

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

FORM 10-Q

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

For the quarterly period ended January 20, 2019

Commission File Number: 1-9390



JACK IN THE BOX INC.

(Exact name of registrant as specified in its charter)

DELAWARE
(State of Incorporation)

95-2698708
(I.R.S. Employer Identification No.)

9330 BALBOA AVENUE, SAN DIEGO, CA
(Address of principal executive offices)

92123
(Zip Code)

Registrant's telephone number, including area code (858) 571-2121

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer
Non-accelerated filer

Accelerated filer
Smaller reporting company
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.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No

As of the close of business February 15, 2019, 25,806,804 shares of the registrant's common stock were outstanding.

JACK IN THE BOX INC. AND SUBSIDIARIES

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PART I. FINANCIAL INFORMATION

ITEM 1. CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

JACK IN THE BOX INC. AND SUBSIDIARIES
 CONDENSED CONSOLIDATED BALANCE SHEETS
 (In thousands, except share and per share data)
 (Unaudited)

	January 20, 2019	September 30, 2018
ASSETS		
Current assets:		
Cash	\$ 4,300	\$ 2,705
Accounts and other receivables, net	61,541	57,422
Inventories	2,090	1,858
Prepaid expenses	10,367	14,443
Current assets held for sale	12,556	13,947
Other current assets	5,692	4,598
Total current assets	<u>96,546</u>	<u>94,973</u>
Property and equipment:		
Property and equipment, at cost	1,191,930	1,190,031
Less accumulated depreciation and amortization	(783,639)	(770,362)
Property and equipment, net	<u>408,291</u>	<u>419,669</u>
Other assets:		
Intangible assets, net	511	600
Goodwill	46,747	46,749
Deferred tax assets	77,295	62,140
Other assets, net	199,462	199,266
Total other assets	<u>324,015</u>	<u>308,755</u>
	<u>\$ 828,852</u>	<u>\$ 823,397</u>
LIABILITIES AND STOCKHOLDERS' DEFICIT		
Current liabilities:		
Current maturities of long-term debt	\$ 42,485	\$ 31,828
Accounts payable	44,742	44,970
Accrued liabilities	100,429	106,922
Total current liabilities	<u>187,656</u>	<u>183,720</u>
Long-term liabilities:		
Long-term debt, net of current maturities	1,013,676	1,037,927
Other long-term liabilities	234,816	193,449
Total long-term liabilities	<u>1,248,492</u>	<u>1,231,376</u>
Stockholders' deficit:		
Preferred stock \$0.01 par value, 15,000,000 shares authorized, none issued	—	—
Common stock \$0.01 par value, 175,000,000 shares authorized, 82,132,436 and 82,061,661 issued, respectively	821	821
Capital in excess of par value	472,894	470,826
Retained earnings	1,547,759	1,561,353
Accumulated other comprehensive loss	(98,331)	(94,260)
Treasury stock, at cost, 56,325,632 shares	(2,530,439)	(2,530,439)
Total stockholders' deficit	<u>(607,296)</u>	<u>(591,699)</u>
	<u>\$ 828,852</u>	<u>\$ 823,397</u>

See accompanying notes to condensed consolidated financial statements.

JACK IN THE BOX INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF EARNINGS
(In thousands, except per share data)
(Unaudited)

	Sixteen Weeks Ended	
	January 20, 2019	January 21, 2018
Revenues:		
Company restaurant sales	\$ 102,832	\$ 169,637
Franchise rental revenues	83,890	77,217
Franchise royalties and other	52,250	47,609
Franchise contributions for advertising and other services	51,814	—
	<u>290,786</u>	<u>294,463</u>
Operating costs and expenses, net:		
Company restaurant costs (excluding depreciation and amortization):		
Food and packaging	29,616	48,864
Payroll and employee benefits	30,274	48,940
Occupancy and other	16,013	27,750
Total company restaurant costs	75,903	125,554
Franchise occupancy expenses (excluding depreciation and amortization)	50,713	46,521
Franchise support and other costs	2,845	2,482
Franchise advertising and other services expenses	54,270	—
Selling, general and administrative expenses	24,083	34,061
Depreciation and amortization	17,169	19,157
Impairment and other charges, net	7,698	2,257
Gains on the sale of company-operated restaurants	(219)	(8,940)
	<u>232,462</u>	<u>221,092</u>
Earnings from operations	58,324	73,371
Other pension and post-retirement expenses, net	456	564
Interest expense, net	17,374	12,780
Earnings from continuing operations and before income taxes	40,494	60,027
Income taxes	9,373	47,138
Earnings from continuing operations	31,121	12,889
Earnings (losses) from discontinued operations, net of income taxes	2,977	(699)
Net earnings	<u>\$ 34,098</u>	<u>\$ 12,190</u>
Net earnings per share - basic:		
Earnings from continuing operations	\$ 1.20	\$ 0.44
Earnings (losses) from discontinued operations	0.11	(0.02)
Net earnings per share (1)	<u>\$ 1.32</u>	<u>\$ 0.41</u>
Net earnings per share - diluted:		
Earnings from continuing operations	\$ 1.19	\$ 0.43
Earnings (losses) from discontinued operations	0.11	(0.02)
Net earnings per share (1)	<u>\$ 1.31</u>	<u>\$ 0.41</u>
Cash dividends declared per common share	\$ 0.40	\$ 0.40

(1) Earnings per share may not add due to rounding.

See accompanying notes to condensed consolidated financial statements.

JACK IN THE BOX INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In thousands)
(Unaudited)

	Sixteen Weeks Ended	
	January 20, 2019	January 21, 2018
Net earnings	\$ 34,098	\$ 12,190
Cash flow hedges:		
Net change in fair value of derivatives	(7,167)	10,291
Net loss reclassified to earnings	479	1,674
	(6,688)	11,965
Tax effect	1,723	(3,039)
	(4,965)	8,926
Unrecognized periodic benefit costs:		
Actuarial losses and prior service costs reclassified to earnings	1,205	1,535
Tax effect	(311)	(542)
	894	993
Other comprehensive (loss) income, net of taxes	(4,071)	9,919
Comprehensive income	<u>\$ 30,027</u>	<u>\$ 22,109</u>

See accompanying notes to condensed consolidated financial statements.

JACK IN THE BOX INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)
(Unaudited)

	Sixteen Weeks Ended	
	January 20, 2019	January 21, 2018
Cash flows from operating activities:		
Net earnings	\$ 34,098	\$ 12,190
Earnings (losses) from discontinued operations	2,977	(699)
Earnings from continuing operations	31,121	12,889
Adjustments to reconcile net earnings to net cash provided by operating activities:		
Depreciation and amortization	17,169	19,157
Amortization of franchise tenant improvement allowances	530	147
Deferred finance cost amortization	704	1,031
Excess tax benefits from share-based compensation arrangements	(50)	(802)
Deferred income taxes	(783)	33,542
Share-based compensation expense	1,909	2,937
Pension and postretirement expense	456	715
Losses (gains) on cash surrender value of company-owned life insurance	2,863	(2,163)
Gains on the sale of company-operated restaurants	(219)	(8,940)
Losses on the disposition of property and equipment, net	635	183
Impairment charges and other	387	805
Changes in assets and liabilities, excluding dispositions:		
Accounts and other receivables	(3,154)	26,539
Inventories	(232)	110
Prepaid expenses and other current assets	6,224	7,419
Accounts payable	6,365	(371)
Accrued liabilities	(16,298)	(32,667)
Pension and postretirement contributions	(2,111)	(1,710)
Franchise tenant improvement allowance distributions	(3,247)	(1,761)
Other	(4,668)	(3,330)
Cash flows provided by operating activities	37,601	53,730
Cash flows from investing activities:		
Purchases of property and equipment	(11,183)	(10,793)
Purchases of assets intended for sale and leaseback	—	(1,411)
Proceeds from the sale and leaseback of assets	—	4,949
Proceeds from the sale of company-operated restaurants	133	5,591
Collections on notes receivable	6,517	9,410
Proceeds from the sale of property and equipment	270	589
Funding of intercompany operations	—	(13,122)
Other	—	2,969
Cash flows used in investing activities	(4,263)	(1,818)
Cash flows from financing activities:		
Borrowings on revolving credit facilities	114,298	106,200
Repayments of borrowings on revolving credit facilities	(117,300)	(130,800)
Principal repayments on debt	(10,907)	(14,208)
Debt issuance costs	(17)	—
Dividends paid on common stock	(10,305)	(11,736)
Proceeds from issuance of common stock	114	—
Repurchases of common stock	(14,362)	—
Change in book overdraft	9,234	(129)
Payroll tax payments for equity award issuances	(2,498)	(4,244)
Cash flows used in financing activities	(31,743)	(54,917)
Cash flows provided by (used in) continuing operations	1,595	(3,005)
Net cash provided by operating activities of discontinued operations	—	16,785
Net cash used in investing activities of discontinued operations	—	(13,648)
Net cash used in financing activities of discontinued operations	—	(43)
Net cash provided by discontinued operations	—	3,094

Cash at beginning of period	<u>2,705</u>	<u>4,467</u>
Cash at end of period	<u>\$ 4,300</u>	<u>\$ 3,789</u>

See accompanying notes to condensed consolidated financial statements.

JACK IN THE BOX INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

1. BASIS OF PRESENTATION

Nature of operations — Founded in 1951, Jack in the Box Inc. (the “Company”) operates and franchises Jack in the Box® quick-service restaurants. The following table summarizes the number of restaurants as of the end of each period:

	January 20, 2019	January 21, 2018
Company-operated	137	255
Franchise	2,104	1,995
Total system	<u>2,241</u>	<u>2,250</u>

References to the Company throughout these notes to condensed consolidated financial statements are made using the first person notations of “we,” “us” and “our.”

Basis of presentation — The accompanying condensed consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles (“U.S. GAAP”) and the rules and regulations of the Securities and Exchange Commission (“SEC”).

These financial statements should be read in conjunction with the consolidated financial statements and related notes contained in our Annual Report on Form 10-K for the fiscal year ended September 30, 2018 (“2018 Form 10-K”). The accounting policies used in preparing these condensed consolidated financial statements are the same as those described in our 2018 Form 10-K with the exception of two new accounting pronouncements adopted in fiscal 2019, which are described below.

On December 19, 2017, we entered into a definitive agreement to sell Qdoba Restaurant Corporation (“Qdoba”), a wholly owned subsidiary of the Company which operates and franchises more than 700 Qdoba Mexican Eats® fast-casual restaurants, to certain funds managed by affiliates of Apollo Global Management, LLC (together with its consolidated subsidiaries, the “Buyer”). The sale was completed on March 21, 2018. For all periods presented in our condensed consolidated statements of earnings, all sales, costs, expenses and income taxes attributable to Qdoba, except as related to the impact of the decrease in the federal statutory tax rate (see Note 8, *Income Taxes*), have been aggregated under the caption “Earnings (losses) from discontinued operations, net of income taxes.” Refer to Note 3, *Discontinued Operations*, for additional information.

Unless otherwise noted, amounts and disclosures throughout these notes to condensed consolidated financial statements relate to our continuing operations. In our opinion, all adjustments considered necessary for a fair presentation of financial condition and results of operations for these interim periods have been included. Operating results for one interim period are not necessarily indicative of the results for any other interim period or for the full year.

Segment reporting — As a result of our sale of Qdoba, which has been classified as discontinued operations, we now have one reporting segment.

Reclassifications and adjustments — We recorded certain adjustments in 2019 upon the adoption of a new accounting pronouncement; see details regarding the effects of the adoption on our condensed consolidated financial statements below.

Fiscal year — Our fiscal year is 52 or 53 weeks ending the Sunday closest to September 30. Fiscal years 2019 and 2018 include 52 weeks. Our first quarter includes 16-weeks and all other quarters include 12-weeks. All comparisons between 2019 and 2018 refer to the 16-weeks (“quarter”) ended January 20, 2019 and January 21, 2018, respectively, unless otherwise indicated.

Principles of consolidation — The condensed consolidated financial statements include the accounts of the Company, its wholly-owned subsidiaries and the accounts of any variable interest entities (“VIEs”) where we are deemed the primary beneficiary. All significant intercompany accounts and transactions are eliminated. The financial results and position of our VIE are immaterial to our condensed consolidated financial statements.

Use of estimates — In preparing the condensed consolidated financial statements in conformity with U.S. GAAP, management is required to make certain assumptions and estimates that affect reported amounts of assets, liabilities, revenues, expenses and the disclosure of contingencies. In making these assumptions and estimates, management may from time to time seek advice and consider information provided by actuaries and other experts in a particular area. Actual amounts could differ materially from these estimates.

JACK IN THE BOX INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

Advertising costs — We administer a marketing fund which includes contractual contributions. In 2019, marketing fund contributions from franchise and company-operated restaurants were approximately 5.0% of gross revenues, and the Company made incremental contributions to the marketing fund of \$2.0 million.

Production costs of commercials, programming and other marketing activities are charged to the marketing fund when the advertising is first used for its intended purpose, and the costs of advertising are charged to operations as incurred. Total contributions made by the Company, including incremental contributions, are included in “Selling, general, and administrative expenses” in the accompanying condensed consolidated statements of earnings and totaled \$7.2 million and \$8.9 million in 2019 and 2018, respectively.

Effect of new accounting pronouncements adopted in fiscal 2019 — In May 2014, the FASB issued ASU 2014-09, *Revenue Recognition - Revenue from Contracts with Customers (Topic 606)* (“ASC 606”), which provides a comprehensive new revenue recognition model that requires an entity to recognize revenue in an amount that reflects the consideration the entity expects to receive for the transfer of promised goods or services to its customers. The standard also requires additional disclosure regarding the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers. We adopted the new standard on October 1, 2018 using the modified retrospective method, whereby the cumulative effect of this transition to applicable contracts with customers that were not completed as of October 1, 2018 was recorded as an adjustment to beginning retained earnings as of this date. The comparative information has not been restated and continues to be reported under the accounting standards in effect for those periods.

