

FARMER BROTHERS CO
Form DFAN14A
September 29, 2016

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 14A

(Rule 14a-101)

INFORMATION REQUIRED IN PROXY STATEMENT

SCHEDULE 14A INFORMATION

Proxy Statement Pursuant to Section 14(a) of The Securities Exchange Act of 1934

(Amendment No.)

Filed by the Registrant

Filed by a Party other than the Registrant

Check the appropriate box:

Preliminary Proxy Statement

Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))

Definitive Proxy Statement

Definitive Additional Materials

Soliciting Material Under Rule
14a-12

FARMER BROS. CO.
(Name of Registrant as Specified in Its Charter)

CAROL FARMER WAITE

CAROL L. WAITE TRUST

1964 JEANNE ANN FARMER GROSSMAN TRUST

1964 RICHARD FRANCIS FARMER TRUST

1964 ROY EDWARD FARMER TRUST

1964 CAROL LYNN FARMER WAITE TRUST

1969 ROY EDWARD FARMER TRUST

1969 JEANNE ANN FARMER TRUST

1969 RICHARD FRANCIS FARMER TRUST

1969 CAROL LYNN FARMER WAITE TRUST

1969 ROY F. FARMER TRUST

1969 EMILY MARJORIE FARMER TRUST

1972 ROY EDWARD FARMER TRUST

1972 CAROL LYNN FARMER WAITE TRUST

1972 JEANNE ANNE FARMER GROSSMAN TRUST

1972 RICHARD FRANCIS FARMER

1972 ROY F. FARMER TRUST

1972 EMILY MARJORIE FARMER TRUST

1987 ROY F. FARMER TRUST I

1987 ROY F. FARMER TRUST II

1987 ROY F. FARMER TRUST III

1987 ROY F. FARMER TRUST IV

1988 ROY F. FARMER TRUST I

FARMER INSURANCE TRUST

1984 JONATHAN MICHAEL WAITE TRUST

THE 2012 WAITE TRUST

2012 GROSSMAN IRREVOCABLE TRUST

AUSTIN WAITE

EMILY WAITE

JONATHAN MICHAEL WAITE

SUZANNA WAITE

SCOTT GROSSMAN

BRETT GROSSMAN

BRYNN GROSSMAN

TOM MORTENSEN

JOHN SAMORE, JR.,

JENNIFER GONZALEZ-YOUSEF

(Name of Persons(s) Filing Proxy Statement, if Other Than the Registrant)

Payment of Filing Fee (Check the appropriate box):

No fee required.

Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.

(1) Title of each class of securities to which transaction applies:

(2) Aggregate number of securities to which transaction applies:

(3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):

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(2) Form, Schedule or Registration Statement No.:

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(4) Date Filed:

Save Farmers Bros., a group that consists of Carol Farmer Waite, Carol L. Waite Trust, 1964 Jeanne Ann Farmer Grossman Trust, 1964 Richard Francis Farmer Trust, 1964 Roy Edward Farmer Trust, 1964 Carol Lynn Farmer Waite Trust, 1969 Roy Edward Farmer Trust, 1969 Jeanne Ann Farmer Trust, 1969 Richard Francis Farmer Trust, 1969 Carol Lynn Farmer Waite Trust, 1969 Roy F. Farmer Trust, 1969 Emily Marjorie Farmer Trust, 1972 Roy Edward Farmer Trust, 1972 Carol Lynn Farmer Waite Trust, 1972 Jeanne Anne Farmer Grossman Trust, 1972 Richard Francis Farmer, 1972 Roy F. Farmer Trust, 1972 Emily Marjorie Farmer Trust, 1987 Roy F. Farmer Trust I, 1987 Roy F. Farmer Trust II, 1987 Roy F. Farmer Trust III, 1987 Roy F. Farmer Trust IV, 1988 Roy F. Farmer Trust I, Farmer Insurance Trust, 1984 Jonathan Michael Waite Trust, the 2012 Waite Trust, 2012 Grossman Irrevocable Trust, Austin Waite, Emily Waite, Jonathan Michael Waite, Suzanna Waite, Scott Grossman, Brett Grossman, Brynn Grossman, Tom Mortensen, John Samore, Jr., and Jennifer Gonzalez-Yousef , intends to make a preliminary filing with the Securities and Exchange Commission of a proxy statement and an accompanying WHITE proxy card to be used to solicit votes for the election of a slate of director nominees at the upcoming 2016 annual meeting of stockholders of Farmer Bros. Co., a Delaware corporation.

