets at March 31, 2018 and June 30, 2017.

*Statements of Operations*

The following table presents pretax net gains and losses for the Company's coffee-related derivative instruments designated as cash flow hedges, as recognized in accumulated other comprehensive income (loss) "AOCI," "Cost of goods sold" and "Other, net":

<b>(In thousands)</b>	Three Months Ended March 31,		Nine Months Ended March 31,		Financial Statement Classification
	2018	2017	2018	2017	
Net (losses) gains recognized in AOCI	\$ (3,265)	\$ 188	\$ (5,724)	\$ (2,029)	AOCI
Net (losses) gains recognized in earnings	\$ (1,815)	\$ 865	\$ (2,419)	\$ 614	Costs of goods sold
Net gains recognized in earnings (ineffective portion)(1)	\$ —	\$ 90	\$ 48	\$ 63	Other, net

(1) Amount included in nine months ended March 31, 2018 relates to trades terminated prior to the adoption of ASU 2017-12. See [Note 2](#).

For the three and nine months ended March 31, 2018 and 2017, there were no gains or losses recognized in earnings as a result of excluding amounts from the assessment of hedge effectiveness or as a result of reclassifications to earnings following the discontinuance of any cash flow hedges.

Net losses on derivative instruments and investments in the Company's Condensed Consolidated Statements of Cash Flows also include net gains and losses on coffee-related derivative instruments designated as cash flow hedges reclassified to cost of goods sold from AOCI in the nine months ended March 31, 2018 and 2017. Gains and losses on derivative instruments not designated as accounting hedges are included in "Other, net" in the Company's Condensed Consolidated Statements of Operations and in "Net losses on derivative instruments and investments" in the Company's Condensed Consolidated Statements of Cash Flows.

Net gains and losses recorded in “Other, net” are as follows:

(In thousands)	Three Months Ended March 31,		Nine Months Ended March 31,	
	2018	2017	2018	2017
Net (losses) gains on coffee-related derivative instruments	\$ (444)	\$ 188	\$ (537)	\$ (1,052)
Net gains (losses) on investments	—	738	7	(354)
Net (losses) gains on derivative instruments and investments(1)	(444)	926	(530)	(1,406)
Other gains, net(2)	598	118	1,324	318
Other, net	\$ 154	\$ 1,044	\$ 794	\$ (1,088)

(1) Excludes net gains and losses on coffee-related derivative instruments designated as cash flow hedges recorded in cost of goods sold in the three and nine months ended March 31, 2018 and 2017.

(2) Includes \$(0.5) million change in estimated fair value of the China Mist contingent earnout consideration in the three and nine months ended March 31, 2018.

### Offsetting of Derivative Assets and Liabilities

The Company has agreements in place that allow for the financial right of offset for derivative assets and liabilities at settlement or in the event of default under the agreements. Additionally, the Company maintains accounts with its brokers to facilitate financial derivative transactions in support of its risk management activities. Based on the value of the Company’s positions in these accounts and the associated margin requirements, the Company may be required to deposit cash into these broker accounts.

The following table presents the Company’s net exposure from its offsetting derivative asset and liability positions as of the reporting dates indicated:

(In thousands)		Gross Amount	Netting Adjustments	Cash Collateral	Net Exposure
		Reported on Balance Sheet		Posted	
March 31, 2018	Derivative Assets	\$ 17	\$ (17)	\$ —	\$ —
	Derivative Liabilities	\$ 2,767	\$ (17)	\$ —	\$ 2,750
June 30, 2017	Derivative Assets	\$ 132	\$ (132)	\$ —	\$ —
	Derivative Liabilities	\$ 2,369	\$ (132)	\$ —	\$ 2,237

### Cash Flow Hedges

Changes in the fair value of the Company’s coffee-related derivative instruments designated as cash flow hedges, to the extent effective, are deferred in AOCI and reclassified into cost of goods sold in the same period or periods in which the hedged forecasted purchases affect earnings, or when it is probable that the hedged forecasted transaction will not occur by the end of the originally specified time period. Based on recorded values at March 31, 2018, \$(5.4) million of net losses on coffee-related derivative instruments designated as cash flow hedges are expected to be reclassified into cost of goods sold within the next twelve months. These recorded values are based on market prices of the commodities as of March 31, 2018. Due to the volatile nature of commodity prices, actual gains or losses realized within the next twelve months will likely differ from these values.

## Note 8. Investments

The following table shows gains and losses on trading securities:

(In thousands)	Three Months Ended March 31,		Nine Months Ended March 31,	
	2018	2017	2018	2017
Total gains (losses) recognized from trading securities	\$ —	\$ 738	\$ 7	\$ (354)
Less: Realized gains from sales of trading securities	—	7	7	5
Unrealized gains (losses) from trading securities	\$ —	\$ 731	\$ —	\$ (359)

## Note 9. Fair Value Measurements

Assets and liabilities measured and recorded at fair value on a recurring basis were as follows:

(In thousands)	Total	Level 1	Level 2	Level 3
<b>March 31, 2018</b>				
Preferred stock	\$ —	\$ —	\$ —	\$ —
Derivative instruments designated as cash flow hedges:				
Coffee-related derivative assets(1)	\$ 16	\$ —	\$ 16	\$ —
Coffee-related derivative liabilities(1)	\$ 2,214	\$ —	\$ 2,214	\$ —
Derivative instruments not designated as accounting hedges:				
Coffee-related derivative assets(1)	\$ 1	\$ —	\$ 1	\$ —
Coffee-related derivative liabilities(1)	\$ 553	\$ —	\$ 553	\$ —
<b>June 30, 2017</b>				
Preferred stock(2)	\$ 368	\$ —	\$ 368	\$ —
Derivative instruments designated as cash flow hedges:				
Coffee-related derivative assets(1)	\$ 132	\$ —	\$ 132	\$ —
Coffee-related derivative liabilities(1)	\$ 2,179	\$ —	\$ 2,179	\$ —
Derivative instruments not designated as accounting hedges:				
Coffee-related derivative liabilities(1)	\$ 190	\$ —	\$ 190	\$ —

(1) The Company's coffee-related derivative instruments are traded over-the-counter and, therefore, classified as Level 2.

(2) Included in "Short-term investments" on the Company's Condensed Consolidated Balance Sheet at June 30, 2017.

## Note 10. Accounts Receivable, Net

(In thousands)	March 31, 2018	June 30, 2017
Trade receivables	\$ 59,804	\$ 44,531
Other receivables(1)	3,102	2,636
Allowance for doubtful accounts	(918)	(721)
Accounts receivable, net	\$ 61,988	\$ 46,446

(1) At March 31, 2018 and June 30, 2017, respectively, the Company had recorded \$0.2 million and \$0.4 million, in "Other receivables" included in "Accounts receivable, net" on its Condensed Consolidated Balance Sheets representing earnout receivable from Harris Spice Company.

**Note 11. Inventories**

(In thousands)	March 31, 2018	June 30, 2017
Coffee		
Processed	\$ 16,755	\$ 14,085
Unprocessed	26,485	17,083
Total	\$ 43,240	\$ 31,168
Tea and culinary products		
Processed	\$ 24,981	\$ 20,741
Unprocessed	922	74
Total	\$ 25,903	\$ 20,815
Coffee brewing equipment parts	\$ 5,937	\$ 4,268
Total inventories	\$ 75,080	\$ 56,251

In addition to product cost, inventory costs include expenditures such as direct labor and certain supply and overhead expenses incurred in bringing the inventory to its existing condition and location. The “Unprocessed” inventory values as stated in the above table represent the value of raw materials and the “Processed” inventory values represent all other products consisting primarily of finished goods.

The Company does not expect inventory levels at June 30, 2018 to decrease from the levels at June 30, 2017 and, therefore, recorded no expected beneficial effect of the liquidation of LIFO inventory quantities in the three and nine months ended March 31, 2018. The Company recorded \$0.8 million and \$2.5 million in expected beneficial effect of the liquidation of LIFO inventory quantities in cost of goods sold in the three and nine months ended March 31, 2017, respectively. Interim LIFO calculations must necessarily be based on management’s estimates of expected fiscal year-end inventory levels and costs. Because these estimates are subject to many forces beyond management’s control, interim results are subject to the final fiscal year-end LIFO inventory valuation.

**Note 12. Property, Plant and Equipment**

(In thousands)	March 31, 2018	June 30, 2017
Buildings and facilities	\$ 108,515	\$ 108,682
Machinery and equipment	224,993	201,236
Equipment under capital leases	2,486	7,540
Capitalized software	23,611	21,794
Office furniture and equipment	13,350	12,758
	372,955	352,010
Accumulated depreciation	(205,672)	(192,280)
Land	16,218	16,336
Property, plant and equipment, net	\$ 183,501	\$ 176,066

**Note 13. Goodwill and Intangible Assets**

The carrying value of goodwill in the nine months ended March 31, 2018 increased by \$25.6 million. This was due to the acquisition of the Boyd Business adding \$25.7 million of goodwill as well as the final working capital adjustment made to the West Coast Coffee purchase price allocation which reduced goodwill by \$0.1 million. The carrying value of goodwill at March 31, 2018 and June 30, 2017 was \$36.6 million and \$11.0 million, respectively.

The following is a summary of the Company's amortized and unamortized intangible assets other than goodwill:

(In thousands)	March 31, 2018		June 30, 2017	
	Gross Carrying Amount(1)	Accumulated Amortization(1)	Gross Carrying Amount	Accumulated Amortization
Amortized intangible assets:				
Customer relationships(2)	\$ 33,003	\$ (12,300)	\$ 17,353	\$ (10,883)
Non-compete agreements	220	(71)	220	(38)
Recipes	930	(188)	930	(88)
Trade name/brand name	510	(225)	510	(84)
Total amortized intangible assets	\$ 34,663	\$ (12,784)	\$ 19,013	\$ (11,093)
Unamortized intangible assets:				
Trademarks, trade names and brand name with indefinite lives(3)	\$ 10,328	\$ —	\$ 10,698	\$ —
Total unamortized intangible assets	\$ 10,328	\$ —	\$ 10,698	\$ —
Total intangible assets	\$ 44,991	\$ (12,784)	\$ 29,711	\$ (11,093)

- (1) Reflects the preliminary purchase price allocation for the acquisition of the Boyd Business. Subject to change based on numerous factors, including the final estimated fair value of the assets acquired and the liabilities assumed and the amount of the final post-closing net working capital adjustment. Adjustments in the purchase price allocation may require an adjustment of the amounts allocated to goodwill.
- (2) At March 31, 2018, reflects the adjustment of \$15.0 million in customer relationships to goodwill in connection with the finalization of valuation inputs including growth assumptions, cost projections and discount rates which were used in the fair value calculation of intangible assets acquired in connection with the Boyd Business acquisition, and impairment charges of \$0.3 million for customer relationships acquired in connection with the China Mist acquisition.
- (3) At March 31, 2018 reflects the adjustment of \$0.3 million in trade name/trademark from goodwill in connection with the finalization of valuation inputs including growth assumptions, cost projections and discount rates which were used in the fair value calculation of intangible assets acquired in connection with the Boyd Business acquisition, and impairment charges of \$3.5 million for trade name/trademark acquired in connection with the China Mist acquisition.

Aggregate amortization expense for the three months ended March 31, 2018 and 2017 was \$0.3 million and \$0.1 million, respectively. Aggregate amortization expense for the nine months ended March 31, 2018 and 2017 was \$1.7 million and \$0.2 million, respectively.

The Company performed its annual test of impairment as of January 31, 2018, to determine the recoverability of the carrying values of goodwill and indefinite-lived intangible assets. The Company also assessed the recoverability of certain finite-lived intangible assets. As a result of these impairment tests, the Company determined that the trade name/trademark and customer relationships intangible assets acquired in connection with the China Mist acquisition were impaired as the carrying value exceeded the estimated fair value. Accordingly, the Company recorded total impairment charges of \$3.8 million in the three and nine months ended March 31, 2018.

#### Note 14. Employee Benefit Plans

The Company provides benefit plans for full-time employees who work 30 hours or more per week, including 401(k), health and other welfare benefit plans and, in certain circumstances, pension benefits. Generally, the plans provide health benefits after 30 days and other retirement benefits based on years of service and/or a combination of years of service and earnings. In addition, the Company contributes to two multiemployer defined benefit pension plans, one multiemployer defined contribution pension plan and nine multiemployer defined contribution plans other than pension plans that provide medical, vision, dental and disability benefits for active, union-represented employees subject to collective bargaining agreements. In addition, the Company sponsors a postretirement defined benefit plan that covers qualified non-union retirees and certain qualified union retirees and provides retiree medical coverage and, depending on the age of the retiree,

dental and vision coverage. The Company also provides a postretirement death benefit to certain of its employees and retirees.

The Company is required to recognize the funded status of a benefit plan in its consolidated balance sheets. The Company is also required to recognize in other comprehensive income (“OCI”) certain gains and losses that arise during the period but are deferred under pension accounting rules.

#### Single Employer Pension Plans

The Company has a defined benefit pension plan, the Farmer Bros. Co. Pension Plan for Salaried Employees (the “Farmer Bros. Plan”), for Company employees hired prior to January 1, 2010, who are not covered under a collective bargaining agreement. The Company amended the Farmer Bros. Plan, freezing the benefit for all participants effective June 30, 2011. After the plan freeze, participants do not accrue any benefits under the Farmer Bros. Plan, and new hires are not eligible to participate in the Farmer Bros. Plan. As all plan participants became inactive following this pension curtailment, net (gain) loss is now amortized based on the remaining life expectancy of these participants instead of the remaining service period of these participants.

The Company also has two defined benefit pension plans for certain employees covered under collective bargaining agreements (the “Brewmatic Plan” and the “Hourly Employees’ Plan”). Effective October 1, 2016, the Company froze benefit accruals and participation in the Hourly Employees’ Plan. After the plan freeze, participants do not accrue any benefits under the plan, and new hires are not eligible to participate in the plan. After the freeze, the participants in the plan are eligible to receive the Company’s matching contributions to their 401(k).

The net periodic benefit cost for the defined benefit pension plans is as follows:

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2018	2017	2018	2017
<b>(In thousands)</b>				
Service cost	\$ —	\$ 124	\$ —	\$ 372
Interest cost	1,432	1,397	4,296	4,191
Expected return on plan assets	(1,456)	(1,607)	(4,368)	(4,821)
Amortization of net loss(1)	418	508	1,254	1,524
Net periodic benefit cost	\$ 394	\$ 422	\$ 1,182	\$ 1,266

(1) These amounts represent the estimated portion of the net loss in AOCI that is expected to be recognized as a component of net periodic benefit cost over the current fiscal year.

#### Weighted-Average Assumptions Used to Determine Net Periodic Benefit Cost

	Fiscal	
	2018	2017
Discount rate	3.80%	3.55%
Expected long-term return on plan assets	6.75%	7.75%

#### Basis Used to Determine Expected Long-Term Return on Plan Assets

The expected long-term return on plan assets assumption was developed as a weighted average rate based on the target asset allocation of the plan and the Long-Term Capital Market Assumptions (CMA) 2014. The capital market assumptions were developed with a primary focus on forward-looking valuation models and market indicators. The key fundamental economic inputs for these models are future inflation, economic growth, and interest rate environment. Due to the long-term nature of the pension obligations, the investment horizon for the CMA 2014 is 20 to 30 years. In addition to forward-looking models, historical analysis of market data and trends was reflected, as well as the outlook of recognized economists, organizations and consensus CMA from other credible studies.

### ***Multiemployer Pension Plans***

The Company participates in two multiemployer defined benefit pension plans that are union sponsored and collectively bargained for the benefit of certain employees subject to collective bargaining agreements, of which the Western Conference of Teamsters Pension Plan (“WCTPP”) is individually significant. The Company makes contributions to these plans generally based on the number of hours worked by the participants in accordance with the provisions of negotiated labor contracts.

The risks of participating in multiemployer pension plans are different from single-employer plans in that: (i) assets contributed to a multiemployer plan by one employer may be used to provide benefits to employees of other participating employers; (ii) if a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers; and (iii) if the Company stops participating in the multiemployer plan, the Company may be required to pay the plan an amount based on the underfunded status of the plan, referred to as a withdrawal liability.

On October 30, 2017, counsel to the Company received written confirmation that the Western Conference of Teamsters Pension Trust (the “WCT Pension Trust”) will be retracting its claim, stated in its letter to the Company dated July 10, 2017 (the “WCT Pension Trust Letter”), that certain of the Company’s employment actions in 2015 resulting from the Corporate Relocation Plan constituted a partial withdrawal from the WCTPP. The written confirmation stated that the WCT Pension Trust has determined that a partial withdrawal did not occur in 2015 and further stated that the withdrawal liability assessment has been rescinded. This rescinding of withdrawal liability assessment applies to Company employment actions in 2015 with respect to the bargaining units that were specified in the WCT Pension Trust Letter. As of March 31, 2018, the Company is not able to predict whether the WCT Pension Trust may make a claim, or estimate the extent of potential withdrawal liability, related to the Corporate Relocation Plan for actions or bargaining units other than those specified in the WCT Pension Trust Letter.

In fiscal 2012, the Company withdrew from the Local 807 Labor-Management Pension Fund (“Pension Fund”) and recorded a charge of \$4.3 million associated with withdrawal from this plan, representing the present value of the estimated withdrawal liability expected to be paid in quarterly installments of \$0.1 million over 80 quarters. On November 18, 2014, the Pension Fund sent the Company a notice of assessment of withdrawal liability in the amount of \$4.4 million, which the Pension Fund adjusted to \$4.9 million on January 5, 2015. The Company is in the process of negotiating a reduced liability amount. The Company has commenced quarterly installment payments to the Pension Fund of \$91,000 pending the final settlement of the liability. The total estimated withdrawal liability is \$4.0 million and its present value are reflected in the Company’s Condensed Consolidated Balance Sheets at March 31, 2018 and June 30, 2017 as short-term with the expectation of paying off the liability in fiscal 2019.

Future collective bargaining negotiations may result in the Company withdrawing from the remaining multiemployer pension plans in which it participates and, if successful, the Company may incur a withdrawal liability, the amount of which could be material to the Company’s results of operations and cash flows.

### ***Multiemployer Plans Other Than Pension Plans***

The Company participates in nine multiemployer defined contribution plans other than pension plans that provide medical, vision, dental and disability benefits for active, union-represented employees subject to collective bargaining agreements. The plans are subject to the provisions of the Employee Retirement Income Security Act of 1974, and provide that participating employers make monthly contributions to the plans in an amount as specified in the collective bargaining agreements. Also, the plans provide that participants make self-payments to the plans, the amounts of which are negotiated through the collective bargaining process. The Company’s participation in these plans is governed by collective bargaining agreements which expire on or before June 30, 2022.

### ***401(k) Plan***

The Company’s 401(k) Plan is available to all eligible employees. The Company’s 401(k) match portion is available to all eligible employees who have worked more than 1,000 hours during a calendar year and were employed at the end of the calendar year. Participants in the 401(k) Plan may choose to contribute a percentage of their annual pay subject to the maximum contribution allowed by the Internal Revenue Service. The Company’s matching contribution is discretionary, based on approval by the Company’s Board of Directors. For the calendar years 2018 and 2017, the Company’s Board of Directors approved a Company matching contribution of 50% of an employee’s annual contribution to the 401(k) Plan, up to 6% of the employee’s eligible income. The matching contributions (and any earnings thereon) vest at the rate of 20% for

each of the participant's first 5 years of vesting service, so that a participant is fully vested in his or her matching contribution account after 5 years of vesting service, subject to accelerated vesting under certain circumstances in connection with the Corporate Relocation Plan due to the closure of the Company's Torrance Facility, a reduction-in-force at another Company facility designated by the Administrative Committee of the Farmer Bros. Co. Qualified Employee Retirement Plans, or in connection with certain reductions-in-force that occurred during 2017. A participant is automatically vested in the event of death, disability or attainment of age 65 while employed by the Company. Employees are 100% vested in their contributions. For employees subject to a collective bargaining agreement, the match is only available if so provided in the labor agreement.

The Company recorded matching contributions of \$0.5 million and \$0.4 million in operating expenses in the three months ended March 31, 2018 and 2017, respectively, and \$1.5 million and \$1.2 million in operating expenses in the nine months ended March 31, 2018 and 2017, respectively.

#### Postretirement Benefits

The Company sponsors a postretirement defined benefit plan that covers qualified non-union retirees and certain qualified union retirees ("Retiree Medical Plan"). The plan provides medical, dental and vision coverage for retirees under age 65 and medical coverage only for retirees age 65 and above. Under this postretirement plan, the Company's contributions toward premiums for retiree medical, dental and vision coverage for participants and dependents are scaled based on length of service, with greater Company contributions for retirees with greater length of service, subject to a maximum monthly Company contribution.

The Company also provides a postretirement death benefit ("Death Benefit") to certain of its employees and retirees, subject, in the case of current employees, to continued employment with the Company until retirement and certain other conditions related to the manner of employment termination and manner of death. The Company records the actuarially determined liability for the present value of the postretirement death benefit. The Company has purchased life insurance policies to fund the postretirement death benefit wherein the Company owns the policy but the postretirement death benefit is paid to the employee's or retiree's beneficiary. The Company records an asset for the fair value of the life insurance policies which equates to the cash surrender value of the policies.

#### Retiree Medical Plan and Death Benefit

The following table shows the components of net periodic postretirement benefit cost for the Retiree Medical Plan and Death Benefit for the three and nine months ended March 31, 2018 and 2017. Net periodic postretirement benefit cost for the three and nine months ended March 31, 2018 was based on employee census information and asset information as of June 30, 2017.

