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 July 3, 2011

Commission file number 0-7647

HAWKINS, INC.

(Exact name of registrant as specified in its charter)

MINNESOTA	**41-0771293**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

3100 EAST HENNEPIN AVENUE, MINNEAPOLIS, MINNESOTA 55413
(Address of principal executive offices, including zip code)

(612) 331-6910
(Registrant's telephone number, including area code)

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 o

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). YES ☒ NO o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer (as defined in Rule 12b-2 of the Exchange Act).

Large Accelerated Filer o Accelerated Filer ☒ Non-Accelerated Filer o Smaller Reporting Company o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).
YES o NO ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

CLASS	OUTSTANDING AT JULY 29, 2011
Common Stock, par value $.05 per share	10,366,935

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PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

HAWKINS, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED)

(In thousands, except share data)

	July 3, 2011	April 3, 2011
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 23,284	$ 18,940
Investments available-for-sale	10,325	15,286
Trade receivables - less allowance for doubtful accounts: $378 as of July 3, 2011 and $406 as of April 3, 2011	36,796	35,736
Inventories	32,531	29,217
Income taxes receivable	-	2,197
Prepaid expenses and other current assets	2,532	2,872
Total current assets	105,468	104,248
PROPERTY, PLANT, AND EQUIPMENT - net	62,978	62,395
GOODWILL	6,231	6,231
INTANGIBLE ASSETS	8,650	8,811
LONG-TERM INVESTMENTS	2,693	3,175
OTHER	127	145
	$ 186,147	$ 185,005
LIABILITIES AND SHAREHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable – trade	$ 23,112	$ 23,350
Dividends payable	-	3,095
Accrued payroll and employee benefits	4,672	7,760
Deferred income taxes	2,620	2,619
Container deposits	1,022	978
Income taxes payable	979	-
Other accruals	1,522	1,669
Total current liabilities	33,927	39,471
OTHER LONG-TERM LIABILITIES	922	1,215
DEFERRED INCOME TAXES	7,872	7,876
Total liabilities	42,721	48,562
COMMITMENTS AND CONTINGENCIES		
SHAREHOLDERS' EQUITY:		
Common stock, par value $0.05; 10,307,177 shares issued and outstanding as of July 3, 2011 and April 3, 2011	515	515
Additional paid-in capital	41,322	41,060
Retained earnings	101,739	95,013
Accumulated other comprehensive income (loss)	(150)	(145)
Total shareholders' equity	143,426	136,443
	$ 186,147	$ 185,005

HAWKINS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF INCOME (UNAUDITED)

(In thousands, except share and per-share data)	Quarter Ended July 3, 2011	Quarter Ended June 30, 2010
Sales	$ 88,594	$ 74,665
Cost of sales	(70,667)	(56,218)
Gross profit	17,927	18,447
Selling, general and administrative expenses	(7,857)	(6,661)
Operating income	10,070	11,786
Investment income	65	106
Income from continuing operations before income taxes	10,135	11,892
Provision for income taxes	(3,782)	(4,555)
Income from continuing operations	6,353	7,337
Income from discontinued operations, net of tax	374	-
Net income	$ 6,727	$ 7,337
Weighted average number of shares outstanding-basic	10,307,177	10,253,458
Weighted average number of shares outstanding-diluted	10,362,172	10,308,270
Basic earnings per share		
Earnings per share from continuing operations	$ 0.61	$ 0.72
Earnings per share from discontinued operations	0.04	-
Basic earnings per share	$ 0.65	$ 0.72
Diluted earnings per share		
Earnings per share from continuing operations	$ 0.61	$ 0.71
Earnings per share from discontinued operations	0.04	-
Diluted earnings per share	$ 0.65	$ 0.71
Cash dividends declared per common share	$ -	$ -

See accompanying notes to financial statements.

HAWKINS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)

(In thousands)	Quarter Ended July 3, 2011	Quarter Ended June 30, 2010
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	$ 6,727	$ 7,337
Reconciliation to cash flows:		
Depreciation and amortization	2,043	1,724
Stock compensation expense	209	283
Loss (gain) from property disposals	2	(13)
Changes in operating accounts (using) providing cash:		
Trade receivables	(1,060)	(2,322)
Inventories	(3,314)	(4,517)
Accounts payable	2,541	2,044
Accrued liabilities	(3,485)	(4,797)
Income taxes	3,177	4,521
Other	357	363
Net cash provided by operating activities	7,197	4,623
CASH FLOWS FROM INVESTING ACTIVITIES:		
Additions to property, plant, and equipment	(3,626)	(3,301)
Purchases of investments	(200)	(1,960)
Sale and maturities of investments	5,635	4,275
Acquisition of Vertex	(1,709)	-
Proceeds from property disposals	89	40
Net cash provided by (used in) investing activities	189	(946)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Cash dividends paid	(3,095)	(2,879)
Other	53	-
Net cash used in financing activities	(3,042)	(2,879)
NET INCREASE IN CASH AND CASH EQUIVALENTS	4,344	798
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	18,940	18,772
CASH AND CASH EQUIVALENTS, END OF PERIOD	$ 23,284	$ 19,570
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash paid for income taxes	$ 829	$ 34
Noncash investing activities-		
Capital expenditures in accounts payable	$ 381	$ 242

HAWKINS, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

Note 1 – Basis of Presentation

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with the instructions for Form 10-Q and, accordingly, do not include all information and footnotes required by generally accepted accounting principles for complete financial statements. These statements should be read in conjunction with the financial statements and footnotes included in our Annual Report on Form 10-K for the fiscal year ended April 3, 2011, previously filed with the Securities and Exchange Commission (“SEC”). In the opinion of management, the accompanying unaudited condensed consolidated financial statements contain all adjustments necessary to present fairly our financial position and the results of our operations and cash flows for the periods presented. All adjustments made to the interim financial statements were of a normal recurring nature.

The accounting policies we follow are set forth in “Item 8. Financial Statements and Supplementary Data, Note 1 – Nature of Business and Significant Accounting Policies” to our financial statements in our Annual Report on Form 10-K for the fiscal year ended April 3, 2011 (“fiscal 2011”) filed with the SEC on June 9, 2011.

At the beginning of the current fiscal year ending April 1, 2012 (“fiscal 2012”), we changed our quarterly reporting to a 4-4-5 week convention.

The results of operations for the period ended July 3, 2011 are not necessarily indicative of the results that may be expected for the full year. During the fourth quarter of fiscal 2011 we acquired substantially all of the assets of Vertex Chemical Corporation, Novel Wash Co. Inc. and R.H.A. Corporation, (collectively, “Vertex”). Vertex’s results are incorporated in the consolidated financial statements from the date of acquisition. See Note 11 – Business Combinations for additional information.

Note 2 – Earnings per Share

Basic earnings per share (“EPS”) are computed by dividing net earnings by the weighted-average number of common shares outstanding. Diluted EPS includes the incremental shares assumed to be issued upon the exercise of stock options and the incremental shares assumed to be issued as performance units and restricted stock. Basic and diluted EPS were calculated using the following:

	Quarter ended	
	July 3, 2011	June 30, 2010
Weighted average common shares outstanding – basic	10,307,177	10,253,458
Dilutive impact of stock options, performance units, and restricted stock	54,995	54,812
Weighted average common shares outstanding - diluted	10,362,172	10,308,270

For the period ended July 3, 2011 and June 30, 2010, there were no shares or stock options excluded from the calculation of weighted average common shares for diluted EPS.

Note 3 – Discontinued Operations

In February 2009, we agreed to sell our inventory and entered into a marketing agreement regarding the business of our Pharmaceutical segment, which provided pharmaceutical chemicals to retail pharmacies and small-scale pharmaceutical manufacturers. The agreement provides for annual payments based on a percentage of gross profit on future sales up to a maximum of approximately $3.7 million. We have no significant remaining obligations to fulfill under the agreement. Initially we recorded a receivable of approximately $1.7 million, equal to the carrying value of the assets that were related to this business. The first year payment under the agreement of $0.8 million was received in the second quarter of fiscal 2011. Amounts received in future periods in excess of the approximately $0.9 million remaining receivable will be recorded as a gain on sale of discontinued operations in those periods. In July 2011 we received the second year payment of $1.4 million and, accordingly, recorded a gain of approximately $0.6 million before taxes. The results of the Pharmaceutical segment have been reported as discontinued operations for all periods presented.

Note 4 – Cash and Cash Equivalents and Investments

The following table presents information about our financial assets and liabilities that are measured at fair value on a recurring basis, and indicates the fair value hierarchy of the valuation techniques utilized to determine such fair value.

Description (In thousands)	July 3, 2011	Level 1	Level 2	Level 3
Assets:				
Cash	$ 22,785	$ 22,785	$ -	$ -
Certificates of deposit	13,018	-	13,018	-
Money market securities	499	499	-	-

Description (In thousands)	April 3, 2011	Level 1	Level 2	Level 3
Assets:				
Cash	$ 18,485	$ 18,485	$ -	$ -
Certificates of deposit	18,461	-	18,461	-
Money market securities	455	455	-	-

Our financial assets that are measured at fair value on a recurring basis are certificates of deposit ("CD's"), with maturities ranging from three months to two years which fall within valuation technique Level 2. The CD's are classified as investments in current assets and noncurrent assets on the Condensed Consolidated Balance Sheets. As of July 3, 2011, the CD's in current assets have a fair value of $10.3 million, and in noncurrent assets, the CD's have a fair value of $2.7 million.

