UNITED STATES SECURITIES AND EXCHANGE COMMISSION Washington, D.C. 20549

SCHEDULE 13D

(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO § 240.13d-2(a)

(Amendment No. 4)1

<u>Farmer Bros. Co.</u> (Name of Issuer)

<u>Common Stock, par value \$1.00 per share</u>
(Title of Class of Securities)

307675108 (CUSIP Number)

JAMES C. PAPPAS JCP INVESTMENT MANAGEMENT, LLC 1177 West Loop South, Suite 1320 Houston, TX 77027 (713) 333-5540

RYAN NEBEL
OLSHAN FROME WOLOSKY LLP
1325 Avenue of the Americas
New York, New York 10019
(212) 451-2300
(Name, Address and Telephone Number of Person

November 7, 2023 (Date of Event Which Requires Filing of This Statement)

Authorized to Receive Notices and Communications)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box \Box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. *See* § 240.13d-7 for other parties to whom copies are to be sent.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, *see* the *Notes*).

The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

	NAME OF PEROPE	NIC PERCON	
1	NAME OF REPORT	ING PERSON	
	JCP Investment Partnership, LP		
2	CHECK THE APPRO	OPRIATE BOX IF A MEMBER OF A GROUP	(a) □
			(b) □
3	SEC USE ONLY		
-			
4	SOURCE OF FUND	S	
	7.70		
	WC		
5		SCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR	
	2(e)		
6	CITIZENSHIP OR P	LACE OF ORGANIZATION	
	TEXAS		
NUMBER OF	7	SOLE VOTING POWER	
SHARES		074.077	
BENEFICIALLY		671,955	
OWNED BY	8	SHARED VOTING POWER	
EACH			
REPORTING		- 0 -	
PERSON WITH	9	SOLE DISPOSITIVE POWER	
		CT4.0FF	
		671,955	
	10	SHARED DISPOSITIVE POWER	
- 44	A CORECAME AND	- 0 -	
11	AGGREGATE AMO	UNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	C71 OFF		
40	671,955	E A CODECATE A MOUNTE IN DOLL (44) EVOLVIDES CEDEA IN CHADES	
12	CHECK BOX IF TH	E AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	
13	DEDCEME OF CLAS	CC DEDDECEMTED DV AMOUNT IN DOW (44)	
13	PERCENT OF CLAS	SS REPRESENTED BY AMOUNT IN ROW (11)	
	3.5%*		
1.4	TYPE OF REPORTI	NC DEDCOM	
14	I YPE OF KEPORII	ING PERSOIN	
	PN		

^{*} Percentage based on 19,279,970 Shares outstanding as of October 1, 2023, as disclosed in the Issuer's Amended Annual Report on Form 10-K/A filed with the Securities and Exchange Commission on October 27, 2023.

1	NAME OF REPORT	ING PERSON		
	JCP Investment Partners, LP			
2		OPRIATE BOX IF A MEMBER OF A GROUP	(a) 🗆	
2	CHECK THE ATTK	OF MALE BOX II. A MEMBER OF A GROOT	(a) □ (b) □	
			(0) =	
3	SEC USE ONLY			
4	SOURCE OF FUND	S		
	AF	TO COURT OF LEGAL PROCEEDINGS IS PROLUBED DURING AND THE LOCAL OF		
5		SCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR		
	2(e)			
6	CITIZENSHIP OR P	LACE OF ORGANIZATION		
	TEXAS			
NUMBER OF	7	SOLE VOTING POWER		
SHARES				
BENEFICIALLY		671,955		
OWNED BY	8	SHARED VOTING POWER		
EACH REPORTING		- 0 -		
PERSON WITH	9	SOLE DISPOSITIVE POWER		
FERSON WIIII	9	SOLE DISPOSITIVE POWER		
		671,955		
	10	SHARED DISPOSITIVE POWER		
		- 0 -		
11	AGGREGATE AMC	UNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		
	654.055			
- 10	671,955	TAGOREGATE AMOUNT BY DOWN (AA) EVOLVINES CERTAIN SWARES		
12	CHECK BOX IF TH	E AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES		
13	PERCENT OF CLAS	SS REPRESENTED BY AMOUNT IN ROW (11)		
15	1 LICEIVI OI GEN	55 NET NESET TENOOTH IN NOT (11)		
	3.5%*			
14	TYPE OF REPORTI	NG PERSON		
	DN		l	

^{*} Percentage based on 19,279,970 Shares outstanding as of October 1, 2023, as disclosed in the Issuer's Amended Annual Report on Form 10-K/A filed with the Securities and Exchange Commission on October 27, 2023.