The new revenue recognition standard did not impact our recognition of restaurant sales, rental revenues, or royalty fees from franchisees. The new pronouncement changed the way initial fees from franchisees for new restaurant openings or new franchise terms are recognized. Under the previous revenue recognition guidance, initial franchise fees were recognized as revenue at the time when a new restaurant opened or at the start of a new franchise term. In accordance with the new guidance, the initial franchise services are not distinct from the continuing rights and services offered during the term of the franchise agreement and will therefore be treated as a single performance obligation together with the continuing rights and services. As such, initial fees received will be recognized over the franchise term and any unamortized portion will be recorded as deferred revenue in our condensed consolidated balance sheet. An adjustment to opening retained earnings and a corresponding contract liability of approximately \$50.3 million (of which \$5.0 million was current and \$45.3 million was long-term) was established on the date of adoption. A deferred tax asset of approximately \$13.0 million related to this contract liability was also established on the date of adoption.

The new standard also had an impact on transactions presented net and not included in our revenues and expenses such as franchisee contributions to and expenditures from our advertising fund, and sourcing and technology fee contributions from franchisees and the related expenses. We determined that we are the principal in these arrangements, and as such, contributions to and expenditures from the advertising fund, and sourcing and technology fees and expenditures are now reported on a gross basis within our consolidated statements of earnings. While this change materially impacted our gross amount of reported revenues and expenses, the impact will be largely offsetting with no material impact to our reported net earnings. However, any annual surplus or deficit in the marketing fund will impact income from operations and net income.

JACK IN THE BOX INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

The following table summarizes the impacts of adopting ASC 606 on the Company's condensed consolidated financial statement as of and for the 16-weeks ended January 20, 2019 (in thousands):

	As Reported	Adjustments			Balances without Adoption
		Franchise Fees	Marketing and Sourcing Fees	Technology Support Fees	
Condensed Consolidated Statement of Earnings					
<i>Sixteen Weeks Ended January 20, 2019</i>					
Franchise royalties and other	\$ 52,250	\$ (1,092)	\$ —	\$ —	\$ 51,158
Franchise contributions for advertising and other services	\$ 51,814	\$ —	\$ (49,097)	\$ (2,717)	\$ —
Total revenues	\$ 290,786	\$ (1,092)	\$ (49,097)	\$ (2,717)	\$ 237,880
Franchise advertising and other services expenses	\$ 54,270	\$ —	\$ (49,097)	\$ (5,173)	\$ —
Selling, general and administrative expenses	\$ 24,083	\$ —	\$ —	\$ 2,456	\$ 26,539
Total operating costs and expenses, net	\$ 232,462	\$ —	\$ (49,097)	\$ (2,717)	\$ 180,648
Earnings from operations	\$ 58,324	\$ (1,092)	\$ —	\$ —	\$ 57,232
Earnings from continuing operations and before income taxes	\$ 40,494	\$ (1,092)	\$ —	\$ —	\$ 39,402
Income taxes	\$ 9,373	\$ (282)	\$ —	\$ —	\$ 9,091
Earnings from continuing operations	\$ 31,121	\$ (810)	\$ —	\$ —	\$ 30,311
Net earnings	\$ 34,098	\$ (810)	\$ —	\$ —	\$ 33,288
Condensed Consolidated Balance Sheet					
<i>January 20, 2019</i>					
Prepaid expenses	\$ 10,367	\$ 282	\$ —	\$ —	\$ 10,649
Total current assets	\$ 96,546	\$ 282	\$ —	\$ —	\$ 96,828
Deferred tax assets	\$ 77,295	\$ (12,958)	\$ —	\$ —	\$ 64,337
Other assets, net	\$ 199,462	\$ 269	\$ —	\$ —	\$ 199,731
Total other assets	\$ 324,015	\$ (12,689)	\$ —	\$ —	\$ 311,326
Total assets	\$ 828,852	\$ (12,407)	\$ —	\$ —	\$ 816,445
Accrued liabilities	\$ 100,429	\$ (4,963)	\$ —	\$ —	\$ 95,466
Total current liabilities	\$ 187,656	\$ (4,963)	\$ —	\$ —	\$ 182,693
Other long-term liabilities	\$ 234,816	\$ (43,962)	\$ —	\$ —	\$ 190,854
Total long-term liabilities	\$ 1,248,492	\$ (43,962)	\$ —	\$ —	\$ 1,204,530
Retained earnings	\$ 1,547,759	\$ 36,518	\$ —	\$ —	\$ 1,584,277
Total stockholders' deficit	\$ (607,296)	\$ 36,518	\$ —	\$ —	\$ (570,778)
Total liabilities and stockholders' deficit	\$ 828,852	\$ (12,407)	\$ —	\$ —	\$ 816,445

The adoption of ASC 606 had no impact on the Company's cash provided by or used in operating, investing or financing activities as previously reported in its condensed consolidated statement of cash flows.

In March 2017, the FASB issued ASU 2017-07, *Compensation - Retirement Benefits (Topic 715): Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost*. This standard requires the presentation of the service cost component of net benefit cost to be in the same line item as other compensation costs arising from services rendered by the pertinent employees during the period. All other components of net benefit cost should be presented separately from the service cost component and outside of a subtotal of earnings from operations, or separately disclosed. We adopted this standard in the first quarter of fiscal 2019 applying the retrospective method. As a result of the adoption, \$0.6 million of pension costs previously reported within "Selling, general, and administrative expenses" has been reclassified to a separate line under earnings from operations to conform to current year presentation.

Effect of new accounting pronouncements to be adopted in future periods — In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*, which requires a lessee to recognize assets and liabilities on the balance sheet for those leases classified as operating leases under previous guidance. In January 2018, the FASB issued ASU 2018-01, *Leases (Topic 842): Land Easement Practical Expedient for Transition to Topic 842*, which affects the guidance in ASU 2016-02. The standard permits the election of an optional transition practical expedient to not evaluate land easements that exist or expired before the adoption of Topic 842 and that were not previously accounted for as leases under Topic 840. In July 2018, the FASB issued ASU 2018-10, *Codification Improvements to Topic 842 (Leases)*, and ASU 2018-11, *Leases (Topic 842), Targeted Improvements*, which provide (i) narrow amendments to clarify how to apply certain aspects of the new lease standard, (ii) entities with an additional transition method to adopt the new standard, and (iii) lessors with a practical expedient for separating components of a contract. Based on a preliminary assessment, we expect that most of our operating lease commitments will be subject to the new guidance and recognized as operating lease liabilities and right-of-use assets upon adoption, resulting in a significant increase in the assets and liabilities on our consolidated balance sheets. We do not expect the adoption of this guidance to have a material impact on our consolidated statement of earnings and statement of cash flows. We will be required to adopt these standards in the first quarter of fiscal 2020 and are required to adopt using a modified retrospective transition approach. We are continuing our evaluation, which may identify additional impacts this standard and its amendments will have on our consolidated financial statements and related disclosures.

2. REVENUE

Nature of products and services — We derive revenue from retail sales at Jack in the Box company-operated restaurants and rental revenue, royalties, advertising, and franchise fees from franchise-operated restaurants.

Our franchise arrangements generally provide for an initial franchise fee of \$50,000 per restaurant and generally require that franchisees pay royalty and marketing fees at 5% of gross sales. The agreement also requires franchisees to pay sourcing, technology and other miscellaneous fees.

Significant accounting policy — “Company restaurant sales” include revenue recognized upon delivery of food and beverages to the customer at company-operated restaurants, which is when our obligation to perform is satisfied. Company restaurant sales exclude taxes collected from the Company’s customers. Company restaurant sales also include income for gift cards. Gift cards, upon customer purchase, are recorded as deferred income and are recognized in revenue as they are redeemed. The timing and amount of revenue recognized related to company restaurant sales was not impacted by the adoption of ASC 606.

“Franchise royalties and other” includes royalties fees and initial franchise fees received from franchisees. Royalties are based upon a percentage of sales of the franchised restaurant and are recognized as earned. Franchise royalties are billed on a monthly basis. Initial franchise fees when a new restaurant opens or at the start of a new franchise term are recorded as deferred revenue when received and recognized as revenue over the term of the franchise agreement.

“Franchise contributions for advertising and other services” includes franchisee contributions billed on a monthly basis to our marketing fund, and sourcing and technology fees, as required under the franchise agreements. Contributions to our marketing fund are based on a percentage of sales and recognized as earned. Sourcing and technology services are recognized when the goods or services are transferred to the franchisee. The adoption of the new revenue standard did not impact the timing of revenue recognition for these fees received; however, these arrangements are now presented on a gross basis because we believe we are the principal in the arrangement.

“Franchise rental revenues” received from franchised restaurants based on fixed rental payments are recognized as revenue over the term of the lease. Certain franchise rents, which are contingent upon sales levels, are recognized in the period in which the contingency is met. Rental revenues are accounted for in accordance with applicable guidance for leases and are excluded from the scope of the new revenue standard.

JACK IN THE BOX INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

Disaggregation of revenue — The following table disaggregates revenue by primary source for the 16-weeks ended January 20, 2019 (*in thousands*):

Sources of revenue:	
Company restaurant sales	\$ 102,832
Franchise rental income	83,890
Franchise royalties	49,507
Marketing fees	47,863
Technology and sourcing fees	3,951
Franchise fees and other services	2,743
Total revenue	<u>\$ 290,786</u>

Contract liabilities — Our contract liabilities consist of deferred revenue resulting from initial fees received from franchisees for new restaurant openings or new franchise terms, which are generally recognized over the franchise term. We classify these contract liabilities as “Other long-term liabilities” and “Accrued liabilities” in our condensed consolidated balance sheets.

A summary of significant changes in our contract liabilities between the date of adoption (October 1, 2018) and January 20, 2019 is presented below (*in thousands*):

	Deferred Franchise Fees
Deferred franchise fees at October 1, 2018	\$ 50,018
Revenue recognized during the period	(1,592)
Additions during the period	500
Deferred franchise fees at January 20, 2019	<u>\$ 48,926</u>

The following table reflects the estimated franchise fees to be recognized in the future related to performance obligations that are unsatisfied at the end of the period (*in thousands*):

2019 (1)	\$ 3,434
2020	4,860
2021	4,838
2022	4,639
2023	4,484
Thereafter	26,671
	<u>\$ 48,926</u>

(1) Represents the estimate for remainder of fiscal year 2019.

We have applied the optional exemption, as provided for under ASC 606, which allows us to not disclose the transaction price allocated to unsatisfied performance obligations when the transaction price is a sales-based royalty.

3. DISCONTINUED OPERATIONS

Qdoba — In December 2017, we entered into a stock purchase agreement (the “Qdoba Purchase Agreement”) with the Buyer to sell all issued and outstanding shares of Qdoba. The Buyer completed the acquisition of Qdoba on March 21, 2018 (the “Qdoba Sale”).

We also entered into a Transition Services Agreement with the Buyer pursuant to which the Buyer is receiving certain services (the “Services”) to enable it to operate the Qdoba business after the closing of the Qdoba Sale. The Services include information technology, finance and accounting, human resources, supply chain and other corporate support services. Under the Agreement, the Services are being provided at cost for a period of up to 12 months, with two 3-month extensions available for certain services. Based on current discussions with the Buyer, we expect certain services will be extended past the original date as allowed for under the Agreement. In 2019, we recorded \$3.7 million in income related to the Services in 2019 as a reduction of selling, general and administrative expenses in the condensed consolidated statements of earnings.

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Further, in 2018, we entered into an Employee Agreement with the Buyer pursuant to which we continued to employ all Qdoba employees who work for the Buyer (the “Qdoba Employees”) from the date of closing of the Qdoba Sale through December 31, 2018. During the term of the Employee Agreement, we paid all wages and benefits of the Qdoba Employees and received reimbursement of these costs from the Buyer. From October 1, 2018 to December 31, 2018, we paid \$35.4 million of Qdoba wages and benefits pursuant to the Employee Agreement.

As the Qdoba Sale represents a strategic shift that had a major effect on our operations and financial results, in accordance with the provisions of FASB authoritative guidance on the presentation of financial statements, Qdoba results are classified as discontinued operations in our condensed consolidated statements of earnings and our condensed consolidated statements of cash flows for all periods presented.

Income taxes — In fiscal 2019, the Company entered into a bilateral California election with Quidditch Acquisition, Inc. to retroactively treat the divestment of Qdoba Restaurant Corporation on March 21, 2018 as a sale of assets instead of a stock sale for income tax purposes. This election reduced the Company’s fiscal year 2018 California tax liability on the divestment by \$2.8 million.

The following table summarizes the Qdoba related activity for each period in discontinued operations (*in thousands, except per share data*):

	Sixteen Weeks Ended	
	January 20, 2019	January 21, 2018
Company restaurant sales	\$ —	\$ 125,770
Franchise revenues	—	5,986
Company restaurant costs (excluding depreciation and amortization)	—	(108,618)
Franchise costs (excluding depreciation and amortization)	—	(1,408)
Selling, general and administrative expenses	302	(12,264)
Depreciation and amortization	—	(5,012)
Impairment and other charges, net	—	(1,669)
Interest expense, net	—	(3,212)
Operating earnings from discontinued operations before income taxes	302	(427)
Gain (loss) on Qdoba Sale	(85)	—
Earnings (losses) from discontinued operations before income taxes	217	(427)
Income tax benefit (expense)	2,760	(205)
Earnings (losses) from discontinued operations, net of income taxes	\$ 2,977	\$ (632)
Net earnings (losses) per share from discontinued operations:		
Basic	\$ 0.11	\$ (0.02)
Diluted	\$ 0.11	\$ (0.02)

Selling, general and administrative expenses presented in the table above include corporate costs directly in support of Qdoba operations. All other corporate costs were classified in results of continuing operations. Our credit facility required us to make a mandatory prepayment (“Qdoba Prepayment”) on our term loan upon the closing of the Qdoba Sale, which was \$260.0 million. In accordance with authoritative guidance on financial statement presentation, interest expense associated with our credit facility was allocated to discontinued operations in the prior year based on our estimate of the mandatory prepayment that was made upon closing of the Qdoba Sale.