The carrying value of cash and cash equivalents accounts approximates fair value, as maturities are three months or less. We did not have any financial liability instruments subject to recurring fair value measurements as of July 3, 2011.

Note 5 – Inventories

Inventories at July 3, 2011 and April 3, 2011 consisted of the following:

(In thousands)	July 3, 2011	April 3, 2011
Finished goods (FIFO basis)	$ 38,680	$ 35,071
LIFO reserve	(6,149)	(5,854)
Net inventory	$ 32,531	$ 29,217

The first in, first out ("FIFO") value of inventories accounted for under the last in, first out ("LIFO") method was $32.0 million at July 3, 2011 and $28.6 million at April 3, 2011. The remainder of the inventory was valued and accounted for under the FIFO method.

We increased the LIFO reserve by $0.3 million in the quarter ended July 3, 2011 and $0.8 million in the quarter ended June 30, 2010 as a result of the changes in inventory costs and inventory product mix. The valuation of LIFO inventory for interim periods is based on our estimates of year-end inventory levels and costs.

Note 6 – Goodwill and Intangible Assets

The carrying amount of goodwill as of July 3, 2011 and April 3, 2011 was $6.2 million.

Intangible assets consist primarily of customer lists, trade secrets and non-compete agreements classified as finite life and trademarks and trade names classified as indefinite life, related to previous business acquisitions. A summary of our intangible assets as of July 3, 2011 and April 3, 2011 were as follows:

	July 3, 2011		
(In thousands)	Gross Carrying Amount	Accumulated Amortization	Net
Finite-life intangible assets			
Customer relationships	$ 5,508	$ (499)	$ 5,009
Trademark	1,240	(57)	1,183
Trade secrets	862	(440)	422
Carrier relationships	800	(37)	763
Other finite-life intangible assets	339	(293)	46
Total finite-life intangible assets	8,749	(1,326)	7,423
Indefinite-life intangible assets	1,227	-	1,227
Total intangible assets, net	$ 9,976	$ (1,326)	$ 8,650

	April 3, 2011		
(In thousands)	Gross Carrying Amount	Accumulated Amortization	Net
Finite-life intangible assets			
Customer relationships	$ 5,508	$ (423)	$ 5,085
Trademark	1,240	(26)	1,214
Trade secrets	862	(413)	449
Carrier relationships	800	(18)	782
Other finite-life intangible assets	339	(285)	54
Total finite-life intangible assets	8,749	(1,165)	7,584
Indefinite-life intangible assets	1,227	-	1,227
Total intangible assets, net	$ 9,976	$ (1,165)	$ 8,811

Note 7 – Income Taxes

In the preparation of our financial statements, management calculates income taxes based upon the estimated effective rate applicable to operating results for the full fiscal year. This includes estimating the current tax liability as well as assessing differences resulting from different treatment of items for tax and book accounting purposes. These differences result in deferred tax assets and liabilities, which are recorded on the balance sheet. These assets and liabilities are analyzed regularly and management assesses the likelihood that deferred tax assets will be recovered from future taxable income. We record any interest and penalties related to income taxes as income tax expense in the statements of income.

We recognize the effect of income tax positions only if those positions are more likely than not of being sustained. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs.

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Note 8 – Accumulated Other Comprehensive Income (Loss)

Components of accumulated other comprehensive income (loss) were as follows:

(In thousands)	July 3, 2011	April 3, 2011
Unrealized gain (loss) on:		
Available-for-sale investments	$ (2)	$ 3
Post-retirement plan liability adjustments	(148)	(148)
Accumulated other comprehensive loss	$ (150)	$ (145)

Note 9 – Stock Based Compensation

Stock Option Awards. The following table represents the stock option activity for the quarter ended July 3, 2011:

	Outstanding		Exercisable	
	Shares	Weighted-Average Exercise Price	Shares	Weighted-Average Exercise Price
Outstanding at beginning of period	131,997	$ 17.82	66,666	$ 17.67
Granted	-	-	-	-
Vested	-	-	27,999	15.43
Exercised	-	-	-	-
Forfeited or expired	-	-	-	-
Outstanding at end of period	131,997	$ 17.82	94,665	$ 17.01

Compensation expense for the quarter ended July 3, 2011 and June 30, 2010 related to stock options was not material.

Performance-Based Restricted Stock Units. Our Board of Directors approved a performance-based equity compensation arrangement for our executive officers during the first quarter of fiscal 2009. This performance-based arrangement provides for the grant of performance-based restricted stock units that represent a possible future issuance of restricted shares of our common stock based on our pre-tax income target for the applicable fiscal year. The actual number of restricted shares to be issued to each executive officer will be determined when our final financial information becomes available after the applicable fiscal year and will be between zero shares and 45,081 shares in the aggregate for fiscal 2012. The restricted shares issued will fully vest two years after the last day of the fiscal year on which the performance is based. We are recording the compensation expense for the outstanding performance share units and then-converted restricted stock over the life of the awards.

On June 8, 2011 and June 2, 2010, we awarded performance-based restricted stock units to our executive officers under this arrangement. The following table represents the restricted stock activity for the quarter ended July 3, 2011:

	Shares	Weighted-Average Grant Date Fair Value
Outstanding at beginning of period	11,667	$ 25.81
Granted	33,321	35.39
Vested	-	-
Forfeited or expired	-	-
Outstanding at end of period	44,988	$ 32.91

We recorded compensation expense related to performance share units of $0.1 million for the quarter ended July 3, 2011 and $0.2 million for the quarter ended June 30, 2010, substantially all of which was recorded in Selling, general and administrative (“SG&A”) expenses in the Condensed Consolidated Statements of Income.

Restricted Stock Awards. As part of their retainer, each non-employee Director receives restricted stock for their Board services. The restricted stock awards are expensed over the requisite vesting period, which begins on the date of issuance and ends on the date of the next Annual Meeting of Shareholders, based on the market value on the date of grant. The following table represents the Board's restricted stock activity for the quarter ended July 3, 2011:

	Shares	Weighted-Average Grant Date Fair Value
Outstanding at beginning of period	6,996	$ 30.00
Granted	-	-
Vested	-	-
Forfeited or expired	-	-
Outstanding at end of period	6,996	$ 30.00

Compensation expense for the quarter ended July 3, 2011 and June 30, 2010 related to restricted stock awards to the Board was not material.

Note 10 – Commitments and Contingencies

***Litigation* —**On November 3, 2009, ICL Performance Products, LP ("ICL"), a chemical supplier to us, filed a lawsuit in the United States District Court for the Eastern District of Missouri, asserting breach of a contract for the sale of phosphoric acid in 2009 (the "2009 Contract"). ICL seeks to recover $7.3 million in damages and pre-judgment interest, and additionally seeks to recover its costs and attorneys' fees. ICL also claimed that we breached a contract for the sale of phosphoric acid in 2008 (the "2008 Contract"). ICL has since dropped its claim for breach of the 2008 Contract. We have counterclaimed against ICL alleging that ICL falsely claimed to have a shortage of raw materials that prevented it from supplying us with the contracted quantity of phosphoric acid for 2008. We claim that ICL used this alleged shortage and the threat of discontinued shipments of phosphoric acid to force us to pay increased prices for the remainder of 2008, and to sign the 2009 Contract. Based on this alleged conduct, we have brought four alternate causes of action including: (1) breach of contract, (2) breach of the implied covenant of good faith and fair dealing, (3) negligent misrepresentation, and (4) intentional misrepresentation. We seek to recover $1.5 million in damages, and additionally seek to recover punitive damages, pre- and post-judgment interest, and our costs and attorneys' fees. The discovery phase in this action is complete, and both parties have moved for summary judgment in their favor. We do not know how or when the Court might rule on the parties' summary judgment motions. The jury trial for this action is scheduled for mid November 2011. We are not able to predict the ultimate outcome of this litigation, but it may be costly and disruptive. Lawsuits such as this can result in substantial costs and divert our management's attention and resources, which may have a material adverse effect on our business and results of operations, including cash flows.

We are a party from time to time in other legal proceedings arising in the ordinary course of our business. To date, none of the litigation has had a material effect on us.

Note 11 – Business Combinations

On January 14, 2011, we completed the acquisition of the assets of Vertex for $27.2 million, $25.5 million paid at closing and the remaining $1.7 million paid during the first quarter of fiscal 2012. We acquired substantially all of the assets used in Vertex's business, which is primarily the manufacture and distribution of sodium hypochlorite and the distribution of caustic soda, hydrochloric acid and related products.

Vertex operating results are included in our Condensed Consolidated Statements of Income in our Industrial segment from the date of acquisition.

