

**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): **November 28, 2006**

RED ROBIN GOURMET BURGERS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

0-49916
(Commission file number)

84-1573084
(I.R.S. Employer
Identification Number)

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

80111
(Zip Code)

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

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))

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

On November 28, 2006, Red Robin International, Inc. ("Red Robin"), a wholly owned subsidiary of Red Robin Gourmet Burgers, Inc. (the "Company"), entered into a Consulting Agreement with Robert J. Merullo, Senior Vice President and Chief Concept Officer, to take effect December 31, 2006. Pursuant to the agreement, Mr. Merullo, will become an independent consultant to Red Robin. Mr. Merullo will resign his position as an officer of the Company effective December 31, 2006. The press release announcing this change is attached as Exhibit 99.1.

The agreement provides that Mr. Merullo will devote 75% of his ordinary course business time to consult with Red Robin on food and beverage issues, research and development of new products and services, and purchasing issues, through December 31, 2007. He will provide services to Red Robin on an as-needed basis from January 1, 2008 to June 30, 2008. Red Robin will pay Mr. Merullo a consulting fee of \$12,500 per month in arrears from December 31, 2006 through December 31, 2007. Thereafter, Mr. Merullo will be paid at the rate of \$200 per hour for hours worked. Mr. Merullo will be reimbursed for reasonable travel and similar out of pocket expenses incurred in the performance of his services to Red Robin. Stock options previously awarded to Mr. Merullo will continue to vest and be exercisable as long as Mr. Merullo continues providing services under the agreement.

The Consulting Agreement is included as Exhibit 10.1. The foregoing discussion of the terms of such agreement is qualified in its entirety by reference to the full text of such exhibit, which is incorporated herein by reference.

ITEM 9.01 Financial Statements And Exhibits

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Consulting Agreement between Red Robin International, Inc. and Robert J. Merullo, dated November 28, 2006
99.1	Red Robin Gourmet Burgers, Inc., Press Release dated November 28, 2006.

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: November 28, 2006

RED ROBIN GOURMET BURGERS, INC.

By: /s/ Annita M. Menogan
Name: Annita M. Menogan
Title: Vice President and Chief Legal Officer

November 28, 2006

Robert J. Merullo
916 Dakota Drive
Castle Rock, CO 80108

Re: Consulting Agreement

Dear Bob:

Red Robin International, Inc. ("Red Robin" or "the Company" or "we" or "us") wants to engage you to consult with Red Robin on food and beverage issues, research and development of new products and services, and purchasing issues beginning December 31, 2006 and ending June 30, 2008, subject to either party's right to cancel the consulting agreement by written notice to the other party. We will require 75% of your ordinary course business time per month during the period December 31, 2006 to December 31, 2007. Between January 1, 2008 and June 30, 2008, we will require your services on an as-needed basis.

For your services, Red Robin will pay you a consulting fee of \$12,500 per month in arrears between December 31, 2006 and December 31, 2007. Between January 1, 2008 and June 30, 2008, we will pay you \$200 per hour for the hours you work for us with no minimum monthly amount. Between January 1, 2008 and June 30, 2008, you will need to submit an invoice showing the hours you work for us each month. If either party cancels the consulting agreement prior to December 31, 2007, then Red Robin will pay you a prorata portion of the monthly consulting fee for the month in which the consulting agreement ends. When you are performing services for the Company, we will provide you at no cost an office and standard office equipment. We will reimburse you for reasonable travel expenses and similar out of pocket expenses that you incur in performing your consulting services for us.

As additional consideration for your services, the Board, acting as the Stock Plan Administrator for all of Red Robin's stock option plans, will take such actions as may be appropriate: (a) to cause the stock options that the Company has awarded to you as an employee of the Company to continue to vest at the rate and on the terms stated in the applicable stock option agreement so long as you continue providing services to the Company under this consulting agreement, and (b) to allow you to exercise all options that have vested during the term of your employment or that vest during the term of your consulting agreement, so long as you continue providing services to the Company under this consulting agreement; provided that no options shall vest after June 30, 2008, and you may not exercise any options after June 30, 2008.