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Lease guarantees — While all operating leases held in the name of Qdoba were part of the Qdoba Sale, some of the leases remain guaranteed by the Company pursuant to one or more written guarantees (the “Guarantees”). In the event Qdoba fails to meet its payment and performance obligations under such guaranteed leases, we may be required to make rent and other payments to the landlord under the requirements of the Guarantees. Should we, as guarantor of the lease obligations, be required to make any lease payments due for the remaining term of the subject lease(s) subsequent to March 21, 2018, the maximum amount we may be required to pay is approximately \$35.9 million as of January 20, 2019. The lease terms extend for a maximum of approximately 17 more years as of January 20, 2019, and we would remain a guarantor of the leases in the event the leases are extended for any established renewal periods. In the event that we are obligated to make payments under the Guarantees, we believe the exposure is limited due to contractual protections and recourse available in the lease agreements, as well as the Qdoba Purchase Agreement, including a requirement of the landlord to mitigate damages by re-letting the properties in default, and indemnity from the Buyer. Qdoba continues to meet its obligations under these leases and there have not been any events that would indicate that Qdoba will not continue to meet the obligations of the leases. As such, we have not recorded a liability for the Guarantees as the likelihood of Qdoba defaulting on the assigned agreements was deemed to be less than probable.

4. SUMMARY OF REFRANCHISINGS AND FRANCHISEE DEVELOPMENT

Refranchisings and franchisee development — The following table summarizes the number of restaurants sold to franchisees, the number of restaurants developed by franchisees, and gains recognized in each period (*dollars in thousands*):

	Sixteen Weeks Ended	
	January 20, 2019	January 21, 2018
Restaurants sold to franchisees	—	22
New restaurants opened by franchisees	9	5
Proceeds from the sale of company-operated restaurants:		
Cash (1)	\$ 133	\$ 5,591
Notes receivable	—	9,084
	133	14,675
Net assets sold (primarily property and equipment)	—	(3,637)
Goodwill related to the sale of company-operated restaurants	(2)	(153)
Other (2)	88	(1,945)
Gains on the sale of company-operated restaurants	\$ 219	\$ 8,940

(1) Amounts in 2019 and 2018 include additional proceeds of \$0.1 million and \$1.2 million, respectively, related to restaurants sold in prior years.

(2) Amounts in 2018 primarily relate to \$1.5 million of remodel credits.

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5. FAIR VALUE MEASUREMENTS

Financial assets and liabilities — The following table presents our financial assets and liabilities measured at fair value on a recurring basis (*in thousands*):

	Total	Quoted Prices in Active Markets for Identical Assets (3) (Level 1)	Significant Other Observable Inputs (3) (Level 2)	Significant Unobservable Inputs (3) (Level 3)
Fair value measurements as of January 20, 2019:				
Non-qualified deferred compensation plan (1)	\$ 31,053	\$ 31,053	\$ —	\$ —
Interest rate swaps (Note 6) (2)	7,391	—	7,391	—
Total liabilities at fair value	<u>\$ 38,444</u>	<u>\$ 31,053</u>	<u>\$ 7,391</u>	<u>\$ —</u>
Fair value measurements as of September 30, 2018:				
Non-qualified deferred compensation plan (1)	\$ 37,447	\$ 37,447	\$ —	\$ —
Interest rate swaps (Note 6) (2)	703	—	703	—
Total liabilities at fair value	<u>\$ 38,150</u>	<u>\$ 37,447</u>	<u>\$ 703</u>	<u>\$ —</u>

- (1) We maintain an unfunded defined contribution plan for key executives and other members of management. The fair value of this obligation is based on the closing market prices of the participants' elected investments. The obligation is included in "Accrued liabilities" and "Other long-term liabilities" on our condensed consolidated balance sheets.
- (2) We entered into interest rate swaps to reduce our exposure to rising interest rates on our variable rate debt. The fair values of our interest rate swaps are based upon Level 2 inputs which include valuation models as reported by our counterparties. These valuation models use a discounted cash flow analysis on the cash flows of each derivative. The key inputs for the valuation models are quoted market prices, discount rates and forward yield curves. The Company also considers its own nonperformance risk and the respective counter-party's nonperformance risk in the fair value measurements.
- (3) We did not have any transfers in or out of Level 1, 2 or 3.

The fair values of our debt instruments are based on the amount of future cash flows associated with each instrument discounted using our borrowing rate. At January 20, 2019, the carrying value of all financial instruments was not materially different from fair value, as the borrowings are prepayable without penalty. The estimated fair values of our capital lease obligations approximated their carrying values as of January 20, 2019.

Non-financial assets and liabilities — Our non-financial instruments, which primarily consist of property and equipment, goodwill and intangible assets, are reported at carrying value and are not required to be measured at fair value on a recurring basis. However, on an annual basis, or whenever events or changes in circumstances indicate that their carrying value may not be recoverable, non-financial instruments are assessed for impairment. If applicable, the carrying values are written down to fair value.

In connection with our impairment reviews performed during 2019, no material fair value adjustments were required. Refer to Note 7, *Impairment and Other Charges, Net*, for additional information regarding impairment charges.

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6. DERIVATIVE INSTRUMENTS

Objectives and strategies — We are exposed to interest rate volatility with regard to our variable rate debt. In June 2015, we entered into forward-starting interest rate swap agreements that effectively converted \$500.0 million of our variable rate borrowings to a fixed rate from October 2018 through October 2022.

These agreements have been designated as cash flow hedges under the terms of the FASB authoritative guidance for derivatives and hedging. To the extent that they are effective in offsetting the variability of the hedged cash flows, changes in the fair values of the derivatives are not included in earnings but are included in other comprehensive income (“OCI”). These changes in fair value are subsequently reclassified into net earnings as a component of interest expense as the hedged interest payments are made on our variable rate debt.

Financial position — The following derivative instruments were outstanding as of the end of each period (*in thousands*):

	Balance Sheet Location	Fair Value	
		January 20, 2019	September 30, 2018
Derivatives designated as hedging instruments:			
Interest rate swaps	Accrued liabilities	\$ (402)	\$ (26)
Interest rate swaps	Other long-term liabilities	(6,989)	(1,266)
Interest rate swaps	Other assets, net	—	589
Total derivatives (Note 5)		\$ (7,391)	\$ (703)

Financial performance — The following table summarizes the OCI activity related to our interest rate swap derivative instruments (*in thousands*):

	Location in Income	Sixteen Weeks Ended	
		January 20, 2019	January 21, 2018
(Loss) gain recognized in OCI	N/A	\$ (7,167)	\$ 10,291
Loss reclassified from accumulated OCI into net earnings	Interest expense, net	\$ 479	\$ 1,674

Amounts reclassified from accumulated OCI into interest expense represent payments made to the counterparties for the effective portions of the interest rate swaps. During the periods presented, our interest rate swaps had no hedge ineffectiveness.

7. IMPAIRMENT AND OTHER CHARGES, NET

Impairment and other charges, net in the accompanying condensed consolidated statements of earnings is comprised of the following (*in thousands*):

	Sixteen Weeks Ended	
	January 20, 2019	January 21, 2018
Restructuring costs	\$ 5,840	\$ 358
Costs of closed restaurants and other	866	1,447
Losses on disposition of property and equipment, net	576	184
Accelerated depreciation	416	57
Operating restaurant impairment charges (1)	—	211
	\$ 7,698	\$ 2,257

(1) In 2018, impairment charges relate to our landlord’s sale of a restaurant property to a franchisee.

Restructuring costs — Restructuring charges include costs resulting from the exploration of strategic alternatives (the “Strategic Alternatives Evaluation”) in 2019 and a plan that management initiated to reduce our general and administrative costs. Restructuring charges in 2018 also include costs related to the evaluation of potential alternatives with respect to the Qdoba brand (the “Qdoba Evaluation”), which resulted in the Qdoba Sale. Refer to Note 3, *Discontinued Operations*, for information regarding the Qdoba Sale.

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The following is a summary of our restructuring costs (*in thousands*):

	Sixteen Weeks Ended	
	January 20, 2019	January 21, 2018
Employee severance and related costs (1)	\$ 4,506	\$ (456)
Strategic Alternatives Evaluation (2)	1,334	—
Qdoba Evaluation (3)	—	813
Other	—	1
	\$ 5,840	\$ 358

- (1) 2018 reflects a reduction in severance and related costs due to a change in the number of employees to be terminated in connection with our restructuring activities.
(2) Strategic Alternative Evaluation costs are primarily related to third party advisory services.
(3) Qdoba Evaluation costs are primarily related to retention compensation and third party advisory services.

We currently expect to recognize severance and related costs of approximately \$1.6 million for the remainder of fiscal 2019 related to positions that have been identified for elimination. At this time, we are unable to estimate any additional charges to be incurred related to additional positions that may be identified for elimination or our other restructuring activities.

Total accrued severance costs related to our restructuring activities are included in “Accrued liabilities” on our condensed consolidated balance sheets, and changed as follows during 2019 (*in thousands*):

Balance as of September 30, 2018	\$ 5,309
Costs incurred	4,474
Cash payments	(4,200)
Balance as of January 20, 2019	\$ 5,583

Costs of closed restaurants and other — Costs of closed restaurants in 2019 and 2018 include future lease commitment charges and expected ancillary costs, net of anticipated sublease rentals. Costs in 2018 also include \$0.5 million of additional impairment charges resulting from changes in the market value of three closed restaurant properties held for sale.

Accrued restaurant closing costs, included in “Accrued liabilities” and “Other long-term liabilities” on our condensed consolidated balance sheets, changed as follows during 2019 (*in thousands*):

Balance as of September 30, 2018	\$ 3,534
Additions	—
Adjustments (1)	146
Interest expense	460
Cash payments	(1,179)
Balance as of January 20, 2019 (2) (3)	\$ 2,961

- (1) Adjustments relate primarily to revisions of certain sublease and cost assumptions. Our estimates related to our future lease obligations, primarily the sublease income we anticipate, are subject to a high degree of judgment and may differ from actual sublease income due to changes in economic conditions, desirability of the sites and other factors.
(2) The weighted average remaining lease term related to these commitments is approximately 4 years.
(3) This balance excludes \$2.1 million of restaurant closing costs that are included in “Accrued liabilities” and “Other long-term liabilities” on our condensed consolidated balance sheets, which were initially recorded as losses on the sale of company-operated restaurants to franchisees.

Accelerated depreciation — When a long-lived asset will be replaced or otherwise disposed of prior to the end of its estimated useful life, the useful life of the asset is adjusted based on the estimated disposal date and accelerated depreciation is recognized.

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8. INCOME TAXES

Our tax rate for the quarter ended January 20, 2019 was impacted by the Tax Cuts and Jobs Act (the “Tax Act”), which was enacted into law on December 22, 2017. As a fiscal year taxpayer, the corporate federal tax rate reduction from 35% to 21% was phased in, resulting in a statutory federal tax rate of 24.5% for our fiscal year ending September 30, 2018, and 21.0% for our fiscal year ending September 29, 2019 and subsequent fiscal years.

In 2019 and 2018 income tax provisions reflect tax rates of 23.1% and 78.5%, respectively. The major components of the year over year change in tax rates were the one-time, non-cash impact of the enactment of the Tax Act in fiscal year 2018, a decrease in the statutory tax rate, and an adjustment related to state taxes recorded in the first quarter of fiscal year 2019, partially offset by a decrease in the excess tax benefit on stock compensation. The final annual tax rate cannot be determined until the end of the fiscal year; therefore, the actual annual 2019 rate could differ from our current estimates.

The following is a summary of the components of each tax rate (*dollars in thousands*):

	Sixteen Weeks Ended			
	January 20, 2019		January 21, 2018	
Income tax expense at statutory rate	\$ 10,434	25.8 %	\$ 17,192	28.6 %
One-time, non-cash impact of the Tax Act	—	— %	30,627	51.0 %
Stock compensation excess tax benefit	(50)	(0.1)%	(802)	(1.3)%
Adjustment to state tax provision	(1,027)	(2.6)%	—	— %
Other	16	— %	121	0.2 %
(1)	<u>\$ 9,373</u>	<u>23.1 %</u>	<u>\$ 47,138</u>	<u>78.5 %</u>

(1) Percentages may not add due to rounding.

9. RETIREMENT PLANS

Defined benefit pension plans — We sponsor two defined benefit pension plans, a frozen “Qualified Plan” covering substantially all full-time employees hired prior to January 1, 2011, and an unfunded supplemental executive retirement plan (“SERP”) which provides certain employees additional pension benefits and was closed to new participants effective January 1, 2007. Benefits under both plans are based on the employee’s years of service and compensation over defined periods of employment.

Postretirement healthcare plans — We also sponsor two healthcare plans, closed to new participants, that provide postretirement medical benefits to certain employees who have met minimum age and service requirements. The plans are contributory; with retiree contributions adjusted annually, and contain other cost-sharing features such as deductibles and coinsurance.

Net periodic benefit cost — The components of net periodic benefit cost in each period were as follows (*in thousands*):

	Sixteen Weeks Ended	
	January 20, 2019	January 21, 2018
Defined benefit pension plans:		
Interest cost	\$ 7,048	\$ 6,879
Service cost	—	151
Expected return on plan assets (1)	(8,104)	(8,144)
Actuarial loss (2)	1,219	1,498
Amortization of unrecognized prior service costs (2)	35	45
Net periodic benefit cost	<u>\$ 198</u>	<u>\$ 429</u>
Postretirement healthcare plans:		
Interest cost	\$ 307	\$ 294
Actuarial gain (2)	(49)	(8)
Net periodic benefit cost	<u>\$ 258</u>	<u>\$ 286</u>

(1) Determined as of the beginning of the year based on a return on asset assumption of 6.2%.

(2) Amounts were reclassified from accumulated OCI into net earnings as a component of “Other pension and post-retirement expenses, net.”

Changes in presentation —As discussed in Note 1, *Basis in Presentation*, we adopted ASU 2017-07 during the first quarter of 2019 using the retrospective method, which changed the financial statement presentation of service costs and the other components of net periodic benefit cost. The service cost component continues to be included in operating income; however, the other components are now presented in a separate line below earnings from operations captioned “Other pension and post-retirement expenses, net” in our condensed consolidated statement of earnings. Further, in connection with the adoption, plan administrative expenses historically presented as a component of service cost are now presented as a component of expected return on assets. The prior year components of net periodic benefit costs have been recast to conform to current year presentation.

