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

FORM 10-Q

[X]QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 FOR THE QUARTERLY PERIOD ENDED MARCH 31, 2005 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: 0-1375

FARMER BROS. CO.
(exact name of registrant as specified in its charter)

Delaware	95-0725980
(State of Incorporation)	(I.R.S. Employer Identification No.)

20333 South Normandie Avenue, Torrance, California	90502
(address of principal executive offices)	(Zip Code)

(310)787-5200
(Registrant's telephone number, including area code)

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 [X] NO [ ]

Indicate by check mark whether the registrant is an accelerated filer (as

defined in Rule 12b-2 of the Act). YES [X] NO [ ]

On May 6, 2005 Registrant had 16,075,080 shares outstanding of its common stock, par value $1.00 per share, which is the Registrant's only class of common stock.

PART I. FINANCIAL INFORMATION
Item 1. Financial Statements (Dollars in thousands, except share and per share data)

FARMER BROS. CO.
CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)

	For the three months ended March 31,		For the nine months ended March 31,	
	2005	2004	2005	2004
Net sales	$50,271	$49,069	$148,199	$146,245
Cost of goods sold	20,928	18,488	59,319	53,459
Gross profit	29,343	30,581	88,880	92,786
Selling expense	23,943	22,735	68,492	68,019
General and administrative expense	7,567	7,103	20,854	19,843
Operating expenses	31,510	29,838	89,346	87,862

(Loss) income from operations	(2,167)	743	(466)	4,924
Other expense and income:				
Dividend income	850	844	2,584	2,527
Interest income	738	935	1,799	2,156
Other, net (expense) income	(3,019)	4,980	(11,241)	6,149
	(1,431)	6,759	(6,858)	10,832
(Loss) income before taxes	(3,598)	7,502	(7,324)	15,756
Income taxes (benefit)	(4,454)	1,899	(5,609)	5,077
Net income(loss)	$ 856	$5,603	($1,715)	$10,679
Net income (loss) per common share	$0.06	$0.42	($0.13)	$0.66
Weighted average shares outstanding	13,687,840	13,457,300	13,621,390	16,266,410
Dividends declared per share	$0.10	$0.095	$0.30	$0.29

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

FARMER BROS. CO.
CONSOLIDATED BALANCE SHEETS

	March 31, 2005 (Unaudited)	June 30, 2004
ASSETS		
Current assets:		
Cash and cash equivalents	$ 6,420	$21,807
Short term investments	181,041	176,903
Accounts and notes receivable, net	15,465	14,565
Inventories	37,691	35,579
Income tax receivable	6,137	408
Deferred income taxes	2,052	775
Prepaid expenses	4,296	2,683
Total current assets	$253,102	$252,720
Property, plant and equipment, net	$41,856	$42,300
Notes receivable	143	143
Other assets	21,293	21,609
Deferred income taxes	1,806	1,099
Total assets	$318,200	$317,871
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$11,245	$9,589
Accrued payroll expenses	5,232	6,999
Other	4,576	4,601
Total current liabilities	$21,053	$21,189
Accrued post-retirement benefits	$28,581	$26,984
Total liabilities	$49,634	$48,173
Commitments and contingencies		
Stockholders' equity:		
Common stock, $1.00 par value, authorized 20,000,000 shares; 16,075,080 shares issued and outstanding	$16,075	$16,075
Additional paid-in capital	32,419	32,248
Retained earnings	277,874	283,654
Unearned ESOP shares	(57,065)	(61,542)
Less accumulated comprehensive loss	(737)	(737)
Total stockholders' equity	$268,566	$269,698

Total liabilities and stockholders' equity	$318,200	$317,871

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

FARMER BROS. CO.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

	For the nine months ended March 31, 2005	2004
Cash flows from operating activities:		
Net (loss) income	($1,715)	$10,679
Adjustments to reconcile net (loss) income to net cash (used in) provided by operating activities:		
Depreciation	6,221	5,302
Deferred income taxes	(1,984)	-
Loss on sales of assets	(19)	(52)
ESOP compensation expense	4,648	3,835
Net (loss) on investments	(11,786)	(631)
Change in assets and liabilities:		
Short term investments	7,649	(2,738)
Accounts and notes receivable	(935)	(3,846)
Inventories	(2,112)	722
Income tax receivable	(5,729)	1,978
Prepaid expenses and other assets	(1,298)	883
Accounts payable	1,656	2,278
Accrued payroll expenses and other	(1,792)	3,479
Accrued post-retirement benefits	1,597	1,684
Other long term liabilities	-	(5,570)
Total adjustments	(3,884)	7,324
Net cash (used in) provided by operating activities	($5,599)	$18,003
Cash flows from investing activities:		
Purchases of property, plant and equipment	(5,841)	(5,806)
Proceeds from sales of property, plant and equipment	83	86
Notes repaid	35	34
Net cash (used in) investing activities	(5,723)	(5,686)
Cash flows from financing activities:		
Dividends paid	(4,065)	(4,354)
ESOP contributions	-	(32,412)
Proceeds from sale of short-term investments	-	111,161
Purchase of capital stock	-	(111,161)
Issue capital stock	-	31,236
Net cash (used in) financing activities	(4,065)	(5,530)
Net(decrease) increase in cash and cash equivalents	(15,387)	6,787
Cash and cash equivalents at beginning of period	21,807	18,986
Cash and cash equivalents at end of period	$ 6,420	$25,773

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

Notes to Consolidated Financial Statements (Unaudited)

Note 1. Unaudited Consolidated Financial Statements

The accompanying unaudited 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 for complete consolidated financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation of the interim financial data have been included. Operating results for the three and nine month periods ended March 31, 2005 are not necessarily indicative of the results that may be expected for the fiscal year ending June 30, 2005.