1	NAME OF REPORT	ING PERSON	
	JCP Investment Holdings, LLC		
2	JCP Investment	Holdings, LLC	
2	CHECK THE APPRO	DPRIATE BOX IF A MEMBER OF A GROUP	(a) □ (b) □
			(0) 🗆
3	SEC USE ONLY		
5	OLG COL CIVET		
4	SOURCE OF FUNDS	S	
	AF		
5		CLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR	
	2(e)		
6	CITIZENSHIP OR P	LACE OF ORGANIZATION	
	TEXAS		
NUMBER OF	7	SOLE VOTING POWER	
SHARES			
BENEFICIALLY		671,955	
OWNED BY EACH	8	SHARED VOTING POWER	
REPORTING		- 0 -	
PERSON WITH	9	SOLE DISPOSITIVE POWER	
		3022 2101 30111 12 1 3 11 21C	
		671,955	
	10	SHARED DISPOSITIVE POWER	
11	A CODECATE AND	- 0 -	
11	AGGREGALE AMO	UNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	671,955		
12		E AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	П
- -			_
13	PERCENT OF CLAS	S REPRESENTED BY AMOUNT IN ROW (11)	
	3.5%*	NO DEDCOM	
14	TYPE OF REPORTI	NG PERSUN	
	00		

^{*} Percentage based on 19,279,970 Shares outstanding as of October 1, 2023, as disclosed in the Issuer's Amended Annual Report on Form 10-K/A filed with the Securities and Exchange Commission on October 27, 2023.

1	NAME OF REPORT	ING PERSON	
	ICP Investment	Management, LLC	
2	CHECK THE APPRO	DPRIATE BOX IF A MEMBER OF A GROUP	(a) 🗆
_			(b) □
3	SEC USE ONLY		
4	SOURCE OF FUNDS	5	
	AF, OO		
5		CLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR	
	2(e)		
6	CITIZENSHIP OR P	LACE OF ORGANIZATION	
NIII (DED OF	TEXAS 7	COLE MOTING POWER	
NUMBER OF SHARES	/	SOLE VOTING POWER	
BENEFICIALLY		992,826	
OWNED BY	8	SHARED VOTING POWER	
EACH			
REPORTING		- 0 -	
PERSON WITH	9	SOLE DISPOSITIVE POWER	
		992,826	
	10	SHARED DISPOSITIVE POWER	
11	A CODECATE AND	- 0 -	
11	AGGREGALE AMO	UNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	992,826		
12	CHECK BOX IF TH	E AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	
13	DEDCENT OF CLAS	S REPRESENTED BY AMOUNT IN ROW (11)	
13	FERCENT OF CLAS	S REFRESENTED DT ANIOUNT IN ROW (II)	
	5.1%*		
14	TYPE OF REPORTIN	NG PERSON	
	00		
	00		

^{*} Percentage based on 19,279,970 Shares outstanding as of October 1, 2023, as disclosed in the Issuer's Amended Annual Report on Form 10-K/A filed with the Securities and Exchange Commission on October 27, 2023.

1	NAME OF REPORT	ING PERSON	
	James C. Pappa	S	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) □		
			(b) □
3	SEC USE ONLY		
4	SOURCE OF FUNDS	5	
	AF		
5		CLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR	
	2(e)		
6	CITIZENSHIP OR P	LACE OF ORGANIZATION	
	USA		
NUMBER OF	7	SOLE VOTING POWER	
SHARES			
BENEFICIALLY		992,826	
OWNED BY	8	SHARED VOTING POWER	
EACH			
REPORTING		- 0 -	_
PERSON WITH	9	SOLE DISPOSITIVE POWER	
		992,826	
	10	SHARED DISPOSITIVE POWER	
		- 0 -	
11	AGGREGATE AMO	UNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	000.000		
	992,826		
12	CHECK BOX IF TH	E AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	
	DED CENTE OF ST. 12	OF DEDDESCRIPED DAY AN OLD THE BY DOLL (44)	
13	PERCENT OF CLAS	S REPRESENTED BY AMOUNT IN ROW (11)	
	E 40/#		
	5.1%*	VG PERCON	
14	TYPE OF REPORTI	NG PERSON	
	TN:		
	l IN		

^{*} Percentage based on 19,279,970 Shares outstanding as of October 1, 2023, as disclosed in the Issuer's Amended Annual Report on Form 10-K/A filed with the Securities and Exchange Commission on October 27, 2023.

