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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 17, 2026

The Boston Beer Company, Inc.

(Exact name of Registrant as Specified in Its Charter)

Massachusetts	**001-14092**	**04-3284048**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

One Design Center Place **Suite 850** **Boston, Massachusetts**	**02210**
(Address of Principal Executive Offices)	**(Zip Code)**

Registrant's Telephone Number, Including Area Code: (617) 368-5000

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Class A Common Stock. $0.01 par value	SAM	The New York Stock Exchange

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

Emerging growth company ☐

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

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

On August 17, 2026, Diego Reynoso informed the Company that he was stepping down as the Company's Treasurer and Chief Financial Officer. His departure from the Company is not related to any disagreement with the Company on any matter relating to its operations, policies, or practices. To support an orderly transition, Mr. Reynoso will remain at the Company through September 30, 2026. The Company's Board of Directors has launched a formal search process to identify Mr. Reynoso's permanent replacement.

On August 20, 2026, the Company's Board of Directors approved the appointment of Matthew D. Murphy, age 57, to serve as interim Treasurer and Chief Financial Officer, effective September 15, 2026, and until such time as the Company appoints Mr. Reynoso's permanent successor. Mr. Murphy is currently the Chief Accounting Officer and Vice President of Finance of the Company. He has held the titles of Chief Accounting Officer since 2015 and Vice President of Finance since 2023. He also previously held the position of Interim Treasurer and Chief Financial Officer from March 2023 to September 2023. Prior to his current role, he was the Company's Corporate Controller from September 2006 to August 2015.

On August 20, 2026, Mr. Murphy and the Company entered into an Offer Letter outlining the details of Mr. Murphy's compensation in his new role of Chief Accounting Officer, Interim Chief Financial Officer & Interim Treasurer. A copy of the Offer Letter is attached hereto as Exhibit 10.1. The terms of the Offer Letter were approved by the Compensation Committee on August 20, 2026.

Mr. Murphy's annual base salary will be $419,359.41, unchanged from his previous base salary. His bonus potential will be determined by the Company's performance against its "Bonus Scale", which is described in the Form 8-K filed by the Company on February 17, 2026. If the Company achieves the 100% payout level on the Scale, Mr. Murphy's bonus will be 50% of his base salary, no change from his prior bonus target.

Mr. Murphy will continue to be eligible to receive equity through the Company's Long-Term Equity program, subject to approval by the Board of Directors. While equity is not guaranteed, the target annual value of Mr. Murphy's equity awards is $250,000, no change from his previous target.

Additionally, the Company agreed to grant Mr. Murphy a cash bonus of up to $700,000, payable in four installments, the first of which will be payable on December 31, 2026, and the fourth on March 1, 2028, with payment of each installment contingent upon continued employment with the Company, except as otherwise provided in the Offer Letter. The full details of the cash bonus are outlined under the heading "Interim CFO Transition Bonus" in the Offer Letter.

There is no arrangement or understanding with any person pursuant to which Mr. Murphy is being elected as Interim Chief Financial Officer & Interim Treasurer. There are no family relationships between Mr. Murphy and any director or executive officer of the Company, and he is not a party to any transaction requiring disclosure under Item 404(a) of Regulation S-K.

Item 9.01 Financial Statements and Exhibits.

The following exhibits are filed as part of this report:

Exhibit No.	**Description**
10.1	Offer Letter to Matthew D. Murphy, Chief Accounting Officer, Interim Chief Financial Officer & Interim Treasurer, dated August 20, 2026
104	Cover Page Interactive Data File (embedded within Inline XBRL document)

SIGNATURES

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

The Boston Beer Company, Inc.

Date: August 20, 2026

By: /s/ C. James Koch
Name: C. James Koch
Title: Chairman, President & CEO

EXHIBIT 10.1

August 20, 2026

Matthew Murphy
Chief Accounting Officer

Dear Matt,

We are pleased to outline the terms of your combined role as Chief Accounting Officer and Interim Chief Financial Officer & Interim Treasurer of The Boston Beer Company, Inc. (the “Company”). The compensation elements described below recognize the additional responsibilities associated with the interim roles and remain subject to approval by the Compensation Committee. Except as noted below, your benefit eligibility will remain unchanged from your current role as Chief Accounting Officer.

Subject to the foregoing, the offer is as follows:

Title: Chief Accounting Officer, Interim Chief Financial Officer & Interim Treasurer, reporting to Phil Hodges, COO.

Duties and Authority: You will continue to perform the duties of Chief Accounting Officer and will also perform the duties customarily associated with the roles of Interim Chief Financial Officer and Interim Treasurer, subject to Company policies, applicable delegations of authority, and direction from the Company’s leadership, Board of Directors, and applicable Board committees.