For further information, refer to the consolidated financial statements and footnotes thereto included in the Farmer Bros. Co. annual report on Form 10-K for the fiscal year ended June 30, 2004.

Share and per share amounts included in the accompanying consolidated financial statements and in the notes to the consolidated financial statements have been retroactively adjusted for all periods presented to reflect a ten-for-one stock split in May 2004.

Note 2. Investments

Investments are as follows (in thousands):

	March 31, 2005	June 30, 2004
Trading securities at fair value		
U.S. Treasury obligations	$119,274	$119,528
Preferred stock	60,921	56,037
Futures, options and other derivative investments	846	1,338
	$181,041	$176,903

Note 3. Inventories
(in thousands)

March 31, 2005

	Processed	Unprocessed	Total
Coffee	$ 3,071	$13,584	$16,655
Allied products	12,309	3,793	16,102
Coffee brewing equipment	1,744	3,190	4,934
	$17,124	$20,567	$37,691

June 30, 2004

	Processed	Unprocessed	Total
Coffee	$ 3,034	$10,736	$13,770
Allied products	11,800	3,665	15,465
Coffee brewing equipment	2,341	4,003	6,344
	$17,175	$18,404	$35,579

Interim LIFO Calculations

An actual valuation of inventory under the LIFO method is made only at the end of each year based on the inventory levels and costs at that time. Accordingly, interim LIFO calculations must necessarily be based on management's estimates of expected year-end inventory levels and costs. Because these are subject to many forces beyond management's control, interim results are subject to the final year-end LIFO inventory valuation.

Note 4. Pension Plans

The Company has a contributory defined benefit pension plan for all employees not covered under a collective bargaining agreement and a non-contributory defined benefit plan for certain hourly employees covered under a collective bargaining agreement. The net periodic benefit costs for the defined benefit plans were as follows:

Components of Net Periodic Benefit Cost
(in thousands)

	Three months ended March 31, 2005	2004
Service cost	$529	$594
Interest cost	1,071	988
Expected return on plan assets	(1,559)	(1,362)
Amortization of transition obligation (asset)	0	0
Amortization of prior service cost	46	62
Amortization of net loss	18	336
Net periodic benefit cost	$105	$618

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

Liquidity and Capital Resources

There have been no material changes in the Company's liquidity or capital resources since the fiscal year ended June 30, 2004. The Company continues to maintain a strong working capital position. All present and future liquidity needs are expected to be met by internal sources. The Company does not expect to rely on banks or other third parties for its working capital and other liquidity needs.

(in thousands)	March 31, 2005	June 30, 2004

Current assets	$253,102	$252,720
Current liabilities	21,053	21,189
Working capital	$232,049	$231,531
Total assets	$318,200	$317,871

The company has broken ground on a new warehouse in Bakersfield, California, and has resumed construction of a warehouse in Chico, California, that had been delayed this winter by wet weather. Each of these warehouses will replace existing warehouses in these locations and are expected to provide much needed space in these service areas. Additionally, the Company has entered into an agreement to acquire a warehouse in Oakland, California, to meet the needs of our growing Northern California service area by providing additional space and is expected to improve operating efficiencies. The total cost for the Oakland facility is not expected to exceed $3 million.

Otherwise, there have been no changes in the needs or commitments described in the Company's annual report on Form 10-K for the fiscal year ended June 30, 2004.

Results of Operations

We believe the Company's continued emphasis on sales, focused sales training, new product development, new promotional materials and revised pricing is beginning to have a positive effect on net sales. Net sales increased 2% to $50,271,000 for the quarter ended March 31, 2005 as compared to $49,069,000 for the same quarter of fiscal 2004. Net sales for the nine months ended March 31, 2005 increased 1% to $148,199,000 as compared to $146,245,000 in the same period of fiscal 2004. The third quarter sales increase largely reflects roast coffee price increases in late December 2004, and a modest increase in sales of non-coffee products. On March 28, 2005, the Company increased roast coffee prices in line with the market. The effect of this increase will be reflected in operating results for the fourth quarter of fiscal 2005.

Gross profit decreased 4% to $29,343,000 in the quarter ended March 31, 2005 as compared to $30,581,000 in the same quarter of fiscal 2004. Gross profit for the nine months ended March 31, 2005 decreased 4% to $88,880,000 as compared to $92,786,000 during the first nine months of fiscal 2004. This decrease primarily reflects a sustained increase in green coffee prices since November 2004, and the lagging impact of the Company's increase in roast coffee sales prices. We expect the effect of the Company's most recent price increases will be observed in the fourth quarter of fiscal 2005. There is no way to predict when or if the Company will return to its previous profit margins or what the impact of higher prices will be on demand for the Company's products.

Operating expenses, consisting of selling and general and administrative expenses, increased 6% in the third quarter of fiscal 2005 to $31,510,000 as compared to $29,838,000 in the same quarter of fiscal 2004. Fiscal year-to-date operating expenses increased 2% to $89,346,000 for fiscal 2005 as compared to $87,862,000 in fiscal 2004. This increase in operating expenses for the nine months ended March 31, 2005 was primarily the result of the following differences (in thousands):

	Nine month period ended March 31,	
	2005	2004
IT software depreciation	$ 2,339	$ 1,051
Consulting	2,539	3,020
Gas, oil and grease	4,091	3,113
ESOP	5,326	4,320
Post retirement benefit costs	3,237	4,765
	$17,532	$16,269

Consulting costs associated with the new sales system continue and are not reflected above. These costs will continue to be capitalized for the balance of fiscal 2005. We expect the new sales system to go live in the early summer. Consulting costs during the first nine months of fiscal 2005 include $307,000 incurred in the third quarter of fiscal 2005 associated with the implementation of Section 404 of the Sarbanes-Oxley Act. We anticipate total consulting costs associated with this project, divided between fiscal 2004 and 2005, will exceed $1,000,000.

