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): April 10, 2025

TreeHouse Foods, Inc.

(Exact name of registrant as specified in charter)

Commission File Number: 001-32504

Delaware	**20-2311383**
(State or Other Jurisdiction of Incorporation)	**(IRS Employer Identification No.)**
2021 Spring Road Suite 600	
Oak Brook IL	**60523**
(Address of Principal Executive Offices)	**(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))

Securities registered pursuant to section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.01 par value	THS	New York Stock Exchange LLC

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.

On April 10, 2025, TreeHouse Foods, Inc. (the "Company") announced that it is eliminating the position of Executive Vice President, Business President and Chief Commercial Officer, currently held by Scott Tassani, as part of a broader organizational restructuring. Mr. Tassani has agreed to remain employed in his current role through May 30, 2025 (the "Transition Date").

The Company and Mr. Tassani have entered into a Separation and Transition Services Agreement (the "Transition Agreement"), pursuant to which Mr. Tassani will provide transition and consulting services for four months following the Transition Date and will receive monthly consulting fees of $75,000. Under the Transition Agreement, it is expected that Mr. Tassani will receive the separation payments and benefits to which he is entitled under the Company's Executive Severance Plan in consideration for a general release of claims in favor of the Company and compliance with certain obligations set forth in the Executive Severance Plan and the Transition Agreement.

The foregoing summary of the Transition Agreement does not purport to be complete and is qualified in its entirety by reference to the complete terms of the Transition Agreement filed as Exhibit 10.1 hereto, which is incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On April 10, 2025, the Company issued a press release relating to the matter described above in Item 5.02. A copy of the press release is attached as Exhibit 99.1 and is incorporated herein by reference. The information in this Item 7.01 of Form 8-K and Exhibit 99.1 attached hereto are being furnished pursuant to Item 7.01 of Form 8-K and therefore shall not be deemed filed for purposes of Section 18 of the Securities Exchange Act of 1934.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

Exhibit Number	Exhibit Description
10.1	Form of Separation and Transition Services Agreement by and among the Company and Scott Tassani
99.1	Press Release dated April 10, 2025
104	Cover Page Interactive Data File (formatted as Inline XBRL)

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:	April 10, 2025	By:	/s/ Kristy N. Waterman
			Kristy N. Waterman
			Executive Vice President, Chief Human Resources Officer, General Counsel, and Corporate Secretary

Exhibit 10.1

SEPARATION AND TRANSITION AGREEMENT

THIS SEPARATION AND TRANSITION AGREEMENT (this "Agreement") is entered into by and between Jeffery Scott Tassani ("Executive") and TreeHouse Foods, Inc., a Delaware corporation (together with any successor, the "Company"), effective as set forth herein.

RECITALS

WHEREAS, Executive has been employed by the Company as its Executive Vice President, Business President and Chief Commercial Officer;

WHEREAS, Executive's service as an officer and employee of the Company will terminate as of May 30, 2025 (the "Transition Date");

WHEREAS, Executive is a participant in the TreeHouse Foods, Inc. Executive Severance Plan (the "Severance Plan") and capitalized terms used but not defined herein shall have the meanings set forth in the Severance Plan;

WHEREAS, this Agreement is intended to govern the benefits and obligations associated with the Executive's termination of employment with the Company; and

WHEREAS, this Agreement is further intended to govern the terms of Executive's service to the Company after the Transition Date.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

AGREEMENT

1. **Transition to Special Advisor Status**. On the Transition Date, Executive's service as an officer of the Company and its Affiliates shall terminate. As of the Transition Date, Executive will no longer be employed by the Company or any of its Affiliates. Executive agrees to execute such instruments, including resignation letters, as may be requested by the Company in order to give effect to the foregoing. After the Transition Date, the Executive's services to the Company shall not exceed 20% of the average level of services performed by Executive over the 36-month period ending on the Transition Date, and thus Executive will experience a "separation from service" as defined in Section 409A of the Code as of the Transition Date. Executive and the Company agree that such termination will constitute a termination without Cause.

2. **Separation Payments and Benefits**.

(a) Vested Benefits and Earned Compensation. Regardless of whether Executive enters into this Agreement or provides the Services (as defined in Section 5), the Company will pay Executive the Vested Benefits and Earned Compensation, in accordance with the timing set forth in the Severance Plan.

