

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

FORM 8-K
CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): **October 3, 2013**

Farmer Bros. Co.
(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-34249
(Commission File Number)

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

20333 South Normandie Avenue, Torrance, California
(Address of Principal Executive Offices)

90502
(Zip Code)

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

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

On October 3, 2013, Farmer Bros. Co., a Delaware corporation (the "Company"), entered into a Letter Agreement regarding Waiver of Event of Default (the "Waiver Agreement") in connection with the Amended and Restated Loan and Security Agreement, dated September 12, 2011, as amended (the "Loan Agreement"), among the Company and its wholly-owned subsidiary, Coffee Bean International, Inc., as Borrowers, certain of the Company's other subsidiaries, as Guarantors, the lenders ("Lenders") party thereto, and Wells Fargo Bank, National Association ("Wells Fargo"), as Agent for and on behalf of the Lenders. Pursuant to the Waiver Agreement, Agent and the Lenders agreed to waive the event of default arising under the Loan Agreement as a result of the Company's failure to furnish, in a timely manner, its audited consolidated financial statements and unaudited consolidating financial statements, and the accompanying notes thereto, together with the unqualified opinion of independent certified public accountants with respect to the audited consolidated financial statements, for the fiscal year ended June 30, 2013; provided that the Company furnish to Agent such financial information not later than October 15, 2013. Failure to furnish such financial information on or before such date will constitute an event of default under the Loan Agreement.

The foregoing description of the Waiver Agreement does not purport to be complete and is qualified in its entirety by reference to the Waiver Agreement, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference, and the Loan Agreement, a copy of which was filed as Exhibit 10.12 to the Company's Annual Report on Form 10-K for the fiscal year ended June 30, 2011 filed with the Securities and Exchange Commission ("SEC") on September 12, 2011.

Item 3.01. Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

On October 3, 2013, the Company received a notification letter ("NASDAQ Letter") from the Listing Qualifications Department of the NASDAQ Stock Market LLC ("NASDAQ") advising the Company that it is not in compliance with NASDAQ Listing Rule 5250(c)(1) for continued listing due to the Company's failure to file with the Securities and Exchange Commission its Annual Report on Form 10-K for the fiscal year ended June 30, 2013 on a timely basis. The NASDAQ Letter was anticipated given the Company's inability to complete its previously announced restatement of certain prior period financial statements necessary in order to file its Annual Report on Form 10-K for the fiscal year ended June 30, 2013 by the September 30, 2013 deadline under Rule 12b-25 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The NASDAQ Letter was issued in accordance with standard NASDAQ procedures and has no immediate effect on the listing or trading of the Company's common stock on the NASDAQ Global Market.

The NASDAQ Letter indicated that the Company has until December 2, 2013 to submit a plan explaining how it expects to regain compliance. If NASDAQ approves the Company's plan, it can grant the Company an extension of up to 180 calendar days from the due date of the Form 10-K (or until March 31, 2014) to regain compliance.

Item 7.01. Regulation FD Disclosure.

The Company issued a press release on October 4, 2013, disclosing its receipt of the NASDAQ Letter. A copy of the press release is furnished herewith as Exhibit 99.1.

The information set forth in this Item 7.01 of Form 8-K is furnished pursuant to Item 7.01 and shall not be deemed "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that section, nor shall such information be deemed incorporated by reference in any filing under the Securities Act of 1933 or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