Item 1: On September 29, 2016, Save Farmer Bros. issued an Investor Presentation, a copy of which is attached hereto as Exhibit 1.

Item 2: On September 29, 2016, Save Farmer Bros. issued the following press release:

Save Farmer Bros. Files Detailed Investor Presentation on Farmer Bros.

Calls on the Board to Form Special Committee to Explore All Reasonable Options Available to Maximize Shareholder Value

Launches Website at www.SaveFarmerBros.com

Fort Worth, Texas, September 29, 2016 – Save Farmer Bros. announced today that it has released a detailed investor presentation in relation to its long-term investment in Farmer Bros. Co. (NASDAQ:FARM) and launched a website at www.SaveFarmerBros.com.

The investor presentation is available for download at the following link:
[www.SaveFarmerBros.com/downloads/Save_Farmer_Bros-Investor_Presentation_\(September_2016\).pdf](http://www.SaveFarmerBros.com/downloads/Save_Farmer_Bros-Investor_Presentation_(September_2016).pdf).

Investor Contact:

Okapi Partners LLC

Bruce H. Goldfarb / Patrick McHugh / Charles Garske

212-297-0720

info@okapipartners.com

CERTAIN INFORMATION CONCERNING THE PARTICIPANTS

Carol Farmer Waite, together with the other the participants named herein (collectively, “Save Farmer Bros.”) intends to file a preliminary proxy statement and accompanying proxy card with the Securities and Exchange Commission (“SEC”) to be used to solicit votes for the election of their slate of three highly-qualified director nominees at the 2016 annual meeting of stockholders of Farmer Bros. Co., a Delaware corporation (the “Company”).

SAVE FARMER BROS. STRONGLY ADVISES ALL STOCKHOLDERS OF THE COMPANY TO READ THE PROXY STATEMENT AND OTHER PROXY MATERIALS AS THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION. SUCH PROXY MATERIALS WILL BE AVAILABLE AT NO CHARGE ON THE SEC’S WEB SITE AT [HTTP://WWW.SEC.GOV](http://www.sec.gov). IN ADDITION, THE PARTICIPANTS IN THIS PROXY SOLICITATION WILL PROVIDE COPIES OF THE PROXY STATEMENT WITHOUT CHARGE, WHEN AVAILABLE, UPON REQUEST. REQUESTS FOR COPIES SHOULD BE DIRECTED TO THE PARTICIPANTS’ PROXY SOLICITOR.

The participants in the proxy solicitation are anticipated to be the Carol L. Waite Trust, Tom Mortensen, John Samore, Jr., Jennifer Gonzalez-Yousef, 1964 Jeanne Ann Farmer Grossman Trust (the “JAF Trust”), 1964 Richard Francis Farmer Trust (the “RAF Trust”), 1964 Roy Edward Farmer Trust (the “Roy E Trust”), 1964 Carol Lynn Farmer Waite Trust (the “1964 Carol Waite Trust”), 1969 Roy Edward Farmer Trust (the “1969 Roy E Trust”), 1969 Jeanne Ann Farmer Trust (the “1969 JAF Trust”), 1969 Richard Francis Farmer Trust (the “1969 RAF Trust”), 1969 Carol Lynn Farmer Waite Trust (the “1969 Carol Waite Trust”), 1969 Roy F. Farmer Trust, 1969 Emily Marjorie Farmer Trust (the “1969 Emily Farmer Trust”), 1972 Roy Edward Farmer Trust (the “1972 Roy E Trust”), 1972 Carol Lynn Farmer Waite Trust (the “1972 Carol Waite Trust”), 1972 Jeanne Anne Farmer Grossman Trust (the “1972 JAF Trust”), 1972 Richard Francis Farmer (the “1972 RAF Trust”), 1972 Roy F. Farmer Trust, 1972 Emily Marjorie Farmer Trust (the “1972 Emily Farmer Trust”), 1987 Roy F. Farmer Trust I, (the “1987 I Roy F. Farmer Trust”), 1987 Roy F. Farmer Trust II (the “1987 II Roy F. Farmer Trust”), 1987 Roy F. Farmer Trust III (the “1987 III Roy F. Farmer Trust”), 1987 Roy F. Farmer Trust IV, (the “1987 IV Roy F. Farmer Trust”), 1988 Roy F. Farmer Trust I, Farmer Insurance Trust (the “Farmer Insurance Trust”), 1984 Jonathan Michael Waite Trust (the “1984 Jonathan Trust”), The 2012 Waite Trust, 2012 Grossman Irrevocable Trust (the “2012 Grossman Trust”), Ms. Waite, Austin Waite, Emily Waite, Jonathan Michael Waite, Suzanna Waite, Scott Grossman, Brett Grossman, and Brynn Grossman.