The following unaudited pro forma condensed consolidated financial results of operations are presented as if the Vertex acquisition had been completed at the beginning of the each period presented:

	Quarter Ended	
(In thousands, except share and per-share data)	**July 3, 2011**	**June 30, 2010**
Pro forma net sales	$ 88,594	$ 83,178
Pro forma net earnings	6,727	7,712
Pro forma earnings per share:		
Basic	$ 0.65	$ 0.75
Diluted	0.65	0.75
Weighted average common shares outstanding:		
Basic	10,307,177	10,253,458
Diluted	10,362,172	10,308,270

The results for the quarter ended July 3, 2011 shown in this table reflect actual condensed consolidated financial results for the period, while the results for the quarter ended June 30, 2010 reflect pro forma condensed consolidated financial results. These unaudited financial results have been prepared for illustrative purposes only and do not purport to be indicative of the results of operations that actually would have resulted had the acquisition occurred on the first day of each fiscal period presented, or of future results of the consolidated entities. The unaudited pro forma condensed consolidated financial information does not reflect any operating efficiencies and cost savings that may be realized from the integration of the acquisition.

Note 12 – Segment Information

We have two reportable segments: Industrial and Water Treatment. The accounting policies of the segments are the same as those described in the summary of significant accounting policies as disclosed in our fiscal 2011 Annual Report on Form 10-K. Product costs and expenses for each segment are based on actual costs incurred along with cost allocation of shared and centralized functions. We evaluate performance based on profit or loss from operations before income taxes not including nonrecurring gains and losses. Reportable segments are defined by product and type of customer. Segments are responsible for the sales, marketing and development of their products and services. The segments do not have separate accounting, administration, customer service or purchasing functions. There are no intersegment sales and no operating segments have been aggregated. Given our nature, it is not practical to disclose revenues from external customers for each product or each group of similar products. No single customer represents 10 percent or more of our revenue. Sales are primarily within the United States and all assets are located within the United States.

Reportable Segments	**Industrial**	**Water Treatment**	**Total**
(In thousands)			
Quarter Ended July 3, 2011:			
Sales	$ 63,567	$ 25,027	$ 88,594
Gross profit	10,719	7,208	17,927
Operating income	5,642	4,428	10,070
Quarter Ended June 30, 2010:			
Sales	$ 49,806	$ 24,859	$ 74,665
Gross profit	10,340	8,107	18,447
Operating income	6,412	5,374	11,786

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

The following is a discussion and analysis of our financial condition and results of operations for the quarter ended July 3, 2011 as compared to June 30, 2010. This discussion should be read in conjunction with the Condensed Consolidated Financial Statements and Notes to Condensed Consolidated Financial Statements included in this Form 10-Q and Item 8 of our Annual Report on Form 10-K for the fiscal year ended April 3, 2011 ("fiscal 2011").

Overview

We derive substantially all of our revenues from the sale of bulk and specialty chemicals to our customers in a wide variety of industries. We began our operations primarily as a distributor of bulk chemicals with a strong customer focus. Over the years we have maintained our strong customer focus and have expanded our business by increasing our sales of value-added specialty chemical products, including repackaging, blending and manufacturing certain products. In recent years, we significantly expanded the sales of our higher-margin blended and manufactured products. We expect this specialty chemical portion of our business to continue to grow.

In the fourth quarter of fiscal 2011, we completed the acquisition of substantially all of the assets of Vertex, a manufacturer of sodium hypochlorite in the central Midwest. In addition to the manufacture of sodium hypochlorite bleaches, Vertex distributes and provides terminal services for bulk liquid inorganic chemicals, and contract and private label packaging for household chemicals. Its corporate headquarters are located in St. Louis, Missouri, with manufacturing sites in Dupo, Illinois, Camanche, Iowa, and Memphis, Tennessee. In connection with the acquisition we paid the sellers $27.2 million and assumed certain liabilities of Vertex. Vertex's business is part of our Industrial Group.

We seek to maintain relatively constant gross profit dollars on each of our products as the cost of our raw materials increase or decrease. Since we expect that we will continue to experience fluctuations in our raw material costs and resulting prices in the future, we believe that gross profit dollars is the best measure of our profitability from the sale of our products. If we maintain relatively stable profit dollars on each of our products, our reported gross profit percentage will decrease when the cost of the product increases and will increase when the cost of the product decreases.

We use the last in, first out ("LIFO") method of valuing the majority of our inventory, which causes the most recent product costs to be recognized in our income statement. The valuation of LIFO inventory for interim periods is based on our estimates of fiscal year-end inventory levels and costs. The LIFO inventory valuation method and the resulting cost of sales are consistent with our business practices of pricing to current commodity chemical raw material prices. We have recorded a $0.3 million increase in our LIFO reserve for the quarter ended July 3, 2011 and a $0.8 million increase for the quarter ended June 30, 2010, reducing our reported gross profit by that amount in each of the first quarters of fiscal 2012 and 2011. We anticipate material costs to increase somewhat throughout fiscal 2012.

Results of Operations

The following table sets forth the percentage relationship of certain items to sales for the period indicated:

	Quarter ended	
	July 3, 2011	**June 30, 2010**
Sales	100.0 %	100.0 %
Cost of sales	(79.8) %	(75.3) %
Gross profit	20.2 %	24.7 %
Selling, general and administrative expenses	(8.9) %	(8.9) %
Operating income	11.3 %	15.8 %
Investment income	0.1 %	0.1 %
Income from continuing operations before income taxes	11.4 %	15.9 %
Provision for income taxes	(4.3) %	(6.1) %
Incoming from continuing operations	7.1 %	9.8 %
Income from discontinued operations, net of tax	0.4 %	- %
Net income	7.5 %	9.8 %

Sales

Sales increased $13.9 million, or 18.7%, to $88.6 million in the period ended July 3, 2011 as compared to $74.7 million in the period ended June 30, 2010. Sales of bulk chemicals, including caustic soda, were approximately 22% of sales during the first quarter of fiscal 2012 and the 19% during first quarter of fiscal 2011. Vertex, which we acquired during the fourth quarter of fiscal 2011, contributed approximately $11.0 million of the increase in sales during the first quarter of fiscal 2012. The remaining increase in sales is primarily the result of higher selling prices for bulk chemicals due to increased commodity chemical prices as well as increased sales of specialty and manufactured chemical products, partially offset by lower bulk chemical sales volumes. We experienced unfavorable weather conditions in the quarter ended July 3, 2011 that negatively impacted sales volumes within both segments. The weather was unseasonably cold and wet with certain regions experiencing flooding, reducing the consumption of chemicals needed for water treatment and agricultural applications.

Industrial Segment. Industrial segment sales increased $13.7 million, or 27.6%, to $63.6 million for the quarter ended July 3, 2011 as compared to the quarter ended June 30, 2010. Vertex, which we acquired during the fourth quarter of fiscal 2011, contributed approximately $11.0 million of the increase in sales during the first quarter of fiscal 2012. The remaining increase in sales for the Industrial segment was the result of higher selling prices for bulk chemical due to increased commodity chemical prices, partially offset by lower bulk chemical sales volumes.

Water Treatment Segment. Water Treatment segment sales increased $0.2 million, or 0.7%, to $25.0 million for the quarter ended July 3, 2011 as compared to the quarter ended June 30, 2010. Despite adverse weather conditions, the segment's sales performance was positively impacted by increased sales across all product lines, largely offset by lower selling prices due to competitive pricing pressures.

Gross Profit

Gross profit was $17.9 million, or 20.2% of sales, for the period ended July 3, 2011, as compared to $18.4 million, or 24.7% of sales, for the period ended June 30, 2010. Due to projected increases in certain raw material costs, the LIFO method of valuing inventory negatively impacted gross profit by $0.3 million for the quarter ended July 3, 2011 and $0.8 million for the quarter ended June 30, 2010.

Industrial Segment. Gross profit for the Industrial segment was $10.7 million, or 16.9% of sales, for the quarter ended July 3, 2011, as compared to $10.3 million, or 20.8% of sales, for the quarter ended June 30, 2010. The increase in gross profit resulted from adding Vertex's business to this segment, offset by pricing pressure across all product lines. The LIFO method of valuing inventory negatively impacted gross profit in this segment by $0.2 million during the first quarter of fiscal 2012 and $0.6 million during the first quarter of fiscal 2011.

Water Treatment Segment. Gross profit for the Water Treatment segment was $7.2 million, or 28.8% of sales, for the quarter ended July 3, 2011, as compared to $8.1 million, or 32.6% of sales, for the quarter ended June 30, 2010. The decrease in gross profit was primarily due to competitive pricing pressures, partially offset by increased sales across all product lines. The LIFO method of valuing inventory did not have a material impact in this segment during the first quarter of fiscal 2012 and negatively impacted gross profit by $0.2 million during the first quarter of fiscal 2011.

Selling, General and Administrative Expenses

Selling, general and administrative expenses were $7.9 million, or 8.9% of sales, for the period ended July 3, 2011 as compared to $6.7 million, or 8.9% of sales, for the period ended June 30, 2010. The increase was primarily due to the acquisition of Vertex during the fourth quarter of fiscal 2011.

Operating Income

Operating income was $10.1 million for the period ended July 3, 2011, a decrease of $1.7 million from the period ended June 30, 2010. The Industrial segment accounted for $0.8 million and the Water Treatment segment accounted for the $0.9 million of the decrease. The decrease in operating income was driven by lower gross profits and increased SG&A expenses.

Investment Income

Investment income was $0.1 million for the period ended July 3, 2011 as well as the period ended June 30, 2010.

Provision for Income Taxes

Our effective income tax rate was 37.3% for the period ended July 3, 2011, compared to 38.3% for the period ended June 30, 2010. The lower effective tax rate is primarily due to a projected increase in permanent tax benefits for fiscal 2012.

