

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

FORM 8-K

CURRENT REPORT

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

Date of report (Date of earliest event reported): April 13, 2020 (April 10, 2020)

**RED ROBIN GOURMET BURGERS, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-34851**  
(Commission  
File Number)

**84-1573084**  
(IRS Employer  
Identification Number)

**6312 S. Fiddler's Green Circle, Suite 200N**  
**Greenwood Village, Colorado 80111**  
(Address of principal executive offices) (zip code)

**(303) 846-6000**  
(Registrant's telephone number, including area code)

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:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.001 par value	RRGB	NASDAQ (Global Select Market)

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 1.01. Entry into a Material Definitive Agreement**

On April 10, 2020, Red Robin Gourmet Burgers, Inc. (the “Company”) entered into Amendment No. 1 (the “Amendment”) to the Rights Agreement (the “Rights Agreement”), dated as of June 4, 2019, by and between the Company and American Stock Transfer & Trust Company, LLC, as rights agent. Capitalized terms used herein but not otherwise defined shall be ascribed the meanings given to such terms in the Rights Agreement.

The Amendment accelerates the expiration of the Rights from close of business on June 2, 2020 to close of business on April 13, 2020, and has the effect of terminating the Rights Agreement on that date. At such time, all of the Rights distributed to the holders of the Company’s common stock pursuant to the Rights Agreement will expire.

The foregoing is a summary of the terms of the Amendment. The summary does not purport to be complete and is qualified in its entirety by reference to the Amendment, a copy of which is attached as Exhibit 4.1 and is incorporated herein by reference.

**Item 1.02. Termination of a Material Definitive Agreement**

The information set forth under Item 1.01 is incorporated herein by reference.

**Item 3.03. Material Modification to Rights of Security Holders**

The information set forth under Item 1.01 is incorporated herein by reference.

**Item 8.01. Other Events**

On April 8, 2020, the Company disclosed in its proxy statement filed on Schedule 14A that as of March 30, 2020, of the 1,290,182 shares authorized under the Company’s current 2017 Performance Incentive Plan, there were approximately 769,155 shares remaining available for issuance.

As of April 13, 2020, as a result of equity grants made pursuant to the Company’s 2017 Performance Incentive Plan, of the 1,290,182 shares authorized under the Plan, there were approximately 273,242 shares remaining available for issuance.

The following provides information regarding our shares remaining available for issuance and shares subject to outstanding awards under all existing equity compensation plans as of April 13, 2020:

Total number of stock options outstanding <sup>1</sup>	487,485
Weighted-average exercise price of stock options outstanding	\$36.26
Weighted-average remaining term of stock options outstanding	7.52 years
Total number of full value awards outstanding <sup>2</sup>	967,549
Shares remaining available for issuance under the 2017 Performance Incentive Plan <sup>3</sup>	273,242

<sup>1</sup> No stock appreciation rights were outstanding as of April 13, 2020.

<sup>2</sup> Includes 645,670 shares underlying outstanding unvested performance share units (PSUs), and 321,879 shares underlying outstanding unvested restricted stock unit awards. The number of outstanding unvested PSUs assumes payout at maximum performance.

<sup>3</sup> Assumes PSU awards are paid at maximum performance and excludes shares available for grant under the Company’s Employee Stock Purchase Plan (ESPP).

**Item 9.01. Financial Statements and Exhibits**

**(d) Exhibits**

<u>Exhibit No.</u>	<u>Description</u>
4.1	<a href="#"><u>Amendment No. 1 to Rights Agreement, dated as of April 10, 2020, by and between Red Robin Gourmet Burgers, Inc. and American Stock Transfer &amp; Trust Company, LLC, as rights agent.</u></a>

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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.

**RED ROBIN GOURMET BURGERS, INC.**

By: /s/ Michael L. Kaplan  
Name: Michael L. Kaplan  
Title: Executive Vice President & Chief Legal Officer

DATE: April 13, 2020

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**AMENDMENT NO. 1 TO  
RIGHTS AGREEMENT**

This AMENDMENT NO. 1 TO RIGHTS AGREEMENT (this “**Amendment**”) is dated as of April 10, 2020 (the “**Effective Date**”) and amends that certain Rights Agreement, dated as of June 4, 2019 (the “**Rights Agreement**”), by and between Red Robin Gourmet Burgers, Inc., a Delaware corporation (the “**Company**”), and American Stock Transfer & Trust Company, LLC, as rights agent (the “**Rights Agent**”). Capitalized terms used in this Amendment and not otherwise defined herein have the meaning(s) given to them in the Rights Agreement.

