

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 24, 2025

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)

10000 E. Geddes Avenue, Suite 500
Englewood, Colorado
(Address of principal executive offices)

80112
(Zip Code)

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

Not Applicable
(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	Name of each exchange on which registered
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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Executive Transition

On April 24, 2025, Red Robin Gourmet Burgers, Inc. (the "Company") announced the appointment of David A. Pace to the position of President and Chief Executive Officer ("President and CEO") of the Company, effective April 24, 2025 (the "Effective Date"). Mr. Pace replaces G.J. Hart as the Company's President and CEO, who will also depart from the Board of Directors (the "Board") of the Company as of the Effective Date. Following the Effective Date, Mr. Hart will be an employee senior advisor until September 24, 2025.

Mr. Pace has served on the Board since August 2019 and will continue to serve on the Board. He was serving as the Board's Chairman and a member of each of the Compensation Committee and Nominating and Governance Committee, and in connection with his appointment, Mr. Pace has resigned from these roles. Biographical information regarding Mr. Pace appears in the section titled "Proposal 1. Directors" of the Company's preliminary proxy statement for the 2025 Annual Meeting of Stockholders, filed with the Securities and Exchange Commission on March 18, 2025, which section is incorporated herein by reference. Following Mr. Hart's departure, the size of the Board will be reduced from ten to nine directors.

Except as otherwise disclosed in this current report, there are no arrangements or understandings between Mr. Pace, on the one hand, and any other person, on the other hand, pursuant to which Mr. Pace was selected as an officer of the Company. Additionally, there are no family relationships between Mr. Pace, on the one hand, and any director or officer of the Company, on the other hand, or any other related party transaction of the Company involving Mr. Pace that would require disclosure under Item 404(a) of Regulation S-K.

Compensation Arrangements

In connection with his appointment as President and CEO, Mr. Pace has entered into an offer letter (the "CEO Offer Letter") with the Company pursuant to which Mr. Pace will serve as President and CEO from the Effective Date until the third anniversary of the Effective Date, unless terminated earlier in accordance with the terms of the CEO Offer Letter (the "Initial Term"). Mr. Pace and the Company may mutually agree to extend the Initial Term for a successive six month period. The CEO Offer Letter provides that Mr. Pace will (i) receive an annual base salary of \$750,000; (ii) be eligible to receive an annual bonus with a target of 200% of base salary (provided that for fiscal year 2025, he will receive a minimum annual bonus payout of \$850,000 and his target bonus will be \$1,125,000); and (iii) under the Company's long-term incentive plan, receive a grant of (x) an aggregate of 750,000 restricted stock units ("RSUs") comprised of (A) 250,000 RSUs which were granted upon the Effective Date and will vest in full

on the first anniversary of the grant date (the “2025 RSUs”) and (B) 500,000 RSUs to be granted in 2026, which will vest in two equal installments on each anniversary of the grant date and (y) 900,000 performance-based RSUs (“PSUs”), which were granted at the same time as the 2025 RSUs and are subject to the achievement of performance targets based on the Company’s stock price set forth in the applicable award agreement during a three-year performance period following the grant date, in each case, subject to his continued service with the Company and certain termination protections. His outstanding equity awards previously granted in connection with his Board service will continue to vest in accordance with the applicable award agreement. Mr. Pace may also participate in the Company’s standard benefit plans, as may be amended from time to time, in which other senior executives are eligible to participate.

If, following the second anniversary of the Effective Date, Mr. Pace assists the Board in identifying or developing a successor President and Chief Executive Officer and such individual becomes the President and Chief Executive Officer (regardless of whether such individual is an external hire or internal promotion) and his employment is terminated in connection therewith, then he will receive, subject to his execution and non-revocation of a waiver and release of claims: (i) a lump-sum cash payment equal to one times his base salary as in effect immediately prior to the date of termination, payable within thirty days following such termination; and (ii) payment of a pro-rata share of the annual bonus that would otherwise have been earned, based on actual performance, had he continued to be employed by the Company for the fiscal year in which his employment was terminated, payable when annual bonuses are regularly paid to similarly-situated executives (such payments, the “Completion Bonus”). In the event that Mr. Pace becomes entitled to the Completion Bonus he will not be entitled to the Severance Benefits (as defined below).

Upon Mr. Pace’s termination of employment by the Company without cause or due to his resignation for good reason, he will be entitled to receive, subject to his execution and non-revocation of a waiver and release of claims, an amount equal to (i) two times his base salary, payable in installments during the twenty-four month period following the date of his termination; (ii) payment of a pro-rata share of his annual bonus that would otherwise have been earned, based on actual performance, had he continued to be employed by the Company for the fiscal year in which his employment was terminated, payable when annual bonuses are regularly paid to similarly-situated executives; and (iii) subject to his timely election of continued healthcare coverage under the Consolidated Omnibus Budget Reconciliation Act (“COBRA”), a lump sum payment in the amount of the cost of COBRA coverage for Mr. Pace and his eligible dependents for up to eighteen months (the foregoing payments and benefits, the “Severance Benefits”). If Mr. Pace receives severance payments and benefits under the Company’s Executive Severance Plan, he will not be eligible to receive the foregoing severance benefits, and his cash severance multiplier under the Executive Severance Plan will be 2.0, the change in control benefits continuation period under the Executive Severance Plan will be twenty-four months, and the definitions of cause and good reason (and the applicable release of claims) will be replaced by the definitions and release of claims referred to in the CEO Offer Letter. Upon termination of employment, all of Mr. Pace’s unvested equity awards will be treated in accordance with the terms of the applicable award agreements.

Mr. Pace will be subject to customary restrictive covenants in the CEO Offer Letter, including during employment and for the twenty-four months following termination of employment, non-competition and non-solicitation of employees, suppliers, and business relations of the Company.

The foregoing summary does not purport to be a complete description and is qualified in its entirety by the CEO Offer Letter, a copy of which is filed as an exhibit hereto and incorporated herein by reference.

In connection with Mr. Hart’s departure, the Company entered into a separation and transition agreement (the “Separation and Transition Agreement”) with Mr. Hart on April 24, 2025. During the period Mr. Hart is a senior advisor, he will receive a monthly salary of \$110,000 and will not receive any additional long-term incentive awards. At the end of such period, Mr. Hart’s employment will terminate, and he will be eligible to receive the separation benefits set forth in the Separation and Transition Agreement, which supersedes Mr. Hart’s participation in the Company’s Executive Severance Plan and are consistent or less than those provided under his employment agreement, and provides that, in addition to any accrued but unpaid benefits or obligations, Mr. Hart is eligible to receive: (i) an aggregate amount equal to \$1,800,000, which equals eighteen months of Mr. Hart’s annual base salary as in effect immediately prior to the Effective Date, payable in monthly installments for eighteen months following the termination of his employment and (ii) a lump-sum cash payment equal to a pro-rata portion of Mr. Hart’s annual bonus, if any, for the Company’s 2025 fiscal year under the Company’s 2025 annual bonus plan that Mr. Hart would have earned based on actual performance had he remained employed for the entire 2025 fiscal year (the “Pro-Rata Bonus”), payable at such time as bonuses are generally paid by the Company to its executives. Mr. Hart’s unvested RSUs granted in September 2022 will remain outstanding and eligible to vest during the period he is a senior advisor and he will forfeit all other unvested RSUs and PSUs as of the Effective Date. If Mr. Hart does not participate in the Company’s earnings call in May or fails to provide the requested advisory services, then Mr. Hart will forfeit his continued salary payments, the Pro-Rata Bonus and the continued vesting of his RSUs that were granted in 2022. Mr. Hart’s receipt of the severance benefits mentioned in this paragraph is subject to his execution of a waiver and release of claims in favor of the Company and its affiliates. Mr. Hart is also subject to certain restrictive covenants in his employment agreement and the Separation and Transition Agreement, including nondisclosure of confidential information, return of company property, non-disparagement, and, for twenty-four months following the date of separation, non-solicitation and non-hire of certain employees, non-solicitation of suppliers and business relations of the Company and non-competition against the Company. Mr. Hart’s departure does not involve a disagreement on any matter relating to the Company’s operations, policies or practices.

The foregoing description of the terms of the Separation and Transition Agreement is qualified in its entirety by reference to the full terms of the Separation and Transition Agreement, a copy of which is filed as an exhibit hereto and incorporated herein by reference

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Offer Letter by and between Red Robin Gourmet Burgers, Inc. and David A. Pace dated April 24, 2025
10.2	Separation and Transition Agreement by and between Red Robin Gourmet Burgers, Inc. and G.J. Hart dated April 24, 2025
99.1	Red Robin Gourmet Burgers, Inc. Press Release dated April 24, 2025
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

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

Date: April 24, 2025

RED ROBIN GOURMET BURGERS, INC.

By: /s/ Sarah A. Mussetter

Name: Sarah A. Mussetter

Title: Chief Legal Officer

RED ROBIN GOURMET BURGERS, INC.
10000 E. GEDDES AVENUE, SUITE 500
ENGLEWOOD, CO 80112

April 24, 2025
David A. Pace

Re: Offer of Employment

Dear David,

We are pleased to offer you employment with Red Robin Gourmet Burgers, Inc. (the “**Company**”), through its wholly-owned subsidiary, Red Robin International, Inc. (“**RRI**”). The terms of your employment will be governed by the terms and conditions described herein.

The following is a summary of your position, compensation, and benefits to be associated with your employment with the Company.

Start Date: April 24, 2025

Position: President and Chief Executive Officer.

Reporting: You shall report directly to the Board of Directors of the Company (the “**Board**”).

Board Membership: You will remain a member of the Board for your current term. Thereafter, while you remain employed as Chief Executive Officer of the Company, the Board shall nominate you for re-election as a member of the Board at the expiration of your then current term, provided that the foregoing shall not be required to the extent prohibited by legal or regulatory requirements, or the provisions of Section 6E of the Company’s Certificate of Incorporation. For the avoidance of doubt, following the Start Date you shall no longer receive any compensation relating to your Board service; provided, however, that any outstanding equity-based awards granted to you, prior to the Start Date, in connection with your Board service shall remain outstanding and continue to vest in accordance with the applicable award agreement.

Term You will serve as the President and Chief Executive Officer from the Start Date until the third anniversary of the Start Date, unless terminated earlier in accordance with the terms set forth herein (the “**Initial Term**”). You and the Company may mutually agree to extend the Initial Term for a successive six (6) month period. For the avoidance of doubt, in the event you or the Board appoint someone as President of the Company, you and the Company agree that any such appointment alone, with no other changes to the terms of your employment, will not constitute an early termination of the Initial Term so long as you remain the Chief Executive Officer of the Company who still reports directly to the Board. Further, such appointment alone shall in no way modify any terms or agreements regarding your Completion Bonus or Severance Benefits.

Work Location: You are authorized to work remotely from your principal place of residence in Dallas, Texas, which will also be your principal place of Employment. From time to time, you may be expected to commute to the Company’s headquarters in Englewood, Colorado, and may reasonably be required to travel to other locations for Company business purposes. Such commute or travel will not change your principal place of Employment.

Base Salary The annual base salary payable to you will be \$750,000 (“**Base Salary**”), payable in substantially equal installments on a regular basis in accordance with the Company’s standard payroll procedures. The Base Salary may be increased but not decreased, as determined by the Board and approved by the Compensation Committee of the Board (the “**Compensation Committee**”).