(b) Severance Benefits. As consideration for Executive's promises, covenants and agreements in this Agreement, and provided that Executive does not revoke the release set forth in Section 3 below, the Company will pay or provide Executive with the benefits and payments set forth in Sections 3(b)(i) and 3(b)(iii) of the Severance Plan related to a termination without Cause (such benefits and payments, the "Severance Benefits"). Except as specifically set forth in this Agreement, Executive acknowledges and agrees that the Executive is not entitled to receive any other payment or benefit from the Company in connection with or as a result of the Executive's employment with the Company or the termination thereof.

(c) Equity Awards. As of and following the Transition Date, Executive's outstanding awards (the "Awards") under the TreeHouse Foods, Inc. Equity and Incentive Plan, as amended (the "Plan"), shall be treated in accordance with the terms of the Plan and the applicable equity award agreements governing such Awards (the "Award Agreements"); provided, however, that notwithstanding anything in the Plan or the Award Agreements to the contrary, (i) Executive's provision of the Services pursuant to Section 5 will not constitute "Service" (as defined in the Plan) for purposes of the Awards, (ii) Executive's "Service" (within the meaning of the Plan) shall be deemed to have terminated on the Transition Date, and (iii) Executive shall cease vesting in the Awards as of the Transition Date.

3. Release of Claims

(a) The parties agree that the Severance Benefits are in full, final and complete settlement of all claims Executive may have against the Company, its parent, subsidiaries, Affiliates, predecessors successors and benefit plans, the foregoing entities' respective officers, directors, owners, members, employees, agents, advisors, executives, insurers, attorneys, successors and/or assigns of each of the foregoing (collectively, the "Releasees").

(b) Executive, on behalf of himself and his heirs, executors, successors and assigns, knowingly and voluntarily covenants not to sue, and fully and forever releases and discharges the Company and all other Releasees from any and all legally waivable claims, liabilities, damages, demands, and causes of action or liabilities of any nature or kind, whether now known or unknown, which Executive now has or may have had through the Effective Date (as defined below). This release includes but is not limited to claims arising under federal, state or local laws concerning employment discrimination, termination, retaliation and equal opportunity, including but not limited to Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Equal Pay Act of 1963, the Americans with Disabilities Act of 1990, as amended, the Worker Adjustment and Retraining Notification Act of 1988, as amended, the Employee Retirement Income Security Act of 1974, as amended (including but not limited to fiduciary claims), the Arkansas Civil Rights Act, the Arkansas Uniform Contribution Among Tortfeasors Act, the Arkansas Minimum Wage Act, the Arkansas social media privacy law, the Illinois Human Rights Act (IHRA), the Right to Privacy in the Workplace Act, the Illinois Worker Adjustment and Retraining Notification Act, the Illinois One Day Rest in Seven Act, the Illinois Union Employee Health and Benefits Protection Act, the Illinois Employment Contract Act, the Illinois Labor Dispute Act, the Victims' Economic Security and Safety Act, the Illinois Equal Pay Act, Illinois Gender Violence Act, the Illinois Biometric Information Privacy Act, the Illinois Constitution, claims for attorneys' fees or costs, any and all statutory or common law provisions relating to or affecting Executive's employment with the Company or its Affiliates, and any and all claims in contract, tort, or premised on any other legal theory. Executive acknowledges that he is releasing claims based on age, race, color, sex, sexual orientation or preference, marital status, religion, national origin, citizenship, veteran status, disability and other legally protected categories. This provision is intended to constitute a general release of all of Executive's presently existing covered claims against the Releasees, to the maximum extent permitted by law.

(c) Nothing in this Agreement shall be construed to: (i) waive any rights or claims of Executive that arise after Executive signs this Agreement; (ii) waive any rights or claims of Executive to enforce the terms of this Agreement; (iii) waive or affect any claim that cannot be released by an agreement voluntarily entered into between private parties; (iv) limit Executive's ability to file a charge or complaint with the Equal Employment Opportunity Commission ("EEOC"), the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission ("Government Agencies"); (v) limit Executive's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information or making disclosures that are protected under U.S. federal and state whistleblower laws and regulations, without notice to the Company; or (vi) release any existing rights that Executive may have, if any, to indemnification pursuant to the Company's governing documents and/or any directors' and officers' insurance policy of the Company for acts committed during the course of Executive's employment. Executive expressly waives and agrees to waive any right to recover monetary damages for personal injuries in any charge, complaint or lawsuit filed by Executive or anyone else on behalf of Executive for any released claims. This Agreement does not limit Executive's right to receive an award for information provided to any Government Agencies.