As of the date hereof, the participants beneficially own 4,437,584 shares of common stock, \$1.00 par value per share, of the Company (the "Common Stock"). As of the date hereof, Ms. Waite, directly owns beneficial owner of 3,832,964 shares of Common Stock, of which Ms. Waite holds (i) sole voting and dispositive power related to 1,355,236 shares and (ii) shared voting and dispositive power related to 2,477,728 shares of Common Stock. As of the date hereof, the Carol L. Waite Trust directly beneficially owns 937,250 shares of Common Stock. As of the date hereof, the JAF Trust directly beneficially owns 321,750 shares of Common Stock. As of the date hereof, the RAF Trust directly beneficially owns 321,750 shares of Common Stock. As of the date hereof, the Roy E. Trust directly beneficially owns 321,750 shares of Common Stock. As of the date hereof, the 1964 Carol Wait Trust directly beneficially owns 321,750 shares of Common Stock. As of the date hereof, the 1969 Roy E Trust directly beneficially owns 77,960 shares of Common Stock. As of the date hereof, the 1969 JAF Trust directly beneficially owns 77,960 shares of Common Stock. As of the date hereof, the 1969 RAF Trust directly beneficially owns 77,960 shares of Common Stock. As of the date hereof, the 1969 Carol Waite Trust directly beneficially owns 77,960 shares of Common Stock. As of the date hereof, the 1969 Roy F. Farmer Trust directly beneficially owns 77,960 shares of Common Stock. As of the date hereof, the 1969 Emily Farmer Trust directly beneficially owns 77,960 shares of Common Stock. As of the date hereof, the 1972 Roy E Trust directly beneficially owns 24,000 shares of Common Stock. As of the date hereof, the 1972 Carol Waite Trust directly beneficially owns 24,000 shares of Common Stock. As of the date hereof, the 1972 JAF Trust directly beneficially owns 24,000 shares of Common Stock. As of the date hereof, the 1972 RAF Trust directly beneficially owns 24,000 shares of Common Stock. As of the date hereof, the 1972 Roy F. Farmer Trust directly beneficially owns 24,000 shares of Common Stock. As of the date hereof, the 1972 Emily Farmer Trust directly beneficially owns 24,000 shares of Common Stock. As of the date hereof, the 1987 I Roy F. Farmer Trust directly beneficially owns 65,930 shares of Common Stock. As of the date hereof, the 1987 II Roy F. Farmer Trust directly beneficially owns 65,930 shares of Common Stock. As of the date hereof, the 1987 III Roy F. Farmer Trust directly beneficially owns 65,930 shares of Common Stock. As of the date hereof, the 1987 IV Roy F. Farmer Trust directly beneficially owns 65,930 shares of Common Stock. As of the date hereof, the 1988 Roy F. Farmer Trust I directly beneficially owns 6,060 shares of Common Stock. As of the date hereof, the Farmer Insurance Trust directly beneficially owns 303,158 shares of Common Stock. As of the date hereof, the 1984 Jonathan Trust directly beneficially owns 6,030 shares of Common Stock. As of the date hereof, the 2012 Grossman Trust directly beneficially owns 417,986 shares of Common Stock. As of the date hereof, the 2012 Waite Trust directly beneficially owns 340,000 shares of Common Stock. As of the date hereof, Austin Waite directly beneficially owns 50 shares of Common Stock. As of the date hereof, Emily Waite directly beneficially owns 50 shares of Common Stock. As of the date hereof, Jonathan Michael Waite, as the trustee for the 2012 Waite Trust, may be deemed to beneficially own the 340,000 shares of Common Stock owned by the 2012 Waite Trust. As of the date hereof, Suzanna Waite directly beneficially owns 500 shares of Common Stock. As of the date hereof, Scott Grossman directly beneficially owns 100 shares of Common Stock. As of the date hereof, Brett Grossman directly beneficially owns 100 shares of Common Stock. As of the date hereof, Brynn Grossman directly beneficially owns 100 shares of Common Stock. As of the date hereof, Mr. Mortensen, directly owns 6,392 shares of Common Stock. As of the date hereof, Mr. Samore does not directly or indirectly own any shares of Common Stock. As of the date hereof, Ms. Yousef does not directly or indirectly own any shares of Common Stock.