Annual Incentive: You will be eligible to receive an annual cash bonus each fiscal year of employment as determined in accordance with the Company’s annual incentive plan as in effect from time to time and as approved by the Compensation Committee (the “**Annual Bonus**”), with a target Annual Bonus (the “**Target Bonus**”) of two hundred percent (200%) of your Base Salary; provided, that for fiscal year 2025, you shall receive a minimum Annual Bonus payout of \$850,000 and have a Target Bonus of \$1,125,000 (and, for the avoidance of doubt, such minimum Annual Bonus and Target Bonus shall not be calculated on a pro-rated basis for fiscal year 2025). The actual amount of any Annual Bonus (excluding the minimum Annual Bonus payout of \$850,000 for fiscal year 2025) shall depend on the level of achievement of the applicable performance criteria established with respect to the Annual Bonus by the Board and the Compensation Committee in their sole discretion and may be higher than the Target Bonus if the applicable performance targets are exceeded. The Annual Bonus for each fiscal year shall be payable in accordance with the then-current annual incentive plan (but no later than March 15 of the following year).

Long-Term Incentive: In connection with your appointment as President and Chief Executive Officer, you will receive the following pursuant to the Company’s long-term incentive plan (“**LTIP**”): (i) an aggregate grant of 750,000 restricted stock units (“**RSUs**”), comprised of (x) 250,000 RSUs granted in 2025 (the “**2025 RSUs**”), which shall vest in full on the first anniversary of the grant date, and (y) 500,000 RSUs granted in 2026 (the “**2026 RSUs**”), which shall vest in two (2) equal installments on each anniversary of the grant date, in each case, subject to your continued employment through the applicable vesting date and the terms and conditions of the award agreement and (ii) a grant of 900,000 performance-based RSUs (“**PSUs**”), which shall be granted on the same date as the 2025 RSUs and shall be subject to the terms set forth in the PSU award agreement attached hereto as Annex A. If (x) a Change in Control (as defined under the LTIP) occurs and (y) your employment with the Company is terminated without Cause or you resign for Good Reason following such Change in Control, in each case, prior to the grant date of the 2026 RSUs, then in lieu of granting you the 2026 RSUs, the Company shall be required to provide you with a cash payment equal to the value of such 2026 RSUs (with the value determined as of the date of such termination of employment).

Except as expressly provided herein, each such equity award shall be made in accordance with the Company’s Equity Granting Policy¹. As an executive officer of the Company, you are subject to the Company’s Executive Stock Ownership Guidelines as in effect from time to time, within the time period specified therein, which currently include a requirement for the Chief Executive Officer to own shares of common stock of the Company with a value equal to at least five (5) times your Base Salary. In the event you are unable to meet the ownership requirements within the defined time period, you will retain all net after-tax (i.e., after all applicable withholding taxes) profit shares of Company common stock following exercise or vesting or settlement of your equity awards, until such requirements have been satisfied.

- 1 Pursuant to the Company's Executive Granting Policy, the value of the shares underlying the initial grant of RSUs and PSUs for FY25 will be determined based on the average of the closing price of the Company's common stock over the 30-calendar-day period prior to and including the date of grant (which will be the seventh calendar day following the Start Date (or, if not a business day, the following business day).

Completion Bonus

If, (x) during the period beginning on the second anniversary of the Start Date and ending on the last day of the Initial Term, or (y) during the six (6) month period following the Initial Term, you assist the Board in identifying or developing a successor President and Chief Executive Officer and such individual becomes the President and Chief Executive Officer (for the avoidance of doubt, regardless of whether such individual is an external hire or internal promotion) and your employment hereunder is terminated, then you will receive the following: (i) a lump-sum cash payment equal to one (1) times your Base Salary as in effect immediately prior to the date of termination, payable within thirty (30) days following such termination and (ii) payment of a pro-rata share (determined on the basis of the number of days on which you were employed by the Company during the fiscal year in which the date of termination occurred) of the Annual Bonus that would otherwise have been earned based on actual performance had you continued to be employed by the Company for the entirety of the fiscal year in which the date of termination occurred, payable in a lump sum when such Annual Bonus payment is regularly paid to similarly situated executives (the foregoing payments, the "**Completion Bonus**"), subject to your execution and nonrevocation of a general release and waiver of all claims in the Company's customary form. In the event that you become entitled to the Completion Bonus you shall not be entitled to the Severance Benefits (as defined below). For the avoidance of doubt, if a successor President and Chief Executive Officer is appointed prior to the second anniversary of the Start Date and your employment hereunder is terminated (other than for Cause) you shall be entitled to the Severance Benefits (and shall not be entitled to the Completion Bonus).

Paid Time Off (PTO):

You will be eligible for paid time off ("**PTO**") of four (4) weeks and eight (8) paid holidays, in each case, per calendar year in accordance with the Company's holiday and paid time off policies applicable to executive officers as in effect from time to time.

Benefit Plans:

You will be entitled to participate in all senior executive-level benefit plans and programs including, standard indemnification program and Directors & Officers insurance, incentive, savings and retirement plans, practices, policies and programs of the Company and RRI (including the Company's Safe Harbor 401(k) Plan) as in effect from time to time to the same extent as other senior executive employees. You and/or your family, as the case may be, will be eligible to participate in, and receive all benefits under, all welfare benefit plans, practices, policies and programs provided by the Company and RRI (including, to the extent provided, without limitation, medical, dental, vision, life insurance, AD&D and travel accident insurance) governed by the applicable terms and conditions of each plan and program and as in effect from time to time to the same extent as other senior executive employees. Additional benefits to be provided to you, if not already included in the Company's executive level benefit plans and programs, include an annual executive physical with the medical provider of your choice to be paid by the Company; provided, that such annual executive physical shall not exceed \$10,000 in the aggregate.

Dining Privileges:

You shall be entitled to the same dining privileges at Company-owned restaurants as in effect from time to time to the same extent as other senior executive employees.

Legal Fees Reimbursement:

The Company will reimburse you for reasonable, documented legal fees incurred by you in connection with the review, negotiation, and execution of this offer letter, which reimbursement shall not exceed \$10,000.

Severance Benefits

Upon termination of your employment, you will receive any accrued obligations owed by the Company to you (i.e., accrued and unpaid Base Salary and reimbursement for any unreimbursed business expenses, in each cash through the date of termination of employment, plus any benefits to which you are entitled under the terms of any Company benefit plan or arrangement).

In addition, except as set forth herein, if the Company terminates your employment without Cause or you terminate your employment for Good Reason, then except as provided below, you shall receive the following severance payments and benefits: (i) payment of two (2) times your Base Salary as in effect immediately prior to the date of termination, which shall be paid in substantially equal installments for the twenty-four (24) month period following the date of termination, subject to standard withholdings and other authorized deductions; (ii) payment of a pro-rata share (determined on the basis of the number of days on which you were employed by the Company during the fiscal year in which the date of termination occurred) of the Annual Bonus that would otherwise have been earned based on actual performance had you continued to be employed by the Company for the entirety of the fiscal year in which the date of termination occurred, payable in a lump sum when such Annual Bonus payment is regularly paid to similarly situated executives; and (iii) upon your timely election of continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”), as amended, the Company shall pay you in a lump sum within thirty (30) days after such election an amount equal to the product of (x) the portion of premiums of your group health insurance, including coverage for your eligible dependents, that the Company paid immediately prior to his date of termination and (y) eighteen (18) (the foregoing payments and benefits, the “Severance Benefits”). Upon termination of your employment, your unvested LTIP awards shall be treated in accordance with the terms of the applicable award agreements.

If you become entitled to receive severance payments and benefits under the Company’s Executive Severance Plan (as such plan may be modified, amended, and/or restated from time to time) (the “Executive CIC Severance Plan”), then you shall not be eligible to receive the severance payments and benefits described in the preceding paragraph. For purposes of the Executive CIC Severance Plan as it applies to you: (w) the Release Agreement (as defined in the Executive CIC Severance Plan) will be replaced with (and all references in the Executive CIC Severance Plan will be deemed to refer to) the release of claims described in the immediately succeeding paragraph; (x) the Cash Severance Multiplier (as defined in the Executive CIC Severance Plan) will be 2.0 (not 3.0); (y) the Change in Control Benefits Continuation Period (as defined in the Executive CIC Severance Plan) will be twenty-four (24) months; and (z) the definitions of Cause and Good Reason (each as defined in the Executive CIC Severance Plan) will be replaced by the definition of Cause and Good Reason set forth in Annex D to this offer letter.

The foregoing severance benefits are subject to your execution and delivery (and non-revocation) of a general release and waiver of all claims, in the Company’s customary form not later than 60 days following the termination of your employment.

Upon termination of your employment with the Company for any reason whatsoever, you will be deemed to have immediately resigned from any positions with the Company and all of its subsidiaries and affiliates, whether as an officer, director, employee, fiduciary or otherwise. In such event, you will, at the request of the Company, execute any documents reasonably required to evidence such resignations.

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280G – Best Net Provision:

In the event that any payment or benefit to you is subject to the excise tax imposed by Section 4999 of the Internal Revenue Code, the best-net-after-tax provision of Section 3.5 of the Company’s Executive CIC Severance Plan shall apply.

Withholding Taxes:

The Company will be entitled to deduct and withhold from any amounts payable under this letter such federal, state, local, non-U.S. or other taxes as are required to be withheld pursuant to any applicable law or regulation.

Restrictive Covenants:

See Annex B.

Section 409A:

See Annex C.

Certain Definitions:

See Annex D.

This offer letter and your employment with the Company are subject to your agreeing to the following terms and conditions:

1. Company Policies, Guidelines, and Training. The Company maintains policies and guidelines, and provides training, that establish certain expectations and rules concerning your conduct and performance. These policies and guidelines may affect your ability to participate in certain benefits and programs and may contain additional terms and conditions with respect to your employment. By accepting this offer, you agree to adhere to such policies and guidelines and participate in all required training sessions. All Company policies and guidelines are subject to change and your employment with the Company is your acceptance and agreement to abide by such changes. This offer and your employment with the Company is contingent upon your signing and understanding of the Company’s Insider Trading Policy, Code of Ethics and the PCI Data Security Standard.
2. References and Background Checks. This offer and your employment with the Company is also contingent upon the successful completion of mandatory pre-employment background checks and proof of eligibility to work in the United States, even if you commence employment with the Company prior to the completion of the Company’s reference and background checks. You agree that the Company may check your references and background information at any time during your employment and you authorize the Company to do so. In accepting this offer, you agree to cooperate with the Company and seek the cooperation of others in completing the references and background check processes in an expeditious manner.
3. Employment Must Not Infringe Upon the Rights of Others. In accepting this offer, you warrant as follows: (a) you have disclosed and provided to the Company any and all restrictive covenant obligations or agreements in which you are subject to and affirm your continued compliance with such obligations and agreements, (b) you will not disclose to the Company any trade secrets or proprietary information from your prior employers and (c) you will not refer to or otherwise solicit for employment at the Company any former co-workers or others in contravention of any still-in-effect non-solicitation obligations.
4. Best Efforts. In accepting this offer, you agree to devote all of your business time, attention, skills, and best efforts to your position on a full-time basis.
5. Employment At-Will. In accepting this offer, you agree that your employment with the Company is “at will” meaning that the statements made in this offer letter are not intended to create a contract, the Company may modify any benefit plan, your compensation package or your job responsibilities, and either you or the Company may terminate the employment relationship at any time with or without cause or advance notice, in all cases subject to the above Severance Benefits terms. Any offers or expectations of additional compensatory items are not valid unless contained in this offer letter.

