

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): February 13, 2026

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 No.)

10000 E. Geddes Avenue, Suite 500
Englewood, Colorado 80112
(Address of principal executive offices) (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(s)	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 1.01 Entry into Material Definitive Agreement.

Amended Cooperation Agreement

On February 13, 2026, Red Robin Gourmet Burgers, Inc. (the "Company") amended the Cooperation Agreement, dated December 3, 2024 (the "Amended Cooperation Agreement") with the entities and persons listed on Exhibit A thereto (the "JCP Parties") and the entities and persons listed on Exhibit B thereto (the "Jumana Parties," and together with the JCP Parties, the "Investor Parties").

Pursuant to the Amended Cooperation Agreement, the Company has agreed to re-nominate James C. Pappas and Christopher Martin to stand for re-election to the Company's board of directors (the "Board") at the Company's 2026 annual meeting of stockholders (the "2026 Annual Meeting"), and each of Mr. Pappas and Mr. Martin have accepted their re-nomination. In addition, following the 2026 Annual Meeting, Mr. Pappas shall be appointed as the Chair of the Finance Committee of the Board and the Board shall also take reasonable steps to reduce the size of the Board to eight (8) directors until the expiration of the Cooperation Period (as defined below), among other changes. The Investor Parties also remain subject to certain standstill and voting commitments.

The Amended Cooperation Agreement will remain effective until the earlier of (1) the date that is thirty (30) calendar days prior to the advance notice deadline set forth in the Company's Fifth Amended and Restated Bylaws for the stockholder nomination of non-proxy access director candidates for election to the Board at the Company's 2027 annual meeting of stockholders and (2) one hundred twenty (120) calendar days prior to the first anniversary of the 2026 Annual Meeting (such period, the "Cooperation Period").

The foregoing summary of the Amended Cooperation Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Amended Cooperation Agreement, a copy of which is attached as Exhibit 10.1 and is incorporated by reference.

Forward-Looking Statements

Forward-looking statements in this Form 8-K and certain of the materials furnished or filed herewith regarding our future operating or financial performance, our strategy and ability to execute and drive long term stockholder value, the expected activities in connection with the Investor Parties, 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 cautionary statements and risk factors described from time to time 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.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Amended Cooperation Agreement, dated February 13, 2026
104	Cover Page Interactive Data File (formatted as Inline XBRL)

SIGNATURE

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

Date: February 13, 2026

RED ROBIN GOURMET BURGERS, INC.

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

FIRST AMENDMENT TO COOPERATION AGREEMENT

This First Amendment to the Cooperation Agreement (this “**Amendment**”), dated as of February 13, 2026 (the “**Amendment Date**”), is by and among Red Robin Gourmet Burgers, Inc., a Delaware corporation (the “**Company**”), the entities and persons listed on Exhibit A hereto (the “**JCP Parties**”) and the entities and persons listed on Exhibit B hereto (the “**Jumana Parties**”). Capitalized terms used but not defined herein shall have the meanings set forth in the Prior Agreement (as defined below).

WHEREAS, the Company and the Investor Parties have previously entered into a Cooperation Agreement, dated as of December 3, 2024 (the “**Prior Agreement**”), with respect to certain matters relating to the Board of Directors of the Company (the “**Board**”) and certain other matters, as provided therein;

WHEREAS, the Company and the Investor Parties have engaged in discussions related to the Company; and

WHEREAS, in furtherance of such discussions, the Company and the Investor Parties desire to amend the Prior Agreement, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of and reliance upon the promises, representations, mutual covenants and agreements contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Investor Parties and the Company agree as follows:

1. Section 1(a) of the Prior Agreement shall be replaced in its entirety to read as follows:

“**Director Re-nominations.** Upon the Amendment Date, (x) the Board and all applicable committees thereof shall take (or shall have taken) such actions as are necessary to irrevocably re-nominate each of James C. Pappas (the “**JCP Designee**”) and Christopher Martin (the “**Jumana Designee**”) to stand for re-election to the Board at the Company’s 2026 annual meeting of stockholders (the “**2026 Annual Meeting**”) and (y) each of Messrs. Pappas and Martin shall promptly accept their re-nomination for election to the Board at the 2026 Annual Meeting.”