Liquidity and Capital Resources

Cash provided by operations for the period ended July 3, 2011 was $7.2 million compared to $4.6 million for the period ended June 30, 2010. The increase in cash provided by operating activities was due primarily to reduced cash amounts used to fund working capital, including the timing of inventory purchases and the related vendor payments and the timing of customer payments. Historically, our cash requirements increase during the period from April through September as caustic soda inventory levels increase as the majority of barges are received during this period. Additionally, due to the seasonality of the water treatment business, our accounts receivable balance generally increases during the same period.

Cash and investments available-for-sale of $36.3 million at July 3, 2011 decreased by $1.1 million as compared with the $37.4 million available as of April 3, 2011, primarily due to higher working capital balances and cash disbursed for capital expenditures, dividends and the final payment related to the Vertex acquisition during the first quarter of fiscal 2012.

Capital Expenditures

Capital expenditures were $3.6 million for the quarter ended July 3, 2011 compared to $3.3 million for the quarter ended June 30, 2010. Significant capital expenditures during the first quarter of fiscal 2012 consisted of approximately $1.5 million for business expansion and process improvement projects and $1.6 million for other facility, regulatory and safety improvements. We expect our cash flows from operations will be sufficient to fund our planned capital expenditures in fiscal 2012.

Critical Accounting Policies

Our significant accounting policies are set forth in Note 1 to our financial statements in our Annual Report on Form 10-K for the fiscal year ended April 3, 2011. The accounting policies used in preparing our interim fiscal 2012 financial statements are the same as those described in our Annual Report.

Forward-Looking Statements

The information presented in this Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). These forward-looking statements have been made pursuant to the provisions of the Private Securities Litigation Reform Act of 1995. These statements are not historical facts, but rather are based on our current expectations, estimates and projections, and our beliefs and assumptions. We intend words such as “anticipate,” “expect,” “intend,” “plan,” “believe,” “seek,” “estimate,” “will” and similar expressions to identify forward-looking statements. These statements are not guarantees of future performance and are subject to certain risks, uncertainties and other factors, some of which are beyond our control and are difficult to predict. These factors could cause actual results to differ materially from those expressed or forecasted in the forward-looking statements. Additional information concerning potential factors that could affect future financial results is included in our Annual Report on Form 10-K for the fiscal year ended April 3, 2011. We caution you not to place undue reliance on these forward-looking statements, which reflect our management’s view only as of the date of this Quarterly Report on Form 10-Q. We are not obligated to update these statements or publicly release the result of any revisions to them to reflect events or circumstances after the date of this Quarterly Report on Form 10-Q or to reflect the occurrence of unanticipated events.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

At July 3, 2011, our investment portfolio included $13.0 million of certificates of deposit classified as fixed income securities and cash and cash equivalents of $23.3 million. The fixed income securities, like all fixed income instruments, are subject to interest rate risks and will decline in value if market interest rates increase. However, while the value of the investment may fluctuate in any given period, we intend to hold our fixed income investments until recovery. Consequently, we would not expect to recognize an adverse impact on net income or cash flows during the holding period. We adjust the carrying value of our investments if impairment occurs that is other than temporary.

We are subject to the risk inherent in the cyclical nature of commodity chemical prices. However, we do not currently purchase forward contracts or otherwise engage in hedging activities with respect to the purchase of commodity chemicals. We attempt to pass changes in material prices on to our customers, however, there are no assurances that we will be able to pass on cost increases in the future.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of disclosure controls and procedures

As of the end of the period covered by this Quarterly Report on Form 10-Q, we conducted an evaluation, under supervision and with the participation of management, including the chief executive officer and chief financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures pursuant to Rules 13a-15 and 15d-15 of the Exchange Act. Based upon that evaluation, our chief executive officer and chief financial officer concluded that our disclosure controls and procedures are effective. Disclosure controls and procedures are defined by Rules 13a-15(e) and 15d-15(e) of the Exchange Act as controls and other procedures that are designed to ensure that information required to be disclosed by us in reports filed with the SEC under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by us in reports filed under the Exchange Act is accumulated and communicated to our management, including our principal executive and principal financial officers, or person performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

Changes in Internal Control

There was no change in our internal control over financial reporting during the first quarter of fiscal 2012 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

On November 3, 2009, ICL Performance Products, LP ("ICL"), a chemical supplier to us, filed a lawsuit in the United States District Court for the Eastern District of Missouri, asserting breach of a contract for the sale of phosphoric acid in 2009 (the "2009 Contract"). ICL seeks to recover $7.3 million in damages and pre-judgment interest, and additionally seeks to recover its costs and attorneys' fees. ICL also claimed that we breached a contract for the sale of phosphoric acid in 2008 (the "2008 Contract"). ICL has since dropped its claim for breach of the 2008 Contract. We have counterclaimed against ICL alleging that ICL falsely claimed to have a shortage of raw materials that prevented it from supplying us with the contracted quantity of phosphoric acid for 2008. We claim that ICL used this alleged shortage and the threat of discontinued shipments of phosphoric acid to force us to pay increased prices for the remainder of 2008, and to sign the 2009 Contract. Based on this alleged conduct, we have brought four alternate causes of action including: (1) breach of contract, (2) breach of the implied covenant of good faith and fair dealing, (3) negligent misrepresentation, and (4) intentional misrepresentation. We seek to recover $1.5 million in damages, and additionally seek to recover punitive damages, pre- and post-judgment interest, and our costs and attorneys' fees. The discovery phase in this action is complete, and both parties have moved for summary judgment in their favor. We do not know how or when the Court might rule on the parties' summary judgment motions. The jury trial for this action is scheduled for mid November 2011. We are not able to predict the ultimate outcome of this litigation, but legal proceedings such as this can result in substantial costs and divert our management's attention and resources, which may have a material adverse effect on our business and results of operations, including cash flows.

We are a party from time to time in other legal proceedings arising in the ordinary course of our business. To date, none of the litigation has had a material effect on us.

ITEM 1A. RISK FACTORS

There have been no material changes to our risk factors from those disclosed in our Annual Report on Form 10-K for the fiscal year ended April 3, 2011.

Item 5. OTHER INFORMATION

Item 1.01. Entry into a Material Definitive Agreement

On August 2, 2011, the Board of Directors of Hawkins, Inc. (the "Company") and John S. McKeon, Chairman of the Board, agreed to amend the compensation arrangement relating to Mr. McKeon's provision of consulting services to the Company by reducing his compensation from $6,250 per month to $5,000 per month. This arrangement is separate from the compensation paid to Mr. McKeon for his service as Chairman of the Board which was not revised at this time. Either the Company or Mr. McKeon can terminate this arrangement at any time.

Item 5.02. DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS

On August 2, 2011, our Compensation Committee adopted an Executive Severance Plan (the *"Severance Plan")* to be entered into with our Chief Executive Officer and certain other key employees (collectively, *"Covered Executives").*

Covered Executives will be eligible to receive specified payments and benefits if our Company terminates their employment (i) without "cause" at any time or (ii) for "good reason" within two years after a "change in control." The Compensation Committee is responsible for assigning each Covered Executive to one of four tiers, which determines the duration of salary continuation and amount of change in control payments for which a Covered Executive may be eligible. Initially, the Chief Executive Officer will be assigned to Tier 1 and the Chief Financial Officer, Vice President—Industrial and Vice President—Water Treatment Group will be assigned to Tier 3 and our General Counsel will be assigned to Tier 4.

The payments and benefits that will be paid to Covered Executives under the Severance Plan as a result of a qualifying termination of employment include (i) base salary for the salary continuation period associated with their Tier, (ii) COBRA continuation coverage for medical and dental benefits for a maximum of 18 months (with Covered Executive to be charged the active employee rate for coverage) , and (iii) the reasonable costs of outplacement services for a maximum of 1 year.

The additional payments and benefits that will be paid to Covered Executives under the Severance Plan as a result of a qualifying termination of employment in connection with a change in control include (i) six additional months of salary continuation, (ii) a benefit equal to the annual bonus the Covered Executive would have received (measured at target) if the Covered Executive had remained employed and eligible to receive such bonus for the entire salary continuation period, and (iii) a benefit equal to the additional benefit, if any, that would have been received under the Hawkins, Inc. Profit Sharing Plan if the Covered Executive had remained employed and eligible for the Profit Sharing Plan for the entire salary continuation period.

A Covered Executive must enter into an employment agreement with the Company that contains covenants against competition, disclosure and solicitation, and as a release of claims in order to qualify for payments and benefits under the Severance Plan.

The foregoing description of the Severance Plan does not purport to be complete and is qualified in its entirety by reference to the Severance Plan, which is attached as Exhibit 10.1 hereto and is incorporated into this Item 5.02 by reference.

Item 5.07. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

On August 2, 2011, the Company held its 2011 Annual Meeting of Shareholders. The proposals that were voted upon at the meeting and the number of votes cast as to each proposal are set forth below.