The increased ESOP expense reflects the increased number of shares acquired by the ESOP during fiscal 2004. Post retirement benefit costs result from actuarially derived pension and retiree medical costs.

As a result of the above factors, loss from operations in third quarter of fiscal 2005 was ($2,167,000) as compared to income of $743,000 in the same quarter of fiscal 2004. Similarly, loss from operations for fiscal year-to-date 2005 was ($466,000) as compared to income of $4,924,000 in the same period of fiscal 2004.

Other (expense) in the third quarter of fiscal 2005 was ($1,431,000) as compared to income of $6,759,000 in the same quarter of fiscal 2004, and other (expense) for the first nine months of fiscal 2005 was a loss of ($6,858,000) as compared to income of $10,832,000 for the comparable period in fiscal 2004. This is primarily the result of higher green coffee prices during the second and third quarters of fiscal 2005.

Other, net (expense) in the third quarter of fiscal 2005 was a loss of ($3,019,000) as compared to income of $4,980,000 in the same quarter of fiscal 2004. Higher green coffee prices during the third quarter of fiscal 2005 resulted in a decrease in the value of green coffee futures and options used by the Company to hedge against a decline in commodity prices. Other, net (expense) income during the third quarter of fiscal 2005 consisted of net realized and unrealized coffee trading losses of ($3,329,000), offset by net gains of $63,000 on other investments.

For the first nine months of fiscal 2005, Other, net (expense) was ($11,241,000), as compared to Other, net income of $6,149,000 for the same period of fiscal 2004. Higher green coffee prices during the second and third quarters of fiscal 2005 resulted in a decrease in the value of green coffee futures and options used by the Company to hedge against a decline in commodity prices. Other, net (expense) income during the first nine months of fiscal 2005 consisted of net realized and unrealized coffee trading losses of ($12,992,000), offset by net gains on other investments. The net realized and unrealized losses during the nine month period ended March 31, 2005 consisted of the following (in thousands):

	Nine month period ended March 31, 2005
Realized coffee gains	$3,616
Realized coffee losses	($16,862)
Unrealized coffee gains	254
Totals	($12,992)

The Company reduced its tax reserve during the third quarter of fiscal 2005 resulting from a favorable determination from a state tax audit which required the reduction of a previously established tax reserve. The reduction of this tax reserve and the recognition of a tax benefit for net losses incurred for the same quarter and the first nine months of fiscal 2005 resulted in a change in the Company's effective tax rate to (76.5%) from 32.2% for the first nine months of fiscal 2005 and 2004, respectively.

As the result of the above factors, net income in the third quarter of fiscal 2005 was $856,000, or $0.06 per share, as compared to $5,603,000, or $0.42 per share, in the same quarter of fiscal 2004. Net loss for the first nine months of fiscal 2005 was ($1,715,000), or ($0.13) per share, as compared to net income of $10,679,000, or $0.66 per share, in the first nine months of fiscal 2004.

Quarterly Summary of Results (in thousands, except per share data):

Quarter ended	3/31/04	6/30/04	9/30/04	12/31/04	3/31/05
Net sales	$49,069	$47,344	$46,708	$51,220	$50,271
Gross profit	$30,581	$29,398	$29,253	$30,298	$29,343
Income (loss) from operations	$743	($1,161)	$1,002	$699	($2,167)
Net income (loss)	$5,603	$2,008	$1,497	($4,068)	$856
Net income (loss) per common share	$0.42	$0.11	$0.11	($0.30)	$0.06

Forward-Looking Statements

Certain statements contained in this quarterly report on Form 10-Q regarding the risks, circumstances and financial trends that may affect our future operating results, financial position and cash flows 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. These forward-looking statements can be identified by the use of words like "anticipates," "feels," "estimates," "projects," "expects," "plans," "believes," "intends," "will," "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, fluctuations in availability and cost of green coffee, competition, organizational changes, the impact of a weaker economy, business conditions in the coffee industry and food industry in general, the Company's continued success in attracting new customers, variances from budgeted sales mix and growth rates, and weather and special or unusual events, as well as other risks described in this report and other factors described from time to time in the Company's filings with the SEC.

Item 3. Quantitative and Qualitative Disclosure About Market Risk.

Financial Markets

We are exposed to market value risk arising from changes in interest rates on our securities portfolio. Our portfolio of investment grade money market instruments includes discount commercial paper, medium term notes, federal agency issues and U.S. Treasury securities. As of March 31, 2005 over 50% of these funds were invested in instruments with maturities shorter than 90 days. This portfolio's interest rate risk is not hedged and its average maturity is approximately 90 days. A 100 basis point increase in the general level of interest rates would result in a change in the market value of the portfolio of approximately $1,150,000.