Forward-Looking Statements

Certain statements contained in this report are not based on historical facts 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," "estimates," "projects," "expects," "plans," "believes," "intends," "will," "assumes" and other words of similar meaning. These statements are subject to risks and uncertainties which may cause actual results to differ materially from those stated in this report. These risks and uncertainties include the risk that additional information may become available in preparing and auditing the Company's financial statements which would require the Company to make additional corrections, the ramifications of the Company's inability to timely file periodic and other reports with the SEC, the Company's ability to regain compliance under the NASDAQ listing rules, the risk of litigation or governmental investigations or proceedings relating to these matters, the implications under the Loan Agreement of failing to perform as and when required in the Waiver Agreement

and the implications under the Loan Agreement of failing to comply with the terms thereof. Certain risks and uncertainties related to the Company’s business are or will be described in greater detail in the Company’s filings with the SEC. Owing to the uncertainties inherent in forward-looking statements, actual results could differ materially from those set forth in forward-looking statements. The Company intends these forward-looking statements to speak only at the time of this report and does 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.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Letter Agreement regarding Waiver of Event of Default, dated October 3, 2013, by and among Farmer Bros. Co. and Coffee Bean International, Inc., as Borrowers, Coffee Bean Holding Co., Inc. and FBC Finance Company, as Guarantors, the Lenders party thereto, and Wells Fargo Bank, National Association, as Agent.
99.1	Press release of Farmer Bros. Co. dated October 4, 2013

SIGNATURE

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 hereunto duly authorized.

Date: October 4, 2013

FARMER BROS. CO.

By: /s/ Mark J. Nelson

Mark J. Nelson

Treasurer and Chief Financial Officer

EXHIBIT INDEX

Exhibit No.	Description
10.1	Letter Agreement regarding Waiver of Event of Default, dated October 3, 2013, by and among Farmer Bros. Co. and Coffee Bean International, Inc., as Borrowers, Coffee Bean Holding Co., Inc. and FBC Finance Company, as Guarantors, the Lenders party thereto, and Wells Fargo Bank, National Association, as Agent.
99.1	Press release of Farmer Bros. Co. dated October 4, 2013

FARMER BROS. CO.
20333 South Normandie Avenue
Torrance, CA 90502

October 3, 2013

Wells Fargo Bank, National Association,
successor by merger to Wachovia Bank,
National Association, as Agent and a Lender
251 South Lake Avenue, Suite 900
Pasadena, California 91101
Attention: Portfolio Manager

Re: Waiver of Event of Default

Ladies and Gentlemen:

Wells Fargo Bank, National Association, successor by merger to Wachovia Bank, National Association, as agent (in such capacity, "Agent") for and on behalf of the lenders ("Lenders") party to the Loan Agreement (as hereinafter defined) and Lenders have made and may make loans and advances and provide other financial accommodations to Farmer Bros. Co., a Delaware corporation (as surviving corporation of the merger with FBC Realty, LLC formerly known as SL Realty, LLC, a Delaware limited liability company, "Farmer") and Coffee Bean International, Inc., an Oregon corporation ("CBI" and together with Farmer, each individually a "Borrower" and collectively, "Borrowers"), pursuant to the Amended and Restated Loan and Security Agreement, dated September 12, 2011, by and among Agent, Lenders, Borrowers and Coffee Bean Holding Co., Inc., a Delaware corporation ("Coffee Holding"), FBC Finance Company, a California corporation ("Finance" and together with Coffee Holding, each individually a "Guarantor" and collectively, "Guarantors"), as amended (as the same now exists or may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"), and the other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"). All capitalized terms used herein shall have the meaning assigned thereto in the Loan Agreement, unless otherwise defined herein.

Borrowers and Guarantors have requested that Agent and Required Lenders waive an Event of Default, and Agent and Required Lenders are willing to agree to such waiver, subject to the terms and conditions set forth herein.