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6. Governing Law. This offer letter is governed by and construed under and in accordance with the internal laws of the State of Colorado, without regard to conflicts of laws principles thereof. You agree to submit to the venue and personal jurisdiction of the Colorado state and federal courts concerning any dispute for which judicial redress is permitted pursuant to this offer letter; however the Company is not limited in seeking relief in those courts.
7. Arbitration. Except as otherwise provided above, any controversy arising out of or relating to this offer letter, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, or any other controversy arising out of your employment, including, but not limited to, any state or federal statutory or common law claims, will be submitted to arbitration in Denver, Colorado, before a sole arbitrator (the "**Arbitrator**") selected from Judicial Arbitrator Group, Inc., Denver, Colorado, or its successor ("**JAG**"), or if JAG is no longer able to supply the arbitrator, such arbitrator shall be selected from the Judicial Arbitration and Mediation Services, Inc. ("**JAMS**"), or other mutually agreed upon arbitration provider, as the exclusive forum for the resolution of such dispute. Provisional injunctive relief may, but need not, be sought by either party to this offer letter in a court of law while arbitration proceedings are pending, and any provisional injunctive relief granted by such court shall remain effective until the matter is finally determined by the Arbitrator. Final resolution of any dispute through arbitration may include any remedy or relief which the Arbitrator deems just and equitable, including any and all remedies provided by applicable state or federal statutes. At the conclusion of the arbitration, the Arbitrator shall issue a written decision that sets forth the essential findings and conclusions upon which the Arbitrator's award or decision is based. Any award or relief granted by the Arbitrator hereunder shall be final and binding on the parties hereto and may be enforced by any court of competent jurisdiction. The parties acknowledge and agree that they are hereby waiving any rights to trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other in connection with any matter whatsoever arising out of or in any way connected with this offer letter or your employment, and under no circumstances shall class claims be processed or participated in by you. The Company shall be responsible for payment of the forum costs of any arbitration hereunder, including the Arbitrator's fee. In any proceeding to enforce the terms of this offer letter, the prevailing party will be entitled to its or his reasonable attorneys' fees and costs incurred by it or him in connection with resolution of the dispute in addition to any other relief granted.

This offer letter constitutes the entire agreement between you and the Company regarding the terms and conditions of your employment with the Company and supersedes and cancels any prior offer letters, agreements, promises, representations, or statements that have been made between you and the Company regarding your employment. This offer letter may only be amended or modified through a written agreement signed by you and any authorized member of the Board.

Please carefully review these terms and conditions to make sure they are consistent with your understanding. If so, please sign this offer letter to confirm your acceptance and send a signed copy to Sarah Mussetter, Chief Legal Officer of the Company.

We are confident you will find your employment with the Company a challenging and rewarding endeavor. We look forward to working with you!

Sincerely

RED ROBIN GOURMET BURGERS, INC.

By: /s/ Sarah A. Mussetter
Sarah A. Mussetter
Chief Legal Officer

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Agreed and Accepted:

/s/ David A. Pace
David A. Pace

Date: April 24, 2024

7

Annex A
Performance Stock Unit Award Agreement
[Attached]

A-1

RED ROBIN GOURMET BURGERS, INC.
2024 PERFORMANCE INCENTIVE PLAN
PERFORMANCE STOCK UNIT AWARD AGREEMENT

THIS PERFORMANCE STOCK UNIT AWARD AGREEMENT (this "Award Agreement") between **Red Robin Gourmet Burgers, Inc.** (the "Company"), and David Pace (the "Grantee") is dated effective April 24, 2025 (the "Date of Grant").

Grantee has been granted target performance stock units as follows:

Grantee: David Pace
Date of Grant: April 24, 2025
Target Performance Stock Units (the "Target PSUs"): 900,000

WHEREAS, the Board of Directors of the Company (the "Board of Directors") has adopted the Company's 2024 Performance Incentive Plan, as may be amended from time to time (the "Plan");

WHEREAS, the Plan provides for the granting of Other Stock-Based Awards, including performance stock units, to eligible participants as determined by the Committee; and

WHEREAS, the Committee has determined that Grantee is eligible to receive a performance stock unit (“**PSU**”) award under the Plan and has determined that it would be in the best interest of the Company to grant to Grantee the PSU award provided for herein.

NOW, THEREFORE, the Company and Grantee agree as follows:

1. Grant of Award. The Company hereby grants to Grantee the Target PSUs specified above as described in this Award Agreement (the “**Performance Stock Unit Award**”). As more fully described in Section 4, each PSU represents the right to receive one share of Stock on the Payment Date (defined below), subject to the achievement of the applicable performance goal described in Section 4 (the “**Performance Goal**”) at target and satisfaction of applicable vesting conditions, and Grantee’s continued employment or service with the Company as set forth in Section 4.

2. Award Subject to Plan. This Performance Stock Unit Award is granted pursuant to and is expressly subject to the terms and conditions of the Plan, which terms are incorporated herein by reference.

3. Performance Period. The performance period of the Performance Stock Unit Award is the period commencing on March 24, 2025 and ending on December 26, 2027 (the “**Performance Period**”).

4. Calculation of Amount Earned. The amount of Grantee’s Performance Stock Unit Award shall be determined based on the degree to which the specified Share Price Hurdles (set forth below) are satisfied during the Performance Period. The total number of PSUs earned, if any, shall be the amounts earned in respect of the performance metric as set forth below.

Share Price Hurdle*	Earned Number of PSUs**
\$10	350,000
\$12.50	300,000
\$15	250,000

*An applicable Share Price Hurdle will be considered to be attained and the applicable number of PSUs will be deemed to be earned PSUs if the average closing price per share of the Company’s common stock over any thirty (30) consecutive trading days during the Performance Period equals or exceeds the applicable Share Price Hurdle. If a Share Price Hurdle is achieved, such applicable number of PSUs shall be earned PSUs, despite any future changes in

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share price. There shall be no interpolation for performance between the Share Price Hurdles. For the avoidance of doubt, if an applicable Share Price Hurdle is achieved prior to the end of the Performance Period, then the Grantee must continue to remain employed through the dates set forth in the following table in order for such PSUs to vest:

Period During Which the Share Price Hurdle is Achieved	Treatment of PSUs Following Such Performance Achievement	Treatment Upon a Termination without Cause Following Such Performance Achievement
If the Share Price Hurdle is achieved between the Grant Date and first anniversary of the Grant Date	If the Grantee remains employed with the Company through the second anniversary of his Start Date (as defined in his offer letter, dated as of April 24, 2025 (the “ Offer Letter ”), then the applicable PSUs will vest and be settled within 30 days following the second anniversary of his Start Date	If the Company terminates the Grantee’s employment without Cause (as defined in the Offer Letter) at any time after the date of the achievement of the Share Price Hurdle, then the applicable PSUs will vest and be settled within 30 days following such vesting date
If the Share Price Hurdle is achieved between the first anniversary of the Grant Date and second anniversary of the Grant Date	If the Grantee remains employed with the Company through the second anniversary of his Start Date (as defined in the Offer Letter), then the applicable PSUs will vest and be settled within 30 days following the second anniversary of his Start Date	If the Company terminates the Grantee’s employment without Cause at any time after the date of the achievement of the Share Price Hurdle, then the applicable PSUs will vest and be settled within 30 days following such vesting date
If the Share Price Hurdle is achieved between the second anniversary of the Grant Date and the end of the Performance Period	The applicable PSUs will vest on the date of the achievement of the Share Price Hurdle and be settled within 30 days following such vesting date (i.e., Grantee is not subject to continued employment after the Share Price Hurdle is achieved)	Not applicable

**In the event that none of the Share Price Hurdles are met as of the end of the Performance Period, then the Grantee’s Performance Stock Unit Award will be measured by Relative TSR. In such case, provided that the Company’s Relative TSR during the Performance Period falls between the percentile rankings between 25th percentile and 75th percentile among the Peer Group, 350,000 of the Target PSUs shall be deemed to be earned.

For purposes of this Award Agreement:

(1) “**Peer Group**” includes the following companies: BJ’s Restaurants, Inc.; Bloomin’ Brands, Inc.; Brinker International, Inc.; Cracker Barrel Old Country Store, Inc.; Dave & Buster’s Entertainment, Inc.; Denny’s Corporation; Dine Brands Global, Inc.; First Watch Restaurant Group, Inc.; Jack in the Box Inc.; Portillo’s Inc.; Shake Shack Inc.; Texas Roadhouse, Inc.; The Cheesecake Factory Incorporated; and The One Group Hospitality, Inc. If any of the foregoing companies is acquired and ceases to be publicly traded during the Performance Period, any such company shall be removed from the Peer Group (and treated as if it was never in the Peer Group). If any of the foregoing companies files for (or is otherwise placed into) bankruptcy during the Performance Period, any such company’s TSR shall be treated as having (or being tied for having) the lowest TSR in the Peer Group for the Performance Period.

(2) “**Relative TSR**” means the relative total shareholder return percentile ranking of the Company as compared to the companies in the Peer Group, ranked by TSR over the Performance Period.

(3) “**TSR**” for any company is determined as the Ending Share Price minus the Starting Share Price plus Dividends, where:

- “**Ending Share Price**” is the average closing price of a share of such company’s common stock on each trading day during the 30-consecutive-day period ending on the last day of the Performance Period.

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- “**Starting Share Price**” is the average closing price of a share of such company’s common stock on each trading day during the 30-consecutive-day period ending on the first day of the Performance Period.

“Dividends” are the dividends actually paid (as of the payment date) by such company during the Performance Period.

Pursuant to its authority under the Plan, the Committee may make appropriate adjustments to reflect any changes in capitalization of the Company or any company in the Peer Group (e.g., spin-offs) in determining the TSR, and otherwise shall make all determinations required under this Award Agreement.

5. Payment of Performance Stock Unit Award. Subject to early termination of this Award Agreement pursuant to Section 6 or Section 7, the Company will issue to Grantee shares of Stock representing the aggregate earned PSUs, if any, based upon the extent of achievement of the Performance Goal established by the Committee in accordance with Section 4, and subject to Grantee’s continued employment or service with the Company through the applicable vesting date as set forth in Section 4. The issuance of shares in settlement of the PSUs, if any, will be made by the Company within 30 days of the applicable vesting date as set forth in Section 4 but by no later than March 15 of the year after the year in which the vesting date occurs (the “Payment Date”). Neither dividends nor dividend equivalents will accrue or be paid on Grantee’s PSUs. The issuance of shares in settlement of the PSUs, if any, will be made by the Company entering the Grantee on its books and records as the owner of such number of shares, subject to the Company’s collection of applicable withholding taxes in accordance with Section 8 below. Notwithstanding any other provisions of this Award Agreement, the issuance or delivery of any shares of Stock may be postponed for such period as may be required to comply with any requirements under any law or regulation applicable to the issuance or delivery of such shares. The Company shall not be obligated to issue or deliver any shares of Stock if the issuance or delivery thereof shall constitute a violation of any provision of any law or of any regulation of any governmental authority.

