
**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): December 22, 2017

TREEHOUSE FOODS, INC.

(Exact Name of Registrant as Specified in Charter)

Delaware

**(State or Other Jurisdiction
of Incorporation)**

001-32504
**Commission
File Number:**

20-2311383

**(IRS Employer
Identification No.)**

**2021 Spring Road
Suite 600
Oak Brook, IL**

(Address of Principal Executive Offices)

60523

(Zip Code)

Registrant's telephone number, including area code: (708) 483-1300

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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

(e)

On December 22, 2017, the Compensation Committee (the “Compensation Committee”) of the Board of Directors of TreeHouse Foods, Inc. (the “Company”) approved, subject to the satisfaction of the continued employment condition described below, a bonus for each of the following executives of the Company (each, an “Executive”): Matthew J. Foulston, Executive Vice President and Chief Financial Officer of the Company; Thomas E. O’Neill, Executive Vice President, General Counsel and Chief Administrative Officer of the Company; and Erik T. Kahler, the Company’s Senior Vice President, Corporate Development. The amount of the bonus for each of Messrs. Foulston, O’Neill and Kahler is equal to \$1,140,000, \$1,119,430 and \$862,680, respectively. Each Executive’s bonus is payable in two (2) equal installments on the first payroll date following each of June 30, 2018 and December 31, 2018, subject to the Executive’s continued employment with the Company through each such date. On December 28, 2017, the Company entered into a Special Bonus Agreement with each Executive, which sets forth the terms and conditions of each Executive’s bonus.

The Compensation Committee awarded the bonuses to the Executives because it believes stability of the Company’s executive team is of critical importance as the Company implements key strategic actions to drive business performance and financial returns to shareholders. With the recent announcement that the Company has initiated a search for a new chief executive officer to replace Sam Reed, the Compensation Committee desires to focus the Company’s executive team on the important business objectives of 2018 and encourage retention in a time of increased uncertainty.

The foregoing description of the terms of each Executive’s bonus is not complete and is qualified in its entirety by the full text of the applicable Special Bonus Agreement, which is attached hereto as an Exhibit and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

<u>Exhibit Number</u>	<u>Exhibit Description</u>
10.1*	Special Bonus Agreement, dated as of December 28, 2017, between TreeHouse Foods, Inc. and Matthew J. Foulston
10.2*	Special Bonus Agreement, dated as of December 28, 2017, between TreeHouse Foods, Inc. and Thomas E. O’Neill
10.3*	Special Bonus Agreement, dated as of December 28, 2017, between TreeHouse Foods, Inc. and Erik T. Kahler

* Management contract or compensatory plan or arrangement.

SIGNATURES

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.

TreeHouse Foods, Inc.

Date: December 29, 2017

By: /s/ Thomas E. O'Neill
Thomas E. O'Neill
General Counsel, Senior Vice President, Chief Administrative Officer
and officer duly authorized to sign on behalf of the registrant



Matthew Foulston

Re: 2017 Special Bonus Agreement (“Agreement”)

TreeHouse Foods, Inc. would like to offer you a Special Bonus that is payable in two parts according to the terms and conditions described below.

1. **SPECIAL BONUS:** If you (a) accept this offer; (b) remain employed by TreeHouse Foods, Inc. or any of its parents, subsidiaries or other affiliates (“collectively, the “Company”); and (c) continue to provide productive work in such employment and assignment:

(i) until June 30, 2018 (“1st Bonus Payment Date”), you will be eligible to receive as consideration, in addition to your regular pay and benefits, a Bonus in the total gross amount of Five Hundred and Seventy Thousand and 00/100 Dollars (\$570,000.00), less all applicable federal, state and local taxes and any other appropriate deductions, payable on the first normal payroll date after the 1st Bonus Payment Date.

(ii) until December 31, 2018 (“2nd Bonus Payment Date”), you will be eligible to receive as consideration, in addition to your regular pay and benefits, a 2nd Bonus in the total gross amount of Five Hundred and Seventy Thousand and 00/100 Dollars (\$570,000.00), less all applicable federal, state and local taxes and any other appropriate deductions, payable on the first normal payroll date after the 2nd Bonus Payment Date.