Anticipated Start Date: September 15, 2026
Your interim appointment does not guarantee appointment to the permanent Chief Financial Officer or Treasurer role.

Transition and Succession Planning: If you are not appointed as the Company’s permanent Chief Financial Officer & Treasurer and you elect to retire or otherwise leave the Company, you agree to support an orderly transition of duties to the new Chief Financial Officer & Treasurer. In addition, before any such retirement or departure, you will have identified and prepared a ready-now successor for the Chief Accounting Officer position, subject to the Company’s review and approval.

Base Salary: US $416,000.00, annually, paid bi-weekly in accordance with the Company’s regular payroll schedule, less all applicable federal, state, and local taxes and other authorized payroll withholdings.

Bonus Potential: You will be eligible for a discretionary cash bonus with a target of 50% of base salary earned during the calendar year, with funding results applied to the Extended Leadership Team bonus scale of 0% to 250%. Actual payout may be higher or lower based on Company and/or individual performance. To be eligible for a bonus payment, you must be employed on the last business day of the bonus year, typically on or about December 31. Bonuses for all executive officers are subject to Compensation Committee approval.

Interim CFO Transition Bonus: In recognition of the significant additional responsibilities associated with serving as Interim Chief Financial Officer & Interim Treasurer, you will be eligible for an Interim CFO Transition Bonus of up to $700,000, in addition to your current base salary, annual incentive opportunity, and other compensation and benefits.

If you continue to serve as Interim Chief Financial Officer & Interim Treasurer through March 1, 2028, the Transition Bonus will be payable in four installments: $117,000 on December 31, 2026; $116,000 on March 1, 2027; $234,000 on September 1, 2027; and $233,000 on March 1, 2028, for a total of $700,000. Except as provided below, you must remain actively employed by the Company through the applicable payment date to earn and receive each installment.

If the Company hires another individual to serve as Chief Financial Officer & Treasurer before March 1, 2028, you will remain eligible to receive the full $700,000 Transition Bonus. Any installments already earned and paid will be retained, and the unpaid balance will be paid in a lump sum on the new Chief Financial Officer's start date. For example, if a new Chief Financial Officer is hired on or before March 1, 2027, you will receive $117,000 on December 31, 2026 and the remaining $583,000 upon such hire; if hired after March 1, 2027 but before September 1, 2027, you will receive $117,000 on December 31, 2026, $116,000 on March 1, 2027, and the remaining $467,000 upon such hire; and if hired after September 1, 2027 but before March 1, 2028, you will receive the first three installments and the remaining $233,000 upon such hire.

If you are appointed as the Company's permanent Chief Financial Officer & Treasurer before March 1, 2028, the Interim CFO Transition Bonus arrangement will terminate as of your appointment date. You will retain any installments earned and paid before that date, but no additional amounts will be payable under this program. Accordingly, if you are appointed on or before March 1, 2027, you will receive a total of $117,000; if appointed after March 1, 2027 but before September 1, 2027, you will receive a total of $233,000; and if appointed after September 1, 2027 but before March 1, 2028, you will receive a total of $467,000.

The Company acknowledges that appointment to the permanent Chief Financial Officer & Treasurer role would constitute a promotion, with compensation to be addressed separately by the Compensation Committee and Board of Directors at the time of appointment.

Taxes and Withholding: All compensation, bonuses, transition bonus payments, equity awards, and benefits described in this letter are subject to applicable federal, state, and local taxes, withholdings, and other required or authorized deductions.

Long-Term Equity Program: In this position you will be eligible to receive annual equity awards through the Boston Beer Company's Long-Team Equity (LTE) program. While equity is not guaranteed, the target annual value of your award is $250,000. The value of any annual equity award may be higher or lower based on Company and/or individual performance and remains subject to Compensation Committee approval. All equity awards are governed by the Company's EEIP.

Equity Award Terms: Any equity awards remain subject to approval by the Compensation Committee and will be governed by the Company's EEIP, the applicable award agreement, and related plan documents, which will control in the event of any conflict with this letter.

Benefits and Other Allowances: You will continue to receive the same benefits as available in your current role.

Entire Agreement and Controlling Documents: This letter summarizes the terms of your interim appointment and related compensation arrangements. To the extent applicable, Company plans, policies, award agreements, and governing plan documents will control the administration, interpretation, payment, vesting, and forfeiture of any compensation or benefits described in this letter.

At Will Employment: Your employment is, and will remain, at will, meaning that you or the Company may terminate your employment at any time, with or without cause, for any reason or no reason. By accepting this offer, you confirm that you understand your at-will status.

Please indicate your acceptance by e-signing this offer via DocuSign.

Cheers!

/s/ Phil Hodges

Phil Hodges

/s/ Matthew Murphy	August 20, 2026
Matthew Murphy	Date