Future cash flows — Our policy is to fund our plans at or above the minimum required by law. As of January 1, 2018, the date of our last actuarial funding valuation, there was no minimum contribution funding requirement. Details regarding 2019 contributions are as follows (*in thousands*):

	SERP	Postretirement Healthcare Plans
Net year-to-date contributions	\$ 1,763	\$ 348
Remaining estimated net contributions during fiscal 2019	\$ 3,300	\$ 1,000

We continue to evaluate contributions to our Qualified Plan based on changes in pension assets as a result of asset performance in the current market and the economic environment. We do not anticipate making any contributions to our Qualified Plan in fiscal 2019.

10. STOCKHOLDERS' DEFICIT

Summary of changes in stockholders' deficit — A reconciliation of the beginning and ending amounts of deficit is presented below (*in thousands*):

	Sixteen Weeks Ended	
	January 20, 2019	January 21, 2018
Balance at beginning of period	\$ (591,699)	\$ (388,130)
Shares issued under stock plans, including tax benefit	115	—
Share-based compensation	1,909	3,385
Dividends declared	(10,318)	(11,773)
Net earnings	34,098	12,190
Other comprehensive (loss) income, net of taxes	(4,071)	9,919
Cumulative-effect from a change in accounting principle	(37,330)	(151)
Balance at end of period	<u>\$ (607,296)</u>	<u>\$ (374,560)</u>

Repurchases of common stock — In 2019, we have not repurchased any common shares. In November 2018, the Board of Directors approved an additional \$60.0 million stock-buyback program that expires in November 2019. As of January 20, 2019, there was approximately \$101.0 million remaining under the Board-authorized stock buyback program which expire November 2019.

Repurchases of common stock included in our condensed consolidated statement of cash flows for fiscal 2019 includes \$14.4 million related to repurchase transactions traded in the prior fiscal year that settled in 2019.

Dividends — In November 2018, the Board of Directors declared a cash dividend of \$0.40 per common share which was paid on December 18, 2018 to shareholders of record as of the close of business on December 5, 2018 and totaled \$10.3 million. Future dividends are subject to approval by our Board of Directors.

11. AVERAGE SHARES OUTSTANDING

Our basic earnings per share calculation is computed based on the weighted-average number of common shares outstanding. Our diluted earnings per share calculation is computed based on the weighted-average number of common shares outstanding adjusted by the number of additional shares that would have been outstanding had the potentially dilutive common shares been issued. Potentially dilutive common shares include stock options, nonvested stock awards and units, and non-management director stock equivalents. Performance share awards are included in the average diluted shares outstanding each period if the performance criteria have been met at the end of the respective periods.

The following table reconciles basic weighted-average shares outstanding to diluted weighted-average shares outstanding (*in thousands*):

	Sixteen Weeks Ended	
	January 20, 2019	January 21, 2018
Weighted-average shares outstanding – basic	25,907	29,551
Effect of potentially dilutive securities:		
Nonvested stock awards and units	208	229
Stock options	11	64
Performance share awards	2	9
Weighted-average shares outstanding – diluted	<u>26,128</u>	<u>29,853</u>
Excluded from diluted weighted-average shares outstanding:		
Antidilutive	186	90
Performance conditions not satisfied at the end of the period	89	74

12. CONTINGENCIES AND LEGAL MATTERS

Legal matters — We assess contingencies, including litigation contingencies, to determine the degree of probability and range of possible loss for potential accrual in our financial statements. An estimated loss contingency is accrued in the financial statements if it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated. Because litigation is inherently unpredictable, assessing contingencies is highly subjective and requires judgments about future events. When evaluating litigation contingencies, we may be unable to provide a meaningful estimate due to a number of factors, including the procedural status of the matter in question, the availability of appellate remedies, insurance coverage related to the claim or claims in question, the presence of complex or novel legal theories, and the ongoing discovery and development of information important to the matter. In addition, damage amounts claimed in litigation against us may be unsupported, exaggerated, or unrelated to possible outcomes, and as such are not meaningful indicators of our potential liability or financial exposure. We regularly review contingencies to determine the adequacy of the accruals and related disclosures. The ultimate amount of loss may differ from these estimates.

Gessele v. Jack in the Box Inc. — In August 2010, five former employees instituted litigation in federal court in Oregon alleging claims under the federal Fair Labor Standards Act and Oregon wage and hour laws. The plaintiffs alleged that the Company failed to pay non-exempt employees for certain meal breaks and improperly made payroll deductions for shoe purchases and for workers' compensation expenses, and later added additional claims relating to timing of final pay and related wage and hour claims involving employees of a franchisee. In 2016, the court dismissed the federal claims and those relating to franchise employees. In June 2017, the court granted class certification with respect to state law claims of improper deductions and late payment of final wages. In fiscal 2012, we accrued for a single claim for which we believe a loss is both probable and estimable; this accrued loss contingency did not have a material effect on our results of operations. In October 11, 2018, Plaintiff's counsel alleged that the total potential damages were approximately \$62 million, without providing a specific basis for that amount. We continue to believe that no additional losses are probable beyond this accrual and we cannot estimate a possible loss contingency or range of reasonably possible loss contingencies beyond the accrual. We plan to vigorously defend against this lawsuit. Nonetheless, an unfavorable resolution of this matter in excess of our current accrued loss contingencies could have a material adverse effect on our business, results of operations, liquidity, or financial condition.

Other legal matters — In addition to the matter described above, we are subject to normal and routine litigation brought by former or current employees, customers, franchisees, vendors, landlords, shareholders or others. We intend to defend ourselves in any such matters. Some of these matters may be covered, at least in part, by insurance or other third party indemnity obligation. Our insurance liability (undiscounted) and reserves are established in part by using independent actuarial estimates of expected losses for reported claims and for estimating claims incurred but not reported. We believe that the ultimate determination of liability in connection with legal claims pending against us, if any, in excess of amounts already provided for such matters in the consolidated financial statements, will not have a material adverse effect on our business, our annual results of operations, liquidity or financial position; however, it is possible that our business, results of operations, liquidity, or financial condition could be materially affected in a particular future reporting period by the unfavorable resolution of one or more matters or contingencies during such period.

Lease guarantees — While all operating leases held in the name of Qdoba were part of the Qdoba Sale, some of the leases remain guaranteed by the Company pursuant to one or more written guarantees. In the event Qdoba fails to meet its payment and performance obligations under such guaranteed leases, we may be required to make rent and other payments to the landlord under the requirements of the Guarantees. Qdoba continues to meet its obligations under these leases and there have not been any events that would indicate that Qdoba will not continue to meet the obligations of the leases. As such, we have not recorded a liability for the Guarantees as the likelihood of Qdoba defaulting on the assigned agreements was deemed to be less than probable. Refer to Note 3, *Discontinued Operations*, for additional information regarding the Guarantees.

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13. SUPPLEMENTAL CONSOLIDATED CASH FLOW INFORMATION *(in thousands)*

	Sixteen Weeks Ended	
	January 20, 2019	January 21, 2018
Non-cash investing and financing transactions:		
Decrease in obligations for treasury stock repurchases	\$ 14,362	\$ —
Decrease in obligations for purchases of property and equipment	\$ 4,927	\$ 4,201
Increase in dividends accrued or converted to common stock equivalents	\$ 58	\$ 78
Decrease in capital lease obligations from the termination of equipment and building leases	\$ 7	\$ 685
Increase in notes receivable from the sale of company-operated restaurants	\$ —	\$ 9,084
Equipment capital lease obligations incurred	\$ —	\$ 39

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14. SUPPLEMENTAL CONSOLIDATED BALANCE SHEET INFORMATION *(in thousands)*

	January 20, 2019	September 30, 2018
Accounts and other receivables, net:		
Trade	\$ 34,989	\$ 35,877
Due from marketing fund	13,774	—
Notes receivable	10,666	11,480
Income tax receivable	1,132	5,637
Other	2,513	6,123
Allowance for doubtful accounts	(1,533)	(1,695)
	<u>\$ 61,541</u>	<u>\$ 57,422</u>
Prepaid expenses:		
Prepaid rent	\$ 4,763	\$ —
Prepaid income taxes	868	4,837
Prepaid advertising	—	4,318
Other	4,736	5,288
	<u>\$ 10,367</u>	<u>\$ 14,443</u>
Other assets, net:		
Company-owned life insurance policies	\$ 107,045	\$ 109,908
Deferred rent receivable	48,844	48,372
Other	43,573	40,986
	<u>\$ 199,462</u>	<u>\$ 199,266</u>
Accrued liabilities:		
Insurance	\$ 35,829	\$ 35,405
Payroll and related taxes	19,161	29,498
Deferred franchise fees	4,963	375
Sales and property taxes	2,830	4,555
Gift card liability	2,467	2,081
Other	35,179	35,008
	<u>\$ 100,429</u>	<u>\$ 106,922</u>
Other long-term liabilities:		
Defined benefit pension plans	\$ 67,214	\$ 69,012
Deferred franchise fees	43,963	—
Straight-line rent accrual	30,731	31,762
Other	92,908	92,675
	<u>\$ 234,816</u>	<u>\$ 193,449</u>

15. SUBSEQUENT EVENTS

On February 18, 2019, the Board of Directors declared a cash dividend of \$0.40 per common share, to be paid on March 19, 2019 to shareholders of record as of the close of business on March 4, 2019.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

GENERAL

All comparisons between 2019 and 2018 refer to the 16-weeks ("quarter") ended January 20, 2019 and January 21, 2018, respectively, unless otherwise indicated.

For an understanding of the significant factors that influenced our performance during 2019 and 2018, our Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") should be read in conjunction with the condensed consolidated financial statements and related notes included in this Quarterly Report and our Annual Report on Form 10-K for the fiscal year ended September 30, 2018.

Our MD&A consists of the following sections:

- **Overview** — a general description of our business and 2019 highlights.
- **Financial reporting** — a discussion of changes in presentation, if any.
- **Results of operations** — an analysis of our condensed consolidated statements of earnings for the periods presented in our condensed consolidated financial statements.
- **Liquidity and capital resources** — an analysis of our cash flows including pension and postretirement health contributions, capital expenditures, sale of company-operated restaurants, franchise tenant improvement allowance distributions, our credit facility, share repurchase activity, dividends, known trends that may impact liquidity and the impact of inflation, if applicable.
- **Discussion of critical accounting estimates** — a discussion of accounting policies that require critical judgments and estimates.
- **New accounting pronouncements** — a discussion of new accounting pronouncements, dates of implementation and the impact on our consolidated financial position or results of operations, if any.
- **Cautionary statements regarding forward-looking statements** — a discussion of the risks and uncertainties that may cause our actual results to differ materially from any forward-looking statements made by management.

We have included in our MD&A certain performance metrics that management uses to assess company performance and which we believe will be useful in analyzing and understanding our results of operations. These metrics include:

- Changes in sales at restaurants open more than one year ("same-store sales"), system restaurant sales, franchised restaurant sales, and average unit volumes ("AUVs"). Same-store sales, restaurant sales, and AUVs are presented for franchised restaurants and on a system-wide basis, which includes company and franchise restaurants. Franchise sales represent sales at franchise restaurants and are revenues of our franchisees. We do not record franchise sales as revenues; however, our royalty revenues and percentage rent revenues are calculated based on a percentage of franchise sales. We believe franchise and system same-store sales, franchised and system restaurant sales, and AUV information are useful to investors as they have a direct effect on the Company's profitability.
- Adjusted EBITDA, which represents net earnings on a generally accepted accounting principles ("GAAP") basis excluding gains or losses from discontinued operations, income taxes, interest expense, net, gains on the sale of company-operated restaurants, impairment and other charges, depreciation and amortization, and the amortization of tenant improvement allowances. We are presenting Adjusted EBITDA because we believe that it provides a meaningful supplement to net earnings of the Company's core business operating results, as well as a comparison to those of other similar companies. Management believes that Adjusted EBITDA, when viewed with the Company's results of operations in accordance with GAAP and the accompanying reconciliations within MD&A, provides useful information about operating performance and period-over-period change, and provides additional information that is useful for evaluating the operating performance of the Company's core business without regard to potential distortions. Additionally, management believes that Adjusted EBITDA permits investors to gain an understanding of the factors and trends affecting our ongoing cash earnings, from which capital investments are made and debt is serviced.

Same-store sales, system restaurant sales, franchised restaurant sales, AUVs, and Adjusted EBITDA are not measurements determined in accordance with GAAP and should not be considered in isolation, or as an alternative to earnings from operations, or other similarly titled measures of other companies.

OVERVIEW

As of January 20, 2019, we operated and franchised 2,241 Jack in the Box quick-service restaurants, primarily in the western and southern United States, including one in Guam.

The following summarizes the most significant events occurring year-to-date in fiscal 2019, and certain trends compared to a year ago:

- **Same-store and system sales** — System same-store sales decreased 0.1%, and system sales decreased \$5.9 million, or 0.6%, compared with a year ago. Menu price increases and favorable product mix were partially offset at company-operated restaurants and more than offset at franchise-operated restaurants by a decrease in traffic.
- **Company restaurant operations** — Company restaurant costs as a percentage of company restaurant sales decreased in 2019 to 73.8% from 74.0% a year ago primarily due to the benefit of refranchising units that had lower AUVs than the average for all company restaurants, partially offset by higher costs for labor and other operating expenses.
- **Franchise operations** — Excluding the impacts of the adoption of ASC 606 further described below, franchise costs as a percentage of franchise revenues were largely flat compared to prior year.
- **Restructuring costs** — In 2019, we have continued with our plan to reduce our general and administrative costs by revamping our organization and cost structures. Additionally, in the first quarter of fiscal 2019, we began an evaluation of strategic alternatives for the Company (the “Strategic Alternatives Evaluation”). In connection with these activities, we have recorded \$5.8 million of restructuring charges in 2019, which includes \$4.5 million primarily related to severance costs, and \$1.3 million related to the Strategic Alternatives Evaluation. These costs are included in “Impairment and other costs, net” in the accompanying condensed consolidated statements of earnings.
- **Return of cash to shareholders** — We returned cash to shareholders in the form of cash dividends. We declared a cash dividend of \$0.40 per share totaling \$10.3 million.
- **Adjusted EBITDA** — Adjusted EBITDA decreased in 2019 to \$83.0 million from \$85.4 million in 2018.