6. Vesting; Termination of Employment. Except as set forth in this Section 6 and in Section 7, or as otherwise set forth in Section 4, Grantee’s Performance Stock Unit Award will remain unvested until the applicable vesting date as set forth in Section 4 and, in the event that Grantee experiences a Termination of Employment prior to the end of the Performance Period, this Award Agreement will terminate and be of no further force or effect as of the date of any such Termination of Employment, except to the extent otherwise provided by the Committee in accordance with the Plan. Notwithstanding the foregoing, in the event of Grantee’s death, Disability or Retirement (each, a “Vesting Event”) prior to the end of the Performance Period, each Performance Stock Unit Award will be payable at the time set forth in Section 5 as follows:

- a. If the Vesting Event occurs after the completion of the Performance Period, the number of shares of Stock earned will be based on the extent to which the Performance Goals established under Section 4 has been achieved; and
- b. If the Vesting Event occurs before completion of the Performance Period, the number of shares of Stock earned will be based on the extent to which the Performance Goals established under Section 4 has been achieved as of the last day of such Performance Period, except that the number of shares of Stock earned will be pro-rated based on (i) the number of days which have elapsed during such Performance Period up to and including the day such Vesting Event occurs, divided by (ii) the number of days in the Performance Period.

For purposes of this Section 6, the term “Retirement” means the voluntary termination of employment by Grantee from the Company when Grantee’s age plus years of service with the Company (in each case measured in complete, whole years, but excluding, for the avoidance of doubt, any period of service on the Company’s board of directors) equals or exceeds 67, provided that at the date of termination Grantee is at least 58 years of age and has completed at least five (5) years of service with the Company.

For purposes of this Section 6, “Disability” shall mean Grantee’s inability, due to physical or mental incapacity, to perform the essential functions of the Grantee’s job, with or without reasonable accommodation, for one hundred eighty (180) days out of any three hundred sixty-five (365) day period or a condition that entitles the Grantee to receive long-term disability benefits under the Company’s long-term disability plan. Any question as to the existence of the Grantee’s Disability as to which the Grantee and the Company cannot agree shall be determined in writing by a

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qualified independent physician mutually acceptable to the Grantee and the Company. If the Grantee and the Company cannot agree as to a qualified independent physician, each shall appoint such a physician and those two physicians shall select a third who shall make such determination in writing. The determination of Disability made in writing to the Company and the Grantee shall be final and conclusive for all purposes of this Section 6.

7. Change in Control. In the event the Company experiences a Change in Control prior to the end of the Performance Period, then, effective as of the date of such Change in Control, the Performance Stock Unit Award will be deemed to have been earned as follows:

- a. If the Change in Control occurs on or prior to the completion of the Performance Period, the number of shares of Stock earned will equal the number of Target PSUs; and
- b. If the Change in Control occurs after the completion of the Performance Period, the number of shares of Stock earned will be based on the extent to which the Performance Goals established under Section 4 has been achieved.

The value of each earned share as of the Change in Control shall be based on the Company CIC Share Value. Payment shall be made in cash as soon as practicable after the Change in Control, but in any event within five (5) business days following the Change in Control.

8. Tax Withholding. In order to comply with all applicable federal or state income tax laws or regulations, the Company may take such action as it deems appropriate to ensure that all applicable federal or state payroll, withholding, income or other taxes, which are the sole and absolute responsibility of Grantee, are withheld or collected from Grantee. In accordance with the terms of the Plan, and such rules as may be adopted by the Committee under the Plan, to satisfy Grantee’s federal and state tax withholding obligations arising from the vesting and payment of the Performance Stock Unit Award, in the case where shares of Stock are to be delivered to Grantee, the Company shall be permitted in its discretion to withhold shares of Stock otherwise to be delivered to Grantee having a Fair Market Value equal to the amount of such taxes. The Company will not deliver any fractional shares of Stock. Any additional withholding amounts owed by Grantee due to the inability to deliver fractional shares will be deducted from Grantee’s next paycheck.

9. Tax Consideration. The Company has advised Grantee to seek Grantee’s own tax and financial advice with regard to the federal and state tax considerations resulting from Grantee’s receipt of the Performance Stock Unit Award pursuant to this Award Agreement. Grantee understands that the Company will report to appropriate taxing authorities the payment to Grantee of compensation income upon the vesting and payment of the Performance Stock Unit Award. Grantee understands that he or she is solely responsible for the payment of all federal and state taxes resulting from this grant of Performance Stock Unit Award. With respect to tax withholding amounts, the Company has all of the rights specified in Section 8 of this Award Agreement and has no obligations to Grantee except as expressly stated in Section 8 of this Award Agreement.

10. Restrictive Covenants. Grantee will be subject to the restrictive covenants as set forth in the Offer Letter.

11. Injunctive Relief. The parties hereto agree that either party hereto would suffer irreparable harm from a breach by the other party of any of the covenants or agreements contained in Section 10, for which there is no adequate remedy at law. Therefore, in the event of the actual or threatened breach by a party of any of the provisions of this Award Agreement, the other party, and in the case of the Company, its respective successors or assigns, may, in addition and supplementary to other rights and remedies existing in their favor, apply to any court of law or equity of competent jurisdiction for specific performance, injunctive or other relief (without the necessity of posting bond or security) in order to enforce compliance with, or prevent any violation of, the provisions hereof; and that, in the event of such breach or threat thereof by one party, the other party shall be entitled to obtain a temporary restraining order and/or a preliminary injunction restraining the other party from engaging in activities prohibited hereby or such other relief as may be required to specifically enforce any of the covenants contained herein.

12. Notices. Any notice to be given under the terms of this Award Agreement shall be in writing and addressed to the Company at its principal office to the attention of the Secretary, and to Grantee at the address last reflected on the Company’s payroll records (including via e-mail if Grantee is then employed by the Company), or at such other

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address as either party may hereafter designate in writing to the other. Any such notice (if not sent via e-mail) shall be delivered in person or shall be enclosed in a properly sealed envelope addressed as aforesaid, registered or certified, and deposited (postage and registry or certification fee prepaid) in a post office or branch post office regularly maintained by the United States Government. Any such notice shall be given only when received, but if Grantee is no longer employed by the Company or a Subsidiary, shall be deemed to have been duly given five business days after the date mailed in accordance with the foregoing provisions in this Section 12.

13. Conflicts and Interpretation. In the event of a conflict or inconsistency between the terms and conditions of this Award Agreement and of the Plan, the terms and conditions of the Plan shall govern. Grantee agrees to be bound by the terms of the Plan and this Award Agreement. Grantee acknowledges having read and understanding the Plan, the prospectus for the Plan, and this Award Agreement. Unless otherwise expressly provided in other sections of this Award Agreement, provisions of the Plan that confer discretionary authority on the Board of Directors or the Committee do not and shall not be deemed to create any rights in Grantee unless such rights are expressly set forth herein or are otherwise in the sole discretion of the Board of Directors or the Committee so conferred by appropriate action of the Board of Directors or the Committee under the Plan after the date hereof.

14. Entire Agreement; Amendment. Except as may otherwise be provided in any employment, severance or other agreement between the Company and Grantee, or any Company plan in which Grantee participates, this Award Agreement and the Plan together constitute the entire agreement and supersede all prior understandings and agreements, written or oral, of the parties hereto with respect to the subject matter hereof. The Company may modify, amend or waive the terms of the Performance Stock Unit Award, prospectively or retroactively, but no such modification, amendment or waiver shall materially and adversely affect the rights of Grantee without his or her consent, except as required by applicable law, NASDAQ or stock exchange rules, tax rules or accounting rules. The waiver by either party of compliance with any provision of this Award Agreement shall not operate or be construed as a waiver of any other provision of this Award Agreement, or of any subsequent breach by such party of a provision of this Award Agreement.

15. Choice of Law. This Award Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to conflict of law principles thereunder.

16. Binding Effect. This Award Agreement shall bind Grantee and the Company and their beneficiaries, survivors, executors, administrators and transferees.

17. Limitations; No Employment/Service Commitment. Nothing contained in this Award Agreement or the Plan constitutes a continued employment or service commitment by the Company or any of its Subsidiaries, affects Grantee's status, if he or she is an employee, as an employee at will who is subject to termination without Cause, confers upon Grantee any right to remain employed by or in service to the Company or any Subsidiary, interferes in any way with the right of the Company or any Subsidiary at any time to terminate such employment or service, or affects the right of the Company or any Subsidiary to increase or decrease Grantee's other compensation. Payment of any Performance Stock Unit Award amount is not secured by a trust, insurance contract or other funding medium, and Grantee does not have any interest in any fund or specific assets of the Company or any of its Affiliates by reason of this Performance Stock Unit Award. Grantee has no rights as a stockholder of the Company pursuant to this Award Agreement until and unless shares of Stock are actually delivered to Grantee.

18. Code Section 409A. The Performance Stock Unit Award granted under this Award Agreement is intended to fit within the "short-term deferral" exemption from Section 409A of the Code. In administering this Award Agreement, the Company shall interpret this Award Agreement in a manner consistent with such exemption.

19. Forfeiture. Grantee must reimburse or forfeit to the Company any payment received or to be received hereunder by Grantee to the extent required by the clawback policy adopted by the Board of Directors.

20. Non-Transferability. Performance Stock Units shall not be transferable except by will or the laws of descent and distribution or pursuant to a beneficiary designation, or as otherwise permitted by the Plan. No right or benefit hereunder shall in any manner be liable for or subject to any debts, contracts, liabilities, or torts of Grantee. Grantee agrees that the Performance Stock Units will not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. Any purported assignment, alienation, pledge, attachment,

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sale, transfer or other encumbrance of shares of unvested Performance Stock Units that does not satisfy the requirements of this Award Agreement and the Plan shall, prior to the payment or forfeiture of the Performance Stock Unit Award, be void and unenforceable against the Company.

21. Definitions. To the extent not specifically defined in this Award Agreement, each capitalized term used in this Award Agreement has the meaning ascribed to such term in the Plan.

22. Committee Administration. The Committee has sole and exclusive responsibility for construing and interpreting this Award Agreement and for resolving all questions arising under this Award Agreement. Any decision or action taken by the Committee arising out of, or in connection with, the construction, administration, interpretation and effect of this Award Agreement will be conclusive and binding upon all persons.

23. Severability. The invalidity or unenforceability of any provision of this Award Agreement will not affect the validity or enforceability of the other provisions of this Award Agreement, which will remain in full force and effect. Moreover, if any provision is found to be excessively broad in duration, scope or covered activity, the provision will be construed so as to be enforceable to the maximum extent compatible with applicable law.

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IN WITNESS WHEREOF, the Company has executed this Award Agreement as of the Date of Grant.

Red Robin Gourmet Burgers, Inc.