Accordingly, Agent, Required Lenders, Borrowers and Guarantors hereby agree as follows:

1. Waiver of Event of Default. Subject to the satisfaction of each of the conditions precedent set forth herein, Agent and Required Lenders hereby waive the Event of Default (the "Specified Event of Default") arising under Section 10.1(a)(iii) of the Loan Agreement as a result of the failure of Borrowers to furnish or cause to be furnished to Agent, audited consolidated financial statements and unaudited consolidating financial statements of Parent and its Subsidiaries (including in each case balance sheets, statements of income and loss, statements of cash flow and statements of stockholders' equity), and the accompanying notes thereto, together with the unqualified opinion of independent certified public accountants with respect to the audited consolidated financial statements, with respect to their fiscal year ended June 30, 2013, in accordance with Section 9.6(a)(iii) of the Loan Agreement (collectively, the "Annual Financial Reporting"); provided, that, Borrowers shall furnish or cause to be furnished to Agent the Annual Financial Reporting not later than October 15, 2013, in all respects in accordance with the provisions of Section 9.6(a)(iii) of the Loan Agreement applicable thereto. Failure to so furnish the Annual Financial Reporting on or before such date shall constitute an Event of Default under the Loan Agreement

2. Effect of Waivers. Agent and Lenders have not waived and are not by this agreement waiving, and have no present intention of waiving, any other Event of Default, which may have occurred prior to the date hereof, or may be continuing on the date hereof or any Event of Default which may occur after the date hereof, other than the Specified Event of Default, whether the same or similar to the Specified Event of Default, or otherwise. Agent and Lenders reserve the right, in their discretion, to exercise any or all of its or their rights and remedies arising under the Financing Agreements, applicable law or otherwise, as a result of any other Event of Default which may have occurred prior to the date hereof, or is continuing on the date hereof, or any Event of Default which may occur after the date hereof, whether the same or similar to the Specified Event of Default.

3. Representations, Warranties and Covenants. Borrowers and Guarantors represent, warrant and covenant with and to Agent and Lenders as follows, which representations, warranties and covenants are continuing and shall survive the execution and delivery hereof, the truth and accuracy of, or compliance with each, together with the representations, warranties and covenants in the Loan Agreement and the other Financing Agreements, being a continuing condition of the making or providing of any Loans by Lenders to Borrowers:

(a) this letter agreement has been duly executed and delivered by Borrowers and Guarantors and the agreements and obligations of Borrowers and Guarantors contained herein constitute legal, valid and binding obligations of Borrowers and Guarantors enforceable against Borrowers and Guarantors in accordance with their respective terms; and

(b) after giving effect to the waiver of the Specified Event of Default, no Default or Event of Default has occurred and is continuing, including without limitation any default in the payment of principal, interest or fees under the Financing Agreements.

4. Conditions Precedent. The waiver contained herein shall only be effective upon the satisfaction of each of the following conditions precedent in a manner satisfactory to Agent:

(a) Agent shall have received executed original counterparts of this letter agreement, duly authorized, executed and delivered by Required Lenders, Borrowers and Guarantors; and

(b) after giving effect to the waiver of the Specified Event of Default, no Default or Event of Default has occurred and is continuing, including without limitation any default in the payment of principal, interest or fees under the Financing Agreements.

5. Binding Effect. This letter agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

6. Governing Law. The validity, interpretation and enforcement of this letter agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of California but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of California.

7. Counterparts. This letter agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this letter agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this letter agreement. Any party delivering an executed counterpart of this letter agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart of this letter agreement, but the failure to do so shall not affect the validity, enforceability, and binding effect of this letter agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

By the signature hereto of their duly authorized officers, the parties hereto agree as set forth herein.

Very truly yours,

BORROWERS:

FARMER BROS. CO.

By: /s/ Mark Nelson

Name: Mark Nelson

Title: Treasurer and Chief Financial Officer

COFFEE BEAN INTERNATIONAL, INC.

By: /s/ Mark Nelson

Name: Mark Nelson

Title: Chief Financial Officer

[SIGNATURES CONTINUE ON NEXT PAGE]

GUARANTORS:

COFFEE BEAN HOLDING CO., INC.