Our portfolio of preferred securities includes investments in derivatives that provide a natural economic hedge of interest rate risk. We review the interest rate sensitivity of these securities and (a) enter into "short positions" in futures contracts on U.S. Treasury securities or (b) hold put options on such futures contracts in order to reduce the impact of certain interest rate changes on such preferred stocks. 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 following table demonstrates the impact of varying interest rate changes based on the preferred stock holdings, futures and options positions, and market yield and price relationships at March 31, 2005. This table is predicated on an instantaneous change in the general level of interest rates and assumes predictable relationships between the prices of preferred securities holdings, the yields on U.S. Treasury securities and related futures and options.

Interest Rate Changes
(In thousands)

Interest Rate Changes	Market Value at March 31, 2005			Change in Market
	Preferred Stock	Futures & Options	Total Portfolio	Value of Total Portfolio
- -150 basis points ("b.p.")	$66,516	$0	$66,516	$4,926
- -100 b.p.	65,190	1	65,190	3,600
Unchanged	60,904	687	61,590	0
+100 b.p.	55,836	5,081	60,917	(674)
+150 b.p.	53,246	7,886	61,132	(458)

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 Treasury yield curve, the expected volatility of Treasury yields, and the costs of using futures and/or options.

Commodity Price Changes

We are exposed to commodity price risk arising from changes in the market price of green coffee. We price our 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. Volatile price increases cannot, because of competition and market conditions, always be passed on to our customers. The Company holds a mix of futures contracts and options to help hedge against volatile green coffee price decreases. Gains and losses on these derivative instruments are realized immediately in Other, net (expense) income.

The following table demonstrates the impact of changes in the price of green coffee on inventory and green coffee futures and options at March 31, 2005. It assumes an immediate change in the price of green coffee, and the valuations of coffee index futures and options and relevant forward commodity purchase agreements at March 31, 2005 (in thousands):

Coffee Price Change	Market Value of Coffee Inventory	Futures & Options	Totals	Change in Market Value Derivatives	Inventory
-20%	$13,300	$ 569	$13,869	$ 610	($3,355)
unchanged	16,655	124)	16,779		
20%	20,000	(41)	19,959	(165)	3,345

At March 31, 2005 the derivatives consisted mainly of commodity purchase contracts and options with maturities shorter than four months.

Item 4 Controls & Procedures

As of the end of the period covered by this report, the Chief Executive Officer and Chief Financial Officer evaluated the Company's disclosure controls and procedures pursuant to Exchange Act Rule 13a-14 and 15d-14. They have concluded that the Company's disclosure controls and procedures are effective in ensuring that all material information required to be filed in this quarterly report has been made known to them in a timely fashion. In addition, there have been no significant changes in the Company's internal controls or in other factors that could significantly affect the Company's internal control over financial reporting.

PART II OTHER INFORMATION

Item 2. Changes in Securities and Use of Proceeds.

Effective as of March 17, 2005, our Board of Directors approved a stockholder rights plan (the "Rights Plan"), pursuant to which the Company entered into a Rights Agreement dated March 17, 2005 (the "Rights Agreement") with Wells Fargo Bank, N.A., as Rights Agent, and the Board declared a dividend of one preferred share purchase right (a "Right") for each outstanding share of the Company's Common Stock, $1.00 par value per share (the "Common Stock"), to stockholders of record at the close of business on March 28, 2005. Each Right, when exercisable, will entitle the registered holder to purchase from the Company one one-hundredth of a share of Series A Junior Participating Preferred Stock, $1.00 par value per share, at a purchase price of $112.50, subject to adjustment. The description and terms of the Rights are set forth in the Rights Plan. Initially, ownership of the Rights will be evidenced by the certificates representing our Common Stock then outstanding, and no separate Rights Certificates, as defined in the Rights Plan, will be distributed. The Rights are not exercisable until the distribution date, as described in the Rights Agreement, and will expire on March 28, 2015, unless they are earlier redeemed, exchanged or terminated as provided in the Rights Plan.

Item 6. Exhibits and reports on Form 8-K.

(a) Exhibits. See Exhibit Index.

(b) Reports on Form 8-K.
A Form 8-K dated January 9, 2005 and filed with the Commission on January 10, 2005 announcing the appointment of Guenter W. Berger as Interim Chief Executive Officer after the sudden death of Chairman and CEO Roy E. Farmer.

A Form 8-K dated and filed with the Commission on January 14, 2005, announcing the appointment of Carol Farmer Waite to the Company's Board of Directors, filling a seat vacated by the death of her brother Roy E. Farmer on January 7, 2005.

A Form 8-K dated March 17, 2005 and filed with the Commission on March 18, 2005 announcing the approval of a shareholder rights plan by the Board of Directors and summarizing the terms of such rights plan.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the

Registrant and in the capacities and on the dates indicated.

FARMER BROS. CO.

/s/ Guenter W. Berger

Guenter W. Berger, Vice President, Interim Chief Executive Officer and Director(principal executive officer)
Date: May 6, 2005

/s/ John E. Simmons

John E. Simmons, Treasurer and Chief Financial Officer
(principal financial and accounting officer)
Date: May 6, 2005

EXHIBIT INDEX

3.1 Certificate of Incorporation (filed as an exhibit to the Form 10-Q for the quarter ended March 31, 2004 and incorporated herein by reference).

3.2 By-laws (filed as an exhibit to the Form 10-Q for the quarter ended March 31, 2004 and incorporated herein by reference).

3.3 Certificate of Designations of Series A Junior Participating Preferred Stock (filed as Exhibit 3.1 to the Company's Current Report on Form 8-K dated March 17, 2005 and incorporated herein by reference).

4.1 Rights Agreement dated March 17, 2005 by and between Farmer Bros. Co. and Wells Fargo Bank, N.A., as Rights Agent (filed as Exhibit 4.1 to the Company's Current Report on Form 8-K dated March 17, 2005 and incorporated herein by reference).