(d) Nothing in this Agreement shall be construed as an admission of liability by the Company or any other Releasee, and the Company specifically disclaims liability to or wrongful treatment of Executive on the part of itself and all other Releasees.

(e) To the extent permitted by applicable law, Executive agrees that he will not encourage or assist any person to litigate claims or file administrative charges against the Company or any other Releasee, unless required to provide testimony or documents pursuant to a lawful subpoena or other compulsory legal process, in which case he agrees to notify the Company immediately of his receipt of such subpoena so that the Company has the opportunity to contest the same. If any court has or assumes jurisdiction of any action against the Company or any of its Affiliates on behalf of Executive, Executive will request that court to withdraw from or dismiss the matter with prejudice. Executive further represents that he has reported to the Company in writing any and all work-related injuries that he has suffered or sustained during his employment with the Company or its Affiliates.

(f) Executive represents that he has not filed any complaints or charges against the Company or any of its Affiliates with the EEOC, or with any other Government Agency or court, and covenants that he will not seek to recover on any claim released in this Agreement (excluding, for the avoidance of doubt, any whistleblower complaints protected under applicable law).

(g) Executive acknowledges that (i) he has been given at least 21 calendar days to consider this Agreement and that modifications hereof which are mutually agreed upon by the parties hereto, whether material or immaterial, do not restart the twenty-one day period; (ii) he has seven calendar days from the date he executes this Agreement in which to revoke it; and (iii) this Agreement will not be effective or enforceable unless the seven-day revocation period ends without revocation by Executive. Revocation can be made by delivery and receipt of a written notice of revocation to the General Counsel of the Company, by midnight on or before the seventh calendar day after Executive signs this Agreement. Unless timely revoked in accordance with this Section 2(g), this Agreement shall become effective on the eighth calendar day following the date Executive executes this Agreement (the "Effective Date").

(h) Executive acknowledges that he has been advised and has had the opportunity to consult with an attorney of his choice with regard to this Agreement. Executive hereby acknowledges that he understands the significance of this Agreement, and represents that the terms of this Agreement are fully understood and voluntarily accepted by him.

(i) In the event of any lawsuit against the Company or any of its Affiliates that relates to alleged acts or omissions by Executive during his employment with the Company or its Affiliates, Executive agrees to cooperate with the Company or its Affiliates by voluntarily providing truthful and full information as reasonably necessary for the Company or its Affiliates to defend against such lawsuit, provided that the Company shall reimburse Executive's reasonable expenses incurred in providing such assistance subject to Executive's delivery of written notice to the Company prior to the time such expenses are incurred.

4. Restrictive Covenants.

(a) By executing this Agreement, Executive acknowledges and agrees that (a) the Executive is and shall remain subject to the restrictive covenants set forth in Section 5 of the Severance Plan and any restrictive covenants set forth in any other agreement between the Executive and the Company, including any Award Agreement (collectively with Section 4(b) below, the "Restrictive Covenants"), (b) a breach of the Restrictive Covenants shall constitute a breach by Executive of this Agreement, and (c) the Company would not have entered into this Agreement but for Executive's promises and covenants in this Agreement, including, but not limited to, the Restrictive Covenants. In the event that the Executive breaches the Restrictive Covenants following the Transition Date, (i) the Executive will no longer be eligible to receive the compensation and benefits specified in Sections 2(b) and 2(c) of this Agreement, and (ii) the Executive will be required to repay the gross amount of such compensation and benefits previously paid or provided.

(b) Executive further agrees during the Advisory Period (as defined below) and for a 12-month period following the termination of the Advisory Period, Executive shall not become associated with any entity, whether as a principal, partner, employee, consultant or shareholder (other than as a holder of not in excess of 1% of the outstanding voting shares of any publicly traded company), that is actively engaged in any geographic area in any business which is in competition with a business conducted by the Company as of the earlier of the termination of the Advisory Period or the date of the alleged competition. Sections 5(k) through 5(m) of the Severance Plan shall apply to this Section 4(b) as if fully set forth herein.