By:
Its:

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Confidentiality. Except in the good-faith performance of your duties, you will not disclose to any person or entity or use, any information not in the public domain, in any form, acquired by you while employed or associated with the Company or RRI or, if acquired thereafter, such information which, to your knowledge, has been acquired, directly or indirectly, from any person or entity owing a duty of confidentiality to the Company or RRI, relating to the Company or its business. All such information, in any form, and copies and extracts thereof are and will remain the sole and exclusive property of the Company, and you will on request return to the Company the originals and all copies of any such information provided to or acquired by you in connection with your association with the Company or RRI, and will return to the Company all files, you and/or other communications received, maintained and/or originated by you during the course of such association. Upon termination of your employment for any reason, you will deliver to the Company all of the property of the Company or any of its subsidiaries, and non-personal documents and data of any nature and in whatever medium of the Company or any of its subsidiaries, in each case within your possession and control, and you will not take any such property, documents or data or any reproduction thereof, or any documents containing or pertaining to any confidential information. Nothing in this Annex B restricts or prohibits you from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the U.S. Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation.

Non-Compete. You agree that, while employed and during the twenty-four (24) months after the date of termination of your employment with the Company (the “Restrictive Period”), you will not directly or indirectly, either for yourself or for, with or through any other person or entity, own, manage, operate, control, be employed by, participate in, loan money to or be connected in any manner with, or permit your name to be used by, either (i) any business that, in the reasonable judgment of the Board, competes with the Company and its subsidiaries in the burger-focused restaurant business in (x) the United States, (y) the Canadian provinces of Alberta and British Columbia, or (z) any other country, province or territory in which the Company conducts business as of the date your employment terminates, or (ii) the following casual dining and brew-centric restaurant concepts (and their successors): Five Guys, Chili’s, Applebee’s, Ruby Tuesday, TGIFridays, Texas Roadhouse, BJ’s, Yardhouse, Millers Ale House and Brickhouse (“Competitive Activity”). The foregoing will not prohibit you from serving as a non-employee member of the board of directors of a burger-focused restaurant business other than (I) a burger-focused casual dining business or (II) any of the businesses listed in the immediately preceding clause (ii). For purposes of this offer letter, “participate” includes any direct or indirect interest, whether as an officer, director, employee, partner, sole proprietor, trustee, beneficiary, agent, representative, independent contractor, consultant, advisor, provider of personal services, creditor, owner (other than by ownership of less than five percent (5%) of the stock of a publicly-held corporation whose stock is traded on a national securities exchange).

Non-Solicit. During the Restrictive Period, you will not, without the prior written approval of the Company, directly or indirectly through any other person or entity (i) induce or attempt to induce any employee of the Company or RRI at the level of Assistant Store Manager or higher in restaurant operations or the level of Director or higher at the Company’s home office to leave the employ of the Company or RRI, or in any way interfere with the relationship between the Company or RRI and any employee thereof (for the sake of clarity, this clause (i) shall not be violated by virtue of general advertisements or solicitations for positions that are not targeted at employees of the Company or RRI), (ii) hire any person who was an employee of the Company or RRI at the level of Assistant Store Manager or higher in restaurant operations or the level of Director or higher at the Company’s home office within twelve months after such person’s employment with the Company or RRI was terminated for any reason or (iii) induce or attempt to induce any supplier or other business relation of the Company or RRI to cease doing business with the Company or RRI, or in any way interfere with the relationship between any such supplier or business relation and the Company or RRI, in the case of clauses (i) or (iii), to the extent any such actions result (or would reasonably be expected to result) in harm to the Company or RRI.

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Nondisparagement. You agree not to disparage the Company, any of its products or practices, or any of its directors, officers, stockholders, or affiliates (each in their capacities as such), either orally or in writing, at any time; provided that you may confer in confidence with your legal representatives, make truthful statements as required by law or when requested by a governmental, regulatory or similar body or entity and/or make truthful statements in the course of performing duties to the Company.

Injunctive Relief. You agree that the Company would suffer irreparable harm from your breach of any of the covenants or agreements contained in this offer letter, for which there is no adequate remedy at law. Therefore, in the event of the actual or threatened breach by a party of any of the provisions of this offer letter, the Company, its respective successors or assigns, may, in addition and supplementary to other rights and remedies existing in their favor, apply to any court of law or equity of competent jurisdiction for specific performance, injunctive or other relief (without the necessity of posting bond or security) in order to enforce compliance with, or prevent any violation of, the provisions of this offer letter; and will be entitled to obtain a temporary restraining order and/or a preliminary or permanent injunction restraining you from engaging in activities prohibited by this offer letter or such other relief as may be required to specifically enforce any of the covenants contained in this offer letter.

You agree that the restrictive covenants in this Section are reasonable with respect to their duration, geographical area, and scope. In the event that any of the provisions of the foregoing restrictive covenants relating to the geographic or temporal scope of such covenants or the nature of the business or activities restricted thereby are declared by a court of competent jurisdiction to exceed the maximum restrictiveness such court deems enforceable, such provision shall be deemed to be replaced in this offer letter by the maximum restriction deemed enforceable by such court.

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Annex C Section 409A

It is intended that compensation or benefits payable under this offer letter not be subject to the additional tax imposed pursuant to Section 409A of the Internal Revenue Code (“Code”), and this offer letter shall be interpreted accordingly.

In no event whatsoever will the Company be liable for any additional tax, interest or penalty incurred by you as a result of the failure of any payment or benefit to satisfy the requirements of Section 409A of the Code.

Your right to a series of installment payments under this offer letter will be treated as a right to a series of separate payments within the meaning of Treas. Reg. §1.409A-2(b)(2) (iii). In addition, payments or benefits will be exempt from the requirements of Section 409A of the Code to the maximum extent possible as “short-term deferrals” pursuant to Treasury Regulation Section 1.409A-1(b)(4), as involuntary separation pay pursuant to Treasury Regulation Section 1.409A-1(b)(9)(iii), and/or under any other exemption that may be applicable.

Notwithstanding any provision to the contrary, (i) no amount of non-qualified deferred compensation subject to Section 409A of the Code that is payable in connection with the termination of your employment will be paid to you unless the termination of your employment constitutes a “separation from service” within the meaning of Section 1.409A-1(h) of the Department of Treasury Regulations; (ii) if you are deemed at the time of your separation from service to be a “specified employee” for purposes of Section 409A(a)(2)(B)(i) of the Code, to the extent that delayed commencement of any portion of the termination benefits to which you are entitled under this offer letter (after taking into account all exclusions applicable to such termination benefits under Section 409A) is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, such portion of your termination benefits will not be provided to you prior to the earlier of (A) the expiration of the six-month period measured from the date of your “separation from service” with the Company (as such term is defined in the Department of Treasury Regulations issued under Section 409A) and (B) the date of your death; provided, that upon the earlier of such dates, all payments deferred pursuant to the foregoing will be paid to you in a lump sum, and any remaining payments due will be paid as otherwise provided in this offer letter; (iii) the determination of whether you are a “specified employee” for purposes of Section 409A(a)(2)(B)(i) of the Code as of the time of your separation from service will be made by the Company in accordance with the terms of Section 409A of the Code and applicable guidance thereunder (including, without limitation, Section 1.409A-1(i) of the Department of Treasury Regulations and any successor provision thereto).

To the extent that any reimbursement of expenses or in-kind benefits constitutes “deferred compensation” under Section 409A of the Code, such reimbursement or benefit will be provided no later than December 31 of the year following the year in which the expense was incurred. The amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year. The amount of any in-kind benefits provided in one year shall not affect the amount of in-kind benefits provided in any other year.

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Annex D Definitions

“**Cause**” means (i) your continual and deliberate gross neglect in the performance of his material duties; (ii) your continual and deliberate failure to devote substantially all of your working time to the business of the Company and its subsidiaries (other than as expressly permitted in this offer letter or by applicable state or federal law); (iii) your continual and deliberate failure to follow the lawful directives of the Board relating to your duties and responsibilities in any material respect; (iv) your engaging in misconduct in connection with the performance of any of your duties, including, without limitation, falsifying or attempting to falsify documents, books or records of the Company or its subsidiaries, misappropriating or attempting to misappropriate funds or other property, or securing or attempting to secure any personal profit in connection with any transaction entered into on behalf of the Company or its subsidiaries; (v) your violation, in any material respect, of any material policy or of any code or standard of behavior or conduct generally applicable to employees of the Company; (vi) your breach of the material provisions of this offer letter or any other non-competition, non-interference, non-disclosure, confidentiality or other similar agreement executed by you with the Company or any of its subsidiaries or other act of disloyalty to the Company or any of its subsidiaries (including, without limitation, aiding a competitor or unauthorized disclosure of confidential information); or (vii) your engaging in other misconduct that is reasonably likely to result in material injury to the reputation of the Company or any of its subsidiaries, including, without limitation, commission of a felony, fraud, embezzlement, or other crime involving dishonesty. A termination for Cause by the Company of any of the events described in clauses (i), (ii), (iii), (iv) and (v) above shall only be effective on thirty (30) days advance written notification, providing you the opportunity to cure, if reasonably capable of cure within such thirty (30)-day period; but no such notification is required if the Cause event is not reasonably capable of cure or the Board determines that its fiduciary obligation legally requires it to effect a termination for Cause immediately. In any event, the Board may suspend you with compensation while it conducts a good faith inquiry of whether grounds for Cause exist.

“**Change in Control**” has the meaning given such term in the Company’s Executive CIC Severance Plan.

“**Good Reason**” means the occurrence, without your express written consent, of: (i) any reduction in your total compensation of ten percent (10%) or more (other than an across-the-board reduction in the total compensation applicable and payable to each of the Company’s executives); (ii) a relocation of the Company’s headquarters to a location more than twenty (20) miles from the location of the Company’s headquarters prior to such relocation; (iii) any breach by the Company of any material provision of this offer letter; (iv) a significant reduction in the then-effective responsibilities of the Chief Executive Officer of the Company; or (v) a change in your reporting structure that results in you no longer reporting directly to the Board; provided that you give written notice to the Company of the existence of such a condition within ninety (90) days of the initial existence of the condition, the Company has at least thirty (30) days from the date when such notice is provided to cure the condition without being required to make payments due to termination by the Company for Good Reason (the “Cure Period”), and you actually terminate your employment for Good Reason within thirty (30) days after the expiration of the Cure Period. For the avoidance of doubt, in the event the Board appoints someone as President of the Company, you acknowledge and agree that any such appointment alone, with no other changes to the terms of your employment, will not constitute “Good Reason” so long as you remain the Chief Executive Officer of the Company who still reports directly to the Board.

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SEPARATION AND TRANSITION AGREEMENT

This Separation and Transition Agreement (the “Agreement”) is dated as of April 24, 2025 (the “Effective Date”), by and among Red Robin Gourmet Burgers, Inc., a Delaware corporation (the “Company”), and G.J. Hart (the “Executive”).