Proposal One - Election of Directors

The shareholders elected each of the seven nominees to serve as director for a term of one year, which term shall expire at the next annual meeting of shareholders, based on the votes listed below:

Director Nominee	For	Against	Abstain
John S. McKeon	5,904,798	1,804,159	7,029
Patrick H. Hawkins	7,683,670	26,068	6,248
James A. Faulconbridge	6,543,933	1,146,513	25,540
Duane M. Jergenson	7,530,062	160,350	25,574
Daryl I. Skaar	7,507,085	183,989	24,912
James T. Thompson	7,531,638	158,038	26,310
Jeffrey L. Wright	6,706,117	984,051	25,818

Proposal Two - Approval of the Hawkins, Inc. Employee Stock Purchase Plan

The shareholders approved the Employee Stock Purchase Plan, based on the votes listed below:

For	Against	Abstain	Broker Non-Votes
7,549,941	135,843	30,202	—

Proposal Three - Non-Binding Advisory Vote on Executive Compensation

The shareholders approved, on an advisory basis, the compensation of the Company’s executive officers as disclosed in the proxy statement distributed in connection with the Annual Meeting, based on the votes listed below:

For	Against	Abstain	Broker Non-Votes
7,272,896	172,310	270,780	—

Proposal Four - Non-Binding Advisory Vote on the Frequency of the Vote on Executive Compensation

The shareholders expressed a preference for an annual non-binding advisory vote on the compensation of the company’s executive officers, based on the votes listed below:

1 Year	2 Year	3 Year	Abstain
3,915,417	99,874	3,298,009	402,686

In light of the voting results for this Proposal Four, the Board of Directors has determined that it will include a non-binding advisory vote on executive compensation in the Company’s proxy materials every three years until the next required advisory vote on the frequency of shareholder votes on executive compensation.

The above proposals are described in further detail in the Company’s definitive proxy statement filed with the Securities and Exchange Commission on June 22, 2011.

Table of Contents

ITEM 6. EXHIBITS

Exhibit Index

Exhibit	Description	Method of Filing
3.1	Amended and Restated Articles of Incorporation. (1)	Incorporated by Reference
3.2	Amended and Restated By-Laws. (2)	Incorporated by Reference
10.1	Executive Severance Plan	Filed Electronically
31.1	Certification by Chief Executive Officer pursuant to Rule 13a-14(a) of the Exchange Act.	Filed Electronically
31.2	Certification by Chief Financial Officer pursuant to Rule 13a-14(a) of the Exchange Act.	Filed Electronically
32.1	Section 1350 Certification by Chief Executive Officer.	Filed Electronically
32.2	Section 1350 Certification by Chief Financial Officer.	Filed Electronically
101	Financial statements from the Quarterly Report on Form 10-Q of Hawkins, Inc. for the period ended July 3, 2011, filed with the SEC on August 4, 2011, formatted in Extensible Business Reporting Language (XBRL); (i) the Condensed Consolidated Balance Sheets at July 3, 2011 and April 3, 2011, (ii) the Condensed Consolidated Statements of Income for the Quarter Ended July 3, 2011 and June 30, 2010, (iii) the Condensed Consolidated Statements of Cash Flows for the Quarter Ended July 3, 2011 and June 30, 2010, and (iv) Notes to Condensed Consolidated Financial Statements.	Filed Electronically

* Management contract or compensatory plan or arrangement required to be filed as an exhibit to this Form 10-Q.

(1) Incorporated by reference to Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the period ended June 30, 2010, filed on July 29, 2010.

(2) Incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K dated October 28, 2009 and filed November 3, 2009.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

HAWKINS, INC.

By: /s/ Kathleen P. Pepski

Kathleen P. Pepski

Vice President, Chief Financial Officer, and Treasurer
(On behalf of the Registrant and as principal financial officer)

Dated: August 4, 2011

Exhibit Index

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EXHIBIT 10.1

HAWKINS, INC.

EXECUTIVE SEVERANCE PLAN

(Effective August 2, 2011)

Hawkins, Inc. has established this Hawkins, Inc. Executive Severance Plan (the “Plan”) effective August 2, 2011 (the “Effective Date”).

The purpose of this Plan is to provide certain executive employees of Hawkins with severance benefits in the event that the executive’s employment is involuntarily terminated under circumstances entitling the executive to such benefits.

The Plan is intended to be an unfunded plan for a select group of management or highly compensated employees that is intended to qualify for the exemptions provided in sections 201, 301 and 401 of ERISA, and for the alternative reporting method provided in DOL Reg. § 2520.104-23.

The Plan shall continue until such time as it is amended or terminated.

ARTICLE 1

DEFINITIONS

1.1 “Affiliate” means any entity with which Hawkins would be considered a single employer under Code § 414(b) or 414(c).

1.2 “Base Salary” means the Covered Executive’s annualized rate of base salary as paid on each regularly scheduled payday for the Covered Executive’s regular work schedule as of his or her Date of Termination; provided, however, that if such rate is reduced during the 90-day period preceding the Covered Executive’s Date of Termination, the Covered Executive’s annualized rate of base salary shall be based upon the highest rate in effect for the Covered Executive during such 90-day period.

1.3 “Beneficial Owner” and “Beneficial Ownership” have the same meaning as in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (or any successor rule thereto).

1.4 “Board” means the Board of Directors of Hawkins.

1.5 “Cause” means:

(a) the Covered Executive’s willful and material failure or refusal during his or her employment to carry out any reasonable directive of the Board;

(b) any willful and material failure by the Covered Executive during his or her employment to comply with any material policy, rule or code of conduct generally applicable to employees of Hawkins or to management employees of Hawkins, which failure is materially and demonstratively injurious to the financial condition or business reputation of Hawkins;

(c) the Covered Executive’s embezzlement or misappropriation of funds of Hawkins or any other willful act or omission by the Covered Executive which is materially injurious to the financial condition or business reputation of Hawkins; or

(d) the Covered Executive’s conviction or confession of an act or acts constituting a felony under the laws of the United States or any state thereof related to the business of Hawkins or which is materially injurious to the financial condition or business reputation of Hawkins.

1.6 "Change in Control" means the occurrence of any of the following events:

(a) the consummation of a Corporate Transaction unless, immediately following such Corporate Transaction, all or substantially all of the persons who were the Beneficial Owners of Voting Securities of Hawkins immediately prior to such Corporate Transaction beneficially own, directly or indirectly, more than 50% of the combined voting power of the then outstanding Voting Securities (or comparable equity interests) of the surviving or acquiring entity (or its parent) resulting from such Corporate Transaction in substantially the same proportions as their ownership of Voting Securities of Hawkins immediately prior to such Corporate Transaction; or

(b) any person or group, other than (i) one or more Subsidiaries, or (ii) any employee benefit plan (or related trust) sponsored or maintained by Hawkins or any Affiliate, becomes the Beneficial Owner of equity securities of Hawkins representing more than 50% of the combined voting power of the then outstanding Voting Securities of Hawkins, except that (A) any acquisition of equity securities of Hawkins directly from Hawkins for the purpose of providing financing to Hawkins, any formation of a group consisting solely of Beneficial Owners of Voting Securities of Hawkins as of the Effective Date, or any repurchase or other acquisition by Hawkins of its equity securities that causes any person to become the beneficial owner of more than 50% of the combined voting power of the Voting Securities of Hawkins, will not be considered a Change in Control unless and until, in either case, such person acquires Beneficial Ownership of additional Voting Securities of Hawkins after the person initially became the Beneficial Owner of more than 50% of the combined voting power of the Voting Securities of Hawkins by one of the means described in this clause (A); and (B) a Change in Control will occur if a person or group becomes the Beneficial Owner of more than 50% of Voting Securities of Hawkins as the result of a Corporate Transaction only if the Corporate Transaction is itself a Change in Control pursuant to subsection (a) of this section; or

(c) individuals who are Continuing Directors cease for any reason to constitute a majority of the members of the Board.

1.7 "COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

1.8 "Code" means the Internal Revenue Code of 1986, as amended, and the regulations and guidance issued thereunder.

1.9 "Committee" means the Compensation Committee of the Board or such other committee of the Board (including, without limitation, the full Board) to which the Board has delegated power to act under or pursuant to the provisions of the Plan.

1.10 "Continuing Director" means an individual (a) who is, as of the Effective Date, a director of Hawkins, or (b) who becomes a director of Hawkins after the Effective Date and whose initial election, or nomination for election by Hawkins' stockholders, was approved by at least a majority of the then Continuing Directors, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Board.

1.11 "Corporate Transaction" means a dissolution or liquidation of Hawkins, a sale of substantially all of the assets of Hawkins, a merger or consolidation of Hawkins with or into any other corporation, regardless of whether Hawkins is the surviving corporation, or a statutory share exchange involving capital stock of Hawkins.

1.12 "Covered Executive" means any Employee who is specifically designated by the Compensation Committee to participate in the Plan.

1.13 "Date of Termination" means the effective date of a Termination of Employment.

1.14 "Disability" means any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than six months, where such impairment causes the Covered Executive to be unable to perform the duties of the Covered Executive's position of employment or any substantially similar position of employment.

1.15 "Effective Date" means the effective date of this Plan, which is August 2, 2011.

1.16 "Employee" means any common-law employee of Hawkins or an Affiliate (while it is an Affiliate).

1.17 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations and guidance issued.

1.18 "Good Reason" means any of the following conditions arising without the consent of the Covered Executive:

(a) a material decrease in the Covered Executive's base compensation;

(b) a material diminution in the Covered Executive's authority, duties, or responsibilities;

(c) relocation of Covered Executive's principal office more than 50 miles from its current location; or

(d) any other action or inaction that constitutes a material breach by Hawkins of any terms or conditions of any agreement between Hawkins and the Covered Executive, which breach has not been caused by the Covered Executive.