5. Advisory Services.

(a) For a period of four months beginning on the Transition Date (the "Advisory Period"), the Executive shall serve as a consultant to the Company as a Special Advisor. During the Advisory Period, Executive will provide transition services and other services to the Company as the Company may from time-to-time reasonably request and as specified on Exhibit A (the "Services").

(b) As consideration for the Services provided during the Advisory Period, the Company agrees to pay the Executive a $75,000 monthly consulting fee, payable within 15 days following the end of each calendar month (the "Advisory Compensation"). For the avoidance of doubt, the Executive will no longer receive compensation and other benefits to which the Executive was entitled as an employee of the Company during the Advisory Period, and the Executive shall not participate as an active employee in any employee benefit plan of the Company.

(c) Nothing herein shall be construed to create a joint venture or partnership between the parties or an employer/employee relationship. The Executive understands and agrees that, except as otherwise provided herein, the manner in which the Executive performs the Services is in the Executive's own discretion and control, and the Company shall not supervise or direct the Executive's performance of those Services. Accordingly, the Executive will have no authority to bind the Company in any contract or act as the Company's agent. The Executive will secure all licenses or permits required by law and shall comply with all ordinances, laws, orders, rules and regulations pertaining to the Services.

(d) As an independent contractor, no income or other taxes shall be withheld from the Advisory Compensation. The Executive will be responsible for the payment of all taxes imposed in connection with, or as a result of, his engagement. The Executive shall indemnify the Company against any liabilities or debts it may incur or suffer arising out of the Executive's failure to properly withhold or pay any applicable taxes. At no time during the Advisory Period will the Executive be considered an employee of the Company for any purpose, including (but not limited to): (i) coverage under the Federal Insurance Contribution Act, the Federal Unemployment Tax Act and the State Social Security and Unemployment Compensation Acts; and (ii) the collection of income tax at the source of wages. As an independent contractor, the Executive shall not be subject to any employment rules, regulations or policies of the Company. If the Executive is subsequently classified by the Internal Revenue Service as a common law employee, the Executive expressly waives his rights to any benefits to which he was, or might have become, entitled. No workers' compensation insurance shall be obtained by the Company related to his engagement. The Executive will comply with the workers' compensation laws related to his Services.

6. **Section 409A**. This Agreement is intended to comply with the requirements of Section 409A of the Code and shall be interpreted and construed consistently with such intent. The payments to Executive pursuant to this Agreement and the Severance Plan are also intended to be exempt from Section 409A of the Code to the maximum extent possible, under either the separation pay exemption pursuant to Treasury regulation §1.409A-1(b)(9)(iii) or as short-term deferrals pursuant to Treasury regulation §1.409A-1(b)(4), and for this purpose each payment shall constitute a "separately identified" amount within the meaning of Treasury Regulation §1.409A-2(b)(2). In the event the terms of this Agreement would subject Executive to taxes or penalties under Section 409A of the Code ("409A Penalties"), the Company and Executive shall cooperate diligently to amend the terms of this Agreement to avoid such 409A Penalties, to the extent possible; provided that in no event shall the Company be responsible for any 409A Penalties that arise in connection with any amounts payable under this Agreement. To the extent any amounts payable under this Agreement are subject to Section 409A of the Code and are payable by reference to Executive's "termination of employment," such term shall be deemed to refer to Executive's "separation from service," within the meaning of Section 409A of the Code. Any reimbursement or advancement payable to Executive pursuant to this Agreement or otherwise shall be conditioned on the submission by Executive of all expense reports reasonably required by the Company under any applicable expense reimbursement policy, and shall be paid to the Executive within 30 days following receipt of such expense reports, but in no event later than the last day of the calendar year following the calendar year in which Executive incurred the reimbursable expense. Any amount of expenses eligible for reimbursement, or in-kind benefit provided, during a calendar year shall not affect the amount of expenses eligible for reimbursement, or in-kind benefit to be provided, during any other calendar year. The right to any reimbursement or in-kind benefit pursuant to this Agreement or otherwise shall not be subject to liquidation or exchange for any other benefit.