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2018	2017	2018	2017
<i>(In thousands)</i>				
Service cost	\$ 152	\$ 190	\$ 456	\$ 570
Interest cost	209	207	627	621
Amortization of net gain	(210)	(157)	(630)	(471)
Amortization of prior service credit	(439)	(439)	(1,317)	(1,317)
Net periodic postretirement benefit credit	\$ (288)	\$ (199)	\$ (864)	\$ (597)

#### Weighted-Average Assumptions Used to Determine Net Periodic Postretirement Benefit Cost

	Fiscal	
	2018	2017
Retiree Medical Plan discount rate	4.13%	3.73%
Death Benefit discount rate	4.12%	3.79%

#### Note 15. Bank Loan

The Company maintains a \$125.0 million senior secured revolving credit facility (the “Revolving Facility”) with JPMorgan Chase Bank, N.A. and SunTrust Bank (collectively, the “Lenders”), with a sublimit on letters of credit and swingline loans of \$30.0 million and \$15.0 million respectively. The Revolving Facility includes an accordion feature whereby the Company may increase the Revolving Commitment by up to an additional \$50.0 million, subject to certain conditions. Advances are based on the Company’s eligible accounts receivable, eligible inventory, and the value of certain real property and trademarks, less required reserves. The commitment fee is a flat fee of 0.25% per annum irrespective of average revolver usage. Outstanding obligations are collateralized by all of the Company’s assets, excluding certain real property not included in the borrowing base and machinery and equipment (other than inventory). Borrowings under the Revolving Facility bear interest based on average historical excess availability levels with a range of PRIME - 0.25% to PRIME + 0.50% or Adjusted LIBO Rate + 1.25% to Adjusted LIBO Rate + 2.00%. The Company is subject to a variety of affirmative and negative covenants of types customary in an asset-based lending facility, including financial covenants relating to the maintenance of a fixed charge coverage ratio in certain circumstances, and the right of the Lenders to establish reserve requirements, which may reduce the amount of credit otherwise available to the Company. The Company is allowed to pay dividends, provided, among other things, certain excess availability requirements are met, and no event of default exists or has occurred and is continuing as of the date of any such payment and after giving effect thereto. The Revolving Facility matures on August 25, 2022.

At March 31, 2018, the Company was eligible to borrow up to a total of \$122.7 million under the Revolving Facility and had outstanding borrowings of \$85.9 million, utilized \$1.1 million of the letters of credit sublimit, and had excess availability under the Revolving Facility of \$35.7 million. At March 31, 2018, the weighted average interest rate on the Company’s outstanding borrowings under the Revolving Facility was 3.85% and the Company was in compliance with all of the restrictive covenants under the Revolving Facility.

#### Note 16. Share-based Compensation

##### *Farmer Bros. Co. 2017 Long-Term Incentive Plan*

On June 20, 2017 (the “Effective Date”), the Company’s stockholders approved the Farmer Bros. Co. 2017 Long-Term Incentive Plan (the “2017 Plan”). The 2017 Plan succeeded the Company’s prior long-term incentive plans, the Farmer Bros. Co. Amended and Restated 2007 Long-Term Incentive Plan (the “Amended Equity Plan”) and the Farmer Bros. Co. 2007 Omnibus Plan (collectively, the “Prior Plans”). On the Effective Date, the Company ceased granting awards under the Prior Plans; however, awards outstanding under the Prior Plans will remain subject to the terms of the applicable Prior Plan. The 2017 Plan provides for the grant of stock options (including incentive stock options and non-qualified stock options), stock appreciation rights, restricted stock, restricted stock units, dividend equivalents, performance shares and other stock- or cash-based awards to eligible participants. Non-employee directors of the Company and employees of the Company or any of its subsidiaries are eligible to receive awards under the 2017 Plan.

The 2017 Plan authorizes the issuance of (i) 900,000 shares of common stock plus (ii) the number of shares of common stock subject to awards under the Company’s Prior Plans that are outstanding as of the Effective Date and that expire or are forfeited, cancelled or similarly lapse following the Effective Date. Subject to certain limitations, shares of common stock covered by awards granted under the 2017 Plan that are forfeited, expire or lapse, or are repurchased for or paid in cash, may be used again for new grants under the 2017 Plan. As of March 31, 2018, there were 955,446 shares available under the 2017 Plan including shares that were forfeited under the Prior Plans. Shares of common stock granted under the 2017 Plan may be authorized but unissued shares, shares purchased on the open market or treasury shares. In no event will more than 900,000 shares of common stock be issuable pursuant to the exercise of incentive stock options under the 2017 Plan.

The 2017 Plan contains a minimum vesting requirement, subject to limited exceptions, that awards made under the 2017 Plan may not vest earlier than the date that is one year following the grant date of the award. The 2017 Plan also contains provisions with respect to payment of exercise or purchase prices, vesting and expiration of awards, adjustments and treatment of awards upon certain corporate transactions, including stock splits, recapitalizations and mergers, transferability of awards and tax withholding requirements.

The 2017 Plan may be amended or terminated by the Board at any time, subject to certain limitations requiring stockholder consent or the consent of the applicable participant. In addition, the administrator of the 2017 Plan may not,

without the approval of the Company's stockholders, authorize certain re-pricings of any outstanding stock options or stock appreciation rights granted under the 2017 Plan. The 2017 Plan will expire on June 20, 2027.

**Non-qualified stock options with time-based vesting ("NQOs")**

In the nine months ended March 31, 2018, the Company granted 124,278 shares issuable upon the exercise of NQOs to eligible employees under the 2017 Plan. These NQOs have an exercise price of \$31.70 per share, which was the closing price of the Company's common stock as reported on the NASDAQ Global Select Market on the date of grant. One-third of the total number of shares subject to each such stock option vest ratably on each of the first three anniversaries of the grant date, contingent on continued employment, and subject to accelerated vesting in certain circumstances.

Following are the assumptions used in the Black-Scholes valuation model for NQOs granted during the nine months ended March 31, 2018.

	Nine Months Ended March 31, 2018
Weighted average fair value of NQOs	\$31.70
Risk-free interest rate	2.0%
Dividend yield	—%
Average expected term	4.6 years
Expected stock price volatility	35.4%

The following table summarizes NQO activity for the nine months ended March 31, 2018:

<u>Outstanding NQOs:</u>	Number of NQOs	Weighted Average Exercise Price (\$)	Weighted Average Grant Date Fair Value (\$)	Weighted Average Remaining Life (Years)	Aggregate Intrinsic Value (\$ in thousands)
Outstanding at June 30, 2017	133,464	13.05	5.99	2.6	2,299
Granted	124,278	31.70	10.41	6.4	—
Exercised	(62,489)	12.51	5.78	—	1,233
Cancelled/Forfeited	(9,114)	28.12	10.76	—	—
Outstanding at March 31, 2018	<u>186,139</u>	24.94	8.78	4.9	1,162
Vested and exercisable at March 31, 2018	63,832	12.01	5.60	1.7	1,162
Vested and expected to vest at March 31, 2018	176,915	24.59	8.69	4.8	1,162

The aggregate intrinsic values outstanding at the end of each fiscal period in the table above represent the total pretax intrinsic values, based on the Company's closing stock price of \$30.20 at March 29, 2018 and \$30.25 at June 30, 2017, representing the last trading day of the respective fiscal periods, which would have been received by NQO holders had all award holders exercised their NQOs that were in-the-money as of those dates. The aggregate intrinsic value of NQO exercises in the nine months ended March 31, 2018 represents the difference between the exercise price and the value of the Company's common stock at the time of exercise. NQOs outstanding that are expected to vest are net of estimated forfeitures.

During the nine months ended March 31, 2018, 945 NQOs vested and 62,489 NQOs were exercised. Total fair value of NQOs vested during the nine months ended March 31, 2018 was \$12,000. The Company received \$0.8 million and \$0.5 million in proceeds from exercises of vested NQOs in the nine months ended March 31, 2018 and 2017, respectively.

At March 31, 2018 and June 30, 2017, respectively, there was \$1.1 million and \$80,000 of unrecognized compensation cost related to NQOs. The unrecognized compensation cost related to NQOs at March 31, 2018 is expected to be recognized over the weighted average period of 2.6 years. Total compensation expense for NQOs in the three months ended March 31, 2018 and 2017 was \$92,000 and \$14,000, respectively. Total compensation expense for NQOs in the nine months ended March 31, 2018 and 2017 was \$0.2 million and \$0.1 million, respectively.

**Non-qualified stock options with performance-based and time-based vesting (“PNQs”)**

In the nine months ended March 31, 2018, the Company granted no shares issuable upon the exercise of PNQs. The following table summarizes PNQ activity for the nine months ended March 31, 2018:

<b>Outstanding PNQs:</b>	<b>Number of PNQs</b>	<b>Weighted Average Exercise Price (\$)</b>	<b>Weighted Average Grant Date Fair Value (\$)</b>	<b>Weighted Average Remaining Life (Years)</b>	<b>Aggregate Intrinsic Value (\$ in thousands)</b>
Outstanding at June 30, 2017	358,786	27.75	10.96	5.2	1,181
Granted	—	—	—	—	—
Exercised	(10,342)	27.13	11.02	—	61
Cancelled/Forfeited	(46,352)	32.08	11.43	—	—
Outstanding at March 31, 2018	<u>302,092</u>	27.10	10.89	4.3	1,127
Vested and exercisable at March 31, 2018	223,318	25.54	10.72	4.0	1,104
Vested and expected to vest at March 31, 2018	298,531	27.04	10.88	4.3	1,126

The aggregate intrinsic values outstanding at the end of each fiscal period in the table above represent the total pretax intrinsic values, based on the Company’s closing stock price of \$30.20 at March 29, 2018 and \$30.25 at June 30, 2017 representing the last trading day of the respective fiscal periods, which would have been received by PNQ holders had all award holders exercised their PNQs that were in-the-money as of those dates. The aggregate intrinsic value of PNQ exercises in the nine months ended March 31, 2018 represents the difference between the exercise price and the value of the Company’s common stock at the time of exercise. PNQs outstanding that are expected to vest are net of estimated forfeitures.

During the nine months ended March 31, 2018, 82,899 PNQs vested and 10,342 PNQs were exercised. Total fair value of PNQs vested during the nine months ended March 31, 2018 was \$0.9 million. The Company received \$0.3 million and \$0.2 million in proceeds from exercises of vested PNQs in the nine months ended March 31, 2018 and 2017, respectively.

As of March 31, 2018, the Company met the performance targets for the fiscal 2016 PNQ awards and the fiscal 2015 PNQ awards.

In the nine months ended March 31, 2018, based on the Company’s failure to achieve certain financial objectives over the applicable performance period, a total of 18,708 shares subject to fiscal 2017 PNQ awards were forfeited, representing 20% of the shares subject to each such award. Subject to certain continued employment conditions and subject to accelerated vesting in certain circumstances, one half of the remaining PNQs subject to the fiscal 2017 PNQ awards are scheduled to vest on each of the second and third anniversaries of the grant date.

At March 31, 2018 and June 30, 2017, there was \$0.7 million and \$1.8 million, respectively, of unrecognized compensation cost related to PNQs. The unrecognized compensation cost related to PNQs at March 31, 2018 is expected to be recognized over the weighted average period of 1.0 year. Total compensation expense related to PNQs in each of the three months ended March 31, 2018 and 2017 was \$0.2 million. Total compensation expense related to PNQs in the nine months ended March 31, 2018 and 2017 was \$0.6 million and \$0.8 million, respectively.

**Restricted Stock**

During the nine months ended March 31, 2018, the Company granted 13,110 shares of restricted stock under the 2017 Plan, including 11,406 shares of restricted stock to non-employee directors with a grant date fair value of \$34.20 per share and 1,704 shares of restricted stock to eligible employees with a grant date fair value of \$31.70 per share. The fiscal 2018 restricted stock awards cliff vest on the earlier of the one year anniversary of the grant date or the date of the first annual meeting of the Company’s stockholders immediately following the grant date, in the case of non-employee directors, and the third anniversary of the grant date, in the case of eligible employees, in each case subject to continued service to the Company through the vesting date and the acceleration provisions of the 2017 Plan and restricted stock agreement. During the nine months ended March 31, 2017, the Company granted 5,106 shares of restricted stock to non-employee directors.

During the nine months ended March 31, 2018, 9,642 shares of restricted stock vested.

The following table summarizes restricted stock activity for the nine months ended March 31, 2018:

Outstanding and Nonvested Restricted Stock Awards:	Shares Awarded	Weighted Average Grant Date Fair Value (\$)	Weighted Average Remaining Life (Years)	Aggregate Intrinsic Value (\$ in thousands)
Outstanding and nonvested at June 30, 2017	15,445	29.79	0.9	467
Granted	13,110	33.88	1.7	444
Vested/Released	(9,642)	31.12	—	323
Cancelled/Forfeited	(3,955)	26.13	—	—
Outstanding and nonvested at March 31, 2018	14,958	33.48	1.7	452
Expected to vest at March 31, 2018	14,327	33.49	1.7	433

The aggregate intrinsic values of shares outstanding at the end of each fiscal period in the table above represent the total pretax intrinsic values, based on the Company's closing stock price of \$30.20 at March 29, 2018 and \$30.25 at June 30, 2017, representing the last trading day of the respective fiscal periods. Restricted stock that is expected to vest is net of estimated forfeitures.

At March 31, 2018 and June 30, 2017, there was \$0.4 million and \$0.3 million, respectively, of unrecognized compensation cost related to restricted stock. The unrecognized compensation cost related to restricted stock at March 31, 2018 is expected to be recognized over the weighted average period of 1.0 year. Total compensation expense for restricted stock was \$0.1 million and \$15,000 in the three months ended March 31, 2018 and 2017, respectively. Total compensation expense for restricted stock was \$0.2 million in each of the nine months ended March 31, 2018 and 2017.

#### Performance-Based Restricted Stock Units ("PBRsUs")

During the nine months ended March 31, 2018, the Company granted 37,414 PBRsUs under the 2017 Plan to eligible employees with a grant date fair value of \$31.70 per unit. The fiscal 2018 PBRsU awards cliff vest on the third anniversary of the date of grant based on the Company's achievement of certain financial performance goals for the performance period July 1, 2017 through June 30, 2020, subject to certain continued employment conditions and subject to acceleration provisions of the 2017 Plan and restricted stock unit agreement. At the end of the three-year performance period, the number of PBRsUs that actually vest will be 0% to 150% of the target amount, depending on the extent to which the Company meets or exceeds the achievement of those financial performance goals measured over the full three-year performance period. No PBRsUs were granted during the nine months ended March 31, 2017.

The following table summarizes PBRsU activity for the nine months ended March 31, 2018:

Outstanding and Nonvested PBRsUs:	PBRsUs Awarded	Weighted Average Grant Date Fair Value (\$)	Weighted Average Remaining Life (Years)	Aggregate Intrinsic Value (\$ in thousands)
Outstanding and nonvested at June 30, 2017	—	—	—	—
Granted(1)	37,414	31.70	—	1,186
Vested/Released	—	—	—	—
Cancelled/Forfeited	(1,306)	31.70	—	—
Outstanding and nonvested at March 31, 2018	36,108	31.70	2.6	1,090
Expected to vest at March 31, 2018	31,743	31.70	2.6	959

(1) The target number of PBRsUs is presented in the table. Under the terms of the awards, the recipient may earn between 0% and 150% of the target number of PBRsUs depending on the extent to which the Company meets or exceeds the achievement of the applicable financial performance goals.

The aggregate intrinsic value of PBRsUs outstanding at March 31, 2018 represents the total pretax intrinsic value, based on the Company's closing stock price of \$30.20 at March 29, 2018, representing the last trading day of the fiscal period. PBRsUs that are expected to vest are net of estimated forfeitures.

At March 31, 2018 and June 30, 2017, there was \$1.0 million and \$0, respectively, of unrecognized compensation cost related to PBRsUs. The unrecognized compensation cost related to PBRsUs at March 31, 2018 is expected to be recognized over the weighted average period of 2.6 years. Total compensation expense for PBRsUs was \$79,000 and \$0 for the three months ended March 31, 2018 and 2017, respectively. Total compensation expense for PBRsUs was \$0.1 million and \$0 for the nine months ended March 31, 2018 and 2017, respectively.

**Note 17. Other Long-Term Liabilities**

Other long-term liabilities include the following:

<u>(In thousands)</u>	<u>March 31, 2018</u>	<u>June 30, 2017</u>
Earnout payable(1)	\$ 600	\$ 1,100
Derivative liabilities—noncurrent	146	380
Multiemployer Plan Holdback—Boyd Coffee	1,056	—
Accrued cumulative preferred dividends—noncurrent	206	—
Other long-term liabilities	<u>\$ 2,008</u>	<u>\$ 1,480</u>

(1) As of March 31, 2018, includes \$0.6 million in earnout payable in connection with the Company’s acquisition of substantially all of the assets of West Coast Coffee completed on February 7, 2017. As of June 30, 2017, includes \$0.5 million and \$0.6 million in earnout payable in connection with the Company’s acquisition of substantially all of the assets of China Mist completed on October 11, 2016 and the Company’s acquisition of substantially all of the assets of West Coast Coffee completed on February 7, 2017, respectively. At March 31, 2018, the Company recorded a change in the estimated fair value of the China Mist contingent earnout consideration of \$(0.5) million as the Company does not expect the contingent sales levels to be reached.

**Note 18. Income Taxes**

On December 22, 2017, the President of the United States signed into law the Tax Act. The SEC subsequently issued SAB 118, which provides guidance on accounting for the tax effects of the Tax Act. Under SAB 118, companies are able to record a reasonable estimate of the impacts of the Tax Act if one is able to be determined and report it as a provisional amount during the measurement period. The measurement period is not to extend beyond one year from the enactment date. Impacts of the Tax Act that a company is not able to make a reasonable estimate for should not be recorded until a reasonable estimate can be made during the measurement period.

Pursuant to the Tax Act, the Company revised its estimated annual effective rate to reflect a change in the federal statutory rate from 35.0% to 21.0%. The change in statutory rate was made as a result of the Tax Act. The rate change is administratively effective as of the enactment date and the Company is using the blended rate of 28.1% for its fiscal year ending on June 30, 2018, as prescribed. As a result of the Tax Act, the Company recognized tax expense related to adjusting its deferred tax balances to reflect the new corporate tax rate. Deferred tax amounts are calculated based on the rates at which they are expected to reverse in the future. The Company is analyzing certain aspects of the Tax Act and refining its calculations which could potentially affect the measurement of these balances or potentially give rise to new deferred tax amounts. The provisional amounts recorded related to the re-measurement of the Company’s deferred tax balances were \$0.5 million and \$20.8 million for the three and nine months ended March 31, 2018, respectively.

The Company’s effective tax rates for the three months ended March 31, 2018 and 2017 were (8.2)% and 44.4%, respectively. The Company’s effective tax rates for the nine months ended March 31, 2018 and 2017 were (649.1)% and 40.4%, respectively. The effective tax rates for the three and nine months ended March 31, 2018 and 2017 varied from the Company’s federal statutory rates of 28.1% and 35.0%, respectively, primarily due to income tax expense resulting from the enactment of the Tax Act.

The Company evaluates its deferred tax assets quarterly to determine if a valuation allowance is required. In making such assessment, significant weight is given to evidence that can be objectively verified, such as recent operating results, and less consideration is given to less objective indicators such as future income projections. After consideration of positive and negative evidence, including the recent history of income, the Company concluded that it is more likely than not that the Company will generate future income sufficient to realize the majority of the Company’s deferred tax assets. As of June 30,

2017, the Company's net deferred tax assets totaled \$63.1 million. As discussed in [Note 2](#), the Company adopted ASU 2016-09 beginning July 1, 2017 and upon adoption recognized the excess tax benefits of \$1.6 million as an increase to deferred tax assets and a corresponding increase to retained earnings. In the nine months ended March 31, 2018, net deferred tax assets decreased by \$17.3 million to \$45.8 million, primarily as a result of the Tax Act.

As of March 31, 2018 and June 30, 2017 the Company had no unrecognized tax benefits.

#### Note 19. Net (Loss) Income Per Common Share

Computation of EPS for the three and nine months ended March 31, 2018 excludes the dilutive effect of 488,231 shares issuable under stock options, 36,108 PBRsUs and 383,611 shares issuable upon the assumed conversion of the outstanding Series A Preferred Stock because the Company incurred net losses in the three and nine months ended March 31, 2018 so their inclusion would be anti-dilutive.

Computation of EPS for the three and nine months ended March 31, 2017 includes the dilutive effect of 116,020 shares and 120,075 shares, respectively, issuable under stock options with exercise prices below the closing price of the Company's common stock on the last trading day of the applicable period, but excludes the dilutive effect of 30,401 and 25,508 shares, respectively, issuable under stock options with exercise prices above the closing price of the Company's common stock on the last trading day of the applicable period because their inclusion would be anti-dilutive.

(In thousands, except share and per share amounts)	Three Months Ended March 31,		Nine Months Ended March 31,	
	2018	2017	2018	2017
Undistributed net (loss) income available to common stockholders	\$ (4,033)	\$ 1,592	\$ (23,899)	\$ 23,253
Undistributed net (loss) income available to nonvested restricted stockholders and holders of convertible preferred stock	(3)	2	(13)	35
Net (loss) income available to common stockholders—basic	\$ (4,036)	\$ 1,594	\$ (23,912)	\$ 23,288
Weighted average common shares outstanding—basic	16,760,145	16,605,754	16,727,624	16,584,125
Effect of dilutive securities:				
Shares issuable under stock options	—	116,020	—	120,075
Shares issuable PBRsUs	—	—	—	—
Shares issuable under convertible preferred stock	—	—	—	—
Weighted average common shares outstanding—diluted	16,760,145	16,721,774	16,727,624	16,704,200
Net (loss) income per common share available to common stockholders—basic	\$ (0.24)	\$ 0.10	\$ (1.43)	\$ 1.40
Net (loss) income per common share available to common stockholders—diluted	\$ (0.24)	\$ 0.10	\$ (1.43)	\$ 1.39

#### Note 20. Preferred Stock

The Company is authorized to issue 500,000 shares of preferred stock at a par value of \$1.00, including 21,000 authorized shares of Series A Preferred Stock.