2. **DISQUALIFYING EVENTS:** You agree that if, prior to the 1st or 2nd Bonus Payment Dates, you resign, retire or are terminated by the Company “For Cause” from your employment with the Company or you die or become permanently disabled from work, you will no longer be eligible for, and you forfeit your entitlement to, any as-yet-unpaid Bonus. For purposes here, “For Cause” shall mean your (i) failure to perform substantially any of your duties; (ii) misconduct that has caused, or could reasonably be expected to result in, material injury to the business or reputation of TreeHouse Foods or any of its subsidiaries or other affiliates; (iii) conviction of, or entering a plea of guilty or nolo contendere to, a crime constituting a felony; (iv) breach of any written covenant or agreement with the Company, any material written policy of the Company, the Company’s Code of Ethics, or (v) failure to cooperate with the Company in any internal investigation or administrative, regulatory or judicial proceeding. In addition, your employment shall be deemed to have terminated For Cause if, after your employment has terminated (for a reason other than For Cause), facts and circumstances are discovered that would have justified a termination For Cause. For the avoidance of doubt, if the Company terminates your employment for any reason that is not “For Cause,” you will be entitled to any as yet unpaid 1st or 2nd Bonus.



3. **NON-SOLICITATION OF EMPLOYEES:** During your employment with the Company and during the eighteen (18) month period following your separation of such employment (regardless of the reason and circumstances of such separation), you will not directly or indirectly induce any employee of the Company (which, for the avoidance of doubt, includes all affiliates and subsidiaries) to terminate employment with the Company, and shall not directly or indirectly, either individually or as owner, agent, employee, consultant or otherwise, knowingly employ or offer employment to any person who is or was employed by the Company unless such person shall have ceased to be employed by such entity for a period of at least six (6) months.

4. **EMPLOYMENT RELATIONSHIP:** Nothing in this Agreement is intended to modify the at-will relationship between the Company and you. Either the Company or you may terminate your employment with the Company at any time, with or without cause and with or without notice.

5. **GOVERNING LAW:** This Agreement shall be construed in accordance with, and all actions arising under or in connection therewith shall be governed by, the internal laws of the State of Illinois.

6. **BINDING EFFECT.** This Agreement shall be binding on, and shall inure to the benefit of, the Company and any person or entity that succeeds to the interest of the Company (regardless of whether such succession does or does not occur by operation of law) by reason of a merger, consolidation or reorganization involving the Company or a sale of all or substantially all of the assets of the Company, provided that the assignee or transferee is the successor to all or substantially all of the assets of the Company and such assignee or transferee assumes the liabilities, obligations and duties of the Company, as contained in this Agreement, either contractually or as a matter of law. The Company further agrees that, in the event of a sale of assets as described in the preceding sentence, it shall use its reasonable best efforts to cause such assignee or transferee to expressly assume the liabilities, obligations and duties of the Company hereunder.

/s/ Matthew Foulston
Matthew Foulston

Date: December 28, 2017

/s/ Lori Roberts
Lori Roberts

Date: December 28, 2017



Thomas E. O'Neill

Re: 2017 Special Bonus Agreement (“Agreement”)

TreeHouse Foods, Inc. would like to offer you a Special Bonus that is payable in two parts according to the terms and conditions described below.

1. **SPECIAL BONUS:** If you (a) accept this offer; (b) remain employed by TreeHouse Foods, Inc. or any of its parents, subsidiaries or other affiliates (“collectively, the “Company”); and (c) continue to provide productive work in such employment and assignment:

(i) until June 30, 2018 (“1st Bonus Payment Date”), you will be eligible to receive as consideration, in addition to your regular pay and benefits, a Bonus in the total gross amount of Five Hundred Fifty Nine Thousand Seven Hundred Fifteen and 00/100 Dollars (\$559,715.00), less all applicable federal, state and local taxes and any other appropriate deductions, payable on the first normal payroll date after the 1st Bonus Payment Date.