2. Section 1(c) of the Prior Agreement shall be amended such that the reference to “eight (8) other nominees” shall be replaced by “six (6) other nominees.”

3. Section 1(d) of the Prior Agreement shall be amended to insert the following clauses to the end of the section:

“Immediately following the 2026 Annual Meeting, the Board shall take such actions as are necessary to appoint Mr. Pappas as Chair of the Finance Committee, and Mr. Pappas shall continue to serve as Chair of the Finance Committee during the Cooperation Period. Following the Amendment Date, the Board and the Audit Committee shall also take reasonable steps to appoint a successor director to lead the Audit Committee.”

4. Section 1(i) of the Prior Agreement shall be replaced in its entirety to read as follows:

“**Board Size.** From the conclusion of the 2026 Annual Meeting until the expiration of the Cooperation Period and following a reasonable transition period after the appointment of new leadership for the Audit Committee, the size of the Board shall not be greater than eight (8) members without the prior written consent of the Investor Parties.”

5. Section 2(c)(i) of the Prior Agreement shall be amended such that the reference to “20%” shall be replaced by “21%.”

6. Section 2(c)(i) of the Prior Agreement shall be amended to insert the following clause to the end of the section:

“**provided, further,** that in the event that the volume-weighted average price of the Company’s Common Stock is less than \$4.00 per share for a period of five consecutive trading days, the Jumana Parties shall have the right to acquire an additional 1% of the Company’s then total outstanding shares of Common Stock following advance written notice to the Company;”

7. The definition of “Cooperation Period” set forth in Section 6(g) of the Prior Agreement shall be replaced in its entirety to read as follows:

“the term “**Cooperation Period**” means the period commencing on the Effective Date and concluding on the date that is the earlier of (x) thirty (30) calendar days prior to the advance notice deadline set forth in the Bylaws for the stockholder nomination of non-proxy access director candidates for election to the Board at the Company’s 2027 annual meeting of stockholders and (y) one hundred twenty (120) calendar days prior to the first anniversary of the 2026 Annual Meeting;”

8. **Ratification of Agreement.** Except as set forth herein, the Prior Agreement shall remain unmodified and in full force and effect (it being understood, for the avoidance of doubt, that any provision of the Prior Agreement that terminated prior to the date hereof shall remain terminated and not be deemed affected by the execution hereof and the provisions of the Prior Agreement shall be deemed automatically renumbered to reflect the amendments set forth herein, and all cross-references in the Prior Agreement shall be deemed to refer to such renumbered provisions).
9. **Counterparts.** This Amendment may be executed in two or more counterparts, which together shall constitute a single agreement.
10. **Governing Law.** This Amendment shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without reference to the conflict of laws principles thereof.

[Signature pages follow]

JCP INVESTMENT PARTNERSHIP LP

By: JCP Investment Management, LLC, its
Investment Manager

By: /s/ James C. Pappas

Name: James C. Pappas

Title: Managing Member

JCP INVESTMENT PARTNERS, LP

By: JCP Investment Holdings, LLC, its
General Partner

By: /s/ James C. Pappas

Name: James C. Pappas

Title: Sole Member

JCP INVESTMENT HOLDINGS, LLC

By: /s/ James C. Pappas

Name: James C. Pappas

Title: Sole Member

JCP INVESTMENT MANAGEMENT, LLC

By: /s/ James C. Pappas

Name: James C. Pappas

Title: Managing Member

JAMES C. PAPPAS

By: /s/ James C. Pappas

[Signature Page to First Amendment to the Cooperation Agreement]

JUMANA CAPITAL INVESTMENTS LLC

By: /s/ Christopher Martin

Name: Christopher Martin

Title: Manager

CHRISTOPHER MARTIN

By: /s/ Christopher Martin

[Signature Page to First Amendment to the Cooperation Agreement]

RED ROBIN GOURMET BURGERS, INC.

By: /s/ Dave Pace

Name: Dave Pace
Title: Chief Executive Officer

[Signature Page to First Amendment to the Cooperation Agreement]

Exhibit A

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Exhibit B

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