##### Series A Convertible Participating Cumulative Perpetual Preferred Stock

On October 2, 2017, the Company issued 14,700 shares of Series A Preferred Stock in connection with the Boyd Coffee acquisition. The Series A Preferred Stock pays a dividend, when, as and if declared by the Company's Board of Directors, of 3.5% APR of the stated value per share payable in four quarterly installments in arrears, and has an initial stated value of \$1,000 per share, adjustable up or down by the amount of undeclared and unpaid dividends or subsequent payment of accumulated dividends thereon, respectively, and a conversion premium of 22.5%. Dividends may be paid in cash. The Company accrues for undeclared and unpaid dividends as they are payable under the conversion features on a cumulative basis. At March 31, 2018, the Company had undeclared and unpaid preferred dividends of \$257,250 on 14,700

issued and outstanding shares of Series A Preferred Stock. Series A Preferred Stock is a participating security because it has rights to earnings that otherwise would have been available to common stockholders. On an as converted basis, holders of Series A Preferred Stock are entitled to vote together with the holders of the Company's common stock and are entitled to share in the dividends on common stock, when declared. Each share of Series A Preferred Stock is convertible into 26 shares of the Company's common stock (rounded down to the nearest whole share and subject to adjustment in accordance with the terms of the Certificate of Designations filed with the Secretary of State of the State of Delaware). Series A Preferred Stock is a perpetual stock and, therefore, not redeemable. Based on its characteristics, the Company classified Series A Preferred Stock as permanent equity.

Series A Preferred Stock is carried on the Company's balance sheet at the amount recorded at inception until converted. The Company may mandatorily convert all but not a portion of the Series A Preferred Stock one year from the date of issue. The holder may convert 20%, 30% and 50% of the Series A Preferred Stock at the end of the first, second and third year, respectively, from the date of issue. Series A Preferred Stock cannot be sold or transferred by the holder for a period of three years from the date of issue, with the exception of transfer by holder, not for value, to the holder's shareholder.

At March 31, 2018, Series A Preferred Stock consisted of the following:

Shares Authorized	Shares Issued and Outstanding	Par Value per Share	Carrying Value	Cumulative Preferred Dividends	Liquidation Preference
21,000	14,700	\$ 1.00	\$ 14,700	\$ 257,250	\$ 820,554

## Note 21. Commitments and Contingencies

For a detailed discussion about the Company's commitments and contingencies, see Note 23, "Commitments and Contingencies" to the consolidated financial statements in the 2017 Form 10-K. During the nine months ended March 31, 2018, other than the following, there were no material changes in the Company's commitments and contingencies.

### *New Facility Construction and Equipment Contracts*

On February 9, 2018, the Company and Haskell entered into Task Order 6 for the expansion of the Company's production lines in the New Facility. The maximum price payable by the Company to Haskell under Task Order 6 for all of Haskell's services, equipment procurement and installation, and construction work in connection with the Expansion Project is \$19.3 million. In fiscal 2018, the Company anticipates paying between \$9 million to \$14 million in capital expenditures associated with the Expansion Project, of which \$2.9 million and \$5.6 million has been paid in the three and nine months ended March 31, 2018, respectively, with the balance of up to the guaranteed maximum price of \$19.3 million expected to be paid in fiscal 2019.

### *Borrowings Under Revolving Credit Facility*

At March 31, 2018, the Company had outstanding borrowings of \$85.9 million under its Revolving Facility, as compared to outstanding borrowings of \$27.6 million at June 30, 2017. The increase in outstanding borrowings in the nine months ended March 31, 2018 included \$39.5 million to fund the cash paid at closing for the purchase of the Boyd Business and the initial Company obligations under the post-closing transition services agreement.

### *Non-cancelable Purchase Orders*

As of March 31, 2018, the Company had committed to purchase green coffee inventory totaling \$55.8 million under fixed-price contracts, and other purchases totaling \$13.9 million under non-cancelable purchase orders.

### *Legal Proceedings*

*Council for Education and Research on Toxics ("CERT") v. Brad Berry Company Ltd., et al., Superior Court of the State of California, County of Los Angeles*

On August 31, 2012, CERT filed an amendment to a private enforcement action adding a number of companies as defendants, including CBI, which sell coffee in California. The suit alleges that the defendants have failed to issue clear and

reasonable warnings in accordance with Proposition 65 that the coffee they produce, distribute and sell contains acrylamide. This lawsuit was filed in Los Angeles Superior Court (the "Court"). CERT has demanded that the alleged violators remove acrylamide from their coffee or provide Proposition 65 warnings on their products and pay \$2,500 per day for each and every violation while they are in violation of Proposition 65.

Acrylamide is produced naturally in connection with the heating of many foods, especially starchy foods, and is believed to be caused by the Maillard reaction, though it has also been found in unheated foods such as olives. With respect to coffee, acrylamide is produced when coffee beans are heated during the roasting process—it is the roasting itself that produces the acrylamide. While there has been a significant amount of research concerning proposals for treatments and other processes aimed at reducing acrylamide content of different types of foods, to our knowledge there is currently no known strategy for reducing acrylamide in coffee without negatively impacting the sensorial properties of the product.

The Company has joined a Joint Defense Group, or JDG, and, along with the other co-defendants, has answered the complaint, denying, generally, the allegations of the complaint, including the claimed violation of Proposition 65 and further denying CERT's right to any relief or damages, including the right to require a warning on products. The Joint Defense Group contends that based on proper scientific analysis and proper application of the standards set forth in Proposition 65, exposures to acrylamide from the coffee products pose no significant risk of cancer and, thus, these exposures are exempt from Proposition 65's warning requirement.

To date, the pleadings stage of the case has been completed. The Court has phased trial so that the "no significant risk level" defense, the First Amendment defense, and the preemption defense will be tried first. Fact discovery and expert discovery on these "Phase 1" defenses have been completed, and the parties filed trial briefs. Trial commenced on September 8, 2014, and testimony completed on November 4, 2014, for the three Phase 1 defenses.

Following final trial briefing, the Court heard, on April 9, 2015, final arguments on the Phase 1 issues. On September 1, 2015, the Court ruled against the JDG on the Phase 1 affirmative defenses. The JDG received permission to file an interlocutory appeal, which was filed by writ petition on October 14, 2015. On January 14, 2016, the Court of Appeals denied the JDG's writ petition thereby denying the interlocutory appeal so that the case stays with the trial court.

On February 16, 2016, the Plaintiff filed a motion for summary adjudication arguing that based upon facts that had been stipulated by the JDG, the Plaintiff had proven its prima facie case and all that remains is a determination of whether any affirmative defenses are available to Defendants. On March 16, 2016, the Court reinstated the stay on discovery for all parties except for the four largest defendants. Following a hearing on April 20, 2016, the Court granted Plaintiff's motion for summary adjudication on its prima facie case. Plaintiff filed its motion for summary adjudication of affirmatives defenses on May 16, 2016. At the August 19, 2016 hearing on Plaintiff's motion for summary adjudication (and the JDG's opposition), the Court denied Plaintiff's motion, thus maintaining the ability of the JDG to defend the issues at trial. On October 7, 2016, the Court continued the Plaintiff's motion for preliminary injunction until the trial for Phase 2.

In November 2016, the parties pursued mediation, but were not able to resolve the dispute.

In December 2016, discovery resumed for all defendants. Depositions of "person most knowledgeable" witnesses for each defendant in the JDG commenced in late December and proceeded through early 2017, followed by new interrogatories served upon the defendants. The Court set a fact and discovery cutoff of May 31, 2017 and an expert discovery cutoff of August 4, 2017. Depositions of expert witnesses were completed by the end of July. On July 6, 2017, the Court held hearings on a number of discovery motions and denied Plaintiff's motion for sanctions as to all the defendants.

At a final case management conference on August 21, 2017 the Court set August 31, 2017 as the new trial date for Phase 2, though later changed the starting date for trial to September 5, 2017. The Court elected to break up trial for Phase 2 into two segments, the first focused on liability and the second on remedies. After 14 days at trial, both sides rested on the liability segment, and the Court set a date of November 21, 2017 for the hearing for all evidentiary issues related to this liability segment. The Court also set deadlines for evidentiary motions, issues for oral argument, and oppositions to motions. This hearing date was subsequently moved to January 19, 2018.

On March 28, 2018, the Court issued a proposed statement of decision in favor of Plaintiff. The parties will respond with any objections to the proposed decision and, following that, the Court would rule on the objections and file its final statement of decision. Based upon the Court's final decision on the liability phase, the next step would be a final phase of the trial to adjudicate remedies, including whether any damages or penalties would be imposed or whether the Court will order the use of any warnings, including any packaging warnings.

At this time, the Company is not able to predict the probability of the outcome or estimate of loss, if any, related to this matter.

The Company is a party to various other pending legal and administrative proceedings. It is management's opinion that the outcome of such proceedings will not have a material impact on the Company's financial position, results of operations, or cash flows.

## **Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations**

Certain statements contained in this Quarterly Report on Form 10-Q are not based on historical fact and are forward-looking statements within the meaning of federal securities laws and regulations. These statements are based on management's current expectations, assumptions, estimates and observations of future events and include any statements that do not directly relate to any historical or current fact; actual results may differ materially due in part to the risk factors set forth in Part I, Item 1A of our Annual Report on Form 10-K for the fiscal year ended June 30, 2017 filed with the Securities and Exchange Commission (the "SEC") on September 28, 2017 (the "2017 Form 10-K"). These forward-looking statements can be identified by the use of words like "anticipates," "estimates," "projects," "expects," "plans," "believes," "intends," "will," "could," "assumes" and other words of similar meaning. Owing to the uncertainties inherent in forward-looking statements, actual results could differ materially from those set forth in forward-looking statements. We intend these forward-looking statements to speak only at the time of this report and do not undertake to update or revise these statements as more information becomes available except as required under federal securities laws and the rules and regulations of the SEC. Factors that could cause actual results to differ materially from those in forward-looking statements include, but are not limited to, the success of the Corporate Relocation Plan, the timing and success of implementation of the DSD Restructuring Plan, the Company's success in consummating acquisitions and integrating acquired businesses, the impact of capital improvement projects, the adequacy and availability of capital resources to fund the Company's existing and planned business operations and the Company's capital expenditure requirements, the relative effectiveness of compensation-based employee incentives in causing improvements in Company performance, the capacity to meet the demands of our large national account customers, the extent of execution of plans for the growth of Company business and achievement of financial metrics related to those plans, the success of the Company to retain and/or attract qualified employees, the effect of the capital markets as well as other external factors on stockholder value, fluctuations in availability and cost of green coffee, competition, organizational changes, the effectiveness of our hedging strategies in reducing price risk, changes in consumer preferences, our ability to provide sustainability in ways that do not materially impair profitability, changes in the strength of the economy, business conditions in the coffee industry and food industry in general, our continued success in attracting new customers, variances from budgeted sales mix and growth rates, weather and special or unusual events, as well as other risks described in this report and other factors described from time to time in our filings with the SEC. The results of operations for the three and nine months ended March 31, 2018 are not necessarily indicative of the results that may be expected for any future period.

### **Overview**

We are a national coffee roaster, wholesaler and distributor of coffee, tea and culinary products manufactured under supply agreements, under our owned brands, as well as under private labels on behalf of certain customers. We were founded in 1912, incorporated in California in 1923, and reincorporated in Delaware in 2004. We operate in one business segment.

We serve a wide variety of customers, from small independent restaurants and foodservice operators to large institutional buyers like restaurants and convenience store chains, hotels, casinos, healthcare facilities, and gourmet coffee houses, as well as grocery chains with private brand and consumer branded coffee and tea products. Through our sustainability, stewardship, environmental efforts, and leadership we are not only committed to serving the finest products available, considering the cost needs of the customer, but also insist on their sustainable cultivation, manufacture and distribution whenever possible. Our product categories consist of a robust line of roast and ground coffee, including organic, Direct Trade, Direct Trade Verified Sustainable ("DTVS") and sustainably-produced offerings; frozen liquid coffee; flavored and unflavored iced and hot teas; culinary products including gelatins and puddings, soup bases, dressings, gravy and sauce mixes, pancake and biscuit mixes, jellies and preserves, and coffee-related products such as coffee filters, sugar and creamers; spices; and other beverages including cappuccino, cocoa, granitas, and ready-to-drink iced coffee. We offer a

comprehensive approach to our customers by providing not only a breadth of high-quality products, but also value-added services such as market insight, beverage planning, and equipment placement and service.

We operate production facilities in Northlake, Texas (the “New Facility”); Houston, Texas; Portland, Oregon; and Hillsboro, Oregon. Distribution takes place out of the New Facility, Portland and Hillsboro facilities, as well as separate distribution centers in Northlake, Illinois; Moonachie, New Jersey; and Scottsdale, Arizona. We commenced distribution activities at the New Facility during the second quarter of fiscal 2017 and initial production activities late in the third quarter of fiscal 2017. We began roasting coffee in the New Facility in the fourth quarter of fiscal 2017.

Our products reach our customers primarily in two ways: through our nationwide Direct Store Delivery (“DSD”) network of 449 delivery routes and 111 branch warehouses as of March 31, 2018, or direct-shipped via common carriers or third-party distributors. DSD sales are made “off-truck” to our customers at their places of business. We operate a large fleet of trucks and other vehicles to distribute and deliver our products, and we rely on third-party logistics service providers for our long-haul distribution.

## **Corporate Relocation**

In an effort to make the Company more competitive and better positioned to capitalize on growth opportunities, in fiscal 2015 we began the process of relocating our corporate headquarters, product development lab, and manufacturing and distribution operations from Torrance, California (the “Torrance Facility”) to the New Facility (the “Corporate Relocation Plan”). Approximately 350 positions were impacted as a result of the Torrance Facility closure. We completed the Corporate Relocation Plan in the fourth quarter of fiscal 2017.

## **Recent Developments**

### *New Facility Expansion*

On February 9, 2018, we entered into Task Order No. 6 with The Haskell Company (“Haskell”) pursuant to the Standard Form of Agreement between Owner and Design-Builder (AIA Document A141-2014 Edition) dated October 23, 2017. Task Order 6 covers the expansion of our production lines (the “Expansion Project”) in the New Facility including expanding capacity to support the transition of the Boyd Business volumes to the New Facility. Task Order 6 includes (i) pre-construction services to define our criteria for the industrial capacity Expansion Project, (ii) specialized industrial design services for the Expansion Project, (iii) specialty industrial equipment procurement and installation, and (iv) all construction services necessary to complete any modifications to the New Facility in order to accommodate the production line expansion, and to provide power to that expanded production capability. See [Liquidity, Capital Resources and Financial Condition—Liquidity—Capital Expenditures](#), below, and [Note 5, New Facility—New Facility Expansion](#), of the Notes to Unaudited Condensed Consolidated Financial Statements included in Part I, Item 1 of this report.

### *Acquisitions*

On October 2, 2017, we acquired substantially all of the assets and certain specified liabilities of Boyd Coffee Company (“Boyd Coffee”), a coffee roaster and distributor with a focus on restaurants, hotels, and convenience stores on the West Coast of the United States, in consideration of cash and preferred stock. The acquired business of Boyd Coffee (the “Boyd Business”) is expected to add to our product portfolio, improve growth potential, increase the density and penetration of our distribution footprint, and increase capacity utilization at our production facilities.

In fiscal 2017, we completed two acquisitions. On October 11, 2016, we acquired substantially all of the assets and certain specified liabilities of China Mist Brands, Inc. dba China Mist Tea Company (“China Mist”), a provider of flavored and unflavored iced and hot teas, and on February 7, 2017, we acquired substantially all of the assets and certain specified liabilities of West Coast Coffee Company, Inc. (“West Coast Coffee”), a coffee roaster and distributor with a focus on the convenience store, grocery and foodservice channels. The China Mist acquisition is expected to extend our tea product offerings and give us a greater presence in the high-growth premium tea industry, while the acquisition of West Coast Coffee is expected to broaden our reach in the Northwestern United States.

See [Liquidity, Capital Resources and Financial Condition](#) below for further details of the impact of these acquisitions on our financial condition and liquidity, and [Note 3, Acquisitions](#), of the Notes to Unaudited Condensed Consolidated Financial Statements included in Part I, Item 1 of this report.

### *DSD Restructuring Plan*

As a result of an ongoing operational review of various initiatives within our DSD selling organization, in the third quarter of fiscal 2017, we commenced a plan to reorganize our DSD operations in an effort to realign functions into a channel based selling organization, streamline operations, acquire certain channel specific expertise, and improve selling effectiveness and financial results (the “DSD Restructuring Plan”). See [Liquidity, Capital Resources and Financial Condition—Liquidity—DSD Restructuring Plan](#), below, and [Note 4, Restructuring Plans—Direct Store Delivery \(“DSD”\) Restructuring Plan](#), of the Notes to Unaudited Condensed Consolidated Financial Statements included in Part I, Item 1 of this report.

## **Results of Operations**

### *Financial Highlights*

- Volume of green coffee pounds processed and sold increased 13.7% and 10.8%, respectively, in the three and nine months ended March 31, 2018 as compared to the three and nine months ended March 31, 2017.
- Gross profit increased \$5.0 million to \$58.8 million in the three months ended March 31, 2018 from \$53.8 million in the three months ended March 31, 2017. Gross profit increased \$13.2 million to \$173.3 million in the nine months ended March 31, 2018, from \$160.1 million in the nine months ended March 31, 2017.
- Gross margin decreased to 37.2% and 37.9%, respectively, in the three and nine months ended March 31, 2018, from 38.9% and 39.3%, respectively, in the three and nine months ended March 31, 2017.
- Loss from operations was \$(2.9) million and \$(1.7) million, respectively, in the three and nine months ended March 31, 2018 as compared to income from operations of \$2.1 million and \$40.5 million, respectively, in the three and nine months ended March 31, 2017. Income from operations in the nine months ended March 31, 2017 included a \$37.4 million net gain from the sale of the Torrance Facility. Loss from operations in the three and nine months ended March 31, 2018 included \$(3.8) million in losses on intangible assets.
- Net loss was \$(3.9) million, or \$(0.24) per common share available to common stockholders, in the three months ended March 31, 2018, compared to net income of \$1.6 million, or \$0.10 per common share available to common stockholders—diluted, in the three months ended March 31, 2017. Net loss was \$(23.7) million, or \$(1.43) per common share available to common stockholders, in the nine months ended March 31, 2018, compared to net income of \$23.3 million, or \$1.39 per common share available to common stockholders—diluted, in the nine months ended March 31, 2017. Net loss in the nine months ended March 31, 2018 included income tax expense of \$20.5 million, as compared to income tax expense of \$15.9 million, in the nine months ended March 31, 2017.
- EBITDA decreased (53.3)% to \$4.7 million and EBITDA Margin was 3.0% in the three months ended March 31, 2018, as compared to EBITDA of \$10.0 million and EBITDA Margin of 7.3% in the three months ended March 31, 2017. EBITDA decreased (61.8)% to \$21.9 million and EBITDA Margin was 4.8% in the nine months ended March 31, 2018, as compared to EBITDA of \$57.2 million and EBITDA Margin of 14.0% in the nine months ended March 31, 2017.\*
- Adjusted EBITDA decreased (13.4)% to \$10.5 million and Adjusted EBITDA Margin was 6.7% in the three months ended March 31, 2018, as compared to Adjusted EBITDA of \$12.2 million and Adjusted EBITDA Margin of 8.8% in the three months ended March 31, 2017. Adjusted EBITDA decreased (4.6)% to \$32.8 million and Adjusted EBITDA Margin was 7.2% in the nine months ended March 31, 2018, as compared to Adjusted EBITDA of \$34.3 million and Adjusted EBITDA Margin of 8.4% in the nine months ended March 31, 2017.\*
- (\* EBITDA, EBITDA Margin, Adjusted EBITDA and Adjusted EBITDA Margin are non-GAAP financial measures. See [Non-GAAP Financial Measures](#) in Part I, Item 2 of this report for a reconciliation of these non-GAAP measures to their corresponding GAAP measures.)

## Net Sales

Net sales in the three months ended March 31, 2018 increased \$19.7 million, or 14.3%, to \$157.9 million from \$138.2 million in the three months ended March 31, 2017 due to a \$11.5 million increase in net sales of roast and ground coffee products, a \$4.4 million increase in net sales of other beverages, a \$3.0 million increase in net sales of culinary products, a \$0.4 million increase in net sales of frozen liquid coffee, a \$0.2 million increase in net sales of tea products, and a \$0.2 million increase in net sales of spice products. These increases were primarily due to the addition of the Boyd Business which added a total of \$22.8 million to net sales, offset by a \$3.2 million decline in our base business primarily due to price decreases to our cost plus customers, a shortfall in sales from our DSD organization and softness in a few large direct ship accounts. Net sales in the three months ended March 31, 2018 included \$(2.4) million in price decreases to customers utilizing commodity-based pricing arrangements, where the changes in the green coffee commodity costs are passed on to the customer, as compared to \$1.2 million in price increases to customers utilizing such arrangements in the three months ended March 31, 2017.

Net sales in the nine months ended March 31, 2018 increased \$49.3 million, or 12.1%, to \$457.0 million from \$407.7 million in the nine months ended March 31, 2017 due to a \$30.6 million increase in net sales of roast and ground coffee products, a \$8.5 million increase in net sales of other beverages, a \$6.7 million increase in net sales of culinary products, a \$1.9 million increase in net sales of tea products, a \$1.2 million increase in net sales of frozen liquid coffee, and a \$0.4 million increase in net sales of spice products. These increases were primarily due to the addition of the Boyd Business which added a total of \$49.1 million to net sales as well as the impact of pricing to our cost plus customers. Net sales in the nine months ended March 31, 2018 included \$(1.9) million in price decreases to customers utilizing commodity-based pricing arrangements, where the changes in the green coffee commodity costs are passed on to the customer, as compared to \$(5.4) million in price decreases to customers utilizing such arrangements in the nine months ended March 31, 2017.