WHEREAS, the Executive is employed by the Company, through its wholly owned subsidiary, Red Robin International, Inc., a Nevada corporation (“RRI”), and is a party to that certain Employment Agreement, dated as of July 13, 2022 (as amended, modified, or supplemented from time to time, the “Employment Agreement”);

WHEREAS, capitalized terms used but not otherwise defined in this Agreement are defined as set forth in the Employment Agreement;

WHEREAS, the Executive serves the Company, RRI, and their respective subsidiaries and affiliates (the “Company Group”) in the office of President and Chief Executive Officer;

WHEREAS, the Company and the Executive have agreed that, on the Effective Date, the Executive shall (i) step down from his role as President and Chief Executive Officer of the Company and shall cease to be an executive officer of the Company Group, and (ii) resign from any and all titles, positions, and appointments the Executive holds with the Company or any member of the Company Group in accordance with the terms of this Agreement (other than, for the avoidance of doubt, his role as Special Advisor (as defined below));

WHEREAS, between the Effective Date and September 24, 2025, the Executive will serve as a special advisor to the Company, pursuant to the terms set forth in Sections 2 and 3 of this Agreement;

WHEREAS, the Company and the Executive have agreed that the Executive’s employment with the Company shall terminate on September 24, 2025 (the “Separation Date”);

WHEREAS, the Company wishes to provide the Executive with a severance package, which is conditioned on the Executive’s timely, irrevocable execution of this Agreement and fulfilling all of his obligations in both the Employment Agreement, as applicable, and this Agreement, including his continued compliance with certain restrictive covenants that survive his separation from service with the Company Group; and

WHEREAS, the Parties desire to set forth in this Agreement the terms and conditions of the Executive’s separation from employment, and this Agreement shall govern the Executive’s and the Company’s respective rights and obligations in connection with such separation.

NOW THEREFORE, in consideration of the promises, mutual covenants and other good and valuable consideration set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Executive and the Company (the “Parties”) agree as follows:

1. Entire Agreement.

Except as otherwise expressly provided herein, this Agreement, and the release set forth in Section 9 of this Agreement, is the entire agreement between the Parties with respect to the subject matter hereof and contains all agreements, whether written, oral, express, or implied, between the Parties relating thereto and supersedes and extinguishes all other agreements relating thereto, whether written, oral, express, or implied, between the Parties, including, for the avoidance of doubt, the Company’s Executive Severance Plan, effective as of August 25, 2023.

2. Transition Period.

During the period between the Effective Date and the Separation Date (the “Transition Period”) the Executive will serve as a special advisor to the Company (“Special Advisor”), and will perform the transition and advisory services described hereunder for ten (10) hours per week, if required or requested by the Company. While serving as Special Advisor, the Executive will provide such support to the Company’s Chief Executive Officer, as requested by the Company’s Chief Executive Officer, including participation in the May 2025 earnings call (collectively, the “Services”). The Executive agrees and acknowledges that the Executive will perform his Services as Special Advisor during the Transition Period. For the avoidance of doubt, in the event that the Executive fails to perform the Services described hereunder, including a failure to participate in the May 2025 earnings call or to provide ten (10) hours per week of Services (if required or requested by the Company), the Transition Period will terminate with immediate effect (with such earlier termination date being the “Separation Date” for the purposes of this Agreement) and any unpaid Monthly Service Fee (as defined below) will be forfeited; provided, however, that before any termination of the Transition Period, cessation of the Monthly Service Fee, or cessation of any severance benefits, including the 2025 Pro-Rata Bonus (as defined below), the Company shall first provide the Executive written notice of any alleged failure to perform Services as required hereunder and a period of not less than fourteen (14) calendar days for the Executive to cure any alleged failure.

3. Transition Fee.

Subject to the terms and conditions of this Agreement, the Executive’s satisfactory provision of the Services and compliance with the other terms and conditions of this Agreement, during the Transition Period, the Company will pay the Executive a monthly rate of \$110,000 prorated (x) for the first month of the Transition Period or (y) if the Executive resigns or terminates the Services before the end of the Transition Period (the “Monthly Service Fee”). Any Monthly Service Fee earned will be payable bi-weekly through the Company’s payroll. In addition, the Company will reimburse the Executive for any actual, reasonable and documented expenses incurred in connection with the Executive’s provision of the Services hereunder, but only to the extent that such expenses are approved in advance by the Chief Executive Officer and incurred in accordance with the Company’s travel and expense policy. For the avoidance of doubt, during the Transition Period, the Executive shall not be eligible for an annual bonus or any annual long-term incentive awards, except as expressly set forth herein.

4. Separation from Service.

A. General. The Executive hereby acknowledges and agrees that (x) his separation from service with the Company Group will become effective on the Separation Date and (y) his resignation from any and all titles, positions, and appointments the Executive holds with the Company or any member of the Company Group, whether as an officer, director, employee, consultant, trustee, committee member, agent, or otherwise, will become effective as of the Effective Date (other than, for the avoidance of doubt, his role as Special Advisor). Except as otherwise expressly set forth herein, effective as of the Effective Date, the Executive shall have no authority to act on behalf of any member of the Company Group and shall not hold himself out as having such authority, enter into any agreement or incur any obligations on behalf of any member of the Company Group, commit any member of the Company Group in any manner, or otherwise act in an executive or other decision-making capacity with respect to any member of the Company Group. The Executive agrees to promptly execute such documents as the Company, in its sole discretion, shall reasonably deem necessary to effect such resignations. The Separation Date shall be the termination date of the Executive’s employment for purposes of participation in and coverage under all benefit plans and programs sponsored by or through the Company, except as otherwise provided herein.

5. Entitlements.

In consideration for, and subject to, the Executive's entering into this Agreement, the Executive shall be entitled to the payments and benefits set forth in this Agreement. Notwithstanding the foregoing or anything to the contrary in this Agreement, the payments and benefits described in this Agreement (other than those described in Section 5.A) are subject to (i) the Executive's execution and delivery of this Agreement (including the release set forth in Section 9 herein) within twenty-one (21) days following the date hereof, (ii) the Executive's continued compliance with all restrictive covenants with the Company Group to which he is subject (including the restrictive covenants in Annex A of the Employment Agreement, which are incorporated by reference herein), and (iii) the Executive's continued compliance with this Agreement (subject to any notice-and-cure periods under this Agreement).

A. Accrued Obligations. The Company shall pay to the Executive (i) an amount equal to the sum of (1) the Executive's Annual Base Salary or Monthly Service Fee, as applicable, through the Separation Date to the extent not theretofore paid and (2) reimbursement for any unreimbursed business expenses incurred through the Separation Date, which shall be paid in a lump sum in cash within thirty (30) days following the Separation Date or such earlier date as may be required by law, and (ii) any payments, benefits, or fringe benefits to which the Executive shall be entitled under the terms of any applicable law or applicable compensation arrangement or benefit, equity or fringe benefit plan or program or grant, or the Employment Agreement, which shall be paid at such times and in such forms as provided for by such plan, program, or grant or such earlier date as may be required by law; provided, that this Section 5.A shall not result in duplication of benefits with any other payment or benefit under this Agreement or any other agreement or plan. For the avoidance of doubt, any medical, dental, and other health insurance coverage in which the Executive (and his beneficiaries) participate as of the Separation Date shall continue through the end of the month during which the Separation Date takes place.

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B. Severance. The Company shall (i) pay to the Executive an aggregate amount equal to \$1,800,000, which equals eighteen (18) months of the Executive's Annual Base Salary as in effect immediately prior to the Effective Date, in installment payments over the eighteen (18) months following the Separation Date in accordance with the Company's regular payroll practices, and (ii) pay to the Executive a lump-sum cash payment equal to a pro rata portion of the Executive's Annual Bonus, if any, for 2025 based on full-year actual performance of the Company (as determined by the Board and the Compensation Committee), determined by multiplying such Annual Bonus by a fraction, the numerator of which is the number of days in the then-current calendar year through May 31, 2025 and the denominator of which is three hundred and sixty-five (365), payable at such time as bonuses are generally paid by the Company to its similarly situated executives (the "2025 Pro-Rata Bonus"). For the avoidance of doubt, the Executive must participate in the May 2025 earnings call to be eligible to receive the 2025 Pro-Rata Bonus.

C. Full Satisfaction. The Executive acknowledges and agrees that, except as expressly provided in this Agreement, (i) the Executive is not entitled to any other compensation or benefits from the Company or any member of the Company Group (including, without limitation, any severance or termination compensation or benefits), and (ii) as of and after the Separation Date, except for purposes of any medical, dental, and other health insurance coverage in which the Executive (and his beneficiaries) participate pursuant to Section 5.B of this Agreement, the Executive shall no longer participate in, accrue service credit, or have contributions made on his behalf under any employee benefit plan sponsored by any member of the Company Group in respect of periods commencing on and following the Separation Date, including without limitation, any plan that is intended to qualify under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code").

D. Equity. The Executive's vested restricted stock units that are subject solely to time-based vesting conditions (the "RSUs") and performance-based RSUs ("PSUs") shall be subject to the terms and conditions of the applicable equity plan and award agreements issued thereunder. The Executive's unvested RSUs granted in September 2022 (the "2022 RSU Award") will remain outstanding and eligible to vest during the Transition Period. For the avoidance of doubt, a total of 41,254 of the Executive's RSUs from the 2022 RSU Award shall vest during or upon the end of the Transition Period, subject to the Executive's continued employment during the Transition Period. Any other outstanding but unvested RSUs and unvested PSUs, as of the Effective Date, shall be immediately forfeited as of the Effective Date. For the avoidance of doubt, the Executive must provide the Services (subject to any applicable notice-and-cure period under this Agreement) throughout the Transition Period to be eligible to continue vesting in his 2022 RSU Award, including the full vesting of the 41,254 total RSUs in the final tranche of the 2022 RSU Award during or upon end of the Transition Period.

6. Post-Employment Cooperation. For a period of six months (6) following the Separation Date, upon reasonable request and notice the Executive shall cooperate to the best of his ability with the Company to answer, to the extent of his personal knowledge, any questions or provide any information that the Company reasonably requires, and to cooperate to the best of his ability in any other manner reasonably requested by the Company related to the transition of the Executive's job duties and responsibilities to a designated representative or agent of the Company; provided, however, that the Executive's cooperation pursuant to this sentence shall not require the

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Executive to cooperate more than three (3) hours per workweek during normal business hours. For a period of three (3) years following the Separation Date, upon reasonable request and notice, the Executive shall cooperate to the best of his ability with the Company in preparing for any trials, hearings, or other proceedings, and providing truthful testimony in connection therewith, in each case relating to his time of employment with the Company and the business of the Company, and provided that such cooperation shall only pertain to such matters within the Executive's personal knowledge. The Company shall reimburse the Executive for any reasonable, out-of-pocket expenses incurred by him in connection with his compliance with this Section 6 pursuant to the Company's expense reimbursement policy. The Company agrees that the Executive's obligations in this Section 6 are not intended to unreasonably interfere with his ongoing business and personal activities.

7. Restrictive Covenants. The Executive agrees that Annex A of the Employment Agreement survives the termination of his employment, and he confirms that he is bound by such provisions, including but not limited to the non-disclosure, non-competition, non-solicitation, and non-disparagement obligations set forth therein. The Executive also agrees that he is subject to continuing obligations under the terms of the equity award agreements between the Executive and the Company that survive the termination of his employment, and he confirms that he is bound by such provisions, including the non-solicitation obligations set forth therein. If there is a conflict between the Executive's continuing obligations under the Employment Agreement, the equity award agreements, and any other restrictive covenants to which the Executive may be bound, the provisions more protective of the Company Group's interests shall apply, as determined by the Company Group in its sole discretion.