1.19 "Hawkins" means Hawkins, Inc., a Minnesota corporation, or any successor to all or substantially all of its businesses by merger, consolidation, purchase of assets or otherwise.

1.20 "Profit Sharing Plan" means the Hawkins, Inc. Profit Sharing Plan.

1.21 "Release" means a written agreement and release of claims in a form furnished by Hawkins. In such release, the Covered Executive will be asked to release Hawkins and its directors, officer, employees and agents from any and all claims the Covered Executive may have against them, including but not limited to any contract, tort, or wage and hour claims, and any claims under Title VII, the ADEA, the ADA, ERISA, and other federal, state, local or foreign laws. Under the Release, the Covered Executive must also agree not to solicit business similar to any business offered by Hawkins from any Hawkins customer, not to advise any entity to cancel or limit its business with Hawkins, not to recruit, solicit or encourage any employee to leave their employment with Hawkins, not to disclose any of Hawkins' trade secrets or confidential information, and not to disparage Hawkins or its employees in any way. These obligations are in addition to any other non-solicitation, noncompete, nondisclosure, or confidentiality agreements the Covered Executive may have executed while employed by Hawkins. The Release shall not diminish or terminate the Covered Executive's rights under this Plan.

1.22 "Salary Continuation Period" means the relevant period (which shall depend upon the Covered Executive's Tier on his or her Date of Termination and whether the Covered Executive's Termination of Employment is a Termination Due to a Change in Control) as described in Appendix A for determining the Severance Benefits payable to a Covered Executive.

1.23 "Separation Pay Plan Amount" means an amount payable pursuant to an arrangement that constitutes a "separation pay plan due to involuntary separation from service" under Treas. Reg. § 1.409A-1(b)(9)(iii) (or a successor rule thereto), and which, with respect to a Covered Executive, shall be equal to two times the lesser of (a) the maximum amount that may be taken into account under a qualified pension plan under Code § 401(a)(17) for the year in which the Effective Date occurs; or (b) the Covered Executive's annualized compensation for the calendar year prior to the calendar year in which the Date of Termination occurs (adjusted for any increase during that year that was expected to continue indefinitely if the Covered Executive had not separated from service).

1.24 "Severance Benefits" means the benefits payable under this Plan as described in Article 3.

1.25 "Target Annual Bonus" means the target annual bonus established under Hawkins' annual incentive bonus program and approved by the Committee, as applicable, for the fiscal year in which the Covered Executive's Date of Termination occurs, or if such target annual bonus has not been established for such fiscal year by the Employee's Date of Termination, the target annual bonus for the prior fiscal year.

1.26 "Termination Due to Change in Control" means a Termination for Good Reason or a Termination Without Cause that occurs during the 30-day period preceding or the two-year period commencing upon the occurrence of a Change in Control.

1.27 "Termination for Good Reason" means a Termination of Employment by the Covered Executive for Good Reason; provided, however, that a Termination of Employment shall not be considered to be a Termination for Good Reason unless the following conditions are satisfied:

(a) The Covered Executive has first given written notice to Hawkins of the existence of a condition constituting "Good Reason" as described in Sec. 1.18 within 90 days of its first occurrence, and Hawkins has failed to remedy the condition within 30 days thereafter.

(b) The Termination of Employment occurs not later than the expiration of the two-year period following the initial existence of a condition constituting "Good Reason" as described in Sec. 1.18.

1.28 "Termination of Employment" means a termination of a Covered Executive's employment with Hawkins and its Affiliates, whether by action of the Covered Executive or by Hawkins or an Affiliate, provided that such Termination of Employment also constitutes a "separation from service" under Code § 409A and the regulations thereunder.

1.29 "Termination Without Cause" means a Termination of Employment for any reason other than Cause or the Covered Executive's death or Disability.

1.30 "Voting Securities" means, with respect to any company, the company's outstanding securities entitled to vote generally in the election of directors.

ARTICLE 2

ELIGIBILITY

2.1 Eligibility. An Employee shall be entitled to participate in, and shall become a Covered Executive under, the Plan upon his or her selection by the Committee for participation in the Plan. Hawkins shall advise each Covered Executive who is selected for participation in the Plan of his or her participation in the Plan.

2.2 Tiers. Each Covered Executive shall be assigned a Tier by the Committee for purposes of determining the Covered Executive's entitlement to certain Severance Benefits under this Plan. However, unless the Committee makes a different assignment, the Chief Executive Officer is assigned to Tier 1 and the President of Hawkins is assigned to Tier 2. Notwithstanding the foregoing, if the Covered Executive was assigned to a higher Tier during the 90-day period immediately preceding the Covered Executive's Date of Termination, the Covered Executive shall be deemed to be assigned to such higher Tier for purposes of determining the Covered Executive's Severance Benefits under this Plan.

2.3 Condition to Receiving Benefits. As a condition precedent to receiving Severance Benefits under the Plan, a Covered Executive must complete, execute and return to Hawkins, not later than 50 days following the

Covered Executive's Date of Termination, a Release which has not been rescinded by the Covered Executive prior to the expiration of all applicable rescission period(s). Such Release shall be furnished to the Covered Executive within five days after the Covered Executive's Date of Termination.

ARTICLE 3

SEVERANCE BENEFITS

3.1 Termination Without Cause Not In Connection with a Change In Control. In the event of the Covered Executive's Termination Without Cause which is not a Termination Due to Change in Control, the Covered Executive shall be entitled to the Severance Benefits described in this Sec. 3.1. For purposes of determining a Covered Executive's Severance Benefits under this Sec. 3.1, the Salary Continuation Period for a Covered Executive shall be the relevant period described in Appendix A.

(a) Base Salary. Hawkins shall pay the Covered Executive his or her Base Salary for the Salary Continuation Period. Such Base Salary shall be paid in equal installments over the Salary Continuation Period in accordance with Hawkins' standard payroll practices. Notwithstanding the foregoing, the following conditions and limitations on the payment of Base Salary shall apply:

(i) It is intended that all or a portion of the amounts payable during the six-month period following the Date of Termination will constitute separation pay due to involuntary separation from service under Treas. Reg. § 1.409A-1(b)(9)(iii). Accordingly, the amounts in excess of the Separation Pay Plan Amount that would otherwise have been payable during such six-month period shall be accumulated and paid (without interest) to the Covered Executive in a lump sum on the first day of the seventh month following the Date of Termination (subject to satisfaction of the conditions described in Sec. 2.3 by such date).

(ii) Any installment payment(s) of Base Salary that otherwise would have been paid during such six-month period to the Covered Executive pursuant to this subsection, but solely for the fact that the conditions described in Sec. 2.3 have not yet been satisfied, shall be accumulated and paid (without interest) to the Covered Executive in a lump sum upon the first regularly scheduled payroll date following the satisfaction of such conditions.

(b) Medical and Dental. Hawkins shall reimburse the Covered Executive for the amount of the employer portion of his or her premium payments for COBRA continuation coverage for medical and dental benefits for the Salary Continuation Period, or, if shorter, the 18-month period following the Date of Termination, if the Covered Executive qualifies for and elects that coverage for such period. Notwithstanding the foregoing, however, Hawkins' obligation to make any payment or further payment pursuant to this subsection will cease on the date the Covered Executive becomes covered by another group health plan that does not impose pre-existing condition limitations on the Covered Executive's coverage. Nothing in this subsection shall be construed to extend the period for which COBRA continuation coverage must be provided to the Covered Executive or the Covered Executive's dependents beyond that mandated by law. Such payments are intended to be medical reimbursements exempt from Code § 409A pursuant to Treas. Reg. § 1.409A-1(b)(9)(v)(B).

(c) Outplacement Costs. Hawkins shall engage and pay on behalf of the Covered Executive, the reasonable costs of outplacement services for the twelve-month period following the Date of Termination. The payments under this subsection are intended to be exempt from Code § 409A pursuant to Treas. Reg. § 1.409A-1(b)(9)(v)(A). Accordingly, the costs of such outplacement services shall not be incurred beyond the last day of the second calendar year following the calendar year in which the Covered Executive's Date of Termination falls, and Hawkins' payment shall be made before the end of the third calendar year following the calendar year in which the Covered Executive's Date of Termination for the Salary Continuation Period.

3.2 Termination Due to Change in Control. In the event of a Covered Executive's Termination for Good Reason or Termination Without Cause that is also a Termination Due to Change in Control:

(a) The Covered Executive shall be entitled to the Severance Benefits described in Sec. 3.1, except that:

(i) for purposes of determining the Covered Executive's Severance Benefits under this Sec. 3.2, the Salary Continuation Period shall be the Salary Continuation Period for a Termination Due to Change in Control described in Appendix A.

(ii) the amounts payable during the six-month period described in Sec. 3.1(a)(i) that constitute separation pay due to involuntary separation from service under Treas. Reg. § 1.409A-1(b)(9)(iii) shall be paid as soon as administratively practicable following the Date of Termination (subject to satisfaction of the conditions described in Sec. 2.3 by such date).