10.1 The Farmer Bros. Co. Pension Plan for Salaried Employees (filed as an exhibit to the Form 10-K for the year ended June 30, 2002 and incorporated herein by reference).

10.2 The Farmer Bros. Co. Incentive Compensation Plan (filed as an exhibit to the Form 10-K for the year ended June 30, 2002 and incorporated herein by reference).

10.3 The Farmer Bros. Co. Employee Stock Ownership Plan (filed as an exhibit to the Form 10-K for the year ended June 30, 2002 and incorporated herein by reference).

10.4 Farmer Bros. Co. Employee Stock Ownership Plan Amendment 2 (filed as an exhibit to the Form 10-Q for the quarter ended December 31, 2003 and incorporated herein by reference).

10.5 Farmer Bros. Co. Employee Stock Ownership Plan Amendment 3 (filed as an exhibit to the Form 10-Q for the quarter ended December 31, 2003 and incorporated herein by reference).

10.6 Loan Agreement dated July 21, 2003 between the Company and Wells Fargo Bank, Trustee of the Farmer Bros Co. Employee Stock Ownership Plan (filed as an exhibit to the Form 10-Q for the quarter ended December 31, 2003 and incorporated herein by reference).

10.7 On January 28, 2005 the Company entered into Change in Control Severance Agreements with each of the following officers: Guenter Berger, Michael J. King and John E. Simmons. The form of these agreements is filed herewith.

31.1 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)

31.2 Principal Financial 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)

32.1 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)

32.2 Principal Financial 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)

Exhibit 31.1

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

I, Guenter W. Berger, Interim Chief Executive Officer of Farmer Bros. Co. ("Registrant"), certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Registrant;

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 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)) 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;

(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; and

(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 6, 2005

/s/ Guenter w. Berger

Guenter W. Berger
Interim Chief Executive Officer
(principal executive officer)

Exhibit 31.2

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

I, John E. Simmons, Treasurer and Chief Financial Officer of Farmer Bros. Co. ("Registrant"), certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Registrant;

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 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)) 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;

(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; and

(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 6, 2005

/s/ John E. Simmons

John E. Simmons
Treasurer and Chief Financial Officer
(principal financial and accounting officer)

Exhibit 32.1

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 fiscal period ended March 31, 2005, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Guenter W. Berger, Interim 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 operation of the Company.

Dated: May 6, 2005

/s/ Guenter W. Berger

Guenter W. Berger
Interim Chief Executive Officer
(principal executive officer)

Exhibit 32.2

CERTIFICATION of Chief Financial 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 fiscal period ended March 31, 2005, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, John E. Simmons, 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 6, 2005

/s/ John E. Simmons

John E. Simmons
Treasurer and Chief Financial Officer
(principal financial and accounting officer

FARMER BROS. CO.

CHANGE IN CONTROL SEVERANCE AGREEMENT

EXECUTIVE OFFICERS

THIS CHANGE IN CONTROL SEVERANCE AGREEMENT (this "Agreement"), effective as of this ______day of _________, 2005 (the "Effective Date"), is made by and between FARMER BROS. CO., a Delaware corporation (the "Company"), and _____________________ (the "Executive").

WHEREAS, the Company considers it essential to foster the continued employment of well qualified, senior executive management personnel; and

WHEREAS, the Company has determined that appropriate steps should be taken to foster such continued employment by setting forth the benefits and compensation to be awarded to such personnel in the event of a voluntary or involuntary termination within the meaning of this Agreement; and

WHEREAS, the Company further recognizes that the possibility of a Change in Control of the Company exists and that such possibility, and the uncertainty and questions that it may raise among executive management, may result in the departure or distraction of executive personnel to the detriment of the Company; and

WHEREAS, the Company has further determined that appropriate steps should be taken to reinforce and encourage the continued attention and dedication of members of the Company's executive management, including the Executive, to their assigned duties without distraction in the face of potentially disturbing circumstances arising from the possibility of a Change in Control;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Company and the Executive hereby agree as follows:

1. Term of Agreement. The term of this Agreement shall commence as of the date hereof and expire on the close of business on December 31, 2005; provided, however, that (i) commencing on January 1, 2006 and each January 1 thereafter, the term of this Agreement will automatically be extended for an additional year unless, not later than September 30 of the immediately preceding year, the Company (provided no Change in Control has occurred and no Threatened Change in Control is pending) or the Executive shall have given notice that it or the Executive, as the case may be, does not wish to have the Term extended; (ii) if, prior to a Change in Control, the Executive ceases for any reason to be an employee of the Company, thereupon without further action the Term shall be deemed to have expired and this Agreement will immediately terminate and be of no further effect.

2. Definitions.

(a) Base Salary shall mean the Executive's salary, which excludes Bonuses, at the rate in effect when an event triggering benefits under Section 3 of this Agreement occurs.

(b) Beneficial Owner or Beneficial Ownership shall have the meaning ascribed to such term in Rule 13d-3 of the Exchange Act.

(c) Board or Board of Directors shall mean the Board of Directors of Farmer Bros. Co., or its successor.

(d) Bonus(es) shall mean current cash compensation over and above Base Salary whether awarded under the Company's Incentive Compensation Plan or otherwise awarded.

(e) Cause shall mean:

(i) the Executive's material fraud, malfeasance, or gross negligence, willful and material neglect of Executive's employment duties or Executive's willful and material misconduct with respect to business affairs of the Company or any subsidiary of the Company or

(ii) Executive's conviction of or failure to contest prosecution for a felony or a crime involving moral turpitude.