8. No Complaints, Claims, or Actions Filed. The Executive represents that the Executive has not filed any complaints, claims, or actions against the Company or any Released Party (as defined in Section 9 below) with any state, federal, or local agency or court. Subject to Section 13 of this Agreement, the Executive covenants and agrees that the Executive will not file any complaints, claims, or actions against the Company or any Released Party with respect to a claim released pursuant to Section 9 below at any time hereafter. The Executive warrants and represents that, as of the date of execution of this Agreement, the Executive is not aware of any facts that would establish, tend to establish, or in any way support an allegation that the Company or any Released Party has engaged in conduct that the Executive believes could violate any federal, state, or local law, or to the extent that the Executive has or ever had any such information, the Executive has reported that information to the Company in accordance with Company policy.

9. Release of All Claims. In consideration for the promises and obligations set forth in this Agreement, the Executive hereby irrevocably, unconditionally, and fully releases the Company, RRI, each member of the Company Group, and any affiliated entities, and each and all of its/their current and former shareholders, officers, agents, directors, supervisors, employees, and representatives, and its/their successors and assigns, and all persons acting by, through, under, or in concert with any of them ("Released Parties"), from any and all charges, complaints, claims, and liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected (hereinafter referred to as "claim" or "claims"), that the Executive at any time had or claimed to have or that the Executive may have or claim to have regarding any matter as of the date of this Agreement, including, without limitation, any and all claims related to or in any manner incidental

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to the Executive's employment or termination of employment with the Company. It is expressly understood by the Executive that among the various rights and claims being waived in this release include those arising under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act ("ADEA"), the Family and Medical Leave Act, common law and any and all other applicable federal, state, county or local statutes, ordinances, or regulations, and the law of contract and tort. The released claims also include claims of discrimination or harassment on the basis of workers' compensation status, but do not include workers' compensation claims. By signing this Agreement, the Executive acknowledges that the Executive intends to waive and release all rights known or unknown that Executive may have against the Released Parties under these and any other laws; provided that the Executive does not waive or release claims with respect to (A) any rights that the Executive may have to any payments or benefits pursuant to Section 5 of this Agreement, (B) any claims or rights under any indemnification policy or insurance plan of any member of the Company Group, which all parties acknowledge survive the termination of the Executive's employment pursuant to its terms, (C) any claims under Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, et seq., relating to an employee benefit plan that is qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended, or that is a medical or health care plan, (D) any claims that Executive may have against Company for breach of the terms and conditions set forth in this Agreement, (E) any claims for worker's compensation insurance coverage or unemployment insurance coverage, and (F) any claims or other rights that cannot be released as a matter of law.

10. Reemployment. The Executive hereby waives any and all claims to reemployment with the Company or any of its affiliates and affirmatively agrees not to seek further employment with the Company or any of its affiliates.

11. Release of Claims and Notices Required under the Age Discrimination in Employment Act and the Older Workers' Benefit Protection Act The Executive understands and agrees that the Executive:

A. Has been offered at least twenty-one (21) days during which to consider this Agreement before signing it and understands that if he signs this Agreement prior to the expiration of such twenty-one (21) day period he knowingly and voluntarily waives the remainder of such consideration period;

B. Has carefully read and fully understands all of the provisions of this Agreement;

C. Is waiving and releasing any rights under the ADEA, among other claims;

D. Knowingly and voluntarily agrees to all of the terms set forth in this Agreement;

E. Knowingly and voluntarily intends to be legally bound by the terms of this Agreement;

F. Was advised and hereby is advised in writing to consider the terms of this Agreement and consult with an attorney of the Executive's choice prior to executing this Agreement;

G. Has a full seven (7) days from the date of execution of this to revoke this Agreement (including, without limitation, any and all claims arising under the ADEA) by sending written

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notice to Sarah Mussetter, Chief Legal Officer, and that neither the Company nor any other person is obligated to provide any payments or benefits to the Executive pursuant to Section 5.B until eight (8) days have passed since the Executive's signing of this Agreement without the Executive's having revoked this Agreement;

H. Understands that rights or claims under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621, *et seq.*) that may arise after the date this Agreement is executed are not waived;

I. Understands that nothing in this Agreement (including Section 9) prevents or precludes the Executive from challenging or seeking a determination of the validity of this waiver under the ADEA in good faith, nor that it imposes any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law;

J. Understands that once the Company has made its final offer of severance, any changes, whether material or immaterial, to this Agreement do not restart the twenty-one (21) day period in which to consider the Agreement before signing it; and

12. No Admission of Liability. This Agreement and compliance with this Agreement shall not be construed as an admission by the Company or any Released Party of any liability whatsoever, or as an admission by the Company or any Released Party of any violations of the rights of the Executive or any person or violation of any order, law, statute, duty, or contract whatsoever against the Executive or any person. The Company and each Released Party specifically disclaims any liability to the Executive or any other person for any alleged violation of the rights of the Executive or any person, or for any alleged violation of any order, law, statute, duty, or contract on the part of the Company or any Released Party.

13. Communication with Government Agency. Nothing in this Agreement, including Sections 6, 8, and 9, (A) limits or affects the Executive's right to challenge the validity of this Agreement, including, without limitation, a challenge under the ADEA; (B) in any way interferes with the Executive's right and responsibility to give truthful testimony under oath; or (C) precludes the Executive from participating in an investigation, filing a charge or otherwise communicating with any federal, state or local government office, official or agency, including, but not limited to, the Equal Employment Opportunity Commission, Department of Labor, or National Labor Relations Board. However, the Executive promises never to seek or accept any compensatory damages, back pay, front pay, or reinstatement remedies for the Executive personally with respect to any claims released by this Agreement.

14. Miscellaneous.

A. Modification. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed and agreed to by the Parties.

B. Notices. Any notice given pursuant to this Agreement to any party hereto shall be deemed to have been duly given when mailed by registered or certified mail, return receipt requested, or by overnight courier, or when hand delivered as follows:

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If to the Company:
Red Robin International, Inc.
10000 E. Geddes Avenue, Suite 500
Englewood, CO 80112
Attention: Chief Legal Officer

If to the Executive, at the Executive's most recent address on the payroll records of the Company.

or at such other address any party shall from time to time designate by written notice, in the manner provided herein, to the other parties hereto.

C. Successors and Assigns. This Agreement shall be binding upon the Executive and the Company Group and upon their respective heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of said parties, and each of them, and to their respective heirs, administrators, representatives, executors, successors, and assigns. The Executive expressly warrants that the Executive has not transferred to any party or entity any rights, causes of action, or claims released in this Agreement. The Executive agrees that each successor or affiliate of the Company shall be an express third-party beneficiary hereto and shall be entitled to enforce the provisions of this Agreement.

D. General Consequences of Breach. If any party to this Agreement breaches this Agreement, for example, by bringing a lawsuit based on claims that such party has released, by making a false representation in this Agreement, by failing to make any payments due under this Agreement, by failing to provide any notice-and-cure period provided by this Agreement, or by a past or future breach of Section 6 of this Agreement, the non-breaching party will be entitled to recover all damages flowing from such breach; specifically, including, but not limited to reasonable attorneys' fees and all other costs incurred by the non-breaching party as a result of the breach or false representation, such as the cost of defending any suit brought with respect to a released claim by the breaching party.

E. Taxes. The Executive shall be responsible for the payment of any and all required federal, state, local, and foreign taxes incurred, or to be incurred, in connection with any amounts payable to the Executive under this Agreement. Notwithstanding any other provision of this Agreement to the contrary, the Company or any member of the Company Group, as applicable, may withhold from all amounts payable under this Agreement all federal, state, local, and foreign taxes that are required to be withheld pursuant to any applicable laws and regulations.

F. Section 409A. The Parties intend that the compensation and benefits under this Agreement either be exempt from or compliant with Section 409A of the Code ("Section 409A"), and Annex B of the Employment Agreement is hereby incorporated by reference *mutatis mutandis* as if fully set forth herein. For purposes of Section 409A, Executive's right to receive installment payments pursuant to Section 5.B of this Agreement shall be treated as a right to receive a series of separate and distinct payments.

G. Severability. In the event that any provision of this Agreement is determined to be invalid or unenforceable, the remaining terms and conditions of this Agreement shall be unaffected.

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and shall remain in full force and effect. In addition, if any provision is determined to be invalid or unenforceable due to its duration and/or scope, the duration and/or scope of such provision, as the case may be, shall be reduced, such reduction shall be to the smallest extent necessary to comply with applicable law, and such provision shall be enforceable, in its reduced form, to the fullest extent permitted by applicable law.

H. Entire Agreement Between Parties. This Agreement (and the documents referenced herein) sets forth the entire agreement between the Parties hereto and, unless otherwise set forth herein, fully supersedes any and all prior agreements or understandings, written or oral, between the Parties hereto pertaining to the subject matter hereof; provided, however, if there is a conflict between this Agreement and any confidentiality, non-compete, or non-solicitation agreement the Executive previously signed, the provisions more protective of the Company's interests shall apply, as determined by the Company in its sole discretion.

I. Amendments; Waivers. This Agreement may not be modified, amended, or terminated except by an instrument in writing signed by the Executive and a duly authorized officer of the Company (other than the Executive) that expressly identifies the amended provision of this Agreement. By an instrument in writing similarly executed and similarly identifying the waived compliance, the Executive or a duly authorized officer of the Company may waive compliance by the other party or parties with any provision of this Agreement that such other party was or is obligated to comply with or perform; provided, however, that such waiver shall not operate as a waiver of, or estoppel with respect to, any other or subsequent failure to comply or perform. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall preclude any other or further exercise of any other right, remedy, or power provided herein or by law or in equity.

J. Governing Law. THIS AGREEMENT AND THE LEGAL RELATIONS HEREBY CREATED BETWEEN THE PARTIES HERETO SHALL BE GOVERNED BY AND CONSTRUED UNDER AND IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF COLORADO, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF. THE EXECUTIVE SHALL SUBMIT TO THE VENUE AND PERSONAL JURISDICTION OF THE COLORADO STATE AND FEDERAL COURTS CONCERNING ANY DISPUTE FOR WHICH JUDICIAL REDRESS IS PERMITTED PURSUANT TO THIS AGREEMENT; HOWEVER THE COMPANY IS NOT LIMITED IN SEEKING RELIEF IN THOSE COURTS.

K. Arbitration. Except as otherwise provided herein, any controversy arising out of or relating to this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, or any other controversy arising out of the Executive's employment, including, but not limited to, any state or federal statutory or common law claims, shall be submitted to arbitration in Denver, Colorado, before a single arbitrator (the "Arbitrator") selected from Judicial Arbitrator Group, Inc., Denver, Colorado, or its successor ("JAG"), or if JAG is no longer able to supply the arbitrator, such arbitrator shall be selected from the Judicial Arbitration and Mediation Services, Inc. ("JAMS"), or other mutually agreed upon arbitration provider, as the exclusive forum for the resolution of such dispute. Provisional injunctive relief may, but need not, be sought by either party to this Agreement in a court of law while arbitration proceedings are pending, and any provisional injunctive relief

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granted by such court shall remain effective until the matter is finally determined by the Arbitrator. Final resolution of any dispute through arbitration may include any remedy or relief which the Arbitrator deems just and equitable, including any and all remedies provided by applicable state or federal statutes. At the conclusion of the arbitration, the Arbitrator shall issue a written decision that sets forth the essential findings and conclusions upon which the Arbitrator's award or decision is based. Any award or relief granted by the Arbitrator hereunder shall be final and binding on the Parties and may be enforced by any court of competent jurisdiction. The Parties acknowledge and agree that they are hereby waiving any rights to trial by jury in any action, proceeding or counterclaim brought by either of the Parties against the other in connection with any matter whatsoever arising out of or in any way connected with this Agreement or the Executive's employment, and under no circumstances shall class claims be processed or participated in by the Executive. The Parties agree that Company shall be responsible for payment of the forum costs of any arbitration hereunder, including the Arbitrator's fee. The Executive and the Company further agree that in any proceeding to enforce the terms of this Agreement, the prevailing party, as determined by the Arbitrator, shall be entitled to its or his reasonable attorneys' fees and costs incurred by it or him in connection with resolution of the dispute in addition to any other relief granted.