(ii) until December 31, 2018 (“2nd Bonus Payment Date”), you will be eligible to receive as consideration, in addition to your regular pay and benefits, a 2nd Bonus in the total gross amount of Five Hundred Fifty Nine Thousand Seven Hundred Fifteen and 00/100 Dollars (\$559,715.00), less all applicable federal, state and local taxes and any other appropriate deductions, payable on the first normal payroll date after the 2nd Bonus Payment Date.

2. **DISQUALIFYING EVENTS:** You agree that if, prior to the 1st or 2nd Bonus Payment Dates, you resign, retire or are terminated by the Company “For Cause” from your employment with the Company or you die or become permanently disabled from work, you will no longer be eligible for, and you forfeit your entitlement to, any as-yet-unpaid Bonus. For purposes here, “For Cause” shall mean your (i) failure to perform substantially any of your duties; (ii) misconduct that has caused, or could reasonably be expected to result in, material injury to the business or reputation of TreeHouse Foods or any of its subsidiaries or other affiliates; (iii) conviction of, or entering a plea of guilty or nolo contendere to, a crime constituting a felony; (iv) breach of any written covenant or agreement with the Company, any material written policy of the Company, the Company’s Code of Ethics, or (v) failure to cooperate with the Company in any internal investigation or administrative, regulatory or judicial proceeding. In addition, your employment shall be deemed to have terminated For Cause if, after your employment has terminated (for a reason other than For Cause), facts and circumstances are discovered that would have justified a termination For Cause. For the avoidance of doubt, if the Company terminates your employment for any reason that is not “For Cause,” you will be entitled to any as yet unpaid 1st or 2nd Bonus.



3. **NON-SOLICITATION OF EMPLOYEES:** During your employment with the Company and during the eighteen (18) month period following your separation of such employment (regardless of the reason and circumstances of such separation), you will not directly or indirectly induce any employee of the Company (which, for the avoidance of doubt, includes all affiliates and subsidiaries) to terminate employment with the Company, and shall not directly or indirectly, either individually or as owner, agent, employee, consultant or otherwise, knowingly employ or offer employment to any person who is or was employed by the Company unless such person shall have ceased to be employed by such entity for a period of at least six (6) months.

4. **EMPLOYMENT RELATIONSHIP:** Nothing in this Agreement is intended to modify the at-will relationship between the Company and you. Either the Company or you may terminate your employment with the Company at any time, with or without cause and with or without notice.

5. **GOVERNING LAW:** This Agreement shall be construed in accordance with, and all actions arising under or in connection therewith shall be governed by, the internal laws of the State of Illinois.

6. **BINDING EFFECT.** This Agreement shall be binding on, and shall inure to the benefit of, the Company and any person or entity that succeeds to the interest of the Company (regardless of whether such succession does or does not occur by operation of law) by reason of a merger, consolidation or reorganization involving the Company or a sale of all or substantially all of the assets of the Company, provided that the assignee or transferee is the successor to all or substantially all of the assets of the Company and such assignee or transferee assumes the liabilities, obligations and duties of the Company, as contained in this Agreement, either contractually or as a matter of law. The Company further agrees that, in the event of a sale of assets as described in the preceding sentence, it shall use its reasonable best efforts to cause such assignee or transferee to expressly assume the liabilities, obligations and duties of the Company hereunder.

/s/ Thomas E. O'Neill
Thomas E. O'Neill

Date: December 28, 2017

/s/ Lori Roberts
Lori Roberts

Date: December 28, 2017



Erik T. Kahler

Re: 2017 Special Bonus Agreement (“Agreement”)

TreeHouse Foods, Inc. would like to offer you a Special Bonus that is payable in two parts according to the terms and conditions described below.