7. **Assignment**. This Agreement is for the sole benefit of the parties and their respective heirs, representatives, successors and permitted assigns, and shall run to the benefit of the Releasees and each of them and to their respective heirs, representatives, successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever. Notwithstanding the foregoing, this Agreement may be assigned by the Company and shall be binding and inure to the benefit of the Company, its successors and assigns. Any Affiliate or subsidiary of the Company may (a) enforce the Company's rights under this Agreement, (b) take advantage of the benefits conferred upon the Company by this Agreement, (c) rely on the representations, warranties and covenants given by Executive under this Agreement, and (d) rely on the exclusions and limitations of liability benefiting the Company under this Agreement. Executive may not assign, delegate, subcontract or license this Agreement, including, without limitation, any of Executive's rights, duties and obligations hereunder. Any attempted assignment, delegation, subcontract or licensing of this Agreement or of such rights, duties or obligations shall be void and of no effect.

8. **Interpretation and Construction**. The parties hereto acknowledge that each party is represented by counsel or has been advised to obtain and has declined to obtain counsel. The parties intend that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. Any captions or headings used in this Agreement are for convenience only and do not define or limit the scope of this Agreement.

9. **Notices**. Any notice required or desired to be delivered under this Agreement shall be in writing and shall be delivered personally, by courier service, by registered mail, return receipt requested, or by telecopy and shall be effective upon actual receipt when delivered or sent by telecopy and upon mailing when sent by registered mail, and shall be addressed as follows (or to such other address as the party entitled to notice shall hereafter designate in accordance with the terms hereof):

If to the Company:

TreeHouse Foods, Inc.
2021 Spring Road
Suite 600
Oak Brook, IL 60523
Attention: General Counsel

If to Executive:

To Executive's address on file with the Company

10. **Applicable Law**. This Agreement is entered into under, and shall be governed for all purposes by, the laws of the State of Arkansas, without giving effect to any choice of law principles.

11. **Resolution of Disputes**. Any disputes arising under or in connection with this Agreement shall, at the election of Executive or the Company, be resolved by binding arbitration, to be held in Chicago, Illinois in accordance with the rules and procedures of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Costs of the arbitration shall be borne by the Company. Unless the arbitrator determines that Executive did not have a reasonable basis for asserting his position with respect to the dispute in question, the Company shall also reimburse Executive for his reasonable attorneys' fees incurred with respect to any arbitration. Pending the resolution of any arbitration or court proceeding, the Company shall continue payment of all amounts due Executive under this Agreement and all benefits to which Executive is entitled at the time the dispute arises (other than the amounts which are the subject of such dispute).

12. **Entire Agreement**. This Agreement sets forth the entire agreement between Executive and the Company, and fully supersede any and all prior agreements or understandings between them regarding its subject matter; provided, however, that nothing in this Agreement is intended to or shall be construed to limit, impair or terminate any obligation of Executive pursuant to any non-competition, non-solicitation, confidentiality or intellectual property agreements that have been signed by Executive where such agreements by their terms continue after Executive's employment with the Company terminates (including, but not limited to, the Restrictive Covenants).

13. **Amendments**. This Agreement may not be altered, modified or amended except by a written instrument signed by each of the parties hereto.

14. **Severability**. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision will be interpreted to be only as broad as is enforceable.

15. **Waiver**. Any waiver of any provision or of any breach of this Agreement shall be in writing and signed by the party waiving said provision or breach. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

16. **Counterparts**. This Agreement may be executed in counterparts, and when executed and delivered by all parties in person, by facsimile or email pdf, shall become one (1) integrated agreement enforceable on its terms.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company and Executive have executed this Agreement as of the dates set forth below.

COMPANY

TreeHouse Foods, Inc.

By: ______________________

Name: ______________________

Title: ______________________

Date: ______________________

By signing below, Executive acknowledges that he understands he has the right to revoke his signature within seven days from the execution thereof, and that if he does so, this Agreement shall be null and void and of no force or effect.