L. Headings. The headings in this Agreement are for convenience of identification only and are not intended to describe, interpret, define or limit the scope, extent, or intent of this Agreement or any provision hereof.

M. Construction. This Agreement shall be deemed drafted equally by the Parties. Its language shall be construed as a whole and according to its fair meaning. Any presumption or principle that the language is to be construed against any party shall not apply. The headings in this Agreement are only for convenience and are not intended to affect construction or interpretation. Any references to paragraphs, subparagraphs, sections, or subsections are to those parts of this Agreement, unless the context clearly indicates to the contrary. Also, unless the context clearly indicates to the contrary: (i) the plural includes the singular, and the singular includes the plural; (ii) "and" and "or" are each used both conjunctively and disjunctively; (iii) "any," "all," "each," or "every" means "any and all," and "each and every"; (iv) "includes" and "including" are each "without limitation"; and (v) "herein," "hereof," "hereunder," and other similar compounds of the word "here" refer to the entire Agreement and not to any particular paragraph, subparagraph, section, or subsection.

N. Counterparts. The Agreement may be executed by one or more of the Parties hereto on any number of separate counterparts and all such counterparts shall be deemed to be one and the same instrument. Each party hereto confirms that any facsimile copy or .pdf of such party's executed counterpart of the Agreement (or its signature page thereof) shall be deemed to be an executed original thereof.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date written below.

EXECUTIVE

Date: April 24, 2024

/s/ G.J. Hart
G.J. Hart

COMPANY

RED ROBIN GOURMET BURGERS, INC.

Date: April 24, 2024

By: /s/ Sarah A. Mussetter
Name: Sarah A. Mussetter
Title: Chief Legal Officer

Red Robin Gourmet Burgers, Inc. Announces Leadership Transition

G.J. Hart to Step Down Following Transformative Tenure as President and Chief Executive Officer

Chairman David A. Pace Appointed as Successor

Anthony S. Ackil Appointed as Chairman of the Board

ENGLEWOOD, Colo., April 24, 2025 – Red Robin Gourmet Burgers, Inc. (NASDAQ: RRGB) (“Red Robin” or the “Company”), a full-service restaurant chain serving an innovative selection of high-quality gourmet burgers in a family-friendly atmosphere, today announced that G.J. Hart will step down as President and Chief Executive Officer. After five-and-a-half years with the Company and the successful implementation of measures to elevate the guest experience and transform Red Robin into an operations-focused restaurant company, Mr. Hart will now transition to serving the industry through his various board commitments and mentoring the next generation of industry leaders.

David A. Pace, who currently serves as Chairman of the Board, will succeed Mr. Hart as President and CEO, effective immediately. Mr. Pace is a seasoned industry leader who will be focused on leading the Company through the next phase of its transformation. Mr. Hart will serve in an advisory capacity through September of this year to support a smooth transition.

In connection with this transition, Anthony S. Ackil, who currently serves as a Director on the Board, will succeed Mr. Pace as Chairman, also effective immediately. Mr. Pace will remain a member of the Board.

“It has been a privilege to lead such an iconic brand over the last two-and-a-half years. Together we have made important strides in strengthening the essential foundation of great food and great service, and I look at our progress with immense pride,” said Mr. Hart. “With key elements of the North Star plan now in place and as we close the books on another quarter of strong financial performance in the first quarter, we have reached a natural inflection point in Red Robin’s transformation, and I am confident that the Company is in great hands with Dave to lead the next phase of this journey. Dave and I have built a trusted, long-standing relationship, and I know that his knowledge of our industry is second-to-none. I look forward to our continued collaboration throughout the transition period to best position the Company for its next chapter.”

Mr. Pace has 35 years of leadership and turnaround experience in the food, beverage and retail industries. In addition to serving in multiple Board roles across our industry, he served as Co-CEO of Tastemaker Acquisition Corporation, a special purpose acquisition company focused on the restaurant, hospitality and related technology and service sectors, from 2020 to 2023. Mr. Pace previously served as CEO of Jamba Juice Inc., where he led the brand through a highly successful repositioning and tripled profit performance, and as President of Carrabba’s Italian Grill, where he oversaw broad operational changes, significant margin improvement and accelerated profit growth.

“We are confident in Dave’s ability to step into the role of CEO at a pivotal time for Red Robin as we work to reaccelerate growth and deliver long-term, sustainable value for shareholders,” said Allison Page, Chair of the Board’s Nominating and Governance Committee. “Through his tenure on the Board, Dave has a deep understanding of our business and is ideally positioned to lead the Company through our ongoing transformation and beyond. The Board and I believe that the Company will benefit from Dave’s extensive industry expertise as we continue to further strengthen our operations, in-restaurant guest experience and financial performance.”

“I’m excited to be named CEO to capture the significant opportunities ahead for Red Robin,” said Mr. Pace. “With a continued focus on delivering exceptional food and service and supporting our operators, I will be working with the team to enhance our marketing approach and re-invest in our facilities to increase guest engagement and grow traffic. Additionally, we will be working to build our overall financial strength, reduce our debt and increase our operating flexibility. At its core, the Red Robin business is strong, and through continued focus and execution, I am confident we will deliver significant value to our guests and shareholders.”

“On behalf of the full Board, I want to thank G.J. for all that he has done for Red Robin during his tenure both as CEO and as a member of the Board,” Mr. Pace continued. “Under G.J.’s leadership and the North Star plan, the Company has made critical investments in the quality of our offerings while also taking steps to reduce overall operating costs. His focus on improving hospitality and guest experience while building a winning culture has been integral to establishing the foundation upon which we can grow. We will continue to build upon the progress made under G.J.’s leadership, and I wish him all the best.”

First Quarter 2025 Outlook

The Company expects first quarter comparable restaurant sales to increase approximately 3%, in-line with previously communicated expectations, and now expects Adjusted EBITDA to exceed the previously communicated first quarter range of \$18 million to \$19 million. The Company expects to report full first quarter results in late May.

About David A. Pace

Mr. Pace has served on the Red Robin Board of Directors since August 2019 and was appointed Board Chair in November 2019. He brings 35 years of leadership and turnaround experience in the food, beverage and retail industries, among others. From 2020 to 2023, Mr. Pace served as Co-Chief Executive Officer of Tastemaker Acquisition Corporation, a special purpose acquisition company focusing on the restaurant, hospitality, and related technology and service sectors. From 2016 to 2018, he served as Chief Executive Officer of Jamba Juice, Inc., where he led the brand through a highly successful repositioning and tripled profit performance and ultimately a strategic sale of the company. Prior to that, he served as President of Carrabba’s Italian Grill, from 2014 to 2016, where he oversaw broad operational changes, significant margin improvement and accelerated profit growth. From 2010 to 2014, Mr. Pace served as the Executive Vice President and Chief Resource Officer at Bloomin’ Brands, the \$4.1 billion parent company of Outback Steakhouse, where he was responsible for real estate development and human capital deployment across approximately 1,500 restaurants, 100,000 team members and five brands. Earlier in his career, Mr. Pace held various leadership positions at Starbucks Corporation, PepsiCo, and YUM! Brands, Inc., among others.

About Anthony S. Ackil

Mr. Ackil has served on the Red Robin Board of Directors since March 2020. He is an entrepreneur and restaurant industry executive who is the founder and CEO of Streetlight Ventures, a restaurant management and investment platform. Streetlight Ventures, supports, manages, acquires and invests in small to mid-sized restaurant brands. Streetlight Ventures currently owns 10 brands, consisting of over 100 restaurants across the East Coast, which include Burtons Bar and Grill, Margaritas, Red Heat American Tavern, Upper Crust Pizza, b.good, Anna’s Taqueria and Howling Wolf Taqueria. Previously from 2004 to 2018, Mr. Ackil served as CEO of b.good, a healthy fast casual brand that he founded and grew to over 80 locations. Earlier in his career, he worked as a consultant for

Red Robin Gourmet Burgers, Inc. (NASDAQ: RRGB)

Red Robin Gourmet Burgers, Inc. (www.redrobin.com) is a casual dining restaurant chain founded in 1969 that operates through its wholly-owned subsidiary, Red Robin International, Inc., and under the trade name, Red Robin Gourmet Burgers and Brews. We believe nothing brings people together like burgers and fun around our table, and no one makes moments of connection over craveable food more memorable than Red Robin. We serve a variety of burgers and mainstream favorites to Guests of all ages in a casual, playful atmosphere. In addition to our many burger offerings, Red Robin serves a wide array of salads, appetizers, entrees, desserts, signature beverages and Donatos® pizza at select locations. It's easy to enjoy Red Robin anywhere with online ordering available for to-go, delivery and catering. Sign up for the royal treatment by joining Red Robin Royalty® today and enjoy Bottomless perks and delicious rewards across nearly 500 Red Robin locations in the United States and Canada, including those operating under franchise agreements. Red Robin... YUMMM®!

Forward-Looking Statements

Forward-looking statements in this press release regarding the Company's strategies, priorities, plans with respect to financial strength, debt reduction, operational flexibility and otherwise, first quarter 2025 expectations and future performance, anticipated outcomes of the executive transition described in this press release, and all other statements that are not historical facts, are made under the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. These statements are based on assumptions believed by the Company to be reasonable and speak only as of the date on which such statements are made. Without limiting the generality of the foregoing, words such as "expect," "believe," "anticipate," "intend," "plan," "project," "could," "should," "will," "outlook" or "estimate," or the negative or other variations thereof or comparable terminology are intended to identify forward-looking statements. Except as required by law, the Company undertakes no obligation to update such statements to reflect events or circumstances arising after such date and cautions investors not to place undue reliance on any such forward-looking statements. Forward-looking statements are subject to various risks and uncertainties that could cause actual results to differ materially from those described in the statements, including but not limited to, the ability of the Company to achieve, and the effectiveness of, our strategies, priorities and plans, including the executive transaction described in this release; the effectiveness of the Company's strategic initiatives, including our "North Star" plan, labor and service models, and operational improvement initiatives and our ability to execute on such strategic initiatives; the global and domestic economic and geopolitical environment; our ability to effectively compete in the industry and attract and retain Guests; the completion of normal accounting procedures and adjustments with respect to our results for the first quarter of 2025; and additional risk factors described in the Company's Form 10-K, Form 10-Q, and Form 8-K reports (including all amendments to those reports) filed with the U.S. Securities and Exchange Commission.

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