(iii) if the Change in Control constitutes a change in ownership of a corporation under Treas. Reg. § 1.409A-3(i)(5)(v), a change in the effective control of a corporation under Treas. Reg. § 1.409A-3(i)(5)(vi), or a change in the ownership of a substantial portion of a corporation's assets as defined in Treas. Reg. § 1.409A-3(i)(5)(vii), the Base Salary installment payments that would otherwise be payable for the remainder of the Salary Continuation Period following the period described in Sec. 3.1(a)(i) shall instead be paid in a lump sum on the first day of the seventh month following the Date of Termination (subject to satisfaction of the conditions described in Sec. 2.3 by such date).

(b) The Covered Executive shall be entitled to the following additional Severance Benefits:

(i) Bonus. The Covered Executive shall be entitled to receive an amount equal to one-twelfth (1/12) of his or her Target Annual Bonus multiplied by the number of months in Salary Continuation Period for a Termination Due to a Change in Control described in Appendix A. Such payment shall be made in a lump sum as soon as administratively practicable after the expiration of all rescission period(s) described in Sec. 2.3, but in any event not later than two and half months following the end of the year in which the Date of Termination occurs. Such amount is intended to be a short-term deferral pursuant to Treas. Reg. § 1.409A-1(b)(4).

(ii) Profit Sharing Plan. The Covered Executive shall be entitled to receive an amount intended to provide a benefit equal to the additional benefit that the Executive would have received under the Profit Sharing Plan if such Covered Executive (x) had remained employed by Hawkins for the entire Salary Continuation Period and (y) had been entitled to Employer Contributions (as defined in the Profit Sharing Plan) under the Profit Sharing Plan for the Salary Continuation Period.

The amount of such payment shall equal the additional Discretionary Employer Profit Sharing Contribution that the Covered Executive would have received for the Salary Continuation period if his/her Compensation had continued at the same rate as in effect immediately prior to his/her Termination of Employment and the rate of the Discretionary Employer Profit Sharing Contribution had been the same rate as in effect for the most recent Plan Year ending prior to the Termination of Employment, plus if, on the Date of Termination, the Profit Sharing Plan permits 401(k) Contributions, such Employer Matching Contributions the Covered Executive would have received for the Salary Continuation Period if he/she had made 401(k) Contributions at least at the rate that would have entitled him/her to the maximum Employer Matching Contributions permitted under the Plan.

Such payment shall be made in a lump sum as soon as administratively practicable after the expiration of all rescission period(s) described in Sec. 2.3, but in any event not later than two and half months following the end of the year in which the Date of Termination occurs. Such amount is intended to be a short-term deferral pursuant to Treas. Reg. § 1.409A-1(b)(4).

3.3 Clawback. Any payment of a Severance Benefit hereunder shall be subject to, and recoverable by, Hawkins under Hawkins' clawback policy in effect from time to time; provided, however, that for any attempted recovery from and after a Change in Control, such clawback policy shall have been in effect prior to the Change in Control except as such policy has been modified to conform to applicable law or regulation.

ARTICLE 4

PLAN ADMINISTRATION

4.1 General. The Plan is administered by the Committee. The principal duty of the Committee is to administer the Plan in a consistent and non-discriminatory manner in accordance with its terms. The Committee shall have full power, as provided herein, to administer the Plan in all of its details.

4.2 Power and Authority. The Committee's powers shall include, but shall not be limited to, the following, in addition to all other powers provided by this Plan:

(a) to make, enforce, amend or rescind such rules and regulations relating to the Plan, and to make any other determinations that it deems necessary or proper for the efficient administration of the Plan;

(b) to interpret the Plan and its terms, with the Committee's interpretations thereof to be final and conclusive on all persons claiming benefits under the Plan;

(c) to correct any defect or supply any omission or reconcile any inconsistency in the Plan in the manner and to the extent it deems necessary or advisable;

(d) to decide all questions concerning the Plan and the eligibility of any person to participate in, and to receive benefits provided under, the Plan;

(e) to authorize the payment of benefits; and

(f) to appoint such agents, counsel, accountants, consultants, and actuaries as may be required to assist in administering the Plan.

Notwithstanding the foregoing, during the two-year period following a Change in Control, the Committee shall not have the authority to exercise discretion with respect to any aspect of the Committee's powers and duties and any other aspect of the Plan's administration, including the benefits enumerated in Article 3, with the exception of making benefits changes beneficial, but not less favorable, to the Covered Executive, and the review of benefit claims under Article 5.

4.3 Payment. Hawkins shall make payments of Severance Benefits from its general assets to Covered Executives in accordance with the terms of the Plan.

ARTICLE 5

CLAIMS PROCEDURE

5.1 Claims. All claims for benefits shall be filed in writing with the Committee. Each such claim must be filed by the Covered Executive, or his or her duly authorized representative, within 90 days following the Covered Executive’s Termination of Employment.

5.2 Determination of Claims. The Committee shall decide all claims for benefits under the Plan within 30 days after receipt of the claim. Any denial by the Committee of a claim for benefits shall be stated in writing and shall set forth, in a manner calculated to be understood by the claimant, the specific reasons for denial, specific reference to pertinent Plan provisions on which the denial is based, a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and the procedure for the appeal of such denial and a statement of the claimant’s right to bring an action under ERISA § 502(a) following an adverse benefit determination on appeal. In addition, the Committee shall afford a reasonable opportunity to any claimant whose claim for benefits has been denied a review of the decision denying the claim.

5.3 Appeals. A claimant (or his or her duly authorized representative) may, upon written request to the Committee within 30 days of receiving a denial of his claim for benefits, (a) request a review of the denial, (b) review pertinent documents, and (c) submit issues and comments in writing to the Committee. A decision by the Committee shall be made promptly and shall not ordinarily be made later than 30 days after receipt of a request for review. The Committee’s decision on review shall be in writing, shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, as well as specific references to the pertinent Plan provisions on which the decision is based, and shall contain a statement of the claimant’s right to bring a civil action under ERISA § 502(a). If the decision on review is not furnished within the applicable time described in this section, the claim shall be deemed denied on review.

ARTICLE 6

MISCELLANEOUS

6.1 Amendment and Termination. Notwithstanding the foregoing, the Plan may not be amended in any manner that adversely affects any Covered Executive unless such Covered Executive expressly consents to such amendment in writing. In the event of a Change in Control and for a period of two years thereafter, the Plan may not be amended, suspended or discontinued in any manner except to comply with applicable changes in the law, to prevent adverse tax consequences to a Covered Executive, or to make benefits more favorable to a Covered Executive.

6.2 Limitation of Covered Executive’s Rights. Nothing in this Plan shall be construed as conferring upon the Covered Executive any right to continue in the employment of Company, nor shall it interfere with the rights of Company to terminate the employment of the Covered Executive and/or to take any personnel action affecting the Covered Executive without regard to the effect which such action may have upon the Covered Executive as a recipient or prospective recipient of benefits under this Plan. Any amounts payable hereunder shall not be deemed salary or other compensation to the Covered Executive for the purposes of computing benefits to which the Covered Executive may be entitled under any other arrangement established by Company for the benefit of its employees.

6.3 Application of Section 4999 to Severance Benefits.

(a) Excise Tax Adjustment to Severance Benefits. Notwithstanding any other provisions of this Plan, in the event that any payment or benefit received or to be received by a Covered Executive, whether pursuant to the terms of this Agreement or any other plan, arrangement or agreement (all such payments and benefits, including the Severance Benefits, being hereinafter referred to as the “Total Payments”) would be subject (in whole or part), to an excise tax under Code § 4999 (the

"Excise Tax"), then, after taking into account any reduction in the Total Payments provided by reason of Code § 280G in such other plan, arrangement or agreement, the payments under this Plan that do not constitute deferred compensation within the meaning of Code § 409A shall first be reduced, and all other payments that do constitute deferred compensation within the meaning of Code § 409A shall thereafter be reduced (beginning with those payments last to be paid), to the extent necessary so that no portion of the Total Payments is subject to the Excise Tax, but only if (i) the net amount of such Total Payments, as so reduced (and after subtracting the net amount of federal, state and local income taxes on such reduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such reduced Total Payments) is greater than or equal to (ii) the net amount of such Total Payments without such reduction (but after subtracting the net amount of federal, state and local income taxes on such Total Payments and the amount of Excise Tax to which the Covered Executive would be subject in respect of such unreduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such unreduced Total Payments). In no event shall the Covered Executive have the discretion to determine the order in which payments under this Plan shall be reduced in accordance with the preceding sentence.