The changes in net sales in the three and nine months ended March 31, 2018 compared to the same periods in the prior fiscal year were due to the following:

<u>(In millions)</u>	<b>Three Months Ended March 31, 2018 vs. 2017</b>	<b>Nine Months Ended March 31, 2018 vs. 2017</b>
Effect of change in unit sales	\$ 21.6	\$ 40.6
Effect of pricing and product mix changes	(1.9)	8.7
<b>Total increase in net sales</b>	<b>\$ 19.7</b>	<b>\$ 49.3</b>

Unit sales increased 15.9% in the three months ended March 31, 2018 as compared to the same period in the prior fiscal year, while average unit price decreased by (1.4)% resulting in an increase in net sales of 14.3%. The increase in unit sales was primarily due to a 53.7% increase in unit sales of other beverages, which accounted for approximately 12% of total net sales, a 31.2% increase in unit sales of frozen liquid coffee products, which accounted for approximately 5% of total net sales, a 22.8% increase in unit sales of culinary products, which accounted for approximately 11% of total net sales, and a 13.7% increase in unit sales of roast and ground coffee products, which accounted for approximately 63% of total net sales. Average unit price decreased (1.4)% primarily due to the addition of the Boyd Business. In the three months ended March 31, 2018, we processed and sold approximately 27.7 million pounds of green coffee as compared to approximately 24.4 million pounds of green coffee processed and sold in the three months ended March 31, 2017. There were no new product category introductions in the three months ended March 31, 2018 or 2017 which had a material impact on our net sales.

Unit sales increased 9.7% in the nine months ended March 31, 2018 as compared to the same period in the prior fiscal year, and average unit price increased by 2.1% resulting in an increase in net sales of 12.1%. The increase in unit sales was primarily due to a 45.8% increase in unit sales of other beverages, which accounted for approximately 11% of total net sales, a 27.7% increase in unit sales of frozen liquid coffee products, which accounted for approximately 6% of total net sales, and a 10.8% increase in unit sales of roast and ground coffee which accounted for approximately 63% of total net sales, offset by a (17.7)% decrease in unit sales of spice products, which accounted for approximately 4% of total net sales. Average unit price increased primarily due to price increases on substantially all of our products with the exception of coffee (frozen liquid) partially offset by lower prices attributed from the Boyd Business. In the nine months ended March 31, 2018, we processed and sold approximately 80.0 million pounds of green coffee as compared to approximately 72.2 million pounds of green coffee processed and sold in the nine months ended March 31, 2017. There were no new product category introductions in the nine months ended March 31, 2018 or 2017 which had a material impact on our net sales.

The following tables present net sales aggregated by product category for the respective periods indicated:

(In thousands)	Three Months Ended March 31,			
	2018		2017	
	\$	% of total	\$	% of total
<b>Net Sales by Product Category:</b>				
Coffee (Roast & Ground)	\$ 99,315	63%	\$ 87,833	64%
Coffee (Frozen Liquid)	8,675	5%	8,228	6%
Tea (Iced & Hot)	7,889	5%	7,662	6%
Culinary	16,872	11%	13,855	10%
Spice	6,115	4%	5,948	4%
Other beverages(1)	18,319	12%	13,947	10%
Net sales by product category	157,185	100%	137,473	100%
Fuel surcharge	742	—%	714	—%
Net sales	\$ 157,927	100%	\$ 138,187	100%

(1) Includes all beverages other than coffee and tea.

(In thousands)	Nine Months Ended March 31,			
	2018		2017	
	\$	% of total	\$	% of total
<b>Net Sales by Product Category:</b>				
Coffee (Roast & Ground)	\$ 286,655	63%	\$ 256,013	63%
Coffee (Frozen Liquid)	25,825	6%	24,623	6%
Tea (Iced & Hot)	23,312	5%	21,371	5%
Culinary	48,011	10%	41,354	10%
Spice	18,722	4%	18,303	4%
Other beverages(1)	52,354	11%	43,831	11%
Net sales by product category	454,879	99%	405,495	99%
Fuel surcharge	2,127	1%	2,205	1%
Net sales	\$ 457,006	100%	\$ 407,700	100%

(1) Includes all beverages other than coffee and tea.

### Cost of Goods Sold

Cost of goods sold in the three months ended March 31, 2018 increased \$14.8 million, or 17.5%, to \$99.1 million, or 62.8% of net sales, from \$84.4 million, or 61.1% of net sales, in the three months ended March 31, 2017. The increase in cost of goods sold was primarily due to the addition of the Boyd Business making up \$14.2 million of the increase. Cost of goods sold as a percentage of net sales in the three months ended March 31, 2018 increased primarily due to higher manufacturing costs associated with the production operations in the New Facility and the absence of the beneficial effect of the liquidation of LIFO inventory quantities in the three months ended March 31, 2018, as compared to the same period in the prior fiscal year. In the three months ended March 31, 2017, we recorded \$0.8 million in expected beneficial effect of the liquidation of LIFO inventory quantities in cost of goods sold which increased income before taxes for the three months ended March 31, 2017 by \$0.8 million. In the three months ended March 31, 2018, we recorded no expected beneficial effect of the liquidation of LIFO inventory quantities in cost of goods sold.

Cost of goods sold in the nine months ended March 31, 2018 increased \$36.1 million, or 14.6%, to \$283.7 million, or 62.1% of net sales, from \$247.6 million, or 60.7% of net sales, in the nine months ended March 31, 2017. The increase in cost of goods sold was primarily due to the addition of the Boyd Business making up \$30.4 million of the increase. Cost of goods sold as a percentage of net sales in the nine months ended March 31, 2018 increased primarily due to higher manufacturing costs associated with the production operations in the New Facility, higher freight expenses and the absence of the beneficial effect of the liquidation of LIFO inventory quantities in the nine months ended March 31, 2018, as

compared to the same period in the prior fiscal year. In the nine months ended March 31, 2017, we recorded \$2.5 million in expected beneficial effect of the liquidation of LIFO inventory quantities in cost of goods sold which increased income before taxes for the nine months ended March 31, 2017 by \$2.5 million. In the nine months ended March 31, 2018, we recorded no expected beneficial effect of the liquidation of LIFO inventory quantities in cost of goods sold.

### **Gross Profit**

Gross profit in the three months ended March 31, 2018 increased \$5.0 million, or 9.3%, to \$58.8 million from \$53.8 million in the three months ended March 31, 2017 and gross margin decreased to 37.2% in the three months ended March 31, 2018 from 38.9% in the three months ended March 31, 2017. This increase in gross profit was primarily due to the addition of the Boyd Business, while the decrease in gross margin was primarily due to higher manufacturing costs associated with the production operations in the New Facility, the addition of the Boyd Business which carries a lower gross margin rate compared to our base business and the absence of the beneficial effect of the liquidation of LIFO inventory quantities in the three months ended March 31, 2018, as compared to the same period in the prior fiscal year.

Gross profit in the nine months ended March 31, 2018 increased \$13.2 million, or 8.3%, to \$173.3 million from \$160.1 million in the nine months ended March 31, 2017 and gross margin decreased to 37.9% in the nine months ended March 31, 2018 from 39.3% in the nine months ended March 31, 2017. This increase in gross profit was primarily due to the addition of the Boyd Business, while the decrease in gross margin was primarily due to higher manufacturing costs associated with the production operations in the New Facility, the addition of the Boyd Business which carries a lower gross margin rate compared to our base business and the absence of the beneficial effect of the liquidation of LIFO inventory quantities in the nine months ended March 31, 2018, as compared to the same period in the prior fiscal year.

### **Operating Expenses**

In the three months ended March 31, 2018, operating expenses increased \$9.9 million, or 19.1%, to \$61.7 million, or 39.1% of net sales, from \$51.8 million, or 37.5% of net sales, in the three months ended March 31, 2017, primarily due to a \$4.6 million increase in general and administrative expenses, a \$4.4 million increase in selling expenses, and \$3.8 million in impairment losses on intangible assets. The increase in operating expenses was partially offset by a \$2.5 million decrease in restructuring and other transition expenses associated with the Corporate Relocation Plan and the DSD Restructuring Plan, and an increase in net gains from sales of other assets of \$0.5 million primarily from the sale of real estate.

The increases in selling expenses and general and administrative expenses during the third quarter of fiscal 2018 were primarily driven by the addition of the Boyd Business which added \$6.8 million and \$1.6 million, respectively, to selling expenses and general and administrative expenses exclusive of their related depreciation and amortization expense, acquisition and integration costs of \$1.6 million, and an increase of \$1.1 million in depreciation and amortization expense, partially offset by a \$1.3 million reduction in payroll and benefits excluding the Boyd Business and the absence of \$0.2 million in non-recurring 2016 proxy contest expenses incurred in the three months ended March 31, 2017.

Restructuring and other transition expenses in the three months ended March 31, 2018 decreased \$(2.5) million, as compared to the same period in the prior fiscal year primarily due to the absence of expenses related to our Corporate Relocation Plan, partially offset by \$0.1 million in costs incurred in connection with the DSD Restructuring Plan in the three months ended March 31, 2018.

In the three months ended March 31, 2018 and 2017 net gains from sale of spice assets included \$0.1 million and \$0.3 million, respectively, in earnout.

In the nine months ended March 31, 2018, operating expenses increased \$55.4 million, or 46.3%, to \$175.0 million or 38.3% of net sales, from \$119.6 million, or 29.3% of net sales, in the nine months ended March 31, 2017, primarily due to the effect of the recognition of \$37.4 million in net gain from the sale of the Torrance Facility in the nine months ended March 31, 2017, a \$15.1 million increase in selling expenses, a \$7.1 million increase in general and administrative expenses, \$3.8 million in impairment losses on intangible assets and a \$1.1 million reduction in net gains from sales of other assets. The increase in operating expenses was partially offset by a \$9.2 million decrease in restructuring and other transition expenses associated with the Corporate Relocation Plan and the DSD Restructuring Plan.

The increases in selling expenses and general and administrative expenses during the nine months ended March 31, 2018 were primarily driven by the addition of the Boyd Business which added \$13.7 million and \$3.5 million, respectively, to selling expenses and general and administrative expenses exclusive of their related depreciation and amortization expense, acquisition and integration costs of \$5.0 million, and an increase of \$5.3 million in depreciation and amortization

expense, partially offset by a \$0.9 million reduction in payroll and benefits excluding the Boyd Business and the absence of \$5.2 million in non-recurring 2016 proxy contest expenses incurred in the three months ended March 31, 2017.

Restructuring and other transition expenses in the nine months ended March 31, 2018 decreased \$(9.2) million, as compared to the same period in the prior fiscal year primarily due to the absence of expenses related to our Corporate Relocation Plan, partially offset by \$0.3 million in costs incurred in connection with the DSD Restructuring Plan in the nine months ended March 31, 2018.

In the nine months ended March 31, 2018 and 2017 net gains from sale of spice assets included \$0.7 million and \$0.8 million, respectively, in earnout.

In our annual test of impairment as of January 31, 2018 and assessment of the recoverability of certain finite-lived intangible assets, we determined that the trade name/trademark and customer relationships intangible assets acquired in connection with the China Mist acquisition were impaired as the carrying value exceeded the estimated fair value. Accordingly, we recorded total impairment charges of \$3.8 million in the three and nine months ended March 31, 2018.

#### ***(Loss) Income from Operations***

Loss from operations in the three and nine months ended March 31, 2018 was \$(2.9) million and \$(1.7) million, respectively, as compared to income from operations of \$2.1 million and \$40.5 million, respectively, in the three and nine months ended March 31, 2017.

Loss from operations in the three and nine months ended March 31, 2018 as compared to the comparable periods of the prior fiscal year was primarily driven by lower net gains from sales of assets, including \$37.4 million in net gains from the sale of the Torrance Facility recognized in the prior year periods, higher selling expenses and higher general and administrative expenses primarily due to the addition of the Boyd Business, acquisition and integration costs, impairment losses on intangible assets, and higher depreciation and amortization expense, partially offset by higher gross profit and lower restructuring and other transition expenses associated with the Corporate Relocation Plan.

#### ***Total Other (Expense) Income***

Total other (expense) income in the three and nine months ended March 31, 2018 was \$(0.7) million and \$(1.5) million, respectively, compared to \$0.9 million and \$(1.3) million in the three and nine months ended March 31, 2017, respectively. The changes in total other expense in the three and nine months ended March 31, 2018 were primarily a result of liquidating substantially all of our investment in preferred securities in the fourth quarter of fiscal 2017 to fund expenditures associated with our New Facility, higher mark-to-market losses on coffee-related derivative instruments and higher interest expense as compared to the same periods in the prior fiscal year, partially offset by the change in estimated fair value of the China Mist contingent earnout consideration.

Net gains on investments in the three and nine months ended March 31, 2018 were \$0 and \$7,000, respectively, as compared to net gains (losses) on investments of \$0.7 million and \$(0.4) million, respectively, in the comparable periods of the prior fiscal year. Net losses on coffee-related derivative instruments in the three and nine months ended March 31, 2018 were \$(0.4) million and \$(0.5) million, respectively, compared to net gains of \$0.2 million and net losses of \$(1.1) million, respectively, in the comparable periods of the prior fiscal year due to mark-to-market net losses on coffee-related derivative instruments not designated as accounting hedges. We also recognized a \$0.5 million gain from the change in estimated fair value of the China Mist contingent earnout consideration in the three and nine months ended March 31, 2018.

Interest expense in the three and nine months ended March 31, 2018, was \$0.9 million and \$2.3 million, respectively, as compared to \$0.5 million and \$1.4 million, respectively, in the comparable periods of the prior fiscal year. The higher interest expense in the three and nine months ended March 31, 2018 was primarily due to higher outstanding borrowings on our revolving credit facility.

### ***Income Taxes***

In the three and nine months ended March 31, 2018, we recorded income tax expense of \$0.3 million and \$20.5 million, respectively, compared to \$1.4 million and \$15.9 million, respectively, in the three and nine months ended March 31, 2017. The decrease in income tax expense was primarily a result of the change in net (loss) income. As of June 30, 2017, our net deferred tax assets totaled \$63.1 million. In the nine months ended March 31, 2018, our net deferred tax assets decreased by \$17.3 million to \$45.8 million. These changes are primarily the result of the Tax Cut and Jobs Act effective December 22, 2017. See [Note 18, Income Taxes](#), of the Notes to Unaudited Condensed Consolidated Financial Statements included in Part I, Item 1 of this report.

### ***Net Loss***

As a result of the foregoing factors, net loss was \$(3.9) million, or \$(0.24) per common share available to common stockholders, in the three months ended March 31, 2018 as compared to net income of \$1.6 million, or \$0.10 per common share available to common stockholders—diluted, in the three months ended March 31, 2017. Net loss was \$(23.7) million, or \$(1.43) per common share available to common stockholders, in the nine months ended March 31, 2018 as compared to net income of \$23.3 million, or \$1.39 per common share available to common stockholders—diluted, in the nine months ended March 31, 2017.

## Non-GAAP Financial Measures

In addition to net (loss) income determined in accordance with U.S. generally accepted accounting principles (“GAAP”), we use the following non-GAAP financial measures in assessing our operating performance:

“*Non-GAAP net (loss) income*” is defined as net (loss) income available to common stockholders excluding the impact of:

- restructuring and other transition expenses;
- net gains and losses from sales of assets;
- non-cash income tax expense (benefit), including the release of valuation allowance on deferred tax assets;
- non-recurring 2016 proxy contest-related expenses;
- non-cash interest expense accrued on the Torrance Facility sale-leaseback financing obligation;
- acquisition and integration costs;

and including the impact of:

- income taxes on non-GAAP adjustments.

“*Non-GAAP net (loss) income per diluted common share*” is defined as Non-GAAP net (loss) income divided by the weighted-average number of common shares outstanding, inclusive of the dilutive effect of common equivalent shares outstanding during the period.

“*EBITDA*” is defined as net (loss) income excluding the impact of:

- income taxes;
- interest expense; and
- depreciation and amortization expense.

“*EBITDA Margin*” is defined as EBITDA expressed as a percentage of net sales.

“*Adjusted EBITDA*” is defined as net (loss) income excluding the impact of:

- income taxes;
- interest expense;
- (loss) income from short-term investments;
- depreciation and amortization expense;
- ESOP and share-based compensation expense;
- non-cash impairment losses;
- non-cash pension withdrawal expense;
- other similar non-cash expenses;
- restructuring and other transition expenses;
- net gains and losses from sales of assets;
- non-recurring 2016 proxy contest-related expenses; and
- acquisition and integration costs.

“*Adjusted EBITDA Margin*” is defined as Adjusted EBITDA expressed as a percentage of net sales.

Restructuring and other transition expenses are expenses that are directly attributable to (i) the Corporate Relocation Plan, consisting primarily of employee retention and separation benefits, facility-related costs and other related costs such as travel, legal, consulting and other professional services; and (ii) beginning in the third quarter of fiscal 2017, the DSD Restructuring Plan, consisting primarily of severance, prorated bonuses for bonus eligible employees, contractual termination payments and outplacement services, and other related costs, including legal, recruiting, consulting, other professional services, and travel.

In the first quarter of fiscal 2017, we modified the calculation of Non-GAAP net (loss) income and Non-GAAP net (loss) income per diluted common share (i) to exclude non-recurring expenses for legal and other professional services incurred in connection with the 2016 proxy contest that were in excess of the level of expenses normally incurred for an annual meeting of stockholders (“2016 proxy contest-related expenses”) and non-cash interest expense accrued on the

Torrance Facility sale-leaseback financing obligation which has been included in the computation of the gain on sale upon conclusion of the leaseback arrangement, and (ii) to include income tax expense (benefit) on the non-GAAP adjustments based on the Company's applicable marginal tax rate. We also modified Adjusted EBITDA and Adjusted EBITDA Margin to exclude 2016 proxy contest-related expenses. These modifications to our non-GAAP financial measures were made because such expenses are not reflective of our ongoing operating results and adjusting for them will help investors with comparability of our results.

Beginning in the third quarter of fiscal 2017 and for all periods presented, we include EBITDA in our non-GAAP financial measures. We believe that EBITDA facilitates operating performance comparisons from period to period by isolating the effects of certain items that vary from period to period without any correlation to core operating performance or that vary widely among similar companies. These potential differences may be caused by variations in capital structures (affecting interest expense), tax positions (such as the impact on periods or companies of changes in effective tax rates or net operating losses) and the age and book depreciation of facilities and equipment (affecting relative depreciation expense). We also present EBITDA and EBITDA Margin because (i) we believe that these measures are frequently used by securities analysts, investors and other interested parties to evaluate companies in our industry, (ii) we believe that investors will find these measures useful in assessing our ability to service or incur indebtedness, and (iii) we use these measures internally as benchmarks to compare our performance to that of our competitors.

Beginning in the third quarter of fiscal 2017, we modified the calculation of Adjusted EBITDA and Adjusted EBITDA Margin to exclude (loss) income from our short-term investments because we believe excluding (loss) income generated from our investment portfolio is a measure more reflective of our operating results. The historical presentation of Adjusted EBITDA and Adjusted EBITDA Margin was recast to be comparable to the current period presentation.

Beginning in the fourth quarter of fiscal 2017, we modified the calculation of Non-GAAP net (loss) income, Non-GAAP net (loss) income per diluted common share, Adjusted EBITDA and Adjusted EBITDA Margin to exclude acquisition and integration costs. Acquisition and integration costs include legal expenses, consulting expenses and internal costs associated with acquisitions and integration of those acquisitions. Beginning in the fourth quarter of fiscal 2017 acquisition and integration costs were significant and, we believe, excluding them will help investors to better understand our operating results and more accurately compare them across periods. We have not adjusted the historical presentation of Non-GAAP net (loss) income, Non-GAAP net (loss) income per diluted common share, Adjusted EBITDA and Adjusted EBITDA Margin because acquisition and integration costs in prior periods were not material to the Company's results of operations.

Beginning in the third quarter of fiscal 2018, we modified the calculation of Non-GAAP net (loss) income and Non-GAAP net (loss) income per diluted common share to begin with net (loss) income available to common stockholders to reflect undeclared and unpaid cumulative preferred dividends on the preferred stock issued in the second quarter of fiscal 2018 in connection with the Boyd acquisition.

We believe these non-GAAP financial measures provide a useful measure of the Company's operating results, a meaningful comparison with historical results and with the results of other companies, and insight into the Company's ongoing operating performance. Further, management utilizes these measures, in addition to GAAP measures, when evaluating and comparing the Company's operating performance against internal financial forecasts and budgets.

Non-GAAP net (loss) income, Non-GAAP net (loss) income per diluted common share, EBITDA, EBITDA Margin, Adjusted EBITDA and Adjusted EBITDA Margin, as defined by us, may not be comparable to similarly titled measures reported by other companies. We do not intend for non-GAAP financial measures to be considered in isolation or as a substitute for other measures prepared in accordance with GAAP.