1	NAME OF REPOR	TINC DEDCON	
1	NAME OF REPORTING PERSON		
	Troy A. Ellis		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) □		
			(b) ⊠
3	SEC USE ONLY		
4	SOURCE OF FUNDS		
4	SOURCE OF FUNDS		
5	CHECK BOX IF D	ISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR	
	2(e)		
6	CITIZENSHID OD	PLACE OF ORGANIZATION	
O	CITIZENSIIII OK	TEACE OF ORGANIZATION	
	USA		
NUMBER OF	7	SOLE VOTING POWER	
SHARES			
BENEFICIALLY OWNED BY		- 0 - SHARED VOTING POWER	
EACH	8	SHARED VOTING POWER	
REPORTING		- 0 -	
PERSON WITH	9	SOLE DISPOSITIVE POWER	
		- 0 -	
	10	SHARED DISPOSITIVE POWER	
		- 0 -	
11	AGGREGATE AM	OUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	- 0 -		
12	CHECK BOX IF T	HE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	
13	DEBCENT OF CL	ASS REPRESENTED BY AMOUNT IN ROW (11)	
13	I LIKCEIVI OF CLA	100 KLI KLOLITLD DI AMOUNI IN KOW (II)	
	0%		
14	TYPE OF REPORT	TING PERSON	
	IN		

1	NAME OF REPORTING PERSON		
	Emily K. Keeton		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) □ (b) ⊠		
3	SEC USE ONLY		
4	SOURCE OF FUNDS		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)		
6	CITIZENSHIP OR USA	PLACE OF ORGANIZATION	
NUMBER OF	7	SOLE VOTING POWER	
SHARES BENEFICIALLY		- 0 -	
OWNED BY EACH	8	SHARED VOTING POWER	
REPORTING		- 0 -	
PERSON WITH	9	SOLE DISPOSITIVE POWER	
		- 0 -	
	10	SHARED DISPOSITIVE POWER	
		- 0 -	
11	AGGREGATE AM	OUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	- 0 -		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES □		
13	PERCENT OF CLA	SS REPRESENTED BY AMOUNT IN ROW (11)	
	0%		
14	TYPE OF REPORT	ING PERSON	
	IN		

1	NAME OF REPOR	TING PERSON		
	David R. Tres	sko		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) \square (b) \boxtimes			
3	SEC USE ONLY	SEC USE ONLY		
4	SOURCE OF FUNDS			
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)			
6		PLACE OF ORGANIZATION		
NUMBER OF	USA	SOLE VOTING POWER		
NUMBER OF SHARES BENEFICIALLY	7	- 0 -		
OWNED BY	8	SHARED VOTING POWER		
EACH REPORTING		- 0 -		
PERSON WITH	9	SOLE DISPOSITIVE POWER		
		- 0 -		
	10	SHARED DISPOSITIVE POWER		
		- 0 -		
11	AGGREGATE AM	OUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		
	- 0 -			
12	CHECK BOX IF T	HE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES		
13	PERCENT OF CLA	ASS REPRESENTED BY AMOUNT IN ROW (11)		
	0%			
14	TYPE OF REPORT	TING PERSON		
	IN			

The following constitutes Amendment No. 4 to the Schedule 13D filed by the undersigned ("Amendment No. 4"). This Amendment No. 4 amends the Schedule 13D as specifically set forth herein.

Item 2. <u>Identity and Background</u>.