1. **SPECIAL BONUS:** If you (a) accept this offer; (b) remain employed by TreeHouse Foods, Inc. or any of its parents, subsidiaries or other affiliates (“collectively, the “Company”); and (c) continue to provide productive work in such employment and assignment:

(i) until June 30, 2018 (“1st Bonus Payment Date”), you will be eligible to receive as consideration, in addition to your regular pay and benefits, a Bonus in the total gross amount of Four Hundred Thirty-One Thousand Three Hundred and Forty and 00/100 Dollars (\$431,340.00), less all applicable federal, state and local taxes and any other appropriate deductions, payable on the first normal payroll date after the 1st Bonus Payment Date.

(ii) until December 31, 2018 (“2nd Bonus Payment Date”), you will be eligible to receive as consideration, in addition to your regular pay and benefits, a 2nd Bonus in the total gross amount of Four Hundred Thirty-One Thousand Three Hundred and Forty and 00/100 Dollars (\$431,340.00), less all applicable federal, state and local taxes and any other appropriate deductions, payable on the first normal payroll date after the 2nd Bonus Payment Date.

2. **DISQUALIFYING EVENTS:** You agree that if, prior to the 1st or 2nd Bonus Payment Dates, you resign, retire or are terminated by the Company “For Cause” from your employment with the Company or you die or become permanently disabled from work, you will no longer be eligible for, and you forfeit your entitlement to, any as-yet-unpaid Bonus. For purposes here, “For Cause” shall mean your (i) failure to perform substantially any of your duties; (ii) misconduct that has caused, or could reasonably be expected to result in, material injury to the business or reputation of TreeHouse Foods or any of its subsidiaries or other affiliates; (iii) conviction of, or entering a plea of guilty or nolo contendere to, a crime constituting a felony; (iv) breach of any written covenant or agreement with the Company, any material written policy of the Company, the Company’s Code of Ethics, or (v) failure to cooperate with the Company in any internal investigation or administrative, regulatory or judicial proceeding. In addition, your employment shall be deemed to have terminated For Cause if, after your employment has terminated (for a reason other than For Cause), facts and circumstances are discovered that would have justified a termination For Cause. For the avoidance of doubt, if the Company terminates your employment for any reason that is not “For Cause,” you will be entitled to any as yet unpaid 1st or 2nd Bonus.



3. **NON-SOLICITATION OF EMPLOYEES:** During your employment with the Company and during the eighteen (18) month period following your separation of such employment (regardless of the reason and circumstances of such separation), you will not directly or indirectly induce any employee of the Company (which, for the avoidance of doubt, includes all affiliates and subsidiaries) to terminate employment with the Company, and shall not directly or indirectly, either individually or as owner, agent, employee, consultant or otherwise, knowingly employ or offer employment to any person who is or was employed by the Company unless such person shall have ceased to be employed by such entity for a period of at least six (6) months.

4. **EMPLOYMENT RELATIONSHIP:** Nothing in this Agreement is intended to modify the at-will relationship between the Company and you. Either the Company or you may terminate your employment with the Company at any time, with or without cause and with or without notice.

5. **GOVERNING LAW:** This Agreement shall be construed in accordance with, and all actions arising under or in connection therewith shall be governed by, the internal laws of the State of Illinois.

6. **BINDING EFFECT.** This Agreement shall be binding on, and shall inure to the benefit of, the Company and any person or entity that succeeds to the interest of the Company (regardless of whether such succession does or does not occur by operation of law) by reason of a merger, consolidation or reorganization involving the Company or a sale of all or substantially all of the assets of the Company, provided that the assignee or transferee is the successor to all or substantially all of the assets of the Company and such assignee or transferee assumes the liabilities, obligations and duties of the Company, as contained in this Agreement, either contractually or as a matter of law. The Company further agrees that, in the event of a sale of assets as described in the preceding sentence, it shall use its reasonable best efforts to cause such assignee or transferee to expressly assume the liabilities, obligations and duties of the Company hereunder.

/s/ Erik T. Kahler
Erik T. Kahler

Date: December 28, 2017

/s/ Lori Roberts
Lori Roberts

Date: December 28, 2017