FINANCIAL REPORTING

In fiscal 2019, we adopted ASU 2014-09, *Revenue Recognition - Revenue from Contracts with Customers (Topic 606)* (“ASC 606”), using the modified retrospective method, whereby the cumulative effect of initially adopting the guidance was recognized as an adjustment to beginning retained earnings at October 1, 2018. The comparative information has not been restated and continues to be reported under the accounting standards in effect for those periods. The most significant effects of this transition that affect comparability of our results of operations between 2019 and 2018 include the following:

- Franchise fee revenue for initial franchise services will be recognized over the franchise term beginning in 2019 compared to upfront recognition under the previous revenue guidance.
- Franchise contribution for advertising and other services are reflected on a gross basis in 2019 compared to a net basis in 2018. Newly created captions “Franchise contribution for advertising and other services” and “Franchise advertising and other services expenses” include the gross-up of respective revenues and expenses; however, the 2018 results have not been restated to conform to current year presentation.

In fiscal 2018, we completed the sale of Qdoba on March 21, 2018. Qdoba results are included in discontinued operations for all periods presented.

RESULTS OF OPERATIONS

The following table presents certain income and expense items included in our condensed consolidated statements of earnings as a percentage of total revenues, unless otherwise indicated. Percentages may not add due to rounding.

CONDENSED CONSOLIDATED STATEMENTS OF EARNINGS DATA

	Sixteen Weeks Ended	
	January 20, 2019	January 21, 2018
Revenues:		
Company restaurant sales	35.4%	57.6%
Franchise rental revenues	28.8%	26.2%
Franchise royalties and other	18.0%	16.2%
Franchise contributions for advertising and other services	17.8%	—%
Total revenues	100.0%	100.0%
Operating costs and expenses, net:		
Company restaurant costs (excluding depreciation and amortization):		
Food and packaging (1)	28.8%	28.8%
Payroll and employee benefits (1)	29.4%	28.8%
Occupancy and other (1)	15.6%	16.4%
Total company restaurant costs (1)	73.8%	74.0%
Franchise occupancy expenses (excluding depreciation and amortization) (2)	60.5%	60.2%
Franchise support and other costs (3)	5.4%	5.2%
Franchise advertising and other services expenses (4)	104.7%	—%
Selling, general and administrative expenses	8.3%	11.6%
Depreciation and amortization	5.9%	6.5%
Impairment and other charges, net	2.6%	0.8%
Gains on the sale of company-operated restaurants	(0.1)%	(3.0)%
Earnings from operations	20.1%	24.9%
Income tax rate (5)	23.1%	78.5%

(1) As a percentage of company restaurant sales.

(2) As a percentage of franchise rental revenues.

(3) As a percentage of franchise royalties and other.

(4) As a percentage of franchise contributions for advertising and other services.

(5) As a percentage of earnings from continuing operations and before income taxes.

CHANGES IN SAME-STORE SALES

	Sixteen Weeks Ended	
	January 20, 2019	January 21, 2018
Company	0.5 %	0.2 %
Franchise	(0.1)%	(0.3)%
System	(0.1)%	(0.2)%

The following table summarizes the changes in the number and mix of company and franchise restaurants:

	2019			2018		
	Company	Franchise	Total	Company	Franchise	Total
Beginning of year	137	2,100	2,237	276	1,975	2,251
New	—	9	9	1	5	6
Refranchised	—	—	—	(22)	22	—
Closed	—	(5)	(5)	—	(7)	(7)
End of period	137	2,104	2,241	255	1,995	2,250
% of system	6%	94%	100%	11%	89%	100%

The following table summarizes the restaurant sales for company-owned, franchised, and total system sales (*in thousands*):

	Sixteen Weeks Ended	
	January 20, 2019	January 21, 2018
Company-owned restaurant sales	\$ 102,832	\$ 169,637
Franchised restaurant sales	959,960	899,062
System sales	\$ 1,062,792	\$ 1,068,699

Below is a reconciliation of Non-GAAP Adjusted EBITDA to the most directly comparable GAAP measure, net earnings (*in thousands*):

ADJUSTED EBITDA

	Sixteen Weeks Ended	
	January 20, 2019	January 21, 2018
Net earnings - GAAP	\$ 34,098	\$ 12,190
(Earnings) losses from discontinued operations, net of taxes	(2,977)	699
Income taxes	9,373	47,138
Interest expense, net	17,374	12,780
Gains on the sale of company-operated restaurants	(219)	(8,940)
Impairment and other charges, net	7,698	2,257
Depreciation and amortization	17,169	19,157
Amortization of franchise tenant improvement allowances	530	147
Adjusted EBITDA - Non-GAAP	\$ 83,046	\$ 85,428

Company Restaurant Operations

The following table presents company restaurant sales and costs, and restaurant costs as a percentage of the related sales. Percentages may not add due to rounding (*dollars in thousands*):

	Sixteen Weeks Ended					
	January 20, 2019		January 21, 2018			
Company restaurant sales	\$	102,832	\$	169,637		
Company restaurant costs:						
Food and packaging		29,616	28.8%	48,864	28.8%	
Payroll and employee benefits		30,274	29.4%	48,940	28.8%	
Occupancy and other		16,013	15.6%	27,750	16.4%	
Total company restaurant costs	\$	75,903	73.8%	\$	125,554	74.0%

Company restaurant sales decreased \$66.8 million in 2019 as compared with the prior year primarily driven by a decrease in the number of company restaurants resulting from the execution of our refranchising strategy and, to a lesser extent, by a decrease in traffic, which was more than offset by menu price increases and favorable product mix. The following table presents the approximate impact of these (decreases) increases on company restaurant sales in 2019 (*in millions*):

	Sixteen Weeks Ended
Decrease in the average number of restaurants	\$ (67.8)
AUV increase	1.0
Total change in company restaurant sales	\$ (66.8)

Same-store sales at company-operated restaurants increased 0.5% in 2019 as compared with the prior year primarily due to menu price increases and favorable product mix, partially offset by a decline in transactions. The following table summarizes the change in company-operated same-store sales versus a year ago:

	Sixteen Weeks Ended	
	January 20, 2019	January 21, 2018
Average check (1)	3.8 %	2.6 %
Transactions	(3.3)%	(2.4)%
Change in same-store sales	0.5 %	0.2 %

(1) Amounts in 2019 and 2018 include price increases of approximately 2.6% and 1.6%, respectively.

Food and packaging costs as a percentage of company restaurant sales remained consistent at 28.8% in 2019 and 2018 primarily due to menu price increases and favorable product mix, partially offset by higher commodity costs. Commodity costs increased 0.8% compared to a year ago due primarily to higher costs for potatoes and beverages, partially offset by lower costs for beef and pork. Potatoes increased most significantly by 7% in the quarter while beef, our most significant commodity, decreased approximately 5% in 2019 compared with the prior year. For fiscal 2019, we currently expect commodity costs to increase approximately 2% compared with fiscal 2018.

Payroll and employee benefit costs as a percentage of company restaurant sales increased to 29.4% in 2019 compared with 28.8% in 2018 due primarily to higher average wages resulting from a change in the mix of restaurants due to refranchising, wage inflation, and a highly competitive labor market.

Occupancy and other costs decreased \$11.7 million in 2019 compared to the prior year, primarily due to a decrease in the average number of restaurants, impacting occupancy and other costs by approximately \$13 million, partially offset by higher costs for maintenance and repairs, uniforms, utilities, information technology and property rent. The decrease in occupancy and other costs as a percentage of company restaurant sales in 2019 compared to 2018 was primarily due to the benefit of refranchising units that had lower AUVs than the average for all company restaurants.

Franchise Operations

The following table presents franchise revenues and costs in each period and other information we believe is useful in analyzing the change in franchise operating results (*dollars in thousands*):

	Sixteen Weeks Ended	
	January 20, 2019	January 21, 2018
Franchise rental revenues	\$ 83,890	\$ 77,217
Royalties	49,507	46,293
Franchise fees and other	2,743	1,316
Franchise royalties and other	52,250	47,609
Franchise contributions for advertising and other services	51,814	—
Total franchise revenues	\$ 187,954	\$ 124,826
Franchise occupancy expenses (excluding depreciation and amortization)	\$ 50,713	\$ 46,521
Franchise support and other costs	2,845	2,482
Franchise advertising and other services expenses	54,270	—
Total franchise costs	\$ 107,828	\$ 49,003
Franchise costs as a % of total franchise revenues	57.4 %	39.3 %
Average number of franchise restaurants	2,084	1,975
% increase	5.5 %	
Decrease in franchise-operated same-store sales	(0.1)%	(0.3)%
Franchised restaurant sales	\$ 959,960	\$ 899,062
Franchised restaurant AUVs	\$ 461	\$ 455
Royalties as a percentage of total franchised restaurant sales	5.2 %	5.1 %

Franchise rental revenues increased \$6.7 million, or 8.6%, in 2019 as compared with the prior year. This increase is primarily due to additional rental revenues in 2019 of \$7.0 million resulting from an increase in the number of restaurants leased or subleased from the Company due to our refranchising strategy.

Franchise royalties and other increased \$4.6 million, or 9.7%, in 2019 versus a year ago primarily due to an increase in the number of franchise restaurants.

In years prior to 2019, franchise contributions for advertising and other services were shown net with the related disbursements within “Selling, general, and administrative expenses” in our condensed consolidated statement of earnings. In the first quarter of 2019, we adopted ASC 606, which requires these revenues and expenses to be presented gross on our condensed consolidated statement of earnings. Refer to Note 2, *Revenue*, for additional information related to the adoption of this new accounting standard.

Franchise occupancy expenses, principally rents, increased \$4.2 million in 2019 versus a year ago due primarily to a net increase in the average number of franchise-operated restaurants resulting from our refranchising strategy, contributing additional costs of approximately \$4.0 million.

Franchise support and other costs increased \$0.4 million in 2019 compared with a year ago due primarily to an increase in costs associated with franchise remodels in 2019.

Depreciation and Amortization

Depreciation and amortization decreased by \$2.0 million in 2019 as compared with the prior year, primarily due to a decrease in equipment depreciation driven by a decrease in the average number of company-operated restaurants resulting from our refranchising activities in 2018. To a lesser extent, a decline in depreciation resulting from our franchise building assets becoming fully depreciated also contributed to the decrease.

Selling, General and Administrative (“SG&A”) Expenses

The following table presents the change in 2019 SG&A expenses compared with the prior year (*in thousands*):

	Increase / (Decrease)
Incentive compensation (including share-based compensation and related payroll taxes)	\$ (4,526)
Advertising	(1,650)
Technology fees	(1,470)
Region administration	(964)
Legal fees	857
Cash surrender value of COLI policies, net	1,712
Other (includes transition services income and savings related to our restructuring plan)	(3,937)
	<u>\$ (9,978)</u>

Incentive compensation decreased in 2019 primarily due to lower levels of performance in 2019 versus the prior year as compared to target bonus levels and a decrease of \$1.0 million in share-based compensation primarily related to the elimination of retiree eligible accelerated vesting provisions in our fiscal 2019 restricted stock unit grants.

Advertising costs are primarily contributions to our marketing fund and are determined as a percentage of gross restaurant sales. Advertising costs decreased due to a decrease in the number of company-operated restaurants resulting from our refranchising efforts. These decreases were partially offset by incremental contributions to the marketing fund of \$2.0 million in 2019 for additional system-wide promotional activity.

Upon adoption of ASC 606 in 2019, technology fees and costs are recorded on a gross basis within our condensed consolidated statements of earnings within “Franchise contributions from advertising and other services” and “Franchise advertising and other services expenses.”

Region administration costs decreased in 2019 as compared to 2018 due primarily to workforce reductions related to our refranchising efforts.

The cash surrender value of our Company-owned life insurance (“COLI”) policies, net of changes in our non-qualified deferred compensation obligation supported by these policies, are subject to market fluctuations. The changes in market values had a negative impact of \$1.4 million in 2019, compared with a positive impact of \$0.3 million in the prior year.

Impairment and Other Charges, Net

Impairment and other charges, net is comprised of the following (*in thousands*):

	Sixteen Weeks Ended	
	January 20, 2019	January 21, 2018
Restructuring costs	\$ 5,840	\$ 358
Costs of closed restaurants and other	866	1,447
Losses on disposition of property and equipment, net	576	184
Accelerated depreciation	416	57
Operating restaurant impairment charges (1)	—	211
	<u>\$ 7,698</u>	<u>\$ 2,257</u>

(1) In 2018, impairment charges relate to our landlord’s sale of a restaurant property to a franchisee.

Impairment and other charges, net increased \$5.4 million in 2019 compared with a year ago. The increase was primarily driven by a \$5.5 million increase in restructuring costs, primarily relating to severance and the Strategic Alternatives Evaluation. This increase was partially offset by a decrease of \$0.6 million in costs of closed restaurants primarily related to changes in the market value of three closed restaurant properties held for sale in the first quarter of 2018. Refer to Note 7, *Impairment and Other Charges, Net*, of the notes to the condensed consolidated financial statements for additional information regarding these charges.

Gains on the Sale of Company-Operated Restaurants

Gains on the sale of company-operated restaurants, net are detailed in the following table (*dollars in thousands*):

	Sixteen Weeks Ended	
	January 20, 2019	January 21, 2018
Number of restaurants sold to franchisees	—	22
Gains on the sale of company-operated restaurants	\$ 219	\$ 8,940

Gains are impacted by the number of restaurants sold and changes in average gains or losses recognized, which primarily relate to the specific sales and cash flows of those restaurants. Gains in 2019 primarily relate to escrow funds released on restaurants sold in prior years. Refer to Note 4, *Summary of Refranchisings and Franchisee Development*, of the notes to the condensed consolidated financial statements for additional information regarding these gains.