Item 2 is hereby amended to add the following:

In connection with the entry into the Letter Agreement, as defined and described in Item 4 below, the Group Agreement (as defined in Amendment No. 3 to the Schedule 13D) was terminated. Accordingly, Troy A. Ellis, Emily K. Keeton and David R. Tresko are no longer members of a Section 13(d) group and shall cease to be Reporting Persons immediately upon the filing of this Amendment No. 4 to the Schedule 13D, and JCP (as defined in Amendment No. 3 to Schedule 13D) is no longer a member of a Section 13(d) group with the 22NW Parties (as defined in Amendment No. 3 to the Schedule 13D). JCP will continue filing statements on Schedule 13D with respect to its beneficial ownership of securities of the Issuer to the extent required by applicable law. The members of JCP have entered into a Joint Filing Agreement, as further described in Item 6 below.

Item 4. <u>Purpose of Transaction</u>.

Item 4 is hereby amended to add the following:

On November 7, 2023, JCP and the 22NW Parties entered into a Letter Agreement (the "Letter Agreement") with the Issuer. Pursuant to the Letter Agreement, the Issuer agreed, among other things, to accept the notice submitted by Alfred Poe stating his decision not to stand for re-election as a director at the Issuer's 2023 annual meeting of stockholders (the "2023 Annual Meeting"). The Issuer also agreed to nominate Stacy Loretz-Congdon, David A. Pace, Bradley L. Radoff, Waheed Zaman and the Issuer's Chief Executive Officer for election by stockholders at the 2023 Annual Meeting, each with a term expiring at the Issuer's 2024 annual meeting of stockholders.

Pursuant to the Letter Agreement, the Issuer further agreed that the Nominating and Corporate Governance Committee of the Issuer's Board of Directors (the "Board") shall identify independent and qualified candidates for the Board, from which the Board will either: (a) nominate one additional candidate (the "New Director") for election by stockholders at the 2023 Annual Meeting as a director or (b) appoint the New Director to the Board as soon as practicable following the 2023 Annual Meeting; provided, however, that the Issuer shall consult with JCP and 22NW (as defined in Amendment No. 3 to the Schedule 13D) regarding the selection of the New Director and consider their views in good faith. The Letter Agreement further provides that, promptly following the appointment or election of the New Director, as the case may be, the Board shall (i) fix the size of the Board at six members and (ii) elect the New Director as the Chairman of the Board.

Upon the execution of the Letter Agreement, JCP irrevocably withdrew its notice of stockholder nomination of three individuals for election as directors at the 2023 Annual Meeting. The Letter Agreement will terminate on the date the New Director is appointed or elected to the Board, as applicable.

The foregoing description of the Letter Agreement does not purport to be complete and is qualified in its entirety by reference to the Letter Agreement, which is attached as Exhibit 99.1 hereto and is incorporated herein by reference.

Item 6. <u>Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.</u>

Item 6 is hereby amended to add the following:

On November 7, 2023, JCP, the 22NW Parties and the Issuer entered into the Letter Agreement as defined and described in Item 4 above and attached as Exhibit 99.1 hereto.

On November 9, 2023, the members of JCP entered into a Joint Filing Agreement pursuant to which they agreed to the joint filing on behalf of each of them of statements on Schedule 13D with respect to the securities of the Issuer to the extent required by applicable law. A copy of the Joint Filing Agreement is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

Item 7. <u>Material to be Filed as Exhibits</u>.

Item 7 is hereby amended to add the following exhibits:

- 99.1 Letter Agreement, dated November 7, 2023.
- 99.2 Joint Filing Agreement, dated November 9, 2023.

SIGNATURES

After reasonable inquiry and to the best of his knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: November 9, 2023

JCP Investment Partnership, LP

By: JCP Investment Management, LLC

Investment Manager

By: /s/ James C. Pappas

Name: James C. Pappas Title: Managing Member

JCP Investment Partners, LP

By: JCP Investment Holdings, LLC

General Partner

By: /s/ James C. Pappas

Name: James C. Pappas Title: Sole Member

JCP Investment Holdings, LLC

By: /s/ James C. Pappas

Name: James C. Pappas Title: Sole Member

JCP Investment Management, LLC

By: /s/ James C. Pappas

Name: James C. Pappas Title: Managing Member

/s/ James C. Pappas

James C. Pappas

Individually and as attorney-in-fact for Troy A. Ellis, Emily K. Keeton and David R. Tresko

November 7, 2023

JCP Investment Partnership, LP 1177 West Loop South, Suite 1320 Houston, Texas 77027 Attn: James C. Pappas Email: jcp@jcpinv.com

Olshan Frome Wolosky LLP 1325 Avenue of the Americas New York, New York 10019

Attn: Ryan Nebel Rebecca Van Derlaske

Email: rnebel@olshanlaw.com rvanderlaske@olshanlaw.com

Re: Farmer Bros. Co.