A termination of Executive for "Cause" based on clause (i) of the preceding sentence can be made only by delivery to Executive of a resolution duly adopted by the affirmative vote of not less than three quarters of the Board then in office at a meeting of the Board called and held for such purpose, after reasonable notice to the Executive and an opportunity for the Executive, together with the Executive's counsel (if the Executive chooses to have counsel present at such meeting), to be heard before the Board, finding that, in the good faith opinion of the Board, the Executive had committed an act constituting "Cause" as herein defined and specifying the particulars thereof in detail. Nothing herein will limit the right of the Executive or his beneficiaries to contest the validity or propriety of any such determination. A termination for Cause based on clause (ii) above shall take effect immediately upon giving of the termination notice. No act or omission shall be deemed "willful" if it was due primarily to an error in judgment or ordinary negligence.

(f) Change in Control shall mean:

(1) An acquisition by any Person (as such term is defined in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, including a "group" as defined in Section 13(d) thereof) of Beneficial Ownership of the Shares then outstanding (the "Company Shares Outstanding") or the voting securities of the Company then outstanding entitled to vote generally in the election of directors (the "Company Voting Securities Outstanding"), if such acquisition of Beneficial Ownership results in the Person beneficially owning (within the meaning of Rule 13d-3 promulgated under the Exchange Act) fifty percent (50%) or more of the Company Shares Outstanding or fifty percent (50%) or more of the combined voting power of the Company Voting Securities Outstanding; excluding, however, any such acquisition by a trustee or other fiduciary holding such Shares under one or more employee benefit plans maintained by the Company or any of its subsidiaries; or

(2) The approval of the stockholders of the Company of a reorganization, merger, consolidation, complete liquidation, or dissolution of the Company, the sale or disposition of all or substantially all of the assets of the Company or any similar corporate transaction (in each case referred to in this Section 3(e) as a "Corporate Transaction"), other than a Corporate Transaction that would result in the outstanding common stock of the Company immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into common stock of the surviving entity or a parent or affiliate thereof) at least fifty percent (50%) of the outstanding common stock of the Company or such surviving entity or parent or affiliate thereof immediately after such Corporate Transaction; provided, however, if the consummation of such Corporate Transaction is subject, at the time of such approval by stockholders, to the consent of any government or governmental agency, the Change in Control shall not occur until the obtaining of such consent (either explicitly or implicitly); or

(3) A change in the composition of the Board such that the individuals who, as of the Effective Date, constitute the Board (such Board shall be hereinafter referred to as the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, for purposes of this Section 3(e) that any individual who becomes a member of the Board subsequent to the Effective Date whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of those individuals who are members of the Board and who were also members of the Incumbent Board (or deemed to be such pursuant to this proviso) shall be considered as though such individual were a member of the Incumbent Board; but, provided, further, that any such individual whose initial assumption of office occurs as a result of either an actual or threatened election contest (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act, including any successor to such Rule), or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board, shall not be so considered as a member of the Incumbent Board.

(g) Code shall mean the Internal Revenue Code of 1986, as amended from time to time.

(h) Disability shall mean the Executive's inability as a result of physical or mental incapacity to substantially perform his duties for the Company on a full-time basis for a period of six (6) months.

(i) Exchange Act shall mean the Securities Exchange Act of 1934, as amended from time to time, or any successor act thereto.

(j) Involuntary Termination shall mean termination of employment that is involuntary on the part of the Executive and that occurs for reasons other than for Cause, Disability or death.

(k) Threatened Change in Control shall mean any bona fide pending tender offer for any class of the Company's outstanding Shares, or any pending bona fide offer to acquire the Company by merger or consolidation, or any other pending action or plan to effect, or which would lead to, a Change in Control of the Company as determined by the Incumbent Board. A Threatened Change in Control Period shall commence on the first day the actions described in the preceding sentence become manifest and shall end when such actions are abandoned or the Change in Control occurs.

(l) Shares shall mean the shares of common stock of the Company.

(m) Resignation for Good Reason shall mean termination of employment that is voluntary on the part of the Executive but is due to:

(i) a significant reduction of the Executive's responsibilities, title or status resulting from a formal change in such title or status, or from the assignment to the Executive of any duties inconsistent with his title, duties, or responsibilities;

(ii) a reduction in the Executive's Base Salary or benefits;

(iii) the failure to award Executive a Bonus for any fiscal year which is at least fifty percent (50%) of the average Bonus awarded to Executive for the three (3) fiscal years prior to the occurrence of the Change in Control, provided that such reduction in Bonuses shall not constitute grounds for Resignation for Good Reason if the Bonus, or lack of Bonus, is determined in accordance with a written plan adopted by the Company prior to the occurrence of a Change in Control; or

(iv) a Company-required involuntary relocation of Executive's place of residence or a significant increase in the Executive's travel requirements.

3. Events That Trigger Benefits Under This Agreement. The Executive shall be eligible for the compensation and benefits described in Section 4 of this Agreement as follows:

(a) A Change in Control occurs and Executive's employment is Involuntarily Terminated or terminated by Resignation for Good Reason within twenty-four (24) months following the occurrence of the Change in Control; or

(b) A Threatened Change in Control occurs and the Executive's employment is Involuntarily Terminated during a Threatened Change in Control Period or Executive demonstrates of the Incumbent Board, excluding Executive and any other Company executives who are parties to Change in Control Agreements for Executive Officers, that grounds for a Resignation for Good Reason likely will occur if a Change in Control occurs. The determination of the Incumbent Board in that regard shall be conclusive.