Interest Expense, Net

Interest expense, net is comprised of the following (*in thousands*):

	Sixteen Weeks Ended	
	January 20, 2019	January 21, 2018
Interest expense	\$ 17,612	\$ 12,811
Interest income	(238)	(31)
Interest expense, net	\$ 17,374	\$ 12,780

Interest expense, net increased \$4.6 million in 2019 compared with a year ago primarily due to higher average interest rates on average borrowings. As described in Note 3, *Discontinued Operations*, a portion of interest costs was allocated to discontinued operations in the prior year based on our estimate of the mandatory prepayment that was made upon closing of the Qdoba Sale.

Income Taxes

The tax rate in 2019 was 23.1% in the quarter compared with 78.5% a year ago. The major components of the change in tax rates were the non-cash impact of the enactment of the Tax Act in fiscal year 2018, a decrease in the statutory tax rate, and an adjustment related to state taxes recorded in the first quarter of fiscal year 2019, partially offset by a decrease in the excess tax benefit on stock compensation. We expect the fiscal year tax rate to be approximately 26.0% to 27.0%. The final annual tax rate cannot be determined until the end of the fiscal year; therefore, the actual 2019 rate could differ from our current estimates. Refer to Note 8, *Income Taxes*, of the notes to the condensed consolidated financial statements for additional information regarding income taxes.

Earnings (Losses) from Discontinued Operations, Net

As described in Note 3, *Discontinued Operations*, in the notes to condensed consolidated financial statements, the results of operations from our distribution business and Qdoba have been reported as discontinued operations for all periods presented. Refer to Note 3 for additional information regarding discontinued operations.

LIQUIDITY AND CAPITAL RESOURCES

General

Our primary sources of short-term and long-term liquidity are expected to be cash flows from operations and our revolving bank credit facility.

We generally reinvest available cash flows from operations to enhance existing restaurants, to reduce debt, to repurchase shares of our common stock, to pay cash dividends, and to develop new restaurants. Our cash requirements consist principally of:

- working capital;
- capital expenditures for restaurant renovations and new restaurant construction;
- income tax payments;
- debt service requirements;
- franchise tenant improvement allowance distributions; and
- obligations related to our benefit plans.

Based upon current levels of operations and anticipated growth, we expect that cash flows from operations, combined with other financing alternatives in place or available, will be sufficient to meet our capital expenditure, working capital and debt service requirements for at least the next twelve months and the foreseeable future.

As is common in the restaurant industry, we maintain relatively low levels of accounts receivable and inventories, and our vendors grant trade credit for purchases such as food and supplies. We also continually invest in our business through the addition of new units and refurbishment of existing units, which are reflected as long-term assets and not as part of working capital. As a result, we may at times maintain current liabilities in excess of current assets, which results in a working capital deficit.

Cash Flows

The table below summarizes our cash flows from continuing operations (*in thousands*):

	Sixteen Weeks Ended	
	January 20, 2019	January 21, 2018
Total cash provided by (used in):		
Operating activities	\$ 37,601	\$ 53,730
Investing activities	(4,263)	(1,818)
Financing activities	(31,743)	(54,917)
Net cash flows	\$ 1,595	\$ (3,005)

Operating Activities. Operating cash flows in 2019 decreased \$16.1 million compared with a year ago primarily due to unfavorable changes in working capital of \$11.4 million, mainly attributable to higher incentive compensation paid in the current fiscal period and timing of receipts and expenditures, as well as lower net income adjusted for non-cash items of \$4.8 million.

Pension and Postretirement Contributions — Our policy is to fund our pension plans at or above the minimum required by law. As of January 1, 2018, the date of our last actuarial funding valuation, there was no minimum contribution funding requirement for our qualified pension plan. We continue to evaluate contributions to our Qualified Plan based on changes in pension assets as a result of asset performance in the current market and the economic environment. We do not anticipate making any contributions to our Qualified Plan in fiscal 2019. In 2019, we contributed \$2.1 million to our non-qualified pension plan and postretirement plans.

Investing Activities. Cash used in investing activities increased \$2.4 million compared with a year ago primarily due to \$8.4 million lower proceeds received in connection with the sale of company-owned restaurants, including collections on notes issued in connection with the 2018 refranchising, as well as \$4.9 million lower proceeds from the sale and leaseback of assets in 2018. These decreases were partially offset by a \$13.1 million increase in Qdoba inter-company transfers in 2018.

Capital Expenditures — The composition of capital expenditures in each period follows (*in thousands*):

	Sixteen Weeks Ended	
	January 20, 2019	January 21, 2018
Jack in the Box:		
Restaurant facility expenditures	\$ 7,346	\$ 8,554
New restaurants	1,301	555
Other, including information technology	2,525	657
	11,172	9,766
Corporate Services:		
Information technology	11	1,017
Other, including facility improvements	—	10
	11	1,027
Total capital expenditures	\$ 11,183	\$ 10,793

Our capital expenditure program includes, among other things, investments in new equipment, restaurant remodeling, information technology enhancements, and new locations. Capital expenditures increased \$0.4 million compared to a year ago primarily resulting from a \$0.9 million increase in spending related to restaurant and corporate services information technology, and a \$0.7 million increase in spending related to building new Jack in the Box restaurants, partially offset by a \$1.2 million decrease in spending related to restaurant facility expenditures. We expect fiscal 2019 capital expenditures to be approximately \$30.0 million to \$35.0 million.

Financing Activities. Cash flows used in financing activities decreased \$23.2 million in 2019 compared with a year ago primarily due to lower net repayments of \$24.9 million borrowings under our credit facility and an increase of \$9.4 million in cash book overdrafts resulting from timing differences on checks issued but not yet endorsed, partially offset by an increase of \$14.4 million in cash used to repurchase common stock.

Credit Facility — Our credit facility was amended on March 21, 2018, which extended the revolving credit agreement and the term loan maturity dates to March 19, 2020. As of January 20, 2019, we had \$325.7 million outstanding under the term loan, borrowings under the revolving credit agreement of \$727.4 million, and letters of credit outstanding of \$31.4 million. As of January 20, 2019, our unused borrowing capacity was \$141.2 million.

The interest rate on our credit facility is based on our leverage ratio and can range from the London Interbank Offered Rate (“LIBOR”) plus 1.25% to 2.25% with a 0% floor on LIBOR. The interest rate as of January 20, 2019 was LIBOR plus 2.25%.

We are subject to a number of customary covenants under our credit facility, including limitations on additional borrowings, acquisitions, loans to franchisees, lease commitments, stock repurchases and dividend payments, and requirements to maintain certain financial ratios as defined in the credit agreement. The amendment raised our maximum leverage ratio from 4.0 times to 4.5 times and permits unlimited cash dividends and share repurchases if pro forma leverage is less than 4.0 times, subject also to pro forma fixed charge covenant compliance.

We were in compliance with all covenants as of January 20, 2019.

Interest Rate Swaps — To reduce our exposure to fluctuating interest rates under our credit facility, we consider interest rate swaps. In June 2015, we entered into forward-starting interest rate swap agreements that effectively converted \$500.0 million of our variable rate borrowings to a fixed-rate from October 2018 through October 2022. For additional information, refer to Note 6, *Derivative Instruments*, of the notes to our condensed consolidated financial statements.

Repurchases of Common Stock — We did not repurchase any common shares during 2019 or 2018. In November 2018, the Board of Directors approved a stock buyback program for up to \$60.0 million in shares of our common stock, expiring in November 2019. As of January 20, 2019, there was approximately \$101.0 million remaining under Board-authorized stock-buyback programs which expire in November 2019. Repurchases of common stock included in our condensed consolidated statement of cash flows for fiscal 2019 includes \$14.4 million related to repurchase transactions traded in the prior fiscal year that settled in 2019.

Dividends — During 2019, the Board of Directors declared a cash dividend of \$0.40 per common share totaling \$10.3 million. Future dividends are subject to approval by our Board of Directors.

Off-Balance Sheet Arrangements

We have entered into certain off-balance sheet contractual obligations and commitments in the ordinary course of business, which are recognized in our condensed consolidated financial statements in accordance with U.S. generally accepted accounting principles. There has been no material change in these arrangements as disclosed in our Management's Discussion and Analysis of Financial Condition and Results of Operations included in our Annual Report on Form 10-K for the fiscal year ended September 30, 2018. We are not a party to any other off-balance sheet arrangements that have, or are reasonably likely to have, a current or future material effect on our financial condition, changes in financial condition, results of operations, liquidity, capital expenditures or capital resources.

DISCUSSION OF CRITICAL ACCOUNTING ESTIMATES

Critical accounting estimates are those that we believe are most important for the portrayal of the Company's financial condition and results, and that require management's most subjective and complex judgments. Judgments and uncertainties regarding the application of these policies may result in materially different amounts being reported under various conditions or using different assumptions. There have been no material changes to the critical accounting estimates previously disclosed in the Company's Annual Report on Form 10-K for the fiscal year ended September 30, 2018.

NEW ACCOUNTING PRONOUNCEMENTS

Refer to Note 1, *Basis of Presentation*, of the notes to condensed consolidated financial statements.

CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS

This report contains forward-looking statements within the meaning of the federal securities laws. Any statements contained herein that are not historical facts may be deemed to be forward-looking statements. Forward-looking statements may be identified by words such as “anticipate,” “assume,” “believe,” “estimate,” “expect,” “forecast,” “goals,” “guidance,” “intend,” “plan,” “project,” “may,” “will,” “would,” “should” and similar expressions. These statements are based on management’s current expectations, estimates, forecasts and projections about our business and the industry in which we operate. These estimates and assumptions involve known and unknown risks, uncertainties, and other factors that are in some cases beyond our control. Factors that may cause our actual results to differ materially from any forward-looking statements include, but are not limited to:

- We face significant competition in the food service industry and our inability to compete may adversely affect our business.
- Changes in demographic trends and in customer tastes and preferences could cause sales and the royalties we receive from franchisees to decline.
- Changes in consumer confidence and declines in general economic conditions could negatively impact our financial results.
- Increases in food and commodity costs could decrease our profit margins or result in a modified menu, which could adversely affect our financial results.
- Failure to receive scheduled deliveries of high quality food ingredients and other supplies could harm our operations and reputation.
- We have a limited number of suppliers for our major products and rely on a distribution network with a limited number of distribution partners for the majority of our national distribution program in the United States. If our suppliers or distributors are unable to fulfill their obligations under their contracts, it could harm our operations.
- Food safety and food-borne illness concerns may have an adverse effect on our business by reducing demand and increasing costs.
- Negative publicity relating to our business or industry could adversely impact our reputation.
- Our business could be adversely affected by increased labor costs or difficulties in finding and retaining top-performing personnel.
- We may not have the same resources as our competitors for advertising and promotion.
- We may be adversely impacted by severe weather conditions, natural disasters, terrorist acts or civil unrest that could result in property damage, injury to employees and staff, and lost restaurant sales.
- Our business is subject to seasonal fluctuations.
- We may not achieve our development goals.
- Our highly franchised business model presents a number of risks, and the failure of our franchisees to operate successful and profitable restaurants could negatively impact our business.
- We are subject to financial and regulatory risks associated with our owned and leased properties and real estate development projects.
- Changes to estimates related to our property, fixtures, and equipment or operating results that are lower than our current estimates at certain restaurant locations may cause us to incur impairment charges on certain long-lived assets, which may adversely affect our results of operations.
- Our tax provision may fluctuate due to changes in expected earnings.
- Activities related to our sale of Qdoba, and our refranchising, restructuring, and cost savings initiatives entail various risks and may negatively impact our financial results.
- We are subject to the risk of cybersecurity breaches, intrusions, data loss, or other data security incidents.
- We may not be able to adequately protect our intellectual property, which could harm the value of our brands and adversely affect our business.
- We adjust our capital structure from time to time and we may increase our debt leverage which would make us more sensitive to the effects of economic downturns.
- Changes in accounting standards may negatively impact our results of operations.
- We are subject to increasing legal complexity and may be subject to claims or lawsuits that are costly to defend and could result in our payment of substantial damages or settlement costs.
- Unionization activities or labor disputes may disrupt our operations and affect our profitability.
- Our insurance may not provide adequate levels of coverage against claims.

- Our quarterly results and, as a result, the price of our common stock, may fluctuate significantly and could fall below the expectations of securities analysts and investors due to various factors.
- Activities of activist stockholders could cause us to incur substantial costs, divert management’s attention and resources, and have an adverse effect on our business.
- Governmental regulation may adversely affect our existing and future operations and results, including by harming our ability to profitably operate our restaurants.
- The proliferation of federal, state, and local regulations increases our compliance risks, which in turn could adversely affect our business.
- Legislation and regulations regarding our products and ingredients, including the nutritional content of our products, could impact customer preferences and negatively impact our financial results.
- Failure to obtain and maintain required licenses and permits or to comply with food control regulations could lead to the loss of our food service licenses and, thereby, harm our business.
- Jack in the Box may be subject to risk associated with disagreements with key stakeholders, such as franchisees.

These and other factors are identified and described in more detail in our filings with the Securities and Exchange Commission, including, but not limited to: the “Discussion of Critical Accounting Estimates,” and other sections in this Form 10-Q and the “Risk Factors” section of our most recent Annual Report on Form 10-K for the fiscal year ended September 30, 2018 (“Form 10-K”). These documents may be read free of charge on the SEC’s website at www.sec.gov. Potential investors are urged to consider these factors, more fully described in our Form 10-K, carefully in evaluating any forward-looking statements, and are cautioned not to place undue reliance on the forward-looking statements. All forward-looking statements are made only as of the date issued, and we do not undertake any obligation to update any forward-looking statements.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

There have been no material changes in our quantitative and qualitative market risks set forth in Part II, Item 7A “Quantitative and Qualitative Disclosures About Market Risk” in our Annual Report on Form 10-K for the fiscal year ended September 30, 2018.