Item 3: The following materials were posted by Save Farmer Bros. to www.SaveFarmerBros.com:

Disclaimer

The views expressed on this website represent the opinions of Carol Farmer Waite, who beneficially owns shares of Farmer Bros. Co. (the “Company”), and are based on publicly available information with respect to the Company. Ms. Waite recognizes that there may be confidential information in the possession of the Company that could lead it or others to disagree with Ms. Waite’s conclusions. Ms. Waite reserves the right to change any of her opinions expressed herein at any time as she deems appropriate and disclaims any obligation to notify the market or any other party of any such changes. Ms. Waite disclaims any obligation to update the information or opinions contained on this website.

Certain financial projections and statements made herein have been derived or obtained from filings made with the Securities and Exchange Commission (“SEC”) or other regulatory authorities and from other third party reports. Ms. Waite shall not be responsible or have any liability for any misinformation contained in any SEC, other regulatory filing or third party report. There is no assurance or guarantee with respect to the prices at which any securities of the Company will trade, and such securities may not trade at prices that may be implied herein. The estimates, projections and potential impact of the opportunities identified by Ms. Waite herein are based on assumptions that Ms. Waite believes to be reasonable as of the date of the materials on this website, but there can be no assurance or guarantee that actual results or performance of the Company will not differ, and such differences may be material.

The materials on this website are provided merely as information and are not intended to be, nor should they be construed as, an offer to sell or a solicitation of an offer to buy any security. These materials do not recommend the purchase or sale of any security. Ms. Waite currently beneficially owns shares of the Company. It is possible that there will be developments in the future that cause Ms. Waite from time to time to sell all or a portion of her holdings of the Company in open market transactions or otherwise (including via short sales), buy additional shares (in open market or privately negotiated transactions or otherwise), or trade in options, puts, calls or other derivative instruments relating to such shares.

Although Ms. Waite believes the statements made in this website are substantially accurate in all material respects and does not omit to state material facts necessary to make those statements not misleading, Ms. Farmer Waite makes no representation or warranty, express or implied, as to the accuracy or completeness of those statements or any other written or oral communication she makes with respect to the Company and any other companies mentioned, and Ms. Waite expressly disclaims any liability relating to those statements or communications (or any inaccuracies or omissions therein). Thus, stockholders and others should conduct their own independent investigation and analysis of those statements and communications and of the Company and any other companies to which those statements or communications may be relevant.

This website may contain links to articles and/or videos (collectively, “Media”). The views and opinions expressed in such Media are those of the author(s)/speaker(s) referenced or quoted in such Media and, unless specifically noted otherwise, do not necessarily represent the opinion of Ms. Waite.