Dear Messrs. Pappas and English:

22NW, LP 590 1st Ave. S, Unit C1 Seattle, Washington 98104 Attn: Aron R. English Email: english@englishcap.com

This letter agreement is intended to memorialize the understandings and agreements that we have reached with JCP Investment Partnership, LP (collectively with JCP Investment Partners, LP, JCP Investment Holdings, LLC, JCP Investment Management, LLC and James C. Pappas, "JCP"), 22NW, LP (collectively with 22NW Fund, LP, 22NW Fund GP, LLC, 22NW GP, Inc. and Aron R. English, "22NW") and Bryson O. Hirai-Hadley relating to, among other things, (i) the composition of the Board of Directors (the "Board") of Farmer Bros. Co., a Delaware corporation (the "Company") and (ii) JCP's notice to the Company, dated October 13, 2023 (the "Nomination Notice"), of its intent to nominate three candidates for election to the Board at the 2023 Annual Meeting of Stockholders (the "2023 Annual Meeting").

In consideration of the promises, representations and mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company, JCP and 22NW have successfully reached the following agreements:

- 1. Promptly following the execution of this letter agreement, the (i) Company shall accept the notice submitted immediately prior to the execution of this letter agreement by Alfred Poe stating his decision not to stand for re-election as a director at the 2023 Annual Meeting; provided, that Mr. Poe will serve out the rest of his term as a director on the Board, which will expire as of immediately prior to the 2023 Annual Meeting; (ii) Board shall nominate Stacy Loretz-Congdon, David A. Pace, Bradley L. Radoff, Waheed Zaman and the Company's Chief Executive Officer for election by stockholders at the 2023 Annual Meeting, each with a term expiring at the 2024 Annual Meeting of Stockholders; and (iii) Nominating and Corporate Governance Committee of the Board shall identify independent and qualified candidates for the Board, from which, subject to the Company's policies and the satisfaction of the Nasdaq rules, the Board will either: (a) nominate one additional candidate (the "New Director") for election by stockholders at the 2023 Annual Meeting as a director or (b) appoint the New Director to the Board as soon as practicable following the 2023 Annual Meeting; provided, however, that the Company shall consult with JCP and 22NW regarding the selection of the New Director and consider their views in good faith.
- 2. Promptly following the appointment or election of the New Director, as the case may be, the Board shall take all necessary actions to (i) fix the size of the Board at six members; provided, however, the Board may increase the size of the Board if it believes in good faith that it is necessary to add directors with specific skills to the Board; and (ii) elect the New Director as the Chairman of the Board.