(b) Excise Tax Determination. For purposes of determining whether and the extent to which the Total Payments will be subject to the Excise Tax and the amount of such Excise Tax, (i) no portion of the Total Payments the receipt or enjoyment of which the Covered Executive shall have waived at such time and in such manner as not to constitute a "payment" within the meaning of Code § 280G(b) of the Code shall be taken into account, (ii) no portion of the Total Payments shall be taken into account which, in the opinion of tax counsel ("Tax Counsel") reasonably acceptable to the Covered Executive and selected by the accounting firm (the "Auditor") which was, immediately prior to the Change in Control, Hawkins' independent auditor, does not constitute a "parachute payment" within the meaning of Code § 280G(b)(2) (including by reason of Code § 280G(b)(4)(A)) and, in calculating the Excise Tax, no portion of such Total Payments shall be taken into account which, in the opinion of Tax Counsel, constitutes reasonable compensation for services actually rendered, within the meaning of Code § 280G(b)(4)(B), in excess of the Base Amount allocable to such reasonable compensation, and (iii) the value of any non-cash benefit or any deferred payment or benefit included in the Total Payments shall be determined by the Auditor in accordance with the principles of Code §§ 280G(d)(3) and (4). For purposes of this Sec. 6.3, (i) the Covered Executive shall be deemed to pay federal income tax at the highest marginal rate of federal income taxation in the calendar year in which the applicable Total Payment is to be made and state and local income taxes at the highest marginal rate of taxation in the state and locality of the Covered Executive's residence in the calendar year in which the applicable Total Payment is to be made, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes and (ii) except to the extent that the Covered Executive otherwise notifies Hawkins, the Covered Executive shall be deemed to be subject to the loss of itemized deductions and personal exemptions to the maximum extent provided by the Code for each dollar of incremental income.

(c) Payments Calculation Notice. At the time that payments are made under this Plan, Hawkins shall provide the Covered Executive with a written statement setting forth the manner in which such payments were calculated and the basis for such calculations including, without limitation, any opinions or other advice Hawkins has received from Tax Counsel, the Auditor or other advisors or consultants (and any such opinions or advice which are in writing shall be attached to the statement). If the Covered Executive objects to Hawkins' calculations, Hawkins shall pay to the Covered Executive such portion of the Severance Payments (up to 100% thereof) as the Covered Executive determines is necessary to result in the proper application of subsection (a) of this Sec. 6.3.

6.4 Legal Fees and Expenses. Hawkins shall pay to the Covered Executive all legal fees and expenses incurred by the Covered Executive in disputing in good faith any issue hereunder relating to the termination of the Covered Executive's employment, in seeking in good faith to obtain or enforce any benefit or right provided by this

Plan, or in connection with any tax audit or proceeding to the extent attributable to the application of Code § 4999 to any payment or benefit provided hereunder. Such payments shall be made within ten business days after delivery of the Covered Executive's written request for payment accompanied with such evidence of fees and expenses incurred as Hawkins reasonably may require, subject to the limits of Sec. 6.9. If Hawkins shall have reimbursed the Covered Executive for legal fees and expenses and it is later determined that the Covered Executive was not acting in good faith, all amounts paid on behalf of, or reimbursed to, the Covered Executive shall be promptly refunded to Hawkins.

6.5 Right of Offset. Hawkins reserves the right to withhold and set off from any payments to a Covered Executive any amount owed to Hawkins or an Affiliate by the Covered Executive, whether such obligation is matured or unmatured and however arising, at the time of (and with priority over) any such distribution or payment to the extent that the retention or exercise of such right does not have adverse tax consequences to the Covered Executive under Code § 409A (for clarity, this offset right is against amounts then due and payable and is not intended to accelerate payment of any amount). Hawkins further reserves the right to withhold and set off from the Covered Executive's accrued benefit under the Plan (even if a payment is not then due and payable) any amount owed to Hawkins or an Affiliate by the Participant, as satisfaction of such obligation of the Covered Executive, where such obligation is incurred in the ordinary course of the service relationship between the Covered Executive and Hawkins or the Affiliate, the entire amount of reduction in any of Hawkins' or the Affiliate's taxable years does not exceed five thousand dollars ($5,000), and the reduction is made at the same time and in the same amount as the obligation otherwise would have been due and collected from the Covered Executive.

6.6 Nonalienation of Benefits. Except as expressly provided herein, the Covered Executive shall not have the power or right to transfer, alienate or otherwise encumber his or her interest under the Plan. Hawkins' obligations under the Plan are not assignable or transferable except to (a) any corporation or partnership which acquires all or substantially all of Hawkins' assets, or (b) any corporation or partnership into which Hawkins may be merged or consolidated. The provisions of this Plan shall inure solely to the benefit of the Covered Executive.

6.7 Cooperation by Covered Executive. The Covered Executive shall cooperate with Hawkins by furnishing any and all information reasonably requested by Company in order to facilitate the payment of benefits hereunder.

6.8 Withholding Taxes. Hawkins may make such provisions and take such action as it deems necessary or appropriate for the withholding of any taxes which Hawkins is required by any law or regulation of any governmental authority, whether Federal, state or local, to withhold in connection with any benefits under the Plan, including, but not limited to, the withholding of appropriate sums from any amount otherwise payable to the Covered Executive. The Covered Executive, however, shall be responsible for the payment of all individual tax liabilities relating to any such benefits.

6.9 Compliance with Code § 409A. This Plan and the payments hereunder are intended to be exempt from or to satisfy the requirements of Code § 409A(a)(2), (3) and (4), including the exceptions for short-term deferrals, separation pay arrangements, reimbursements, and in-kind distributions, and shall be interpreted and administered accordingly. Each payment under this Plan is intended to be treated as one of a series of separate payments for purposes of Code § 409A and Treas. Reg. § 1.409A-2(b)(2)(iii) (or any similar or successor provisions). To the extent that payments under this Plan are subject to Code § 409A and the Covered Executive is a "specified employee" (as defined in Code § 409A) as of the Date of Termination, distributions to the Covered Executive may not be made before the date that is six months after the Date of Termination or, if earlier, the date of the Covered Executive's death. Payments to which the Covered Executive would otherwise be entitled during the first six months following the date of termination will be accumulated and paid on the first day of the seventh month following the Termination Date (or the Covered Executive's death, if earlier). To the extent that payments under this Plan are payments under a "reimbursement plan" subject to Code § 409A, the right to reimbursement may not be exchanged for cash or any other benefit, the amount of expenses eligible for reimbursement in one calendar year shall not affect the expenses eligible for reimbursement in any other calendar year, and the reimbursement of any eligible expense shall be made pursuant to Hawkins' normal policies and procedures for expense reimbursement, which shall be in any event no later than the last day of the calendar year following the calendar year in which the expense was incurred.

6.10 Unfunded Plan. The Plan shall not be funded, and no Covered Executive shall have any right to, or interest in, any assets of Hawkins or its affiliates or subsidiaries.

6.11 Severability. If any provision of this Plan is held unenforceable, the remainder of the Plan shall continue in full force and effect without regard to such unenforceable provision and shall be applied as though the unenforceable provision were not contained in the Plan.

6.12 Governing Law. This Plan shall be construed in accordance with and governed by the laws of the State of Minnesota, without reference to the principles of conflict of laws and to the extent not superseded by the laws of the United States.

6.13 Jurisdiction and Venue. Any action involving claims of a breach of this Plan must be brought exclusively in the courts of the State of Minnesota and/or the United States District Court, District of Minnesota.

6.14 Headings. Headings are inserted in this Plan for convenience of reference only and are to be ignored in the construction of the provisions of the Plan.

6.15 Notice. Any notice or filing required or permitted to be given to Hawkins under this Plan shall be sufficient if in writing and hand delivered, or sent by registered or certified mail, to the Human Resources Department, or to such other entity as Hawkins may designate from time to time. Such notice shall be deemed given as to the date of delivery, or, if delivery is made by mail, as of the date shown on the postmark on the receipt for registration or certification.

6.16 Successors. This Plan shall be binding upon Hawkins and its successors and assigns. Hawkins shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to assume and agree to perform all of Hawkins’ obligations hereunder in the same manner and to the same extent that Hawkins would have been required to perform if no succession had taken place.

Appendix A

Tier	Salary Continuation Period	
	Termination Without Cause (Not a Termination Due to Change In Control)	Termination Due to Change In Control
Tier 1	18 months	24 months
Tier 2	18 months	24 months
Tier 3	12 months	18 months
Tier 4	12 months	18 months

EXHIBIT 31.1

CERTIFICATION PURSUANT TO
SECTION 302 OF
THE SARBANES-OXLEY ACT OF 2002

CERTIFICATIONS

I, Patrick H. Hawkins, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Hawkins, 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 Rules 13a-15(f) and 15d-15(f)) for the registrant and we 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 the 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.

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.

Date: August 4, 2011

/s/ Patrick H. Hawkins
Patrick H. Hawkins
Chief Executive Officer and President

EXHIBIT 31.2

**CERTIFICATION PURSUANT TO
SECTION 302 OF
THE SARBANES-OXLEY ACT OF 2002**

CERTIFICATIONS

I, Kathleen P. Pepski, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Hawkins, 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 Rules 13a-15(f) and 15d-15(f)) for the registrant and we 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 the 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.

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.

Date: August 4, 2011

/s/ Kathleen P. Pepski
Kathleen P. Pepski
Vice President, Chief Financial Officer, and
Treasurer

EXHIBIT 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Hawkins, Inc. (the Company) on Form 10-Q for the period ended July 3, 2011, as filed with the Securities and Exchange Commission on the date hereof (the Report), I, Patrick H. Hawkins, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Patrick H. Hawkins

Patrick H. Hawkins
Chief Executive Officer and President
August 4, 2011

EXHIBIT 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Hawkins, Inc. (the Company) on Form 10-Q for the period ended July 3, 2011 as filed with the Securities and Exchange Commission on the date hereof (the Report), I, Kathleen P. Pepski, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Kathleen P. Pepski

Kathleen P. Pepski
Vice President, Chief Financial Officer, and Treasurer
August 4, 2011