Cautionary Statement Regarding Forward-Looking Statements

The materials on this website contain forward-looking statements. All statements contained herein that are not clearly historical in nature or that necessarily depend on future events are forward-looking, and the words “anticipate,” “believe,” “expect,” “potential,” “opportunity,” “estimate,” “plan,” and similar expressions are generally intended to identify forward-looking statements. The projected results and statements contained herein that are not historical facts are based on current expectations, speak only as of the date of these materials and involve risks, uncertainties and other factors that may cause actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by such projected results and statements. Assumptions relating to the foregoing involve judgments with respect to, among other things, future economic, competitive and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of Ms. Waite. Although Ms. Waite believes that the assumptions underlying the projected results or forward-looking statements are reasonable as of the date of these materials, any of the assumptions could be inaccurate and therefore, there can be no assurance that the projected results or forward-looking statements included herein will prove to be accurate. In light of the significant uncertainties inherent in the projected results and forward-looking statements included herein, the inclusion of such information should not be regarded as a representation as to future results or that the objectives and strategic initiatives expressed or implied by such projected results and forward-looking statements will be achieved. Ms. Waite will not undertake and specifically declines any obligation to disclose the results of any revisions that may be made to any projected results or forward-looking statements herein to reflect events or circumstances after the date of such projected results or statements or to reflect the occurrence of anticipated or unanticipated events.

Additional Information

The Carol L. Waite Trust, Tom Mortensen, John Samore, Jr., Jennifer Gonzalez-Yousef, 1964 Jeanne Ann Farmer Grossman Trust, 1964 Richard Francis Farmer Trust, 1964 Roy Edward Farmer Trust, 1964 Carol Lynn Farmer Waite Trust, 1969 Roy Edward Farmer Trust, 1969 Jeanne Ann Farmer Trust, 1969 Richard Francis Farmer Trust, 1969 Carol Lynn Farmer Waite Trust, 1969 Roy F. Farmer Trust, 1969 Emily Marjorie Farmer Trust, 1972 Roy Edward Farmer Trust, 1972 Carol Lynn Farmer Waite Trust, 1972 Jeanne Anne Farmer Grossman Trust, 1972 Richard Francis Farmer, 1972 Roy F. Farmer Trust, 1972 Emily Marjorie Farmer Trust, 1987 Roy F. Farmer Trust I, 1987 Roy F. Farmer Trust II, 1987 Roy F. Farmer Trust III, 1987 Roy F. Farmer Trust IV, 1988 Roy F. Farmer Trust I, Farmer Insurance Trust, 1984 Jonathan Michael Waite Trust, The 2012 Waite Trust, 2012 Grossman Irrevocable Trust, Ms. Waite, Austin Waite, Emily Waite, Jonathan Michael Waite, Suzanna Waite, Scott Grossman, Brett Grossman, and Brynn Grossman (the “Participants”), intend to make a preliminary filing with the SEC of a preliminary proxy statement and accompanying proxy card to be used to solicit votes for the election of the Ms. Waite’s slate of director nominees to the Board of Directors of Farmer Bros. Co., at the Company’s upcoming 2016 annual meeting of stockholders, or any other meeting of stockholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof.

THE PARTICIPANTS STRONGLY ADVISE ALL STOCKHOLDERS OF THE COMPANY TO READ THE PROXY STATEMENT AND OTHER PROXY MATERIALS AS THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION. SUCH PROXY MATERIALS WILL BE AVAILABLE AT NO CHARGE ON THE SEC’S WEB SITE AT [HTTP://WWW.SEC.GOV](http://www.sec.gov). IN ADDITION, THE PARTICIPANTS IN THIS PROXY SOLICITATION WILL PROVIDE COPIES OF THE PROXY STATEMENT WITHOUT CHARGE, WHEN AVAILABLE, UPON REQUEST.

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Olshan Frome Wolosky LLP

1325 Avenue of the Americas

New York, NY 10019

c/o: Save Farmer Bros.

Attn: Andrew M. Freedman

Tel: (212) 451 – 2300

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The contact information is:

Olshan Frome Wolosky LLP

1325 Avenue of the Americas

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c/o: Save Farmer Bros.

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