**RECITALS**

WHEREAS, in accordance with Section 27 of the Rights Agreement, at any time when the Rights are then redeemable, the Company may amend the Rights Agreement in any respect without the approval of any holders of Rights or holders of Preferred Stock; and

WHEREAS, the Rights Agent is hereby directed by the Company to join in this Amendment.

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth herein, the parties hereto hereby agree as follows:

1. *Amendment of the Rights Agreement.* Section 7(a) of the Rights Agreement is hereby deleted and replaced in its entirety with the following:

“Except as otherwise provided herein, the Rights shall become exercisable on the Distribution Date, and thereafter the registered holder of any Right Certificate (other than Right Certificates representing Rights that have become null and void pursuant to Section 11(a)(ii) hereof or that have been exchanged pursuant to Section 24 hereof) may, subject to Section 11(a)(ii) hereof and except as otherwise provided herein, exercise the Rights evidenced thereby in whole or in part upon surrender of the Right Certificate, with the form of election to purchase on the reverse side thereof duly executed, to the Rights Agent at the office or agency of the Rights Agent designated for such purpose, together with payment of the aggregate Purchase Price with respect to the total number of one ten-thousandths of a share of Preferred Stock (or other securities, cash or other assets, as the case may be) as to which the Rights are exercised and an amount equal to any tax or charge required to be paid in cash, or by certified check, cashier’s check or money order payable to the order of the Company, at any time which is both after the Distribution Date and prior to the time (the “Expiration”

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Date”) that is the earliest of (i) the Close of Business on April 13, 2020 (the Final Expiration Date”), (ii) the time at which the Rights are redeemed as provided in Section 23 hereof (the Redemption Date”), (iii) the closing of any merger or other acquisition transaction involving the Company pursuant to an agreement of the type described in Section 1(d)(ii)(A)(z) hereof, at which time the Rights are terminated, or (iv) the time at which such Rights are exchanged as provided in Section 24 hereof. Except for those provisions herein that expressly survive the termination of this Agreement, this Agreement shall terminate at such time as the Rights are no longer exercisable hereunder.”

2. *Amendment of Exhibits.* The exhibits to the Rights Agreement shall be deemed to be amended to reflect this Amendment, including all conforming changes.

3. *Other Amendment; Effect of Amendment.* Except as, and to the extent, expressly modified by this Amendment, the Rights Agreement and the exhibits thereto remain in full force and effect in all respects without any modification. This Amendment will be deemed an amendment to the Rights Agreement and will become effective on the Effective Date. In the event of a conflict or an inconsistency between this Amendment and the Rights Agreement and the exhibits thereto, the provisions of this Amendment will govern.

4. *Counterparts.* This Amendment may be executed in any number of counterparts and each of such counterparts will for all purposes be deemed to be an original, and all such counterparts will together constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. A signature to this Amendment executed and/or transmitted electronically (including by .pdf) will have the same authority, effect and enforceability as an original signature. No party hereto may raise the use of such electronic transmission to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through such electronic transmission, as a defense to the formation of a contract, and each party hereto forever waives any such defense, except to the extent that such defense relates to lack of authenticity.

5. *Severability.* If any term, provision, covenant or restriction of this Amendment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Amendment will remain in full force and effect and will in no way be affected, impaired or invalidated.

6. *Descriptive Headings.* The descriptive headings of the several Sections of this Amendment are inserted for convenience only and will not control or affect the meaning or construction of any of the provisions hereof.

7. *Further Assurances.* Each of the parties to this Amendment will reasonably cooperate and take such action as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Amendment, the Rights Agreement and the transactions contemplated hereunder and thereunder.

8. *Governing Law.* This Amendment shall be deemed to be a contract made under the laws of the State of Delaware and for all purposes shall be governed by and construed in accordance with the laws of such State applicable to contracts made and to be performed entirely within such State.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the Effective Date.

**RED ROBIN GOURMET BURGERS, INC.**

By: /s/ Michael L. Kaplan  
Name: Michael L. Kaplan  
Title: Executive Vice President, Chief Legal Officer and  
Secretary

**AMERICAN STOCK TRANSFER & TRUST COMPANY,  
LLC**

By: /s/ Michael A. Nespoli  
Name: Michael A. Nespoli  
Title: Executive Director

*[Signature Page to Amendment No. 1 to Rights Agreement]*

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