ITEM 4. CONTROLS AND PROCEDURES

Conclusion Regarding the Effectiveness of Disclosure Controls and Procedures

Based on an evaluation of the Company’s disclosure controls and procedures (as defined in Rules 13a-15 and 15d-15 of the Securities Exchange Act of 1934, as amended), as of the end of the Company’s quarter ended January 20, 2019, the Company’s Chief Executive Officer and Chief Financial Officer (its principal executive officer and principal financial officer, respectively) have concluded that the Company’s disclosure controls and procedures were effective.

Changes in Internal Control over Financial Reporting

During the fiscal quarter ended January 20, 2019, the Company implemented internal controls to ensure we adequately evaluated our contracts and properly assessed the impact of the new revenue guidance related to revenue recognition on our financial statements to facilitate the adoption of the new standard on October 1, 2018. There have been no other changes in the Company’s internal control over financial reporting that occurred during the Company’s fiscal quarter ended January 20, 2019 that have materially affected, or are reasonably likely to materially affect, the Company’s internal control over financial reporting.

PART II. OTHER INFORMATION

There is no information required to be reported for any items under Part II, except as follows:

ITEM 1. LEGAL PROCEEDINGS

See Note 12, *Contingencies and Legal Matters*, of the notes to condensed consolidated financial statements for a discussion of our contingencies and legal matters.

ITEM 1A. RISK FACTORS

The risk factors set forth below contain material changes to the risk factors previously disclosed and included in our Annual Report on Form 10-K for the fiscal year ended September 30, 2018. When evaluating our business and our prospects, you should consider the risks and uncertainties described under Item 1A of Part I of our Annual Report on Form 10-K for the fiscal year ended September 30, 2018, which we filed with the SEC on November 21, 2018, as updated in this Item 1A. You should also consider the risks and uncertainties discussed under the heading “Cautionary Statements Regarding Forward-Looking Statements” in Item 2 of this Quarterly Report on Form 10-Q. You should also refer to the other information set forth in this Quarterly Report and in our Annual Report on Form 10-K for the fiscal year ended September 30, 2018, including our financial statements and the related notes. These risks and uncertainties are not the only ones we face. Additional risks and uncertainties not presently known to us or that we currently consider immaterial may also impair our business operations. If any of the risks or uncertainties actually occurs, our business and financial results could be harmed. In that case, the market price of our common stock could decline.

Jack in the Box may be subject to risk associated with disagreements with key stakeholders, such as franchisees.

In addition to its shareholders, Jack in the Box has several key stakeholders, including its independent franchise operators. Third parties such as franchisees are not subject to the control of the Company and may take actions or behave in ways that are adverse to the Company. Because the ultimate interests of franchisees and the Company are largely aligned around maximizing restaurant profits, the Company does not believe that any areas of disagreement between the company and franchisees are likely to create material risk to the Company or its shareholders. Nevertheless, it is possible that conflict and disagreements with these or other critical stakeholders could have a material adverse effect on the Company’s business.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Our credit agreement provides for the potential payment of cash dividends and stock repurchases, subject to certain limitations based on our leverage ratio as defined in our credit agreement.

Stock Repurchases — We have not repurchased any shares of our common stock in 2019. As of January 20, 2019, there was approximately \$101.0 million remaining under the Board-authorized stock-buyback programs which expire in November 2019.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

Item 5.03. None.

ITEM 6. EXHIBITS

<u>Number</u>	<u>Description</u>	<u>Form</u>	<u>Filed with SEC</u>
10.1.14	Agreement, dated as of October 25, 2018, between Jack in the Box Inc. and JANA Partners LLC	8-K	10/26/2018
10.1.15	Cooperation Agreement, dated as of October 29, 2018, between Jack in the Box Inc. and JANA Partners LLC	8-K	10/29/2018
10.1.16	Amendment No.1 to Cooperation Agreement, dated as of January 4, 2019, between Jack in the Box Inc. and JANA Partners LLC	8-K	1/4/2019
10.8.16	Form of Time -Vesting Restricted Stock Unit Award Agreement under the 2004 Stock Incentive Plan	10-Q	Filed herewith
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	—	Filed herewith
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	—	Filed herewith
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	—	Filed herewith
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	—	Filed herewith
101.INS	XBRL Instance Document		
101.SCH	XBRL Taxonomy Extension Schema Document		
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document		
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document		
101.LAB	XBRL Taxonomy Extension Label Linkbase Document		
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document		

* Management contract or compensatory plan.

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 thereunto duly authorized.

JACK IN THE BOX INC.

By: _____ /s/ LANCE TUCKER

Lance Tucker
Executive Vice President and Chief Financial Officer (principal financial officer)
(Duly Authorized Signatory)

Date: February 21, 2019

**JACK IN THE BOX INC.
TIME-VESTING RESTRICTED STOCK UNIT AWARD AGREEMENT
UNDER THE 2004 STOCK INCENTIVE PLAN
MODIFIED 2018 AWARD**

This Time-Vesting Restricted Stock Unit Award Agreement (the “Agreement”) is made and entered into effective as of [Month Day, Year] (the “Grant Date”) by and between Jack in the Box Inc., a Delaware corporation (the “Company”), and [First Name Last Name] (the “Awardee”).

RECITALS

The Compensation Committee (the “Committee”) of the Board of Directors of the Company (the “Board”) which administers the Company’s 2004 Stock Incentive Plan, as amended from time to time (the “Plan”), has granted to the Awardee as of the Grant Date this award of Time-Vesting Restricted Stock Units (the “RSU Award”), on the terms and conditions set forth herein.

AGREEMENT

In consideration of the foregoing and of the mutual covenants set forth herein and other good and valuable consideration, the parties hereto agree as follows:

1. **CONSIDERATION.** The RSU Award has been granted in consideration of the Awardee’s continued employment with the Company or a Subsidiary Corporation and acceptance by the Awardee of the terms and conditions set forth below and in the Plan.

2. **TIME-VESTING RESTRICTED STOCK UNIT AWARD**

(a) **RSU AWARD.** The Committee hereby grants to the Awardee as of the Grant Date, pursuant to the terms of the Plan and this Agreement, an award (the “Award”) of [Total # Units Granted] RSUs representing the right to receive an equal number of shares of the Company’s Common Stock (“Stock”) upon vesting over a period of years. All of the RSUs are nonvested and forfeitable as of the Grant Date.

(b) **TIME-BASED VESTING.** The RSUs will be subject to vesting over 4 years, subject to the provisions of this Agreement, and may be rounded in each case to avoid fractional shares:

<<Number of Units>> RSUs shall vest on [Month Day, Year - 1 year from grant date]

<<Number of Units>> RSUs shall vest on [Month Day, Year - 2 years from grant date]

<<Number of Units>> RSUs shall vest on [Month Day, Year - 3 years from grant date]

<<Number of Units>> RSUs shall vest on [Month Day, Year - 4 years from grant date]

Each such date on which vesting is scheduled to occur shall be referred to as a “Vesting Date.” Vesting shall be contingent on the Awardee’s continued employment with the Company or a Subsidiary Corporation from the Grant Date through the applicable Vesting Date.

3. **TERMINATION OF EMPLOYMENT.**

(a) **General.** Except as set forth in paragraph (b) below, if the Awardee ceases to provide Service to the Company or a Subsidiary Corporation prior to the date that the RSUs vest in full, then the unvested RSUs as of the date of such cessation will be forfeited to the Company immediately and automatically upon such cessation without payment of any consideration for the RSUs, and the Awardee will have no further right, title or interest in or to such RSUs or the underlying shares of Stock.

(b) Termination due Retirement. If the Awardee ceases to provide Service to the Company or a Subsidiary Corporation prior to the date that the RSUs vest in full due to the Awardee's Retirement, then unvested RSUs shall vest on a prorated basis, based on the number of completed full months the Awardee was employed from the date of grant to the date of such cessation. All remaining unvested RSUs as of the date of such cessation will be forfeited to the Company immediately and the Awardee will have no further right, title or interest in or to such forfeited RSUs or the underlying shares of Stock. For purposes of this Agreement, "Retirement" means the Awardee's termination of employment other than "for cause" (as determined by the Board in its sole discretion) due to retirement at age 55 or older with 10 or more full years of continuous Service with the Company or a Subsidiary Corporation. Accelerated vesting in accordance with the foregoing will only occur if the Awardee's cessation of employment is also a "separation from service" as defined in Section 409A of the Code.

(c) Termination due to Death or Disability. If the Awardee ceases to provide Service to the Company or a Subsidiary Corporation prior to the date that the RSUs vest in full due to the Awardee's death or Disability, then all unvested RSUs shall become 100% vested on the date of such cessation. For purposes of this Agreement, "Disability" means a physical or mental condition that results in a total and permanent disability to such extent that the Awardee is eligible for disability benefits under the federal Social Security Act. Accelerated vesting in accordance with the foregoing will only occur if the Awardee's cessation of employment is also a "separation from service" as defined in Section 409A of the Code.

4. **SETTLEMENT OF RSUs.**

(a) Subject to the provisions of this Agreement, including Sections 11 and 20(g), and the six-month delay of payment described in paragraph (b) below, the Company shall deliver to the Awardee through a Company-designated brokerage firm, within 30 days following the applicable RSU vesting date, a number of shares of Stock equal to the number of RSUs that became vested on such vesting date (the "Award Shares"), net of any tax withholding.

(b) If the Awardee is, on the date of the Awardee's cessation of employment, a "specified employee," as described in Section 409A of the Code and determined by the Company, then payment of the RSUs that become vested in accordance with Section 3 due to Awardee's cessation of employment due to Disability or Retirement will be made within 30 days after the six-month anniversary of the Awardee's cessation of employment.

5. **TAXES AND WITHHOLDING.**

(a) Any income taxes, FICA, state disability insurance or other similar payroll and withholding taxes ("Withholding Obligation") arising from the receipt of Award Shares is the sole responsibility of the Awardee. The Company, to the extent permitted by law, may deduct any Withholding Obligation arising from the receipt or vesting of the Award from any payment of any kind due to the Awardee, including the Award, and the net balance will be settled in whole shares of Stock of the Company ("Award Shares"). If withheld in shares, such shares shall be valued at Fair Market Value, as defined in the Plan, on the applicable date for such purposes and shall not exceed in amount the minimum statutory tax Withholding Obligation. In no event shall the Company be required to deliver a fractional share of Stock in settlement of the Award.

(b) Awardee acknowledges that he or she may be given the ability to elect to sell shares of Stock issued in respect of the Award in an amount determined in accordance with this Section, and to allow the broker to remit the cash proceeds of such sales to the Company (a "Sell to Cover") to permit Awardee to satisfy the Withholding Obligation to the extent the Withholding Obligation is not otherwise satisfied pursuant to the provisions of Section 5(c) below.

(c) Alternatively, or in addition to or in combination with the Sell to Cover provided for under Section 5(b), Awardee authorizes the Company, at its discretion, to satisfy the Withholding Obligation by the following means (or by a combination of the following means):

- (i) Requiring Awardee to pay to the Company any portion of the Withholding Obligation in cash;
 - (ii) Withholding from any compensation otherwise payable to Awardee by the Company; and/or
 - (iii) Withholding shares of Stock from the shares of Stock issued or otherwise issuable to Awardee in connection with the Award with a Fair Market Value (measured as of the date shares of Stock are issued pursuant
-

to Section 4) equal to the amount of the Withholding Obligation; provided, however, that the number of such shares of Stock so withheld shall not exceed the amount necessary to satisfy the Company's required tax withholding obligations using the minimum statutory withholding rates for federal, state, local and foreign tax purposes, including payroll taxes, that are applicable to supplemental taxable income.

(d) Unless the Withholding Obligations of the Company and/or any Affiliate are satisfied, the Company shall have no obligation to deliver to Awardee any Stock.

6. **HOLDING PERIOD REQUIREMENT.** As a condition to receipt of this Award, Awardee hereby acknowledges and agrees to be bound by applicable stock holding requirements that could require that the Awardee hold and not transfer under any circumstance until the Awardee's termination of employment with the Company or Subsidiary Corporation: **50%** (rounded to the nearest whole share) of the total shares of Stock issued to Awardee pursuant to vesting of the RSU award (such percentage applying to Award Shares, net of any portion withheld to satisfy the Withholding Obligation).

7. **AWARD AS COMPENSATION.** No amount attributable to this Award shall be considered as compensation for the purposes of any other Company sponsored plan.

8. **LEGALITY.** The Company is not required to issue any shares of Stock subject to this Award unless and until all applicable requirements of the Securities and Exchange Commission (the "SEC"), the California Department of Corporations or other regulatory agencies having jurisdiction with respect to such issuance, and any exchanges upon which the Stock may be listed, shall have been fully complied with. If shares of Stock subject to this Award are being distributed subject to restrictions or if the rules and interpretations of the SEC so require, such shares may be issued only if the Awardee represents and warrants in writing to the Company that the shares are being acquired for investment and not with a view to the distribution thereof, and any certificates issued upon distribution of the shares shall bear appropriate legends setting forth the restrictions on transfer of such shares. Such legends may not be removed until the Company so requests, based on the opinion of the Company's Counsel that the restrictions are no longer applicable.

9. **ADJUSTMENTS IN STOCK; DISSOLUTION OR LIQUIDATION.** Subject to the provisions of the Plan, if the outstanding shares of the Company Stock of the class subject to this Award are increased or decreased, or are changed into or exchanged for a different number or kind of shares or securities as a result of one or more reorganizations, recapitalizations, stock splits, reverse stock splits, stock dividends and the like, appropriate adjustments, to be conclusively determined by the Committee, shall be made in the number and/or type of shares or securities subject to this Award and any fractional shares resulting from adjustments will be rounded down to the nearest whole number. Upon the dissolution or liquidation of the Company, the Award will terminate in full for no consideration.

10. **NONTRANSFERABILITY.** Except as otherwise provided in this Paragraph, this Award is not transferable other than by will or the laws of descent and distribution. This Award shall not be otherwise transferred, assigned, pledged, hypothecated or disposed of in any way, whether by operation of law or otherwise, and shall not be subject to execution, attachment or similar process. Upon any attempt to transfer this Award otherwise than by will or the laws of descent and distribution or to assign, pledge, hypothecate or otherwise dispose of this Award, other than as permitted herein, or upon the levy of any execution, attachment or similar process upon this Award, this Award shall immediately terminate and become null and void.