Set forth below is a reconciliation of reported net (loss) income available to common stockholders to Non-GAAP net (loss) income and reported net (loss) income per common share available to common stockholders—diluted to Non-GAAP net (loss) income per diluted common share (unaudited):

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2018	2017	2018	2017
<b>(In thousands, except per share data)</b>				
Net (loss) income available to common stockholders, as reported	\$ (4,036)	\$ 1,594	\$ (23,912)	\$ 23,288
Restructuring and other transition expenses	52	2,547	311	9,542
Net gain from sale of Torrance Facility	—	—	—	(37,449)
Net gains from sale of spice assets	(110)	(272)	(655)	(764)
Net gains from sales of other assets	(590)	(86)	(446)	(1,525)
Non-recurring 2016 proxy contest-related expenses	—	196	—	5,186
Interest expense on sale-leaseback financing obligation	—	—	—	681
Acquisition and integration costs	1,639	—	5,021	—
Income tax (benefit) expense on non-GAAP adjustments	(317)	(930)	(1,354)	9,488
Non-GAAP net (loss) income	\$ (3,362)	\$ 3,049	\$ (21,035)	\$ 8,447
Net (loss) income per common share available to common stockholders—diluted, as reported	\$ (0.24)	\$ 0.10	\$ (1.43)	\$ 1.39
Impact of restructuring and other transition expenses	\$ —	\$ 0.15	\$ 0.02	\$ 0.57
Impact of net gain from sale of Torrance Facility	\$ —	\$ —	\$ —	\$ (2.24)
Impact of net gains from sale of spice assets	\$ —	\$ (0.02)	\$ (0.04)	\$ (0.05)
Impact of net gains from sales of other assets	\$ (0.04)	\$ (0.01)	\$ (0.03)	\$ (0.09)
Impact of non-recurring 2016 proxy contest-related expenses	\$ —	\$ 0.01	\$ —	\$ 0.31
Impact of interest expense on sale-leaseback financing obligation	\$ —	\$ —	\$ —	\$ 0.04
Impact of acquisition and integration costs	\$ 0.10	\$ —	\$ 0.30	\$ —
Impact of income tax (benefit) expense on non-GAAP adjustments	\$ (0.02)	\$ (0.06)	\$ (0.08)	\$ 0.57
Non-GAAP net (loss) income per diluted common share	\$ (0.20)	\$ 0.17	\$ (1.26)	\$ 0.50

Set forth below is a reconciliation of reported net (loss) income to EBITDA (unaudited):

	Three Months Ended March 31,		Nine Months Ended March 31,	
	2018	2017	2018	2017
<b>(In thousands)</b>				
Net (loss) income, as reported	\$ (3,908)	\$ 1,594	\$ (23,655)	\$ 23,288
Income tax expense	297	1,411	20,497	15,910
Interest expense	902	517	2,286	1,430
Depreciation and amortization expense	7,397	6,527	22,727	16,613
EBITDA	\$ 4,688	\$ 10,049	\$ 21,855	\$ 57,241
EBITDA Margin	3.0%	7.3%	4.8%	14.0%

Set forth below is a reconciliation of reported net (loss) income to Adjusted EBITDA (unaudited):

<b>(In thousands)</b>	<b>Three Months Ended March 31,</b>		<b>Nine Months Ended March 31,</b>	
	<b>2018</b>	<b>2017</b>	<b>2018</b>	<b>2017</b>
Net (loss) income, as reported	\$ (3,908)	\$ 1,594	\$ (23,655)	\$ 23,288
Income tax (benefit) expense	297	1,411	20,497	15,910
Interest expense	902	517	2,286	1,430
Income from short-term investments	—	(1,156)	(19)	(882)
Depreciation and amortization expense	7,397	6,527	22,727	16,613
ESOP and share-based compensation expense	1,048	902	2,892	2,996
Restructuring and other transition expenses	52	2,547	311	9,542
Net gain from sale of Torrance Facility	—	—	—	(37,449)
Net gains from sale of spice assets	(110)	(272)	(655)	(764)
Net gains from sales of other assets	(590)	(86)	(446)	(1,525)
Impairment losses on intangible assets	3,820	—	3,820	—
Non-recurring 2016 proxy contest-related expenses	—	196	—	5,186
Acquisition and integration costs	1,639	—	5,021	—
Adjusted EBITDA	\$ 10,547	\$ 12,180	\$ 32,779	\$ 34,345
Adjusted EBITDA Margin	6.7%	8.8%	7.2%	8.4%

## Liquidity, Capital Resources and Financial Condition

### Credit Facility

We maintain a \$125.0 million senior secured revolving credit facility (the “Revolving Facility”) with JPMorgan Chase Bank, N.A. and SunTrust Bank (collectively, the “Lenders”), with a sublimit on letters of credit and swingline loans of \$30.0 million and \$15.0 million respectively. The Revolving Facility includes an accordion feature whereby we may increase the Revolving Commitment by up to an additional \$50.0 million, subject to certain conditions. Advances are based on our eligible accounts receivable, eligible inventory, and the value of certain real property and trademarks, less required reserves. The commitment fee is a flat fee of 0.25% per annum irrespective of average revolver usage. Outstanding obligations are collateralized by all of our assets, excluding certain real property not included in the borrowing base, and machinery and equipment (other than inventory). Borrowings under the Revolving Facility bear interest based on average historical excess availability levels with a range of PRIME - 0.25% to PRIME + 0.50% or Adjusted LIBO Rate + 1.25% to Adjusted LIBO Rate + 2.00%. We are subject to a variety of affirmative and negative covenants of types customary in an asset-based lending facility, including financial covenants relating to the maintenance of a fixed charge coverage ratio in certain circumstances, and the right of the Lenders to establish reserve requirements, which may reduce the amount of credit otherwise available to us. We are allowed to pay dividends, provided, among other things, certain excess availability requirements are met, and no event of default exists or has occurred and is continuing as of the date of any such payment and after giving effect thereto. The Revolving Facility matures on August 25, 2022.

At March 31, 2018, we were eligible to borrow up to a total of \$122.7 million under the Revolving Facility and had outstanding borrowings of \$85.9 million, utilized \$1.1 million of the letters of credit sublimit, and had excess availability under the Revolving Facility of \$35.7 million. At March 31, 2018, the weighted average interest rate on our outstanding borrowings under the Revolving Facility was 3.85%. At March 31, 2018, we were in compliance with all of the restrictive covenants under the Revolving Facility.

At April 30, 2018, we were eligible to borrow up to a total of \$122.7 million under the Revolving Facility and had outstanding borrowings of \$86.2 million, utilized \$1.1 million of the letters of credit sublimit, and had excess availability under the Revolving Facility of \$35.4 million. At April 30, 2018, the weighted average interest rate on our outstanding borrowings under the Revolving Facility was 3.90%.

## *Liquidity*

We generally finance our operations through cash flows from operations and borrowings under our Revolving Facility described above. At March 31, 2018, we had \$7.0 million in cash and cash equivalents. In the fourth quarter of fiscal 2017, we liquidated substantially all of our preferred stock portfolio, net of purchases, to fund expenditures associated with our New Facility in Northlake, Texas. In the second quarter ended December 31, 2017, we liquidated the remaining security and closed our preferred stock portfolio.

We believe our Revolving Facility, to the extent available, in addition to our cash flows from operations, collectively, will be sufficient to fund our working capital and capital expenditure requirements for the next 12 to 18 months.

## *Changes in Cash Flows*

We generate cash from operating activities primarily from cash collections related to the sale of our products.

Net cash provided by operating activities was \$8.4 million in the nine months ended March 31, 2018 compared to net cash provided by operating activities of \$10.5 million in the nine months ended March 31, 2017. Net cash provided by operating activities in the nine months ended March 31, 2018 was primarily due to a higher level of cash inflows from operating activities resulting primarily from the increase in deferred income taxes, depreciation and amortization and accounts payable balances and the change in estimated fair value of the China Mist contingent earnout consideration, partially offset by lower net income, impairment losses on intangible assets and increases in inventory and accounts receivable balances. Net cash provided by operating activities in the nine months ended March 31, 2017 was primarily due to higher net income and a higher level of cash inflows from operating activities resulting primarily from the increase in deferred income taxes and accounts payable balances, partially offset by cash outflows from increases in inventory and accounts receivable balances, payment of previously accrued bonus and restructuring and other transition expenses related to the Torrance Facility closure and purchases of short-term investments.

Net cash used in investing activities in the nine months ended March 31, 2018 was \$65.5 million as compared to \$84.0 million in the nine months ended March 31, 2017. In the nine months ended March 31, 2018, net cash used in investing activities included \$39.6 million net of cash acquired, primarily used to acquire the Boyd Business, \$25.9 million used for purchases of property, plant and equipment, including \$5.6 million for machinery and equipment relating to the Expansion Project, and \$1.6 million in purchases of assets in connection with construction of the New Facility, partially offset by \$1.6 million in proceeds from sales of property, plant and equipment, primarily equipment. In the nine months ended March 31, 2017, net cash used in investing activities included \$35.5 million for purchases of property, plant and equipment, \$26.7 million in purchases of assets in connection with construction of the New Facility, and \$25.9 million net of cash acquired, in connection with the China Mist and West Coast Coffee acquisitions, partially offset by \$4.0 million in proceeds from sales of property, plant and equipment, primarily real estate.

Net cash provided by financing activities in the nine months ended March 31, 2018 was \$57.9 million as compared to \$58.1 million in the nine months ended March 31, 2017. Net cash provided by financing activities in the nine months ended March 31, 2018 included \$58.3 million in net borrowings under our Revolving Facility, and \$1.1 million in proceeds from stock option exercises, partially offset by \$0.9 million used to pay capital lease obligations and \$0.6 million in financing costs associated with the amendment of the Revolving Facility. Net cash provided by financing activities in the nine months ended March 31, 2017 included \$44.1 million in net borrowings under our Revolving Facility, \$42.5 million in proceeds from sale-leaseback financing associated with the sale of the Torrance Facility, \$7.7 million in proceeds from lease financing in connection with the purchase of the partially constructed New Facility, and \$0.8 million in proceeds from stock option exercises, partially offset by \$35.8 million in repayments on lease financing to acquire the partially constructed New Facility upon purchase option closing, and \$1.1 million used to pay capital lease obligations.

## *Acquisitions*

On October 2, 2017, we acquired substantially all of the assets and certain specified liabilities of Boyd Coffee. At closing, for consideration of the purchase, we paid Boyd Coffee \$38.9 million in cash from borrowings under our Revolving Facility and issued to Boyd Coffee 14,700 shares of Series A Convertible Participating Cumulative Perpetual Preferred Stock ("Series A Preferred Stock"), with a fair value of \$11.8 million as of the closing date. Additionally, we held back \$3.2 million in cash and 6,300 shares of Series A Preferred Stock, with a fair value of \$4.8 million as of the closing date, for the satisfaction of any post-closing working capital adjustments and to secure Boyd Coffee's (and the other seller parties') indemnification obligations under the purchase agreement.

In addition to the \$3.2 million cash holdback, as part of the consideration for the purchase, at closing we held back \$1.1 million in cash to pay, on behalf of Boyd Coffee, any assessment of withdrawal liability made against Boyd Coffee following the closing date in respect of Boyd Coffee's multiemployer pension plan. The parties are in the process of determining the final net working capital under the purchase agreement. As of March 31, 2018, we estimated a net working capital adjustment of \$(8.1) million, which is reflected in the preliminary purchase price allocation. The purchase price allocation is preliminary as we are in the process of finalizing the final post-closing net working capital adjustment. The preliminary purchase price allocation is subject to change and such change could be material based on numerous factors, including the final estimated fair value of the assets acquired and liabilities assumed and the amount of the final post-closing net working capital adjustment.

At closing, the parties entered into a transition services agreement where Boyd Coffee agreed to provide certain accounting, marketing, human resources, information technology, sales and distribution and other administrative support during a transition period of up to 12 months. We also entered into a co-manufacturing agreement with Boyd Coffee for a transition period of up to 12 months as we transition production into our plants. Amounts paid by the Company to Boyd Coffee for these services totaled \$10.2 million and \$19.4 million in the three and nine months ended March 31, 2018, respectively.

On October 11, 2016, we acquired substantially all of the assets and certain specified liabilities of China Mist for aggregate purchase consideration of \$12.2 million, consisting of \$11.2 million in cash paid at closing including working capital adjustments of \$0.4 million, post-closing final working capital adjustments of \$0.6 million, and up to \$0.5 million in contingent consideration to be paid as earnout if certain sales levels are achieved in the calendar years of 2017 or 2018. We funded the purchase price of this acquisition with proceeds under our Revolving Facility and cash flows from operations. In our annual test of impairment as of January 31, 2018 and assessment of the recoverability of certain finite-lived intangible assets, we determined that the trade name/trademark and customer relationships intangible assets acquired in connection with the China Mist acquisition were impaired as the carrying value exceeded the estimated fair value. Accordingly, we recorded total impairment charges of \$3.8 million in the three and nine months ended March 31, 2018. See [Note 13, Goodwill and Intangible Assets](#), of the Notes to Unaudited Condensed Consolidated Financial Statements included in Part I, Item 1 of this report.

On February 7, 2017, we acquired substantially all of the assets and certain specified liabilities of West Coast Coffee for aggregate purchase consideration of \$15.5 million, which included \$14.7 million in cash paid at closing including working capital adjustments of \$1.2 million, post-closing working capital adjustment of \$(0.2) million and up to \$1.0 million in contingent consideration to be paid as earnout if certain sales levels are achieved in the twenty-four months following the closing. We funded the purchase price for this acquisition with proceeds under our Revolving Facility and cash flows from operations.

See [Note 3, Acquisitions](#), of the Notes to Unaudited Condensed Consolidated Financial Statements included in Part I, Item 1 of this report.

#### *DSD Restructuring Plan*

On February 21, 2017, we announced the DSD Restructuring Plan. We have revised our estimated time of completion of the DSD Restructuring Plan from the end of the second quarter of fiscal 2018 to the end of calendar 2018. We estimate that we will recognize approximately \$3.7 million to \$4.9 million of pre-tax restructuring charges by the end of calendar 2018 consisting of approximately \$1.9 million to \$2.7 million in employee-related costs, including severance, prorated bonuses for bonus eligible employees, contractual termination payments and outplacement services, and \$1.8 million to \$2.2 million in other related costs, including legal, recruiting, consulting, other professional services, and travel. Expenses related to the DSD Restructuring Plan in the three and nine months ended March 31, 2018 consisted of \$0 and \$24,000, respectively, in employee-related costs and \$0.1 million and \$0.3 million, respectively, in other related costs. Since the adoption of the DSD Restructuring Plan through March 31, 2018, we have recognized and paid a total of \$2.7 million in aggregate cash costs including \$1.1 million in employee-related costs, and \$1.6 million in other related costs. The remaining estimated costs of \$1.0 million to \$2.2 million are expected to be incurred in the remainder of calendar 2018. We may also incur other charges not currently contemplated due to events that may occur as a result of, or associated with, the DSD Restructuring Plan. See [Note 4, Restructuring Plans—Direct Store Delivery \(“DSD”\) Restructuring Plan](#), of the Notes to Unaudited Condensed Consolidated Financial Statements included in Part I, Item 1 of this report.

#### *Corporate Relocation Plan*

We estimated that we would incur approximately \$31 million in cash costs in connection with the Corporate Relocation Plan consisting of \$18 million in employee retention and separation benefits, \$5 million in facility-related costs and \$8 million in other related costs. Since the adoption of the Corporate Relocation Plan in fiscal 2015 through March 31, 2018, we have recognized a total of \$31.5 million in aggregate cash costs, including \$17.1 million in employee retention and separation benefits, \$7.0 million in facility-related costs related to the temporary office space, costs associated with the move of the Company’s headquarters, relocation of our Torrance operations and certain distribution operations and \$7.4 million in other related costs recorded in “Restructuring and other transition expenses” in our Condensed Consolidated Statements of Operations. We completed the Corporate Relocation Plan in the fourth quarter of fiscal 2017 and have no outstanding balances as of March 31, 2018. Additionally, from inception through March 31, 2018, we recognized non-cash depreciation expense of \$2.3 million associated with the Torrance production facility resulting from the consolidation of coffee production operations with the Houston and Portland production facilities and \$1.4 million in non-cash rent expense recognized in the sale-leaseback of the Torrance Facility. We may incur certain pension-related costs in connection with the Corporate Relocation Plan which are not included in the estimated \$31 million in aggregate cash costs. See [Note 4, Restructuring Plans—Corporate Relocation Plan](#), of the Notes to Unaudited Condensed Consolidated Financial Statements included in Part I, Item 1 of this report.

#### *New Facility Costs*

We estimated that the total construction costs including the cost of the land for the New Facility would be approximately \$60 million. As of March 31, 2018, we have incurred an aggregate of \$60.8 million in construction costs. In addition to the costs to complete the construction of the New Facility, we estimated that we would incur approximately \$35 million to \$39 million for machinery and equipment, furniture and fixtures, and related expenditures in connection with construction of the New Facility of which we have incurred an aggregate of \$33.2 million as of March 31, 2018, including \$22.5 million under the amended building contract for the New Facility. See [Note 5, New Facility](#) of the Notes to Unaudited Condensed Consolidated Financial Statements included in Part I, Item 1 of this report. The majority of the capital expenditures associated with machinery and equipment, furniture and fixtures and related expenditures in connection with the initial construction of the New Facility were incurred in the first three quarters of fiscal 2017. We commenced distribution activities at the New Facility during the second quarter of fiscal 2017 and initial production activities late in the third quarter of fiscal 2017. We began roasting coffee in the New Facility in the fourth quarter of fiscal 2017.

The following table summarizes the expenditures incurred for construction of the New Facility as of March 31, 2018 as compared to the final budget:

<b>(In thousands)</b>	<b>Expenditures Incurred</b>			<b>Budget</b>	
	<b>Nine Months Ended March 31, 2018</b>	<b>Through Fiscal Year Ended June 30, 2017</b>	<b>Total</b>	<b>Lower bound</b>	<b>Upper bound</b>
Building and facilities, including land	\$ —	\$ 60,770	\$ 60,770	\$ 55,000	\$ 60,000
Machinery and equipment; furniture and fixtures	—	33,241	33,241	35,000	39,000
<b>Total</b>	<b>\$ —</b>	<b>\$ 94,011</b>	<b>\$ 94,011</b>	<b>\$ 90,000</b>	<b>\$ 99,000</b>

## Capital Expenditures

For the nine months ended March 31, 2018 and 2017, our capital expenditures paid were as follows:

(In thousands)	Nine Months Ended December 31,	
	2018	2017
<b>Maintenance:</b>		
Coffee brewing equipment	\$ 8,118	\$ 8,280
Building and facilities	324	230
Vehicles, machinery and equipment	5,804	9,439
Software, office furniture and equipment	3,127	1,831
Capital expenditures, maintenance	\$ 17,373	\$ 19,780
<b>Expansion Project:</b>		
Machinery and equipment	\$ 5,601	\$ —
Capital expenditures, Expansion Project	\$ 5,601	\$ —
<b>New Facility:</b>		
Building and facilities, including land(1)	\$ 1,577	\$ 26,606
Machinery and equipment	2,489	11,774
Software, office furniture and equipment	426	3,990
Capital expenditures, New Facility	\$ 4,492	\$ 42,370
Total capital expenditures	\$ 27,466	\$ 62,150

(1) Includes \$26.6 million in purchase of assets for New Facility construction in the nine months ended March 31, 2017.

In fiscal 2018 we expect to pay approximately \$20 million to \$22 million in maintenance capital expenditures, including to replace normal wear and tear of coffee brewing equipment, vehicles, machinery and equipment and mobile sales solution hardware, of which \$17.4 million has been paid in the nine months ended March 31, 2018. In fiscal 2018 we anticipate paying between \$9 million to \$14 million in capital expenditures related to the Expansion Project of which \$5.6 million has been paid in the nine months ended March 31, 2018 with the balance of up to the guaranteed maximum price of \$19.3 million expected to be paid in fiscal 2019. In the nine months ended March 31, 2018, we paid \$4.5 million in capital expenditures for the New Facility. As of March 31, 2018, we have paid for all capital expenditures associated with initial construction of the New Facility.

Depreciation and amortization expense was \$8.1 million and \$6.5 million in the three months ended March 31, 2018 and 2017, respectively. Depreciation and amortization expense was \$22.7 million and \$16.6 million, in the nine months ended March 31, 2018 and 2017, respectively. We anticipate our depreciation and amortization expense will be approximately \$7.5 million to \$8.0 million per quarter in the remainder of fiscal 2018 based on our existing fixed asset commitments and the useful lives of our intangible assets.

## Working Capital

At March 31, 2018 and June 30, 2017, our working capital was composed of the following:

(In thousands)	March 31, 2018	June 30, 2017
Current assets	\$ 153,039	\$ 117,164
Current liabilities	175,034	97,267
Working capital	\$ (21,995)	\$ 19,897

### *Contractual Obligations*

During the three months ended March 31, 2018, other than the following, there were no material changes in our contractual obligations.

On February 9, 2018, we entered into Task Order No. 6 with Haskell for the expansion of our production lines in the New Facility. Task Order 6 is a guaranteed maximum price contract. Specifically, the maximum price payable by the Company to Haskell under Task Order 6 for all of Haskell's services, equipment procurement and installation, and construction work in connection with the Expansion Project is \$19.3 million. In fiscal 2018, we anticipate paying between \$9 million to \$14 million in capital expenditures associated with the Expansion Project, of which \$2.9 million and \$5.6 million has been paid in the three and nine months ended March 31, 2018, respectively, with the balance of up to the guaranteed maximum price of \$19.3 million expected to be paid in fiscal 2019.

At March 31, 2018, we had outstanding borrowings of \$85.9 million under our Revolving Facility, as compared to outstanding borrowings of \$27.6 million at June 30, 2017. The increase in outstanding borrowings in the nine months ended March 31, 2018 included \$39.5 million to fund the purchase price for the Boyd Business and initial Company obligations under the post-closing transition services agreement.