4. Benefits Upon Termination. If the Executive becomes eligible for benefits under Section 3 above, the Company shall pay or provide to the Executive the following compensation and benefits:

(a) Salary. The Executive will continue to receive his Base Salary for the twenty-four (24) month period following the Executive's date of termination payable semi-monthly. The Executive shall also receive two (2) consecutive annual payments of fifty percent (50%) of Executive's average Bonus as reported in the Company's proxy statement for the last three (3) completed fiscal years prior to the occurrence of the event triggering benefits under this Agreement payable within thirty (30) days after the end of the Company's fiscal year commencing with the first fiscal year-end after Executive's date of termination.

(b) Qualified and Non-Qualified Plan Coverage. Subject to the eligibility provisions of the plans, the Executive shall continue to participate in the tax-qualified and non-qualified retirement, savings and employee stock ownership plans of the Company during the twenty four (24) month period following the Executive's date of termination unless the Executive commences Employment prior to the end of the twenty four (24) month period, in which case, such participation shall end on the date of his new employment. The Executive shall inform the Company promptly upon commencing new employment.

(c) Health, Dental, and Life Insurance Coverage. The health, dental, and life insurance benefits coverage provided to the Executive at his date of termination shall be continued by the Company during the twenty-four (24) month period following the Executive's date of termination unless the Executive commences employment prior to the end of the twenty four (24) month period and qualifies for substantially equivalent insurance benefits with the Executive's new employer , in which case, such insurance coverages shall end on the date of qualification. The Executive shall inform the Company promptly of his qualification for any of such insurance coverages. . The Company shall provide for such insurance coverages at its expense at the same level and in the same manner as if the Executive's employment had not terminated (subject to the customary changes in such coverages if the Executive retires under a Company retirement plan, reaches age 65, or similar events and subject to Executive's right to make any changes in such coverages that an active employee is permitted to make). Any additional coverages the Executive had at termination, including dependent coverage, will also be continued for such period on the same terms, to the extent permitted by the applicable policies or contracts.

Any costs the Executive was paying for such coverages at the time of termination shall be paid by the Executive by separate check payable to the Company each month in advance. If the terms of any benefit plan referred to in this Section do not permit continued participation by the Executive, the Company will arrange for other coverage at its expense providing substantially similar benefits. If the Executive is covered by a split-dollar or similar life insurance program at the date of termination, he shall have the option in his sole discretion to have such policy transferred to him upon termination, provided that the Company is paid for its interest m the policy upon such transfer.

(d) Outplacement Services. The Company shall provide the Executive with outplacement services by a firm selected by the Executive, at the expense of the Company, in an amount up to $25,000.

(e) No Mitigation Obligation. The Company hereby acknowledges that it will be difficult and may be impossible for the Executive to find reasonably comparable employment following termination of Executive's employment by the Company and that the non-solicitation covenant contained in Section 6 may further limit the employment opportunities for the Executive. Accordingly, the payment of the compensation and benefits by the Company to the Executive in accordance with the terms of this Agreement is hereby acknowledged by the Company to be reasonable, and the Executive will not be required to mitigate the amount of any payment provided for this Agreement by seeking other employment or otherwise, nor will any profits, income, earnings or other benefits from any source whatsoever create any mitigation, offset, reduction or any other obligation on the part of the Executive hereunder or otherwise, except as expressly provided in the first sentence of Section 4(c).

5. Parachute Payments.

Notwithstanding anything contained in this Agreement to the contrary, in the event that the compensation and benefits provided for in this Agreement to Executive together with all other payments and the value of any benefit received or to be received by Executive:

(a) constitute "parachute payments" within the meaning of Section 280G of the Code, and

(b) but for this Section, would be subject to the excise tax imposed by Section 4999 of the Code, the Executive's compensation and benefits pursuant to the terms of this Agreement shall be payable either:

(i) in full, or

(ii) in such lesser amount which would result in no portion of such compensation and benefits being subject to excise tax under Section 4999 of the Code, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, results in the receipt by Executive on an after-tax basis, of the greatest amount of compensation and benefits under this Agreement, notwithstanding that all or some portion of such compensation and benefits may be subject to the excise tax imposed under Section 4999 of the Code. Unless the Company and Executive otherwise agree in writing, any determination required under this Section 5 shall be made in writing by the Company's independent public accountants serving immediately before the Change in Control (the "Accountants"), whose determination shall be conclusive and binding upon Executive and the Company for all purposes. For purposes of making the calculations required by this Section 5, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable good faith interpretations concerning the applications of Section 280G and 4999 of the Code. The Company shall cause the Accountants to provide detailed supporting calculations of its determination to Executive and the Company. Executive and the Company shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section. The Company shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section 5.

6. Obligation Not to Solicit.

(a) Executive hereby agrees that while Executive is receiving compensation and benefits under this Agreement, Executive shall not in any manner attempt to induce or assist others to attempt to induce any officer, employee, customer or client of the Company to terminate its association with the Company, nor do anything directly or indirectly to interfere with the relationship between the Company and any such persons or concerns.

(b) In the event that the Executive engages in any activity in violation of Section 6(a), all compensation and benefits described in Section 4 shall immediately cease.

