

**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 13, 2014**

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 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) Effective October 13, 2014, Farmer Bros. Co., a Delaware corporation (the "Company"), and Thomas W. Mortensen entered into Amendment No. 1 ("Amended Agreement") to the Mortensen Employment Agreement dated April 4, 2012 ("Existing Agreement"), pursuant to which Mr. Mortensen's annual base salary was increased to \$270,300 effective as of September 1, 2014. Mr. Mortensen's annual base salary can be adjusted upward or downward by the Company from time to time but shall not be reduced below \$250,000 per annum. In addition, the Amended Agreement increases the Applicable Percentage of Mr. Mortensen's Target Award as defined in the Company's 2005 Incentive Compensation Plan, or any successor plans that are in effect and in which one or more of the Company's other executive officers also participate, to fifty-five percent (55%) of Mr. Mortensen's base annual salary from fifty percent (50%) of his base annual salary. The Applicable Percentage can be adjusted upward or downward by the Company from time to time but shall not be reduced below 50%. The revised Applicable Percentage shall apply as of July 1, 2014 (for the entirety of fiscal 2015).

The foregoing description does not purport to be complete and is qualified in its entirety by the full text of the Amended Agreement, a copy of which is filed herewith as Exhibit 10.1 and incorporated herein by reference.

Item 8.01. Other Events.

Director Compensation

On October 13, 2014, the Board of Directors of the Company approved the following fiscal 2015 non-employee director compensation:

- an annual retainer of \$37,000 per year, payable quarterly in advance; and
- an annual grant of restricted stock under the Farmer Bros. Co. Amended and Restated 2007 Long-Term Incentive Plan having a value equal to \$30,000, each such grant to vest over three years in equal annual installments, subject to the non-employee director's continued service to the Company through each vesting date.

Each non-employee director also will receive: (i) a fee of \$2,000 for each meeting of the Board attended; (ii) a fee of \$2,500 for each meeting of the Compensation Committee or Audit Committee attended; and (iii) a fee of \$2,000 for each meeting of the Nominating Committee attended; provided, if more than one meeting (Board or committee) is held and attended on the same day, the maximum meeting fees are \$4,500. In addition, the Chairman of the Board will receive an additional annual retainer of \$20,000, the Chairman of the Audit Committee will receive an additional annual retainer of \$15,000, and the Chairman of the Compensation Committee will receive an additional annual retainer of \$7,500.

The annual grant of restricted stock pursuant to the compensation arrangements described above will be made each year on the date on which the Company holds its annual meeting of stockholders or such other date as the Board may determine. The number of shares of Common Stock to be received in the grant of restricted stock will be based on the closing price per share of the Company's Common Stock on the date such grant is made.

The Company also reimburses all directors for reasonable travel expenses from outside the greater Los Angeles area, in accordance with Company policy, incurred in connection with attendance at Board and committee meetings.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment No. 1 to Employment Agreement, effective as of September 1, 2014, by and between Farmer Bros. Co. and Thomas W. Mortensen*

*Management contract or compensatory plan or arrangement

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.

Dated: October 16, 2014

FARMER BROS. CO.

By: /s/ MARK J. NELSON

Mark J. Nelson

Treasurer and Chief Financial Officer

Exhibit Index

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AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT
(Farmer Bros. Co./Mortensen)

This AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT, dated as of September 1, 2014 (this "**Amendment**"), between FARMER BROS. CO., a Delaware Corporation (the "**Company**"), and THOMAS W. MORTENSEN ("**Mortensen**", and together with Company, the "**Parties**", and each, a "**Party**").

WHEREAS, the Parties have entered into that certain Employment Agreement (Farmer Bros. Co./Mortensen), dated as of April 4, 2012 (the "**Existing Agreement**"); and

WHEREAS, the Parties hereto desire to amend the Existing Agreement to conform to changes to compensation authorized by the Company's Compensation Committee, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.
2. Amendments to the Existing Agreement. As of the Effective Date (defined below), the Existing Agreement is hereby amended or modified as follows:

(a) Section 4 of the Existing Agreement is hereby amended in its entirety to read as follows:

"Base Salary: Mortensen shall receive an annual base salary of \$270,300 payable in accordance with the Company's normal payroll practice. The annual base salary amount shall be reviewed annually by the Company and can be adjusted upward or downward by the Company from time to time but shall not be reduced below \$250,000 per annum."

(b) Section 5 of the Existing Agreement is hereby amended in its entirety to read as follows:

“Bonuses: Mortensen shall be entitled to participate in the Company’s 2005 Incentive Compensation Plan or any successor plan (“Plan”) each year, commencing with the Company’s 2013 fiscal year, so long as the Plan remains in effect and one or more of the Company’s other executive officers who are full-time Company employees (“Senior Executives”) also participate. Under the terms of the Plan, the Compensation Committee will, in its discretion, determine the Performance Criteria, as defined in the Plan, and all other variables by which Mortensen’s bonus for such year under the Plan will be measured. The Target Award, as defined in the Plan, shall be an amount equal to fifty-five percent (55%) (the “Applicable Percentage”) of Mortensen’s base annual salary. The Applicable Percentage can be adjusted upward or downward by the Company from time to time but shall not be reduced below 50%. Except as provided otherwise in this Section 5, Mortensen’s participation in the Plan is subject to all Plan terms and conditions. Under the terms of the Plan, no bonus is earned until awarded by the Compensation Committee after completion of the fiscal year, and the Compensation Committee may, in its discretion, reduce, entirely eliminate or increase the bonus indicated by the Performance Criteria and other Plan factors. Mortensen acknowledges receipt of a copy of the Plan.”

This revised Applicable Percentage shall apply for the entirety of fiscal year 2015.

3. Date of Effectiveness; Limited Effect. This Amendment will become effective as of the date on which the Company’s Board of Directors approves this Amendment (the "**Effective Date**"). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. On and after the Effective Date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein" or words of like import, and each reference to the Existing Agreement in any other agreements, documents or instruments executed and delivered pursuant to, or in connection with, the Existing Agreement, will mean and be a reference to the Existing Agreement as amended by this Amendment.

4. Miscellaneous.

(a) This Amendment is governed by, and construed in accordance with, the laws of the State of California, without regard to the conflict of laws provisions of such State.

(b) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

“Company”
FARMER BROS. CO.,
a Delaware Corporation

By: /s/ Michael H. Keown
Name: Michael H. Keown
Title: President and Chief Executive Officer

“Mortensen”

/s/ Thomas W. Mortensen
Name: Thomas W. Mortensen