In connection with the Boyd Coffee acquisition, as part of the consideration for the purchase, at closing we held back \$1.1 million in cash to pay, on behalf of Boyd Coffee, any assessment of withdrawal liability made against Boyd Coffee following the closing date in respect of Boyd Coffee's multiemployer pension plan. As we have not made this payment as of March 31, 2018 and we expect settling the pension liability will take greater than twelve months, the multiemployer plan holdback is recorded in other long-term liabilities on our Condensed Consolidated Balance Sheet at March 31, 2018.

As of March 31, 2018, we had committed to purchase green coffee inventory totaling \$55.8 million under fixed-price contracts and other purchases totaling \$13.9 million under non-cancelable purchase orders.

### *Off-Balance Sheet Arrangements*

We have no off-balance sheet arrangements.

## **Item 3. Quantitative and Qualitative Disclosures About Market Risk**

### ***Interest Rate Risk***

We are exposed to market value risk arising from changes in interest rates on our securities portfolio. Our portfolio of preferred securities has sometimes included investments in derivative instruments that provide a natural economic hedge of interest rate risk. We review the interest rate sensitivity of these securities and may enter into "short positions" in futures contracts on U.S. Treasury securities or hold put options on such futures contracts to reduce the impact of certain interest rate changes. Specifically, we attempt to manage the risk arising from changes in the general level of interest rates. We do not transact in futures contracts or put options for speculative purposes. The number and type of futures and options contracts entered into depends on, among other items, the specific maturity and issuer redemption provisions for each preferred stock held, the slope of the U.S. Treasury yield curve, the expected volatility of U.S. Treasury yields, and the costs of using futures and/or options.

In the fourth quarter of fiscal 2017, we liquidated substantially all of our preferred stock portfolio, net of purchases, to fund expenditures associated with our New Facility in Northlake, Texas. In the second quarter ended December 31, 2017, we liquidated the remaining security and closed our preferred stock portfolio.

Borrowings under our Revolving Facility bear interest based on average historical excess availability levels with a range of PRIME - 0.25% to PRIME + 0.50% or Adjusted LIBO Rate + 1.25% to Adjusted LIBO Rate + 2.00%.

At March 31, 2018, we had outstanding borrowings of \$85.9 million, utilized \$1.1 million of the letters of credit sublimit, and had excess availability under the Revolving Facility of \$35.7 million. The weighted average interest rate on our outstanding borrowings under the Revolving Facility at March 31, 2018 was 3.85%.

The following table demonstrates the impact of interest rate changes on our annual interest expense on outstanding borrowings under the Revolving Facility, excluding interest on letters of credit, based on the weighted average interest rate on the outstanding borrowings as of March 31, 2018:

(\$ in thousands)	Principal	Interest Rate	Annual Interest Expense
-150 basis points	\$85,885	2.38%	\$ 2,044
-100 basis points	\$85,885	2.88%	\$ 2,473
Unchanged	\$85,885	3.88%	\$ 3,332
+100 basis points	\$85,885	4.88%	\$ 4,191
+150 basis points	\$85,885	5.38%	\$ 4,621

### **Commodity Price Risk**

We are exposed to commodity price risk arising from changes in the market price of green coffee. We value green coffee inventory on the LIFO basis. In the normal course of business we hold a large green coffee inventory and enter into forward commodity purchase agreements with suppliers. We are subject to price risk resulting from the volatility of green coffee prices. Due to competition and market conditions, volatile price increases cannot always be passed on to our customers.

We purchase over-the-counter coffee-related derivative instruments to enable us to lock in the price of green coffee commodity purchases. These derivative instruments also may be entered into at the direction of the customer under commodity-based pricing arrangements to effectively lock in the purchase price of green coffee under such customer arrangements, in certain cases up to 18 months or longer in the future. We account for certain coffee-related derivative instruments as accounting hedges in order to minimize the volatility created in our quarterly results from utilizing these derivative contracts and to improve comparability between reporting periods.

When we designate coffee-related derivative instruments as cash flow hedges, we formally document the hedging instruments and hedged items, and measure at each balance sheet date the effectiveness of our hedges. The effective portion of the change in fair value of the derivative is reported in AOCI and subsequently reclassified into cost of goods sold in the period or periods when the hedged transaction affects earnings. For the three months ended March 31, 2018 and 2017, respectively, we reclassified \$(1.8) million in net losses and \$0.9 million in net gains on derivative instruments designated as cash flow hedges, excluding tax, respectively, into cost of goods sold from AOCI. Any ineffective portion of the derivative's change in fair value is recognized currently in "Other, net." For the nine months ended March 31, 2018 and 2017, respectively, we reclassified \$(2.4) million in net losses and \$0.6 million in net gains on derivative instruments designated as cash flow hedges, excluding tax, respectively, into cost of goods sold from AOCI. Gains or losses deferred in AOCI associated with terminated derivative instruments, derivative instruments that cease to be highly effective hedges, derivative instruments for which the forecasted transaction is reasonably possible but no longer probable of occurring, and cash flow hedges that have been otherwise discontinued remain in AOCI until the hedged item affects earnings. If it becomes probable that the forecasted transaction designated as the hedged item in a cash flow hedge will not occur, we recognize any gain or loss deferred in AOCI in "Other, net" at that time. For the three months ended March 31, 2018 and 2017, we recognized in "Other, net" \$0 and \$90,000 in net gains, respectively, on coffee-related derivative instruments designated as cash flow hedges due to ineffectiveness. For the nine months ended March 31, 2018 and 2017, we recognized in "Other, net" \$48,000 and \$63,000 in net gains, respectively, on coffee-related derivative instruments designated as cash flow hedges due to ineffectiveness.

For derivative instruments that are not designated in a hedging relationship, and for which the normal purchases and normal sales exception has not been elected, the changes in fair value are reported in "Other, net." In the three months ended March 31, 2018 and 2017, we recorded in "Other, net" net losses of \$(0.4) million and net gains of \$0.2 million, respectively, on coffee-related derivative instruments not designated as accounting hedges. In the nine months ended March 31, 2018 and 2017, we recorded in "Other, net" net losses of \$(0.5) million and \$(1.1) million, respectively, on coffee-related derivative instruments not designated as accounting hedges.

The following table summarizes the potential impact as of March 31, 2018 to net income and AOCI from a hypothetical 10% change in coffee commodity prices. The information provided below relates only to the coffee-related derivative instruments and does not include, when applicable, the corresponding changes in the underlying hedged items:

	Increase (Decrease) to Net Income		Increase (Decrease) to AOCI	
	10% Increase in Underlying Rate	10% Decrease in Underlying Rate	10% Increase in Underlying Rate	10% Decrease in Underlying Rate
<b>(In thousands)</b>				
Coffee-related derivative instruments(1)	\$ 260	\$ (260)	\$ 4,415	\$ (4,415)

(1) The Company's purchase contracts that qualify as normal purchases include green coffee purchase commitments for which the price has been locked in as of March 31, 2018. These contracts are not included in the sensitivity analysis above as the underlying price has been fixed.

#### **Item 4. Controls and Procedures**

##### ***Disclosure Controls and Procedures***

Disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), are controls and other procedures that are designed to ensure that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the rules and forms of the SEC. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information we are required to disclose in the reports that we file or submit under the Exchange Act is accumulated and communicated to our management, including our principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosures.

As of March 31, 2018, our management, with the participation of our Chief Executive Officer (principal executive officer) and Chief Financial Officer (principal financial and accounting officer), carried out an evaluation of the effectiveness of our disclosure controls and procedures pursuant to Rule 13a-15(e) promulgated under the Exchange Act. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective.

##### ***Changes in Internal Control Over Financial Reporting***

Management has determined that there has been no change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) promulgated under the Exchange Act) during our fiscal quarter ended March 31, 2018 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

On October 2, 2017, we completed the acquisition of substantially all of the assets and certain specified liabilities of Boyd Coffee Company. We are currently integrating processes, employees, technologies and operations. Management will continue to evaluate our internal controls over financial reporting as we complete the integration.

## PART II - OTHER INFORMATION

### Item 1. Legal Proceedings

The information set forth in [Note 21, Commitments and Contingencies](#), of the Notes to Unaudited Condensed Consolidated Financial Statements included in Part I, Item 1 of this Form 10-Q is incorporated herein by reference.

### Item 1A. Risk Factors

The information set forth in this report should be read in conjunction with the risk factor set forth below and the risk factors discussed in Part I, Item 1A of the 2017 Form 10-K.

***Significant additional labeling or warning requirements may increase our costs and adversely affect sales of the affected products.***

Various jurisdictions may seek to adopt significant additional product labeling (such as requiring labeling of products that contain genetically modified organisms) or warning requirements or limitations on the availability of our products relating to the content or perceived adverse health consequences of certain of our products. If these types of requirements become applicable to one or more of our products, they may inhibit sales of such products. In addition, for example, we are subject to the California Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as “Proposition 65”), a law which requires that a specific warning appear on any product sold in California that contains a substance listed by that State as having been found to cause cancer or birth defects. The Council for Education and Research on Toxics (“CERT”) has filed suit against a number of companies as defendants, including our subsidiary, Coffee Bean International, Inc., which sell coffee in California for allegedly failing to issue clear and reasonable warnings in accordance with Proposition 65 that the coffee they produce, distribute and sell contains acrylamide. CERT’s action claims damages, statutory penalties and costs of enforcement, which could be significant, as well as a requirement to provide warnings and other notices to customers or remove acrylamide from finished products (which may be impossible). The court that is hearing the action has issued a proposed statement of decision in favor of CERT on issues of liability, but a later trial phase will resolve remedies, if any, including whether a warning must be included with respect to sales of coffee in California. If we were required to add warning labels to any of our products or place warnings in certain locations where our products are sold, sales of those products could suffer not only in those locations but elsewhere. Any change in labeling requirements for our products also may lead to an increase in packaging costs or interruptions or delays in packaging deliveries.

**Item 6. Exhibits**

<b>Exhibit No.</b>	<b>Description</b>
2.1	<a href="#"><u>Asset Purchase Agreement, dated as of November 16, 2015, by and between Farmer Bros. Co. and Harris Spice Company Inc. (filed as Exhibit 2.1 to the Company's Current Report on Form 8-K filed with the SEC on November 20, 2015 and incorporated herein by reference).</u>*</a>
2.2	<a href="#"><u>Purchase Agreement, dated as of September 9, 2016, among Tea Leaf Acquisition Corp., China Mist Brands, Inc., certain stockholders of China Mist Brands, Inc., for certain limited purposes, Daniel W. Schweiker and John S. Martinson, and Daniel W. Schweiker, in his capacity as the sellers' representative (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on September 14, 2016 and incorporated herein by reference).</u>*</a>
2.3	<a href="#"><u>Asset Purchase Agreement, dated as of August 18, 2017, by and among Farmer Bros. Co., Boyd Assets Co., Boyd Coffee Company, and each of the parties set forth on Exhibit A thereto (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on August 21, 2017 and incorporated herein by reference).</u>*</a>
3.1	<a href="#"><u>Certificate of Incorporation of Farmer Bros. Co. (filed as Exhibit 3.1 to the Company's Current Report on Form 8-K filed with the SEC on June 26, 2017 and incorporated herein by reference).</u></a>
3.2	<a href="#"><u>Certificate of Amendment to the Certificate of Incorporation of Farmer Bros. Co. (filed as Exhibit 3.2 to the Company's Current Report on Form 8-K filed with the SEC on June 26, 2017 and incorporated herein by reference).</u></a>
3.3	<a href="#"><u>Amended and Restated Bylaws (filed as Exhibit 3.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2016 filed with the SEC on May 6, 2016 and incorporated herein by reference).</u></a>
3.4	<a href="#"><u>Certificate of Elimination (filed as Exhibit 3.3 to the Company's Registration Statement on Form 8-A12B/A filed with the SEC on September 24, 2015 and incorporated herein by reference).</u></a>
3.5	<a href="#"><u>Certificate of Designations of Series A Convertible Participating Cumulative Perpetual Preferred Stock of Farmer Bros. Co. (filed as Exhibit 3.1 to the Company's Current Report on Form 8-K filed with the SEC on October 3, 2017 and incorporated herein by reference).</u></a>
4.1	<a href="#"><u>Specimen Stock Certificate for Common Stock (filed as Exhibit 4.1 to the Company's Registration Statement on Form 8-A12B/A filed with the SEC on September 24, 2015 and incorporated herein by reference).</u></a>
4.2	<a href="#"><u>Specimen Stock Certificate for Series A Convertible Participating Cumulative Perpetual Preferred Stock (filed as Exhibit 4.2 to the Company's Quarterly Report on Form 10-Q filed with the SEC on November 7, 2017 and incorporated herein by reference).</u></a>
4.3	<a href="#"><u>Registration Rights Agreement, dated as of June 16, 2016, among Farmer Bros. Co. and the Investors identified on the signature pages thereto (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on June 21, 2016 and incorporated herein by reference).</u></a>
10.1	<a href="#"><u>Credit Agreement, dated as of March 2, 2015, by and among Farmer Bros. Co., Coffee Bean International, Inc., FBC Finance Company, Coffee Bean Holding Co., Inc., the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on March 6, 2015 and incorporated herein by reference).</u></a>
10.2	<a href="#"><u>Pledge and Security Agreement, dated as of March 2, 2015, by and among Farmer Bros. Co., Coffee Bean International, Inc., FBC Finance Company, Coffee Bean Holding Co., Inc. and JPMorgan Chase Bank, N.A., as Administrative Agent (filed as Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the SEC on March 6, 2015 and incorporated herein by reference).</u></a>

Exhibit No.	Description
10.3	<a href="#"><u>Joinder Agreement, dated as of October 11, 2016, by and among China Mist Brands, Inc., Farmer Bros. Co., as the Borrower Representative, and JPMorgan Chase Bank, N.A., as Administrative Agent, under that certain Credit Agreement dated as of March 2, 2015 (filed as Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended December 31, 2016 filed with the SEC on February 9, 2017 and incorporated herein by reference).</u></a>
10.4	<a href="#"><u>Joinder to Pledge and Security Agreement, dated as of October 11, 2016, by and among Farmer Bros. Co., Coffee Bean International, Inc., FBC Finance Company, Coffee Bean Holding Co., Inc., China Mist Brands, Inc. and JPMorgan Chase Bank, N.A., as Administrative Agent (filed as Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q for the quarter ended December 31, 2016 filed with the SEC on February 9, 2017 and incorporated herein by reference).</u></a>
10.5	<a href="#"><u>First Amendment to Credit Agreement and First Amendment to Pledge and Security Agreement, dated as of August 25, 2017, by and among Farmer Bros. Co., China Mist Brands, Inc., Coffee Bean International, Inc., FBC Finance Company, Coffee Bean Holding Company, Inc., the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on August 30, 2017 and incorporated herein by reference).</u></a>
10.6	<a href="#"><u>Joinder Agreement, dated as of November 29, 2017, by and among Boyd Assets Co., Farmer Bros. Co., as the Borrower's Representative, and JPMorgan Chase Bank, N.A., as Administrative Agent, under that certain Credit Agreement dated as of March 2, 2015, as amended by that certain First Amendment to Credit Agreement, dated as of August 25, 2017 (filed as Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q filed with the SEC on February 7, 2018 and incorporated herein by reference).</u></a>
10.7	<a href="#"><u>Joinder to Pledge and Security Agreement, dated as of November 29, 2017, by and among Farmer Bros. Co., Coffee Bean International, Inc., FBC Finance Company, Coffee Bean Holding Co., Inc., China Mist Brands, Inc., Boyd Assets Co. and JPMorgan Chase Bank, N.A., as Administrative Agent (filed as Exhibit 10.7 to the Company's Quarterly Report on Form 10-Q filed with the SEC on February 7, 2018 and incorporated herein by reference).</u></a>
10.8	<a href="#"><u>Farmer Bros. Co. Pension Plan for Salaried Employees (filed (filed as Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q filed with the SEC on November 7, 2017 and incorporated herein by reference).**</u></a>
10.9	<a href="#"><u>Amendment No. 1 to Farmer Bros. Co. Retirement Plan effective June 30, 2011 (filed as Exhibit 10.4 to the Company's Annual Report on Form 10-K for the fiscal year ended June 30, 2016 filed with the SEC on September 14, 2016 and incorporated herein by reference).**</u></a>
10.10	<a href="#"><u>Action of the Administrative Committee of the Farmer Bros. Co. Qualified Employee Retirement Plans amending the Farmer Bros. Co. Retirement Plan, effective as of December 6, 2012 (filed herewith).**</u></a>
10.11	<a href="#"><u>Farmer Bros. Co. 2005 Incentive Compensation Plan (filed as Exhibit 10.10 to the Company's Quarterly Report on Form 10-Q for the quarter ended December 31, 2013 filed with the SEC on February 10, 2014 and incorporated herein by reference).**</u></a>
10.12	<a href="#"><u>Amendment to Farmer Bros. Co. 2005 Incentive Compensation Plan (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on December 10, 2014 and incorporated herein by reference).**</u></a>
10.13	<a href="#"><u>Farmer Bros. Co. Amended and Restated Employee Stock Ownership Plan, as adopted by the Board of Directors on December 9, 2010 and effective as of January 1, 2010 (filed as Exhibit 10.8 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2016 filed with the SEC on May 6, 2016 and incorporated herein by reference).**</u></a>
10.14	<a href="#"><u>Action of the Administrative Committee of the Farmer Bros. Co. Qualified Employee Retirement Plans amending the Farmer Bros. Co. Amended and Restated Employee Stock Ownership Plan, effective as of January 1, 2012 (filed as Exhibit 10.12 to the Company's Annual Report on Form 10-K for the fiscal year ended June 30, 2017 filed with the SEC on September 28, 2017 and incorporated herein by reference).**</u></a>

Exhibit No.	Description
10.15	<a href="#"><u>Action of the Administrative Committee of the Farmer Bros. Co. Qualified Employee Retirement Plans amending the Farmer Bros. Co. Amended and Restated Employee Stock Ownership Plan, effective as of January 1, 2015 (filed as Exhibit 10.10 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2015 filed with the SEC on November 9, 2015 and incorporated herein by reference).</u>**</a>
10.16	<a href="#"><u>Action of the Administrative Committee of the Farmer Bros. Co. Qualified Employee Retirement Plans amending the Farmer Bros. Co. Amended and Restated Employee Stock Ownership Plan, effective as of January 1, 2015 (filed as Exhibit 10.11 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2015 filed with the SEC on November 9, 2015 and incorporated herein by reference).</u>**</a>
10.17	<a href="#"><u>Amendment dated October 6, 2016 to Farmer Bros. Co. Amended and Restated Employee Stock Ownership Plan (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on October 7, 2016 and incorporated herein by reference).</u>**</a>
10.18	<a href="#"><u>Action of the Administrative Committee of the Farmer Bros. Co. Qualified Employee Retirement Plans amending the Farmer Bros. Co. Amended and Restated Employee Stock Ownership Plan, effective as of January 1, 2017 (filed as Exhibit 10.18 to the Company's Quarterly Report on Form 10-Q filed with the SEC on February 7, 2018 and incorporated herein by reference).</u>**</a>
10.19	<a href="#"><u>ESOP Loan Agreement including ESOP Pledge Agreement and Promissory Note, dated March 28, 2000, between Farmer Bros. Co. and Wells Fargo Bank, N.A., Trustee for the Farmer Bros Co. Employee Stock Ownership Plan (filed as Exhibit 10.12 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2016 filed with the SEC on May 6, 2016 and incorporated herein by reference).</u></a>
10.20	<a href="#"><u>Amendment No. 1 to ESOP Loan Agreement, dated June 30, 2003, between Farmer Bros. Co. and Wells Fargo Bank, N.A., Trustee for the Farmer Bros Co. Employee Stock Ownership Plan (filed as Exhibit 10.13 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2016 filed with the SEC on May 6, 2016 and incorporated herein by reference).</u></a>
10.21	<a href="#"><u>ESOP Loan Agreement No. 2 including ESOP Pledge Agreement and Promissory Note, dated July 21, 2003 between Farmer Bros. Co. and Wells Fargo Bank, N.A., Trustee for the Farmer Bros Co. Employee Stock Ownership Plan (filed as Exhibit 10.14 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2016 filed with the SEC on May 6, 2016 and incorporated herein by reference).</u></a>
10.22	<a href="#"><u>Employment Agreement, dated March 9, 2012, by and between Farmer Bros. Co. and Michael H. Keown (filed as Exhibit 10.18 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2017 filed with the SEC on May 10, 2017 and incorporated herein by reference).</u>**</a>
10.23	<a href="#"><u>Employment Agreement, effective as of May 27, 2015, by and between Farmer Bros. Co. and Scott W. Bixby (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on May 20, 2015 and incorporated herein by reference).</u>**</a>
10.24	<a href="#"><u>Separation Agreement, dated as of February 6, 2018, by and between Farmer Bros. Co., and Scott Bixby (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on February 8, 2018 and incorporated herein by reference).</u></a>
10.25	<a href="#"><u>Employment Agreement, effective as of August 6, 2015, by and between Farmer Bros. Co. and Thomas J. Mattei, Jr. (filed as Exhibit 10.20 to the Company's Annual Report on Form 10-K for the fiscal year ended June 30, 2015 filed with the SEC on September 14, 2015 and incorporated herein by reference).</u>**</a>
10.26	<a href="#"><u>Employment Agreement, dated as of February 17, 2017, by and between Farmer Bros. Co. and David G. Robson (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on February 23, 2017 and incorporated herein by reference).</u>**</a>
10.27	<a href="#"><u>Employment Agreement, dated as of February 17, 2017, by and between Farmer Bros. Co. and Ellen D. Jobst (filed as Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the SEC on February 23, 2017 and incorporated herein by reference).</u>**</a>