By: /s/ Mark Nelson

Name: Mark Nelson

Title: Treasurer and Chief Financial Officer

FBC FINANCE COMPANY

By: /s/ Mark Nelson

Name: Mark Nelson

Title: Treasurer

AGREED:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as
successor by merger to Wachovia Bank, National Association, as
Agent and a Lender

By: /s/ Dennis A. King

Name: Dennis A. King

Title: Vice President

JPMORGAN CHASE BANK, N.A., as a Lender

By: /s/ Jeannette M. Behm

Name: Jeannette M. Behm

Title: Authorized Officer



FARMER BROS. CO. RECEIVES NASDAQ NOTIFICATION LETTER

TORRANCE, Calif.--(GLOBE NEWSWIRE)—October 4, 2013--Farmer Bros. Co. (NASDAQ: FARM) (the "Company"), a manufacturer, wholesaler and distributor of coffee, tea and culinary products, today announced today that it received on October 3, 2013, a notification letter ("NASDAQ Letter") from the Listing Qualifications Department of the NASDAQ Stock Market LLC ("NASDAQ") advising the Company that, due to its failure to file with the Securities and Exchange Commission its Annual Report on Form 10-K for the fiscal year ended June 30, 2013 on a timely basis, the Company is not in compliance with NASDAQ Listing Rule 5250(c)(1). The NASDAQ Letter was anticipated given the Company's inability to complete its previously announced restatement of certain prior period financial statements necessary in order to file its Annual Report on Form 10-K for the fiscal year ended June 30, 2013 by the September 30, 2013 deadline under Rule 12b-25 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The NASDAQ Letter was issued in accordance with standard NASDAQ procedures and has no immediate effect on the listing or trading of the Company's common stock on the NASDAQ Global Market. The NASDAQ Letter indicated that the Company has 60 calendar days from the date of the letter (or until December 2, 2013) to submit a plan to NASDAQ explaining how the Company expects to regain compliance. If NASDAQ approves the Company's plan, it can grant the Company an extension of up to 180 calendar days from the due date of the Form 10-K (or until March 31, 2014) to regain compliance.

Forward-Looking Statements

Certain statements contained in this press release are not based on historical facts 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," "estimates," "projects," "expects," "plans," "believes," "intends," "will," "assumes" and other words of similar meaning. These statements are subject to risks and uncertainties which may cause actual results to differ materially from those stated in this press release. These risks and uncertainties include the risk that additional information may become available in preparing and auditing the Company's financial statements which would require the Company to make additional corrections, the ramifications of the Company's inability to timely file periodic and other reports with the SEC, the Company's ability to regain compliance under the NASDAQ

listing rules, the risk of litigation or governmental investigations or proceedings relating to these matters, and the implications under the Company's credit facility of failing to comply with the terms thereof. Certain risks and uncertainties related to the Company's business are or will be described in greater detail in the Company's filings with the SEC. Owing to the uncertainties inherent in forward-looking statements, actual results could differ materially from those set forth in forward-looking statements. The Company intends these forward-looking statements to speak only at the time of this press release and does 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.

About Farmer Bros. Co.

Founded in 1912, Farmer Bros. Co. is a manufacturer, wholesaler and distributor of coffee, tea and culinary products. The Company is a direct distributor of coffee to restaurants, hotels, casinos, offices, quick service restaurants ("QSR's"), convenience stores, healthcare facilities and other foodservice providers, as well as private brand retailers in the QSR, grocery, drugstore, restaurant, convenience store, and independent coffee house channels. The Company's product lines include roasted coffee, liquid coffee, coffee-related products such as coffee filters, sugar and creamers, assorted iced and hot teas, cappuccino, cocoa, spices, gelatins and puddings, soup bases, dressings, gravy and sauce mixes, pancake and biscuit mixes, and jellies and preserves. The Company's primary brands include Farmer Brothers[®], Artisan Collection by Farmer Brothers[™], Superior[®], Metropolitan[™] by Farmer Brothers, Cain's[®] and McGarvey[®]. For more information, visit: www.farmerbros.com.

Source: Farmer Bros. Co.

Mark Nelson (310) 787-5241