11. **EFFECT OF CHANGE IN CONTROL.**

(a) **Treatment of RSU Award.** Notwithstanding the terms set forth in the Plan, in the event of a Change in Control (as defined in the Plan), the Acquiring Corporation (as defined in the Plan) may assume the Company's rights and obligation under the RSU Award or substitute for the outstanding RSU Award substantially equivalent restricted stock units for the Acquiring Corporation's stock. In the event the Acquiring Corporation elects not to assume or substitute for the outstanding RSU Award in connection with a Change in Control, the RSU Award held by the Awardee whose Service has not terminated prior to such date shall become 100% vested and payable effective as of the date of the Change in Control (except as otherwise provided in this Agreement). For this purpose, the final value of the Award shall be based on the Fair Market Value of the Stock on the effective date of the Change in Control. Any acceleration with the foregoing shall be conditioned upon the consummation of the Change in Control. If the

Acquiring Corporation assumes or substitutes for the outstanding RSU Award, the RSU Award, to the extent not vested, shall become 100% vested and payable effective upon the Awardee's Qualifying Termination (as defined below).

(i) "Qualifying Termination" means the Awardee's "separation from service" (as defined under Treasury Regulation Section 1.409A-1(h) and without regard to any alternate definition thereunder) as a result of the occurrence of any of the following events during the twenty-four (24)-month period following a Change in Control of the Company: (1) the Company's involuntary termination of the Awardee's employment without Cause; or (2) Awardee's voluntary termination of employment for Good Reason. A Qualifying Termination shall not include a termination of Awardee's Service by reason of Awardee's death or disability (defined as a physical or mental condition that results in a total and permanent disability to such extent that the person is eligible for disability benefits under the federal Social Security Act).

(ii) "Cause" shall be determined by a committee designated by the Board, in the exercise of good faith and reasonable judgment, and shall [have the meaning ascribed to such term in any written agreement between the Awardee and the Company defining such term and, in the absence of such agreement, such term means] the occurrence of any of the following: (1) a demonstrably willful and deliberate act or failure to act by the Awardee (other than as a result of incapacity due to physical or mental illness) which is committed in bad faith, without reasonable belief that such action or inaction is in the best interests of the Company, which causes actual material financial injury to the Company and which act or inaction, if remediable, is not remedied within fifteen (15) business days of written notice from the Company; or (2) the Awardee's conviction by a court of competent jurisdiction for committing an act of fraud, embezzlement, theft, or any other act constituting a felony involving moral turpitude or causing material harm, financial or otherwise, to the Company.

(iii) "Good Reason" shall [have the meaning ascribed to such term in any written agreement between the Awardee and the Company defining such term and, in the absence of such agreement, such term means], without the Awardee's express written consent, the Awardee's resignation of Service upon the occurrence of any one or more of the following conditions, provided that the Awardee first provides the Company with written notice of the existence of the applicable condition described in clauses (1) through (5) below no later than ninety (90) days after the initial existence of such condition is known by the Awardee and the Company fails to remedy such condition within 30 days of the date of such written notice:

(1) the material diminution in the Awardee's authorities, duties or responsibilities, which shall include a material reduction or alteration in the nature or status of the Awardee's authorities, duties, or responsibilities, from those in effect as of ninety (90) calendar days prior to the Change in Control, other than an insubstantial and inadvertent act that is remedied by the Company promptly after receipt of notice thereof given by the Awardee;

(2) the Company requiring the Awardee to be based at a location in excess of fifty (50) miles from the location of the Awardee's principal job location or office immediately prior to the Change in Control; except for required travel on the Company's business to an extent consistent with the Awardee's then present business travel obligations;

(3) a material reduction by the Company of the Awardee's regular annualized rate of pay as salary, excluding amounts (i) designated by the Company as payment toward reimbursement of expenses; or (ii) received under incentive or other bonus plans, regardless of whether or not the amounts are deferred;

(4) a material reduction in the Company's compensation, health and welfare benefits, retirement benefits, or perquisite programs under which the Awardee receives value, as such program exists immediately prior to the Change in Control (however, the replacement of an existing program with a new program will be permissible (and not grounds for a Good Reason termination) if there is not a material reduction in the value to be delivered to the Awardee under the new program); or

(5) any material breach by the Company of its obligations under this Agreement [or under any other written agreement under which the Awardee provides services to the Company or the Acquiring Corporation].

(b) Internal Revenue Code Section 280G Excise Tax Provision.

(i) Notwithstanding anything in this Agreement or any other agreement with the Company or any affiliate to the contrary, in the event it shall be determined that (A) any payment, award, benefit or distribution (or any acceleration of any payment, award, benefit or distribution) by the Company (or any of its affiliated entities) or any entity which effectuates a Change in Control (or any of its affiliated entities) to or for the benefit of Awardee (whether pursuant to the terms of this Agreement or otherwise) (each a "Payment" and together the "Payments") would constitute a "parachute payment" within the meaning of Section 280G of the Code and would be subject to the excise tax imposed by Section 4999 of the Code or any successor provision (the "Excise Tax"), and (B) the reduction of the Payments to the maximum amount that could be paid to Awardee without giving rise to the Excise Tax (the "Safe Harbor Cap") would provide Awardee with a greater after-tax amount (taking into account the Excise Tax as well as federal, state and local income and employment taxes) than if such Payments were not reduced, then the Payments shall be reduced to the Safe Harbor Cap. If the reduction of the Payments would not result in a greater after-tax result to Awardee (taking into account the Excise Tax as well as federal, state and local income and employment taxes), then no Payments shall be reduced pursuant to this provision. The Awardee shall be solely responsible for payment of the Excise Tax and such other applicable federal, state, and local income and employment taxes.

(ii) The reduction of the Payments, if applicable, shall be made by applying any reduction in the following order: (A) first, any cash amounts payable to Awardee as a severance benefit (excluding the accelerated vesting set forth in Section 11 of this Agreement) or otherwise; (B) second, any amounts payable on behalf of Awardee for continued health insurance coverage; (C) third, any other cash amounts payable to or on behalf of Awardee, such as for outplacement benefits, or otherwise; (D) fourth, any payments or benefits under any nonqualified deferred compensation plan; (E) fifth, outstanding performance-based equity grants; and (F) finally, any time-vesting equity grants. In each case, Payments will be reduced beginning with Payments that would be made last in time.

(iii) All determinations required to be made under this Section 11 shall be made by the public accounting firm that is retained by the Company (the "Accounting Firm"). The Accounting Firm shall provide detailed supporting calculations both to the Company and Awardee within fifteen (15) business days of the receipt of notice from the Company or Awardee that there has been a Payment, or such earlier time as is requested by the Company. All fees, costs and expenses (including, but not limited to, the costs of retaining experts) of the Accounting Firm shall be borne by the Company. The determination by the Accounting Firm shall be binding upon the Company and Awardee.

12. **NOTICES.** All notices and other communications made or given pursuant to this Agreement shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by the Company to the Awardee, five (5) days after deposit in the United States mail, postage prepaid, addressed to the Awardee at the last address the Awardee provided to the Company, or in the case of notices delivered to the Company by the Awardee, addressed to the Committee, care of the Company for the attention of its Secretary at its principal executive office or, in either case, if the receiving party consents in advance, transmitted and received via telecopy or via such other electronic transmission mechanism as may be available to the parties. Notwithstanding the foregoing, the Company may, in its sole discretion, decide to deliver any documents related to participation in the Plan and this Award by electronic means or to request the Awardee's consent to participate in the Plan or accept this Award by electronic means. The Awardee hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

13. **PLAN CONTROLS.** The Award and all terms and conditions set forth in this Agreement are subject in all respects to the terms and conditions of the Plan, which is incorporated herein by reference, as may be amended from time to time, (but no amendment to the Plan shall adversely affect the Awardee's rights under this Award) and any rules and regulations promulgated by the Committee, which shall be controlling. All constructions, interpretations, rule determinations or other actions taken by the Committee shall be final, binding and conclusive on all interested parties, including the Company and its Subsidiary Corporations and all former, present and future employees of the Company or its Subsidiary Corporations. Capitalized terms that are not defined herein shall have the definition given to them in the Plan.

14. **EMPLOYMENT.** Nothing in the Plan or in this Agreement shall confer upon the Awardee any right to continue in the employment of the Company or any of its subsidiaries or interfere in any way with any right of the Company to terminate the Awardee's employment at any time.

15. **RIGHTS AS A SHAREHOLDER.** Nothing in the Plan or in this Agreement shall confer upon the Awardee any rights as a stockholder with respect to any Award Shares prior to the date of distribution of Award Shares to the Awardee.

16. **LAWS GOVERNING.** The Award and the Plan shall be construed and enforced in accordance with the laws of the State of Delaware without regard to the principles of conflicts of law.

17. **RECEIPT OF PROSPECTUS.** The Awardee hereby acknowledges that he or she has received a copy of the prospectus relating to the Award and the shares covered thereby and the Plan.

18. **GENERAL.** The Company shall at all times during the term of this Award reserve and keep available such numbers of shares of Stock as will be sufficient to satisfy the requirements of this Award, shall pay all fees and expenses necessarily incurred by the Company in connection therewith, and will from time to time use its best efforts to comply with all laws and regulations which, in the opinion of counsel for the Company, shall be applicable thereto.

19. **ELECTRONIC DELIVERY OF DOCUMENTS.** By signing this Agreement, the Awardee (i) consents to the electronic delivery of this Agreement, all information with respect to the Plan and the Award, and any reports of the Company provided generally to the Company's stockholders; (ii) acknowledges that the Awardee may receive from the Company a paper copy of any documents delivered electronically at no cost to the Awardee by contacting the Company by telephone or in writing; (iii) further acknowledges that the Awardee may revoke the Awardee's consent to the electronic delivery of documents at any time by notifying the Company of such revoked consent by telephone, postal service or electronic mail; and (iv) further acknowledges that the Awardee understands that the Awardee is not required to consent to electronic delivery of documents.

20. **MISCELLANEOUS.**

(a) This writing constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified or amended except by a written agreement signed by Awardee and the Company, other than as provided in paragraph (g) below. Anything in this Agreement to the contrary notwithstanding, any modification or amendment of this Agreement by a written agreement signed by, or binding upon, Awardee shall be valid and binding upon any and all persons or entities who may, at any time, have or claim any rights under or pursuant to this Agreement (including all Awardees hereunder) in respect of the Award granted to the Awardee.

(b) No waiver of any breach or default hereunder shall be considered valid unless in writing and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature. Anything in this Agreement to the contrary notwithstanding, any waiver, consent or other instrument under or pursuant to this Agreement signed by, or binding upon, the Awardee shall be valid and binding upon any and all persons or entities (other than the Company) who may, at any time, have or claim any rights under or pursuant to this Agreement (including all Awardees hereunder) in respect of the Award originally granted to Awardee.

(c) Except as otherwise expressly provided herein, this Agreement shall be binding upon and inure to the benefit of the Company, its successors and assigns, and the Awardee and his heirs, personal representatives, successors and assigns; provided, however, that nothing contained herein shall be construed as granting the Awardee the right to transfer any of his Award except in accordance with this Agreement. If the Award is settled after the death of the Awardee, the Award shall be considered transferred to the person or persons (the "Heir") to whom the Awardee's rights under the Award passed by will or by the applicable laws of descent and distribution, as to all shares of Stock granted under this Award. It shall be the responsibility of the Heir to notify the Company of any changes in address.

(d) If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or unenforceable any other severable provision of this Agreement, and this Agreement shall be carried out as if any such invalid or unenforceable provision were not contained herein.

(e) The section headings contained herein are for the purposes of convenience only and are not intended to define or limit the contents of said sections.

(f) Each party hereto shall cooperate and shall take such further action and shall execute and deliver such further documents as may be reasonably requested by any other party in order to carry out the provisions and purposes of this Agreement.

(g) This Agreement is intended to be exempt from Section 409A of the Code. Should any provision of this Agreement be found to be contrary to this intent, it shall be modified and given effect, in the sole discretion of the Committee and without requiring the Awardee's consent (notwithstanding anything herein to the contrary), in such manner as the Committee determines to be necessary or appropriate to effectuate an exemption from Section 409A of the Code or comply therewith. The Company has no duty or obligation to minimize the tax consequences to the Awardee of this Award and shall not be liable for any adverse tax consequences to the Awardee arising in connection with this Award.

(h) This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.

IN WITNESS WHEREOF, the Company has caused this Award to be granted on its behalf by its CEO, President or one of its Vice Presidents and the Awardee has executed, effective on the Grant Date.

Jack in the Box Inc. Awardee

By: _____ «Name»

Lenny Comma Name
Chairman and CEO

Signature

[employee ID#]
Employee ID

CERTIFICATION

I, Leonard A. Comma, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Jack in the Box Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: February 21, 2019

/S/ LEONARD A. COMMA

Leonard A. Comma
Chief Executive Officer & Chairman of the
Board

CERTIFICATION

I, Lance Tucker, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Jack in the Box Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions)
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: February 21, 2019

/S/ LANCE TUCKER

Lance Tucker
Chief Financial Officer

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Leonard A. Comma, Chief Executive Officer of Jack in the Box Inc. (the "Registrant"), do hereby certify in accordance with 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) the quarterly report on Form 10-Q of the Registrant, to which this certification is attached as an exhibit (the "Report"), fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934 (15 U.S.C. 78m); and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Registrant.

Dated: February 21, 2019

/S/ LEONARD A. COMMA

Leonard A. Comma
Chief Executive Officer

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Lance Tucker, Chief Financial Officer of Jack in the Box Inc. (the "Registrant"), do hereby certify in accordance with 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) the quarterly report on Form 10-Q of the Registrant, to which this certification is attached as an exhibit (the "Report"), fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934 (15 U.S.C. 78m); and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Registrant.

Dated: February 21, 2019

/S/ LANCE TUCKER

Lance Tucker

Chief Financial Officer