EXECUTIVE

____

Scott Tassani

Date: ______________________

EXHIBIT A

Advisory Services

Services. In addition to the Services specified in Section 5 of the Agreement, Executive shall provide additional Services relating to (i) the smooth transition of customer relationships, which includes marking introductions and facilitating meetings with the Company's key customers (which shall include, but is not limited to: Walmart, Aldi, Topco, Kroger, Sam's Club, HEB, Target, Costco, Ahold Delhaize, and Trader Joe's), (ii) the transition of the Executive's duties to other executives of the Company, which includes participating in meetings with the Company's Chief Executive Officer (the "CEO") and other Company executives on an as-needed basis regarding the business and operations of the Company, and (iii) assisting with certain reorganization efforts and cost cutting programs, as requested by the CEO.

Exhibit 99.1

TreeHouse FOODS

TreeHouse Foods Implements Planned Operational Enhancement Actions

Company Provides Preliminary First Quarter 2025 Results of at least $792 million of Adjusted net sales and at least $52 million of Adjusted EBITDA[1]

Reaffirms 2025 Guidance

OAK BROOK, Ill., April 10, 2025 - TreeHouse Foods, Inc. (NYSE: THS) (the “Company”), today announced that it is implementing planned actions to drive greater operational efficiency, achieve significant cost-savings, and enhance profitability and cash flow, while improving quality and service levels. The Company’s actions span organizational changes as well as additional margin management and cost control initiatives.

“We continue to see significant opportunity to improve our execution and consistency, positioning us to better serve our customers while driving improved profitability,” said Steve Oakland, Chairman, CEO and President, TreeHouse Foods. “On our fourth quarter 2024 earnings call, we outlined additional supply chain and overall cost savings plans, and the actions we are announcing today follow through on those plans. We are streamlining our organizational and cost structures, which we believe will enable us to sharpen our competitiveness in what remains a dynamic consumer environment. We continue to focus on better positioning the Company to drive improved financial performance and value creation for our shareholders.”

As part of the Company’s efforts to create operating efficiencies, Scott Tassani, Executive Vice President, Business President and Chief Commercial Officer, will be leaving the organization effective May 30, 2025, and the Company will be eliminating this role. Mr. Tassani will be assisting with transition activities related to the reorganization actions announced today, after which his duties will be absorbed by other senior leaders. In addition, the Company will be centralizing and reorganizing its corporate support functions, which will lead to the elimination of approximately 150 roles.

Mr. Oakland continued, “I thank Scott for his partnership and contributions to the Company and look forward to his support during the upcoming transition. We believe a more streamlined leadership and organizational structure will support faster decision-making and increased efficiencies.”

Financial Update

The Company reaffirmed its previously provided financial guidance for 2025 of adjusted annual net sales in a range of $3.34 billion to $3.40 billion, and adjusted EBITDA from continuing operations in a range of $345 million to $375 million. This guidance continues to incorporate a partial year impact of anticipated cost savings associated with today's announced operational enhancement actions, with the full impact of these and additional actions to be realized over the course of Fiscal Years 2025 and 2026. In addition, on a preliminary basis, the Company expects fiscal first quarter 2025 Adjusted net sales of at least $792 million and Adjusted EBITDA of at least $52 million.

As it relates to tariffs, TreeHouse Foods net sales from customers outside of the United States was approximately 5% in 2024, with almost all of these occurring in Canada. As of today, nearly all the Company's finished goods comply with USMCA. Given the evolving nature of the situation, the Company will continue to evaluate any potential additional impacts.

TreeHouse Foods will report results for the first quarter ended March 31, 2025, before the market open on Tuesday, May 6, 2025.

About TreeHouse Foods

TreeHouse Foods, Inc. is a leading private label food and beverage manufacturer in North America. Our purpose is to engage and delight - one customer at a time. Through our customer focus and category experience, we strive to deliver excellent service and build capabilities and insights to drive mutually profitable growth for TreeHouse and for our customers. Our purpose is supported by investment in depth, capabilities and operational efficiencies which are aimed to capitalize on the long-term growth prospects in the categories in which we operate. Learn more at treehousefoods.com.

RELATED LINKS
http://www.treehousefoods.com

CONTACT: Matt Siler, matthew.siler@treehousefoods.com

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[1] The Company is not able to reconcile preliminary Adjusted net sales and Adjusted EBITDA, which are non-GAAP financial measures, to the most comparable GAAP financial measures without unreasonable effort due to the inherent uncertainty and difficulty of predicting the occurrence, financial impact, and timing of certain items impacting GAAP results.

# # #