Exhibit No.	Description
10.28	<a href="#"><u>Employment Agreement, dated as of February 17, 2017, by and between Farmer Bros. Co. and Scott A. Siers (filed as Exhibit 10.3 to the Company's Current Report on Form 8-K filed with the SEC on February 23, 2017 and incorporated herein by reference).</u>**</a>
10.29	<a href="#"><u>Form of First Amendment to Employment Agreement entered into between Farmer Bros. Co. and each of Michael H. Keown, David G. Robson, Ellen D. Iobst, Scott W. Bixby, Scott A. Siers and Thomas J. Mattei, Jr. (filed as Exhibit 10.25 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2017 filed with the SEC on May 10, 2017 and incorporated herein by reference).</u>**</a>
10.30	<a href="#"><u>Confidential General Release and Separation Agreement by and between Barry C. Fischetto and Farmer Bros. Co. dated February 17, 2017 (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on February 17, 2017 and incorporated herein by reference).</u>**</a>
10.31	<a href="#"><u>Farmer Bros. Co. 2007 Omnibus Plan, as amended (as approved by the stockholders at the 2012 Annual Meeting of Stockholders on December 6, 2012) (filed as Exhibit 10.27 to the Company's Quarterly Report on Form 10-Q filed with the SEC on November 7, 2017 and incorporated herein by reference).</u>**</a>
10.32	<a href="#"><u>Farmer Bros. Co. Amended and Restated 2007 Long-Term Incentive Plan (as approved by the stockholders at the 2013 Annual Meeting of Stockholders on December 5, 2013) (filed as Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the SEC on December 11, 2013 and incorporated herein by reference).</u>**</a>
10.33	<a href="#"><u>Addendum to Farmer Bros. Co. Amended and Restated 2007 Long-Term Incentive Plan (filed as Exhibit 10.30 to the Company's Quarterly Report on Form 10-Q for the quarter ended December 31, 2014 filed with the SEC on February 9, 2015 and incorporated herein by reference).</u>**</a>
10.34	<a href="#"><u>Form of Farmer Bros. Co. 2017 Long-Term Incentive Plan Stock Option Award Agreement (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on December 4, 2017 and incorporated herein by reference).</u>**</a>
10.35	<a href="#"><u>Form of Farmer Bros. Co. 2017 Long-Term Incentive Plan Stock Restricted Stock Unit Award Agreement (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on December 4, 2017 and incorporated herein by reference).</u>**</a>
10.36	<a href="#"><u>Form of Farmer Bros. Co. 2017 Long-Term Incentive Plan Stock Restricted Stock Grant Agreement (Directors) (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on December 4, 2017 and incorporated herein by reference).</u>**</a>
10.37	<a href="#"><u>Form of Farmer Bros. Co. 2017 Long-Term Incentive Plan Stock Restricted Stock Grant Agreement (Employees) (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on December 4, 2017 and incorporated herein by reference).</u>**</a>
10.38	<a href="#"><u>Farmer Bros. Co. 2017 Long-Term Incentive Plan (as approved by the stockholders at the Special Meeting of Stockholders on June 20, 2017) filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on June 26, 2017 and incorporated herein by reference)**</u></a>
10.39	<a href="#"><u>Form of Farmer Bros. Co. 2007 Omnibus Plan Stock Option Grant Notice and Stock Option Agreement (filed herewith).</u>**</a>
10.40	<a href="#"><u>Form of Farmer Bros. Co. Amended and Restated 2007 Long-Term Incentive Plan Stock Option Grant Notice and Stock Option Agreement (filed as Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the SEC on December 18, 2013 and incorporated herein by reference).</u>**</a>
10.41	<a href="#"><u>Form of Farmer Bros. Co. 2007 Omnibus Plan Restricted Stock Award Grant Notice and Restricted Stock Award Agreement (filed herewith).</u>**</a>
10.42	<a href="#"><u>Form of Farmer Bros. Co. Amended and Restated 2007 Long-Term Incentive Plan Restricted Stock Award Grant Notice and Restricted Stock Award Agreement (filed as Exhibit 10.3 to the Company's Current Report on Form 8-K filed with the SEC on December 18, 2013 and incorporated herein by reference).</u>**</a>

Exhibit No.	Description
10.43	<a href="#"><u>Stock Ownership Guidelines for Directors and Executive Officers (filed as Exhibit 10.27 to the Company's Annual Report on Form 10-K for the fiscal year ended June 30, 2016 filed with the SEC on September 14, 2016 and incorporated herein by reference).</u>**</a>
10.44	<a href="#"><u>Form of Change in Control Severance Agreement for Executive Officers of the Company (with schedule of executive officers attached) (filed as Exhibit 10.35 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2017 filed with the SEC on May 10, 2017 and incorporated herein by reference).</u>**</a>
10.45	<a href="#"><u>Form of First Amendment to Change in Control Severance Agreement entered into between Farmer Bros. Co. and each of Michael H. Keown, David G. Robson, Ellen D. Iobst, Scott W. Bixby, Scott A. Siers and Thomas J. Mattei, Jr. (filed as Exhibit 10.36 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2017 filed with the SEC on May 10, 2017 and incorporated herein by reference).</u>**</a>
10.46	<a href="#"><u>Form of Indemnification Agreement for Directors and Officers of the Company, as adopted on December 8, 2017 (with schedule of indemnitees attached) (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on December 13, 2017 and incorporated herein by reference).</u>**</a>
10.47	<a href="#"><u>Lease Agreement, dated as of July 17, 2015, by and between Farmer Bros. Co. as Tenant, and WF-FB NLTX, LLC as Landlord (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on July 23, 2015 and incorporated herein by reference).</u></a>
10.48	<a href="#"><u>First Amendment to Lease Agreement dated as of December 29, 2015, by and between Farmer Bros. Co. as Tenant, and WF-FB NLTX, LLC as Landlord (filed as Exhibit 10.36 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2016 filed with the SEC on May 6, 2016 and incorporated herein by reference).</u></a>
10.49	<a href="#"><u>Amendment No. 2 to Lease Agreement dated as of March 10, 2016, by and between Farmer Bros. Co. as Tenant, and WF-FB NLTX, LLC as Landlord (filed as Exhibit 10.37 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2016 filed with the SEC on May 6, 2016 and incorporated herein by reference).</u></a>
10.50	<a href="#"><u>Termination of Lease Agreement, dated as of September 15, 2016, by and between Farmer Bros. Co. as Tenant, and WF-FB NLTX, LLC as Landlord (filed as Exhibit 10.33 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2016 filed with the SEC on November 9, 2016 and incorporated herein by reference).</u></a>
10.51	<a href="#"><u>Development Management Agreement dated as of July 17, 2015, by and between Farmer Bros. Co., as Tenant and Stream Realty Partners-DFW, L.P., as Developer (filed as Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the SEC on July 23, 2015 and incorporated herein by reference).</u></a>
10.52	<a href="#"><u>First Amendment to Development Management Agreement dated as of January 1, 2016, by and between Farmer Bros. Co., as Tenant and Stream Realty Partners-DFW, L.P., as Developer (filed as Exhibit 10.39 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2016 filed with the SEC on May 6, 2016 and incorporated herein by reference).</u></a>
10.53	<a href="#"><u>Second Amendment to Development Management Agreement dated as of March 25, 2016, by and between Farmer Bros. Co., as Tenant and Stream Realty Partners-DFW, L.P., as Developer (filed as Exhibit 10.40 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2016 filed with the SEC on May 6, 2016 and incorporated herein by reference).</u></a>
10.54	<a href="#"><u>AIA Document A141 - 2014, Standard Form of Agreement Between Owner and Design-Builder, dated as of September 22, 2015, between Farmer Bros. Co. and The Haskell Company (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on September 22, 2016 and incorporated herein by reference).</u></a>
10.55	<a href="#"><u>Change Order No. 12, dated as of September 17, 2016, between Farmer Bros. Co. and The Haskell Company (filed as Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the SEC on September 22, 2016 and incorporated herein by reference).</u></a>

Exhibit No.	Description
10.56	<a href="#"><u>Standard Form of Agreement between Owner and Design-Builder (AIA Document A141-2014 Edition), dated as of October 23, 2017, by and between Farmer Bros. Co. and The Haskell Company (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on February 15, 2018 and incorporated herein by reference).</u></a>
10.57	<a href="#"><u>Project Specific Task Order Release Form No. 006, dated as of February 9, 2018, between Farmer Bros. Co. and The Haskell Company (filed as Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the SEC on February 15, 2018 and incorporated herein by reference).</u></a>
10.58	<a href="#"><u>Agreement of Purchase and Sale and Joint Escrow Instructions, dated as of April 11, 2016, by and between Farmer Bros. Co. as Seller, and Bridge Acquisition, LLC as Buyer (filed as Exhibit 10.41 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2016 filed with the SEC on May 6, 2016 and incorporated herein by reference).</u></a>
10.59	<a href="#"><u>First Amendment to Agreement of Purchase and Sale and Joint Escrow Instructions, dated as of June 1, 2016, by and between Farmer Bros. Co. and Bridge Acquisition, LLC (filed as Exhibit 10.39 to the Company's Annual Report on Form 10-K for the fiscal year ended June 30, 2016 filed with the SEC on September 14, 2016 and incorporated herein by reference).</u></a>
31.1	<a href="#"><u>Principal Executive Officer Certification Pursuant to Securities Exchange Act Rules 13a-14 and 15d-14 as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith).</u></a>
31.2	<a href="#"><u>Principal Financial and Accounting Officer Certification Pursuant to Securities Exchange Act Rules 13a-14 and 15d-14 as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith).</u></a>
32.1	<a href="#"><u>Principal Executive Officer Certification Pursuant to 18 U.S.C. Section 1350 as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith).</u></a>
32.2	<a href="#"><u>Principal Financial and Accounting Officer Certification Pursuant to 18 U.S.C. Section 1350 as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith).</u></a>
101	The following financial statements from the Company's Quarterly Report on Form 10-Q for the fiscal period ended March 31, 2018, formatted in eXtensible Business Reporting Language: (i) Consolidated Balance Sheets, (ii) Consolidated Statements of Operations, (iii) Consolidated Statements of Comprehensive (Loss) Income, (iv) Consolidated Statements of Cash Flows, and (v) Notes to Unaudited Condensed Consolidated Financial Statements (furnished herewith).

\* Pursuant to Item 601(b)(2) of Regulation S-K, the schedules and/or exhibits to this agreement have been omitted. The Registrant undertakes to supplementally furnish copies of the omitted schedules and/or exhibits to the Securities and Exchange Commission upon request.

\*\* Management contract or compensatory plan or arrangement.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

**FARMER BROS. CO.**

By: \_\_\_\_\_ /s/ Michael H. Keown  
**Michael H. Keown**  
**President and Chief Executive Officer**  
**(chief executive officer)**  
**May 9, 2018**

By: \_\_\_\_\_ /s/ David G. Robson  
**David G. Robson**  
**Treasurer and Chief Financial Officer**  
**(principal financial and accounting officer)**  
**May 9, 2018**

**ACTION OF THE  
ADMINISTRATIVE COMMITTEE OF THE FARMER BROS. CO.  
QUALIFIED EMPLOYEE RETIREMENT PLANS**

**Farmer Bros. Co. Retirement Plan**

The undersigned members of the Administrative Committee, having the authority to act on the matter set forth below, hereby approve the following:

**WHEREAS**, Section 10.01 of the Farmer Bros. Co. Retirement Plan (the "Plan") permits amendments to the Plan from time to time.

**WHEREAS**, this Committee deems it appropriate to amend the Plan as set forth below.

**NOW, THEREFORE, BE IT RESOLVED**, that the Plan is hereby amended effective as of December 6, 2012, as follows:

The definition of the term "Compensation" in Section 1.02 is amended by changing the ninth paragraph to read as follows: "Compensation shall exclude imputed income for auto allowance or company-paid life insurance; provided that such exclusion shall not apply to, and therefore such imputed income shall be included in the Compensation of, any Participant whose Annuity Starting Date is on or before October 1, 2013."

**BE IT FURTHER RESOLVED**, that this Amendment replaces the earlier amendment to Section 1.2 of the Plan dated December 6, 2012.

**BE IT FURTHER RESOLVED**, that the appropriate officers of the Company, and the individuals who have been properly delegated authority for the administration of the Plan, are hereby authorized to do such other things as may be necessary or advisable to give effect to the foregoing resolutions.

Dated: March 18, 2013

/s/ H. Gomez  
Title: VP & Controller

/s/ Tom Mattei, Jr  
Title: VP & Corporate Counsel

/s/ L.P. Quiggle  
Title: VP Human Resources

/s/ Mike H. Keown  
Title: President & CEO

FARMER BROS. CO.

FORM OF  
2007 OMNIBUS PLAN  
STOCK OPTION GRANT NOTICE AND  
STOCK OPTION AGREEMENT

Farmer Bros. Co., a Delaware corporation (the “*Company*”), pursuant to its 2007 Omnibus Plan (the “*Plan*”), hereby grants to the holder listed below (“*Participant*”), an option to purchase the number of shares of the Company’s Stock set forth below (the “*Option*”). This Option is subject to all of the terms and conditions as set forth herein and in the Stock Option Agreement attached hereto as Exhibit A (the “*Stock Option Agreement*”) and the Plan, which are incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Grant Notice and the Stock Option Agreement.

**Participant:** \_\_\_\_\_

**Grant Date:** \_\_\_\_\_

**Exercise Price per Share:** \$ \_\_\_\_\_

**Total Exercise Price:** \$ \_\_\_\_\_

**Total Number of Shares Subject to the Option:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

**Type of Option:**       Incentive Stock Option       Non-Qualified Stock Option

**Vesting Schedule:**      One-third (1/3) of the Total Number of Shares Subject to the Option, rounded down to the nearest whole number of shares, vest on each of the first two anniversaries of the Grant Date, and the remainder vest on the third anniversary of the Grant Date, subject to the acceleration provision of the Stock Option Agreement.

By his or her signature, Participant agrees to be bound by the terms and conditions of the Plan, the Stock Option Agreement and this Grant Notice. Participant has reviewed the Stock Option Agreement, the Plan and this Grant Notice in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of this Grant Notice, the Stock Option Agreement and the Plan. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator of the Plan upon any questions arising under the Plan, this Grant Notice or the Stock Option Agreement. Participant further agrees to notify the Company upon any change in the residence address indicated below.

**FARMER BROS. CO.**

**PARTICIPANT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Address: 20333 South Normandie Avenue  
Torrance, California 90502

Address:

**EXHIBIT A  
TO STOCK OPTION GRANT NOTICE**

**STOCK OPTION AGREEMENT**

Pursuant to the Stock Option Grant Notice (“**Grant Notice**”) to which this Stock Option Agreement (this “**Agreement**”) is attached, Farmer Bros. Co., a Delaware corporation (the “**Company**”), has granted to Participant an option under the Company’s 2007 Omnibus Plan (the “**Plan**”) to purchase the number of shares of Stock indicated in the Grant Notice.

**ARTICLE I  
GENERAL**

- 1.1 **Defined Terms.** Capitalized terms not specifically defined herein shall have the meanings specified in the Plan and the Grant Notice.
- 1.2 **Incorporation of Terms of Plan.** The Option is subject to the terms and conditions of the Plan which are incorporated herein by reference.

**ARTICLE II  
GRANT OF OPTION**

2.1 **Grant of Option.** In consideration of Participant’s past and/or continued employment with or service to the Company or a Parent or Subsidiary and for other good and valuable consideration, effective as of the Grant Date set forth in the Grant Notice (the “**Grant Date**”), the Company irrevocably grants to Participant the Option to purchase any part or all of an aggregate of the number of shares of Stock set forth in the Grant Notice, upon the terms and conditions set forth in the Plan and this Agreement. Unless designated as a Non-Qualified Stock Option in the Grant Notice, the Option shall be an Incentive Stock Option to the maximum extent permitted by law.

2.2 **Exercise Price.** The exercise price of the shares of Stock subject to the Option shall be as set forth in the Grant Notice, without commission or other charge; *provided, however*, that if this Option is designated as an Incentive Stock Option, the price per share of the shares subject to the Option shall not be less than the greater of (i) 100% of the Fair Market Value of a share of Stock on the Grant Date, or (ii) 110% of the Fair Market Value of a share of Stock on the Grant Date in the case of a Participant then owning (within the meaning of Section 424(d) of the Code) more than 10% of the total combined voting power of all classes of stock of the Company or any “subsidiary corporation” of the Company or any “parent corporation” of the Company (each within the meaning of Section 424 of the Code).

2.3 **Consideration to the Company.** In consideration of the grant of the Option by the Company, Participant agrees to render faithful and efficient services to the Company or any Parent or Subsidiary. Nothing in the Plan or this Agreement shall confer upon Participant any right to (a) continue in the employ of the Company or any Parent or Subsidiary or shall interfere with or restrict in any way the rights of the Company and its Parents and Subsidiaries, which are hereby expressly reserved, to discharge Participant, if Participant is an Employee, or (b) continue to provide services to the Company or any Parent or Subsidiary or shall interfere with or restrict in any way the rights of the Company or its Parents and Subsidiaries, which are hereby expressly reserved, to terminate the services of Participant, if Participant is a Consultant, at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written agreement between the Company, a Parent or a Subsidiary and Participant, or (c) continue to

serve as a member of the Board or shall interfere with or restrict in any way the rights of the Company, which are hereby expressly reserved, to discharge Participant in accordance with the Company's Bylaws.

### **ARTICLE III PERIOD OF EXERCISABILITY**

#### 3.1 Commencement of Exercisability

(a) Subject to Sections 3.3 and 5.8, the Option shall become vested and exercisable in such amounts and at such times as are set forth in the Grant Notice.

(b) No portion of the Option which has not become vested and exercisable at the date of Participant's Termination of Employment, Termination of Directorship or Termination of Consultancy shall thereafter become vested and exercisable, except as may be otherwise provided in the Grant Notice, this Agreement, by the Administrator or as set forth in a written agreement between the Company and Participant.

3.2 Duration of Exercisability. The installments provided for in the vesting schedule set forth in the Grant Notice are cumulative. Each such installment which becomes vested and exercisable pursuant to the vesting schedule set forth in the Grant Notice shall remain vested and exercisable until it becomes unexercisable under Section 3.3.

#### 3.3 Expiration of Option. The Option may not be exercised to any extent by anyone after the first to occur of the following events:

(a) The expiration of seven years from the Grant Date;

(b) If this Option is designated as an Incentive Stock Option and Participant owned (within the meaning of Section 424(d) of the Code), at the time the Option was granted, more than 10% of the total combined voting power of all classes of stock of the Company or any "subsidiary corporation" of the Company or "parent corporation" of the Company (each within the meaning of Section 424 of the Code), the expiration of five years from the Grant Date; or

(c) Except as set forth in a written agreement with the Company, the expiration of three months following the date of Participant's Termination of Employment, Termination of Directorship or Termination of Consultancy, unless such termination occurs by reason of Participant's retirement, death or Disability; or

(d) The expiration of one year following the date of Participant's Termination of Employment, Termination of Directorship or Termination of Consultancy by reason of Participant's retirement, death or Disability.

Participant acknowledges that an Incentive Stock Option exercised more than three months after Participant's Termination of Employment, other than by reason of death or Disability, will be taxed as a Non-Qualified Stock Option.

3.4 Special Tax Consequences. Participant acknowledges that, to the extent that the aggregate Fair Market Value (determined as of the time the Option is granted) of all shares of Stock with respect to which Incentive Stock Options, including the Option, are exercisable for the first time by Participant in any

calendar year exceeds \$100,000 (or such other limitation as imposed by Section 422(d) of the Code), the Option and such other options shall be treated as not qualifying under Section 422 of the Code but rather shall be considered Non-Qualified Stock Options. Participant further acknowledges that the rule set forth in the preceding sentence shall be applied by taking Options and other “incentive stock options” into account in the order in which they were granted, as determined under Section 422(d) of the Code and the Treasury Regulations thereunder.

### 3.5 Acceleration of Vesting

(a) Acceleration of Vesting Upon Death or Disability. In the event of Participant’s Termination of Employment, Termination of Directorship or Termination of Consultancy by reason of Participant’s death or Disability, Participant or Participant’s estate will have the right to exercise the Option during the applicable time period set forth in Section 3.3 with respect to the then vested shares plus a pro rata portion of the unvested shares as of the date of such termination determined as follows:

(Actual Number of Service Days During Remaining Vesting Period)

(Total Number of Days During Remaining Vesting Period) X (No. of Unvested Shares) = (Accelerated Shares)

(b) Other Events. The Administrator retains the discretion to determine whether an acceleration of vesting will occur upon the occurrence of certain other events, including Termination of Consultancy, Termination of Directorship, and Termination of Employment other than by reason of death or Disability, and an impending Change in Control.

## ARTICLE IV EXERCISE OF OPTION

4.1 Person Eligible to Exercise. Except as provided in Sections 5.2(b) and 5.2(c), during the lifetime of Participant, only Participant may exercise the Option or any portion thereof. After the death of Participant, any exercisable portion of the Option may, prior to the time when the Option becomes unexercisable under Section 3.3, be exercised by Participant’s personal representative or by any person empowered to do so under the deceased Participant’s will or under the then applicable laws of descent and distribution.

4.2 Partial Exercise. Any exercisable portion of the Option or the entire Option, if then wholly exercisable, may be exercised in whole or in part at any time prior to the time when the Option or portion thereof becomes unexercisable under Section 3.3.