- 3. Effective upon execution of this letter agreement, JCP shall irrevocably withdraw the Nomination Notice (with this letter agreement deemed to evidence such withdrawal).
- 4. No later than four business days following the execution of this letter agreement, the Company shall file with the U.S. Securities and Exchange Commission (the "SEC") a Current Report on Form 8-K reporting its entry into this letter agreement and appending this letter agreement as an exhibit thereto. No later than two business days following the execution of this letter agreement, each of JCP and 22NW shall file with the SEC an amendment to its respective Schedule 13D reporting its entry into this letter agreement and appending this letter agreement as an exhibit thereto. Each party shall provide the other parties with a reasonable opportunity to review and comment on its applicable SEC filing prior to such respective report or schedule being filed and consider in good faith any comments of the other parties.
- 5. The term of this letter agreement will commence on the date hereof and will terminate on the date the New Director is appointed or elected to the Board, as applicable.
- 6. Each party acknowledges and agrees that irreparable harm to the other parties may occur in the event any of the provisions of this letter agreement are not performed in accordance with their specific terms or are otherwise breached and that such injury would not be adequately compensable by the remedies available at law (including, without limitation, the payment of money damages). Accordingly, each party will be entitled to specifically enforce the covenants and other agreements of the other parties contained in this letter agreement and to obtain injunctive relief restraining the other parties from breaching or threatening to breach this letter agreement, and the other parties will not take action, directly or indirectly, in opposition to the party seeking such relief on the grounds that any other remedy or relief is available at law or in equity. The parties further agree to waive any requirement for the security or posting of any bond in connection with any such relief. The prevailing party that obtains a final, non-appealable order shall be entitled to recover its fees and expenses incurred with respect to any action from the non-prevailing party. The remedies available pursuant to this <u>Paragraph 6</u> shall not be deemed to be the exclusive remedies for a breach of this letter agreement but shall be in addition to all other remedies available at law or equity.
- 7. Each party represents and warrants that it is duly authorized and has legal capacity to execute and deliver this letter agreement. Each party represents and warrants to the other parties that the execution and delivery of this letter agreement and the performance of such party's obligations hereunder have been duly authorized and that this letter agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.
- 8. Any notices required or permitted to be given under this letter agreement shall be in writing and shall be delivered by certified mail, overnight courier or electronic mail with confirmation of receipt to the addresses specified on the signature page of this letter agreement.
- 9. This letter agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Signatures to this letter agreement transmitted by electronic mail shall have the same effect as physical delivery of the paper document bearing the original signature. No modifications of this letter agreement can be made except in writing signed by each of the parties.
- 10. If any provision of this letter agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Any provision held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable. The parties further agree to replace such invalid or unenforceable provision with a valid and enforceable provision that will achieve, to the extent possible, the purposes of such invalid or unenforceable provision.

November 7, 2023 Page 3

11. This letter agreement and all disputes or controversies out of or related to this letter agreement shall be deemed to be made under the laws of the State of Delaware and for all purposes shall be governed by, and construed in accordance with, the laws of such State applicable to contracts to be made and performed entirely within such State, without reference to conflicts of laws principles.

If the foregoing accurately sets forth our agreements, please sign this letter agreement as indicated below.

Sincerely,

FARMER BROS. CO.

By: /s/ John E. Moore III

Name: John E. Moore III

Title: Interim Chief Executive Officer

Address for Notices for the Company:

Farmer Bros. Co. 1912 Farmer Brothers Drive Northlake, Texas 76262 Attn: General Counsel

Email: LegalDepartment@farmerbros.com

Signature Page to Letter Agreement

ACKNOWLEDGED AND AGREED

As of the date written above:

/s/ James C. Pappas

James C. Pappas, Individually and on behalf of JCP Investment Partnership, LP, JCP Investment Partners, LP, JCP Investment Holdings, LLC and JCP Investment Management, LLC, in his appropriate capacity for each entity

Address for Notices for JCP:

1177 West Loop South, Suite 1320 Houston, Texas 77027 Attn: James C. Pappas Email: jcp@jcpinv.com

/s/ Aron R. English

Aron R. English, Individually and on behalf of 22NW, LP, 22NW Fund, LP, 22NW Fund GP, LLC and 22NW GP, Inc., in his appropriate capacity for each entity

/s/ Bryson O. Hirai-Hadley

Bryson O. Hirai-Hadley

Address for Notices for 22NW:

590 1st Ave. S, Unit C1 Seattle, Washington 98104 Attn: Aron R, English

Email: english@englishcap.com

Signature Page to Letter Agreement

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934, as amended, the persons named below agree to the joint filing on behalf of each of them of a Statement on Schedule 13D (including additional amendments thereto) with respect to the common stock, par value \$1.00 per share, of Farmer Bros. Co., a Delaware corporation. This Joint Filing Agreement shall be filed as an Exhibit to such Statement.

Dated: November 9, 2023

JCP Investment Partnership, LP

By: JCP Investment Management, LLC

Investment Manager

By: /s/ James C. Pappas

Name: James C. Pappas Title: Managing Member

JCP Investment Partners, LP

By: JCP Investment Holdings, LLC

General Partner

By: /s/ James C. Pappas

Name: James C. Pappas Title: Sole Member

JCP Investment Holdings, LLC

By: /s/ James C. Pappas

Name: James C. Pappas Title: Sole Member

JCP Investment Management, LLC

By: /s/ James C. Pappas

Name: James C. Pappas Title: Managing Member

/s/ James C. Pappas

James C. Pappas