7. Confidentiality. The terms of this Agreement are to be of the highest confidentiality. In order to insure and maintain such confidentiality, it is agreed that neither party, including all persons and entities under a party's control, shall, directly or indirectly, publicize or disclose to third persons the terms of this Agreement or the substance of negotiations with respect to it; provided, however, that nothing herein shall be construed to prevent disclosures which are reasonably necessary to enforce the terms of this Agreement or which are otherwise required by law to be made to governmental agencies or others; moreover, nothing herein shall be construed to prevent the parties hereto, or their attorneys, from making such disclosures for legitimate business purposes to their respective insurers, financial institutions, accountants and attorneys or, in the case of a corporation, limited liability company or partnership, to its respective officers, directors, employees, managers, members and agents or any of its respective subsidiaries, group or divisions, provided that each such recipient of such disclosures agrees to be bound by the requirements concerning disclosure of confidential information as set forth in this Paragraph 7.

8. Settlement of Disputes; Arbitration. (a) All disputes arising under or in connection with this Agreement, shall be submitted to binding arbitration in Los Angeles County before an arbitrator selected by mutual agreement of the parties. If the parties are unable to agree mutually on an arbitrator within thirty (30) days after a written demand for arbitration is made, the matter shall be submitted to JAMS/ENDISPUTE ("JAMS") or successor organization for binding arbitration in Los Angeles County by a single arbitrator who shall be a former California Superior Court judge. The arbitrator shall be selected by JAMS in an impartial manner determined by it. Except as may be otherwise provided herein, the arbitration shall be conducted under the California Arbitration Act, Code of Civil Procedure 1280 et seq. The parties shall have the discovery rights provided in Code of Civil Procedure 1283.05 and 1283.1. The arbitration hearing shall be commenced within ninety (90) days of the appointment of the arbitrator, and a decision shall be rendered by the arbitrator within thirty (30) days of the conclusion of the hearing. The arbitrator shall have complete authority to render any and all relief, legal and equitable, appropriate under California law, including the award of punitive damages where legally available and warranted. The arbitrator shall award costs of the proceeding, including reasonable attorneys' fees, to the party or parties determined to have substantially prevailed, but such award for attorneys' fees shall not exceed One Hundred Thousand Dollars ($100,000). Judgment on the award can be entered in a court of competent jurisdiction.

(b) The foregoing notwithstanding, if the amount in controversy exceeds $200,000, exclusive of attorneys' fees and costs, the matter shall be litigated in the Los Angeles County Superior Court as a regular civil action except that a former California Superior Court Judge selected by JAMS in an impartial manner shall be appointed as referee to determine, sitting without a jury (a jury being waived by all parties hereto), all issues pursuant to California Code of Civil Procedure 638(1). Judgment entered on the decision of the referee shall be appealable as a judgment of the Superior Court. The prevailing party shall be entitled to receive its reasonable attorneys' fees and costs from the other party, but such award for attorneys' fees shall not exceed One Hundred Thousand Dollars ($100,000).

9. Miscellaneous.

(a) Notices. Any notice or other communication required or permitted under this Agreement shall be effective only if it is in writing and shall be deemed to have been duly given when delivered personally or seven days after mailing if mailed first class by registered or certified mail, postage prepaid, addressed as follows:

If to the Company: Farmer Bros. Co
20333 South Normandie Avenue
Torrance, CA 90502
Attn:

with a copy to: John M. Anglin, Esq.
Anglin, Flewelling, Rasmussen, Campbell & Trytten LLP
199 South Los Robles Avenue, Suite 600
Pasadena, CA 91101-2459

If to the Executive: ___________________________

or to such other address as any party may designate by notice to the others.

(b) Assignment. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective executors, administrators, heirs, personal representatives, and successors, but, except as hereinafter provided, neither this Agreement nor any right hereunder may be assigned or transferred by either party thereto, or by any beneficiary or any other person, nor be subject to alienation, anticipation, sale, pledge, encumbrance, execution, levy, or other legal process of any kind against the Executive, his beneficiary or any other person. Notwithstanding the foregoing, any person or business entity succeeding to substantially all of the business of the Company by purchase, merger, consolidation, sale of assets, or otherwise, shall be bound by and shall adopt and assume this Agreement and the Company shall cause the assumption of this Agreement by such successor. If Executive shall die while any amount would still be payable to Executive hereunder (other than amounts that, by their terms, terminate upon the death of Executive) if Executive had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the executors, personal representatives or administrators of Executive's estate.

(c) No Obligation to Fund. The agreement of the Company (or its successor) to make payments to the Executive hereunder shall represent solely the unsecured obligation of the Company (and its successor), except to the extent the Company (or its successors) in its sole discretion elects in whole or in part to fund its obligations under this Agreement pursuant to a trust arrangement or otherwise.

(d) Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California.

(e) Amendment. This Agreement may only be amended by a written instrument signed by the parties hereto, which makes specific reference to this Agreement.

(f) Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

(g) Withholding. The Company shall have the right to withhold any and all local, state and federal taxes which may be withheld in accordance with applicable law.

(h) Other Benefits. Nothing in this Agreement shall limit or replace the compensation or benefits payable to Executive, or otherwise adversely affect Executive's rights, under any other benefit plan, program, or agreement to which Executive is a party.

(i) Employment Rights. Nothing expressed or implied in this Agreement will create any right or duty on the part of the Company or the Executive to have the Executive remain in the employment of the Company or any Subsidiary prior to or following any Change in Control. Executive agrees that he is strictly an at will employee of the Company.

[Signatures Follow]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed on its behalf by its duly authorized officers and the Executive has hereunder set his hand, as of the date first above written.

"COMPANY"

Farmer Bros. Co., a Delaware corporation

By: ______________________

Name: ______________________

Title: ______________________

By: ______________________

Name: ______________________

Title:______________________

"EXECUTIVE"

____