4.3 Manner of Exercise. The Option, or any exercisable portion thereof, may be exercised solely by delivery to the Secretary of the Company or the Secretary’s office of all of the following prior to the time when the Option or such portion thereof becomes unexercisable under Section 3.3:

(a) An Exercise Notice in writing signed by Participant or any other person then entitled to exercise the Option or portion thereof, stating that the Option or portion thereof is thereby exercised, such notice complying with all applicable rules established by the Administrator. Such notice shall be substantially in the form attached as Exhibit B to the Grant Notice (or such other form as is prescribed by the Administrator); and

(b) Subject to Section 5.1(c) of the Plan:

(i) Full payment (in cash or by check) for the shares with respect to which the Option or portion thereof is exercised;

or

(ii) Such payment may be made, in whole or in part, through the delivery of shares of Stock which have been owned by Participant for at least six months, duly endorsed for transfer to the Company with a Fair Market Value on the date of delivery equal to the aggregate exercise price of the Option or exercised portion thereof; or

(iii) Through the delivery of a notice that Participant has placed a market sell order with a broker with respect to shares of Stock then issuable upon exercise of the Option, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company in satisfaction of the Option exercise price; *provided*, that payment of such proceeds is made to the Company upon settlement of such sale; or

(iv) Subject to any applicable laws, any combination of the consideration provided in the foregoing paragraphs (i), (ii) and (iii); and

(c) A bona fide written representation and agreement, in such form as is prescribed by the Administrator, signed by Participant or the other person then entitled to exercise such Option or portion thereof, stating that the shares of Stock are being acquired for Participant's own account, for investment and without any present intention of distributing or reselling said shares or any of them except as may be permitted under the Securities Act and then applicable rules and regulations thereunder and any other applicable law, and that Participant or other person then entitled to exercise such Option or portion thereof will indemnify the Company against and hold it free and harmless from any loss, damage, expense or liability resulting to the Company if any sale or distribution of the shares by such person is contrary to the representation and agreement referred to above. The Administrator may, in its absolute discretion, take whatever additional actions it deems appropriate to ensure the observance and performance of such representation and agreement and to effect compliance with the Securities Act and any other federal or state securities laws or regulations and any other applicable law. Without limiting the generality of the foregoing, the Administrator may require an opinion of counsel acceptable to it to the effect that any subsequent transfer of shares acquired on an Option exercise does not violate the Securities Act, and may issue stop-transfer orders covering such shares. Share certificates evidencing Stock issued on exercise of the Option shall bear an appropriate legend referring to the provisions of this subsection (c) and the agreements herein. The written representation and agreement referred to in the first sentence of this subsection (c) shall, however, not be required if the shares to be issued pursuant to such exercise have been registered under the Securities Act, and such registration is then effective in respect of such shares; and

(d) The receipt by the Company of full payment for such shares, including payment of any applicable withholding tax, which may be in the form of consideration used by Participant to pay for such shares under Section 4.3(b), subject to Section 16.3 of the Plan; and

(e) In the event the Option or portion thereof shall be exercised pursuant to Section 4.1 by any person or persons other than Participant, appropriate proof of the right of such person or persons to exercise the Option.

4.4 Conditions to Issuance of Stock Certificates. The shares of Stock deliverable upon the exercise of the Option, or any portion thereof, may be either previously authorized but unissued shares or issued shares which have then been reacquired by the Company. Such shares shall be fully paid and nonassessable. The Company shall not be required to issue or deliver any shares of Stock purchased upon the exercise of the Option or portion thereof prior to fulfillment of all of the following conditions:

(a) The admission of such shares to listing on all stock exchanges on which such Stock is then listed; and

(b) The completion of any registration or other qualification of such shares under any state or federal law or under rulings or regulations of the Securities and Exchange Commission or of any other governmental regulatory body, which the Administrator shall, in its absolute discretion, deem necessary or advisable; and

(c) The obtaining of any approval or other clearance from any state or federal governmental agency which the Administrator shall, in its absolute discretion, determine to be necessary or advisable; and

(d) The receipt by the Company of full payment for such shares, including payment of any applicable withholding tax, which may be in the form of consideration used by Participant to pay for such shares under Section 4.3(b); and

(e) The lapse of such reasonable period of time following the exercise of the Option as the Administrator may from time to time establish for reasons of administrative convenience.

4.5 Rights as Stockholder. The holder of the Option shall not be, nor have any of the rights or privileges of, a stockholder of the Company in respect of any shares purchasable upon the exercise of any part of the Option unless and until such shares shall have been issued by the Company to such holder (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). No adjustment will be made for a dividend or other right for which the record date is prior to the date the shares are issued, except as provided in Article 12 of the Plan.

## **ARTICLE V OTHER PROVISIONS**

5.1 Administration. The Administrator shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Administrator in good faith shall be final and binding upon Participant, the Company and all other interested persons. No member of the Administrator shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan, this Agreement or the Option. In its absolute discretion, the Board may at any time and from time to time exercise any and all rights and duties of the Administrator under the Plan and this Agreement.

### 5.2 Option Not Transferable.

(a) Subject to Section 5.2(b), the Option may not be sold, pledged, assigned or transferred in any manner other than by will or the laws of descent and distribution, unless and until the shares underlying the Option have been issued, and all restrictions applicable to such shares have lapsed.

Neither the Option nor any interest or right therein shall be liable for the debts, contracts or engagements of Participant or his or her successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and void and of no effect, except to the extent that such disposition is permitted by the preceding sentence.

(b) Notwithstanding any other provision in this Agreement, with the consent of the Administrator and to the extent the Option is not intended to qualify as an Incentive Stock Option, the Option may be transferred to one or more Permitted Transferees, subject to the terms and conditions set forth in Section 11.3(b) of the Plan.

(b) Unless transferred to a Permitted Transferee in accordance with Section 5.2(b), during the lifetime of Participant, only Participant may exercise the Option or any portion thereof. Subject to such conditions and procedures as the Administrator may require, a Permitted Transferee may exercise the Option or any portion thereof during Participant's lifetime. After the death of Participant, any exercisable portion of the Option may, prior to the time when the Option becomes unexercisable under Section 3.3, be exercised by Participant's personal representative or by any person empowered to do so under the deceased Participant's will or under the then applicable laws of descent and distribution.

### 5.3 Restrictive Legends and Stop-Transfer Orders.

(a) The share certificate or certificates evidencing the shares of Stock purchased hereunder shall be endorsed with any legends that may be required by state or federal securities laws.

(b) Participant agrees that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate "stop transfer" instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

(c) The Company shall not be required: (i) to transfer on its books any shares of Stock that have been sold or otherwise transferred in violation of any of the provisions of this Agreement, or (ii) to treat as owner of such shares of Stock or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such shares shall have been so transferred.

5.4 Shares to Be Reserved. The Company shall at all times during the term of the Option reserve and keep available such number of shares of Stock as will be sufficient to satisfy the requirements of this Agreement.

5.5 Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the address given beneath the signature of the Company's authorized officer on the Grant Notice, and any notice to be given to Participant shall be addressed to Participant at the address given beneath Participant's signature on the Grant Notice. By a notice given pursuant to this Section 5.5, either party may hereafter designate a different address for notices to be given to that party. Any notice which is required to be given to Participant shall, if Participant is then deceased, be given to the person entitled to exercise his or her Option pursuant to Section 4.1 by written notice under this Section 5.5. Any notice shall be deemed duly given when sent via email or when sent by certified mail (return receipt requested) and deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

5.6 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

5.7 Governing Law; Severability. This Agreement shall be administered, interpreted and enforced under the laws of the State of Delaware, without regard to the conflicts of law principles thereof. Should any provision of this Agreement be determined by a court of law to be illegal or unenforceable, the other provisions shall nevertheless remain effective and shall remain enforceable.

5.8 Conformity to Securities Laws. Participant acknowledges that the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act, and any and all regulations and rules promulgated thereunder by the Securities and Exchange Commission, and state securities laws and regulations. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the Option is granted and may be exercised, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

5.9 Amendment, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator, provided, that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely effect the Award in any material way without the prior written consent of Participant.

5.10 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Agreement shall be binding upon Participant and his or her heirs, executors, administrators, successors and assigns.

5.11 Notification of Disposition. If this Option is designated as an Incentive Stock Option, Participant shall give prompt notice to the Company of any disposition or other transfer of any shares of Stock acquired under this Agreement if such disposition or transfer is made (a) within two years from the Grant Date with respect to such shares or (b) within one year after the transfer of such shares to him. Such notice shall specify the date of such disposition or other transfer and the amount realized, in cash, other property, assumption of indebtedness or other consideration, by Participant in such disposition or other transfer.

5.12 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the Option and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by applicable law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

5.13 Entire Agreement. The Plan and this Agreement (including all Exhibits hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

**EXHIBIT B  
TO STOCK OPTION GRANT NOTICE**

**FORM OF EXERCISE NOTICE**

Effective as of today, \_\_\_\_\_, \_\_\_\_\_ the undersigned ("**Participant**") hereby elects to exercise Participant's option to purchase \_\_\_\_\_ shares of the Stock (the "**Shares**") of Farmer Bros. Co., a Delaware corporation (the "**Company**"), under and pursuant to the Farmer Bros. Co. 2007 Omnibus Plan (the "**Plan**") and the Stock Option Grant Notice and Stock Option Agreement dated \_\_\_\_\_ (the "**Option Agreement**"). Capitalized terms used herein without definition shall have the meanings given in the Option Agreement.

**Grant Date:** \_\_\_\_\_

**Number of Shares as to which Option is Exercised:** \_\_\_\_\_

**Exercise Price per Share:** \$ \_\_\_\_\_

**Total Exercise Price:** \$ \_\_\_\_\_

**Certificate to be issued in name of:** \_\_\_\_\_

**Payment delivered herewith:** \$ \_\_\_\_\_

(Representing the full Exercise Price for the Shares, as well as any applicable withholding tax)

Form of Payment: \_\_\_\_\_

(Please specify)

**Type of Option:**       Incentive Stock Option       Non-Qualified Stock Option

Participant acknowledges that Participant has received, read and understood the Plan and the Option Agreement. Participant agrees to abide by and be bound by their terms and conditions. Participant understands that Participant may suffer adverse tax consequences as a result of Participant's purchase or disposition of the Shares. Participant represents that Participant has consulted with any tax consultants Participant deems advisable in connection with the purchase or disposition of the Shares and that Participant is not relying on the Company for any tax advice. The Plan and Option Agreement are incorporated herein by reference. This Agreement, the Plan and the Option Agreement constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

**ACCEPTED BY:  
FARMER BROS. CO.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SUBMITTED BY:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

## FARMER BROS. CO.

**FORM OF  
2007 OMNIBUS PLAN  
RESTRICTED STOCK AWARD GRANT NOTICE AND  
RESTRICTED STOCK AWARD AGREEMENT**

Farmer Bros. Co., a Delaware corporation (the “*Company*”), pursuant to its 2007 Omnibus Plan (the “*Plan*”), hereby grants to the individual listed below (“*Participant*”), the number of shares of Restricted Stock set forth below (the “*Shares*”). This Award is subject to all of the terms and conditions as set forth herein and in the Restricted Stock Award Agreement attached hereto as Exhibit A (the “*Restricted Stock Agreement*”) (including without limitation the Restrictions on the Shares set forth in the Restricted Stock Agreement) and the Plan, each of which are incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Grant Notice and the Restricted Stock Agreement.

**Participant:**

**Grant Date:**

**Vesting Commencement Date:**

**Total Number of Shares of Restricted Stock:**

**Vesting Schedule:**

[To be specified in individual agreements], subject to the acceleration provisions set forth in the Restricted Stock Agreement.

By his or her signature below, Participant agrees to be bound by the terms and conditions of the Plan, the Restricted Stock Agreement and this Grant Notice. Participant has reviewed the Restricted Stock Agreement, the Plan and this Grant Notice in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of this Grant Notice, the Restricted Stock Agreement and the Plan. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator of the Plan upon any questions arising under the Plan, this Grant Notice or the Restricted Stock Agreement. Participant further agrees to notify the Company upon any change in the residence address indicated below.

**FARMER BROS. CO.**

**PARTICIPANT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Address: 20333 South Normandie Avenue  
Torrance, California 90502

Address:

**EXHIBIT A  
TO RESTRICTED STOCK AWARD GRANT NOTICE**

**FARMER BROS. CO. RESTRICTED STOCK AWARD AGREEMENT**

Pursuant to the Restricted Stock Award Grant Notice (the “**Grant Notice**”) to which this Restricted Stock Award Agreement (this “**Agreement**”) is attached, Farmer Bros. Co., a Delaware corporation (the “**Company**”) has granted to Participant the number of shares of Restricted Stock under the 2007 Omnibus Plan, as amended from time to time (the “**Plan**”), as set forth in the Grant Notice.

**ARTICLE I  
GENERAL**

1.1 **Definitions.** All capitalized terms used in this Agreement without definition shall have the meanings ascribed in the Plan and the Grant Notice.

1.2 **Incorporation of Terms of Plan.** The Award (as defined below) is subject to the terms and conditions of the Plan which are incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

**ARTICLE II  
AWARD OF RESTRICTED STOCK**

2.1 **Award of Restricted Stock**

(a) **Award.** In consideration of Participant’s agreement to remain in the service or employ of the Company or one of its Parents or Subsidiaries, and for other good and valuable consideration which the Administrator has determined exceeds the aggregate par value of the Shares subject to the Award (as defined below), as of the Grant Date, the Company issues to Participant the Award described in this Agreement (the “**Award**”). The number of shares of Restricted Stock (the “**Shares**”) subject to the Award is set forth in the Grant Notice. The Participant is an Employee, member of the Board, or Consultant.

(b) **Book Entry Form.** The Shares will be issued in uncertificated form. Notwithstanding anything to the contrary in the foregoing, at the sole discretion of the Administrator, the Shares will be issued in either (i) uncertificated form, with the Shares recorded in the name of Participant in the books and records of the Company’s transfer agent with appropriate notations regarding the restrictions on transfer imposed pursuant to this Agreement, and upon vesting and the satisfaction of all conditions set forth in Section 2.2(c), the Company shall cause certificates representing the Shares to be issued to Participant; or (ii) certificate form pursuant to the terms of Sections 2.1(c) and (d).

(c) **Legend.** Certificates representing Shares issued pursuant to this Agreement shall, until all Restrictions imposed pursuant to this Agreement lapse or shall have been removed and new certificates are issued, bear the following legend (or such other legend as shall be determined by the Administrator):

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN VESTING REQUIREMENTS AND MAY BE SUBJECT TO FORFEITURE UNDER THE TERMS OF THAT CERTAIN RESTRICTED STOCK AWARD AGREEMENT, DATED [\_\_\_\_\_, 20\_\_], BY AND BETWEEN FARMER BROS. CO. AND THE REGISTERED OWNER OF SUCH SHARES, AND SUCH

SHARES MAY NOT BE, DIRECTLY OR INDIRECTLY, OFFERED, TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF UNDER ANY CIRCUMSTANCES, EXCEPT PURSUANT TO THE PROVISIONS OF SUCH AGREEMENT.”

(d) Escrow. The Secretary of the Company, or such other escrow holder as the Administrator may appoint, may retain physical custody of the certificates representing the Shares until all of the restrictions on transfer imposed pursuant to this Agreement lapse or shall have been removed; in such event Participant shall not retain physical custody of any certificates representing unvested Shares issued to him or her.

## 2.2 Restrictions

(a) Forfeiture. Any Award which is not vested as of the date Participant ceases to be an Employee or other Eligible Individual shall thereupon be forfeited immediately and without any further action by the Company. For purposes of this Agreement, “**Restrictions**” shall mean the restrictions on sale or other transfer set forth in Section 3.2 and the exposure to forfeiture set forth in this Section 2.2(a).

(b) Vesting and Lapse of Restrictions. Subject to Sections 2.2(a) and 2.3 hereof, the Award shall vest and the Restrictions shall lapse in accordance with the vesting schedule set forth on the Grant Notice.

(c) Tax Withholding; Conditions to Issuance of Certificates. Notwithstanding any other provision of this Agreement (including without limitation Section 2.1(b)):

(i) No new certificate shall be delivered to Participant or his or her legal representative unless and until Participant or his or her legal representative shall have paid to the Company the full amount of all federal and state withholding or other taxes applicable to the taxable income of Participant resulting from the grant of Shares or the lapse or removal of the Restrictions, which payment shall be in the form of (1) cash, (2) check, or (3) upon the request of Participant and with the consent of the Administrator, withholding by the Company, on the date that the Restrictions on all or a portion of the Award shall lapse pursuant to Section 2.2(b), of a number of whole Shares for which the Restrictions would have otherwise lapsed on such date, having a Fair Market Value, determined as of such date, not in excess of the minimum tax required to be withheld by law (the “**Share Withholding Procedure**”). Any adverse consequences to Participant arising in connection with the Share Withholding Procedure shall be the sole responsibility of Participant.

(ii) The Company shall not be required to issue or deliver any certificate or certificates for any Shares prior to the fulfillment of all of the following conditions: (A) the admission of the Shares to listing on all stock exchanges on which such Stock is then listed, (B) the completion of any registration or other qualification of the Shares under any state or federal law or under rulings or regulations of the Securities and Exchange Commission or other governmental regulatory body, which the Administrator shall, in its sole and absolute discretion, deem necessary and advisable, (C) the obtaining of any approval or other clearance from any state or federal governmental agency that the Administrator shall, in its absolute discretion, determine to be necessary or advisable and (D) the lapse of any such reasonable period of time following the date the Restrictions lapse as the Administrator may from time to time establish for reasons of administrative convenience.

### 2.3 Acceleration of Vesting

(a) Acceleration of Vesting Upon Death or Disability or Termination. In the event of Participant's Termination of Employment, Termination of Directorship or Termination of Consultancy by reason of Participant's death or Disability, the following pro rata portion of the Shares will be deemed to have vested immediately prior to the termination event and shall no longer be subject to forfeiture (up to a maximum of 100% of the Shares):

(Actual Number of Service Days During Vesting Period)

(Total Number of Days During Vesting Period) X (No. of Shares) = (Vested Shares)

(b) Other Events. The Administrator retains the discretion to determine whether an acceleration of vesting will occur upon the occurrence of certain other events, including Termination of Consultancy, Termination of Directorship, and Termination of Employment other than by reason of death or Disability, and an impending Change in Control.

## **ARTICLE III OTHER PROVISIONS**

3.1 Administration. The Administrator shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Administrator in good faith shall be final and binding upon Participant, the Company and all other interested persons. No member of the Administrator shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan, this Agreement or the Option. In its absolute discretion, the Board may at any time and from time to time exercise any and all rights and duties of the Administrator under the Plan and this Agreement.

3.2 Restricted Stock Not Transferable. Prior to the lapsing of the Restrictions pursuant to Section 2.2(b), no Shares or any interest or right therein or part thereof shall be liable for the debts, contracts or engagements of Participant or his or her successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and void and of no effect; provided, however, that this Section 3.2 notwithstanding, with the consent of the Administrator, the Shares may be transferred to certain persons or entities related to Participant, including but not limited to members of Participant's family, charitable institutions or trusts or other entities whose beneficiaries or beneficial owners are members of Participant's family or to such other persons or entities as may be expressly approved by the Administrator, pursuant to any such conditions and procedures the Administrator may require. Upon the lapsing of the Restrictions pursuant to Section 2.2(b), the Shares shall no longer be Restricted Stock but shall be Stock held by Participant, and Participant shall have all the rights of a stockholder with respect to such Stock.

3.3 Rights as Stockholder. Except as otherwise provided herein, upon the Grant Date Participant shall have all the rights of a stockholder with respect to the Shares, subject to the Restrictions herein, including the right to vote the Shares and the right to receive any cash or stock dividends paid to or made with respect to the Shares.

3.4 Not a Contract of Employment. Nothing in this Agreement or in the Plan shall confer upon Participant any right to continue to serve as an Employee, member of the Board, Consultant, or other service provider of the Company or any of its Subsidiaries.

3.5 Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the address given beneath the signature of the Company's authorized officer on the Grant Notice, and any notice to be given to Participant shall be addressed to Participant at the address given beneath Participant's signature on the Grant Notice. By a notice given pursuant to this Section 3.5, either party may hereafter designate a different address for notices to be given to that party. Any notice shall be deemed duly given when sent via email or when sent by certified mail (return receipt requested) and deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

3.6 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

3.7 Governing Law; Severability. This Agreement shall be administered, interpreted and enforced under the laws of the State of Delaware, without regard to the conflicts of law principles thereof. Should any provision of this Agreement be determined by a court of law to be illegal or unenforceable, the other provisions shall nevertheless remain effective and shall remain enforceable.

3.8 Conformity to Securities Laws. Participant acknowledges that the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act, and any and all regulations and rules promulgated thereunder by the Securities and Exchange Commission, and state securities laws and regulations. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the Awards are granted and may be exercised, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

3.9 Amendment, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator, provided, that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely effect the Award in any material way without the prior written consent of Participant.

3.10 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Agreement shall be binding upon Participant and his or her heirs, executors, administrators, successors and assigns.

3.11 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the Award and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by applicable law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

3.12 Entire Agreement. The Plan and this Agreement (including all Exhibits hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

**Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Michael H. Keown certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Farmer Bros. Co.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 9, 2018

/S/ MICHAEL H. KEOWN

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Michael H. Keown  
President and Chief Executive Officer  
(principal executive officer)

**Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, David G. Robson, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Farmer Bros. Co.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 9, 2018

/s/ DAVID G. ROBSON

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**David G. Robson**  
**Treasurer and Chief Financial Officer**  
**(principal financial and accounting officer)**

**Certification of Chief Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report of Farmer Bros. Co. (the "Company") on Form 10-Q for the quarterly period ended March 31, 2018, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Michael H. Keown, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: May 9, 2018

/s/ MICHAEL H. KEOWN

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**Michael H. Keown**  
**President and Chief Executive Officer**  
**(principal executive officer)**

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

**Certification of Principal Financial and Accounting Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report of Farmer Bros. Co. (the "Company") on Form 10-Q for the quarterly period ended March 31, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, David G. Robson, Treasurer and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operation of the Company.

Dated: May 9, 2018

/s/ DAVID G. ROBSON

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**David G. Robson**  
**Treasurer and Chief Financial Officer**  
**(principal financial and accounting officer)**

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.