To the extent that the Company reasonably believes or has been advised that paying you the consulting fees or allowing your stock options to continue to vest or allowing you to exercise your stock options after December 31, 2006, will, or would likely, result in adverse tax consequences to you or to the Company or both, you agree that the Company may restructure this consulting agreement, including the Company's obligation to pay you the consulting fees or the vesting of your stock options or the conditions upon which you may exercise said stock options (as to form and/or timing, but not as to amount) in a manner designed to eliminate or, if not practical, mitigate such adverse tax consequences.

You will perform the consulting services as an independent contractor and not as a Red Robin employee. As an independent contractor, you must pay all federal, state and local income tax and self-employment taxes arising out of the sums we pay you under this Agreement. If the IRS or any other taxing authority demands that we pay any taxes, interest or other charges on account of the sums we pay you, then you must indemnify, defend and hold us harmless from those taxes, interest, and other charges. You will need to provide us with a completed W-9 in order for our AP Department to process your invoices. Just give the Form W-9 to me or Eric.

If in the course of your services hereunder you have access to any confidential or proprietary information of the Company, then you must treat that information as confidential in the same manner as you would be obligated to do now under our Code of Ethics. The provisions of the Code of Ethics under the heading Confidentiality—Trade Secrets, Confidential Information and Proprietary Information shall continue to apply to you during the term hereof.

Any writings, reports, plans, recipes, procedures, manuals, or other written works, and any drawings, sketches, pictures, or diagrams you prepare in performing your work for us will be deemed "*Works Made for Hire*," and we will own the copyright and all other rights to the Work Made for Hire. If we ask you to do so, you agree to sign any additional documents we may ask you to sign to confirm that we own the copyright in the Work Made for Hire.

Bob, if you are willing to perform the consulting services on the terms stated, please sign this letter in the space provided below.

Very truly yours,

/s/ Katherine L. Scherping
Katherine L. Scherping
Vice President

ACCEPTANCE

I agree to perform the consulting services mentioned above on the terms and conditions stated above.

/s/ Robert Merullo
Robert Merullo
Vice President

November 28, 2006

**Red Robin Gourmet Burgers Announces that Bob Merullo
Will Become a Consultant to the Company**

Greenwood Village, CO — (BUSINESS WIRE) —November 28, 2006 — Red Robin Gourmet Burgers, Inc. (Nasdaq: RRGB), the casual dining company that serves up fun, feel-good experiences by offering its guests an imaginative selection of high-quality gourmet burgers and innovative menu items in a family-friendly environment, today announced that Bob Merullo, Chief Concept Officer and Senior Vice President, will become an independent consultant to the Company effective December 31, 2006.

Mr. Merullo has been affiliated with the Red Robin organization for more than twenty years. In his new capacity, he will continue to advise the Company in the areas of food and beverage, purchasing, research and new product development, all for which he is currently responsible. Eric C. Houseman, Chief Operating Officer and President, will assume overall responsibilities for these departments. The marketing department, also led by Mr. Merullo, will report to Dennis Mullen, chairman and chief executive officer.

“We appreciate Bob’s service to Red Robin over the past twenty years and look forward to his continued contributions to the Company,” said Mr. Mullen.

The Consulting Agreement, effective through June 30, 2008, requires that Mr. Merullo will devote 75% of his ordinary business time to the Company through December 31, 2007, and will provide his services on an as-needed basis to the Company through the end of the agreement. The Company will compensate Mr. Merullo on a monthly basis for his services through December 31, 2007, and on an hourly basis thereafter for hours worked. In addition, options that were previously awarded to Mr. Merullo will continue to vest and are exercisable through the termination of the agreement.

Mr. Merullo will also maintain his ownership position in Mach Robin LLC, a franchisee of the Company.

About Red Robin Gourmet Burgers, Inc.

Red Robin Gourmet Burgers, Inc., (www.redrobin.com), founded in 1969, is a casual dining restaurant chain that serves up wholesome, fun, feel-good experiences in a family-friendly environment. Red Robin® restaurants are famous for serving more than 22 high-quality gourmet burgers in a variety of recipes with Bottomless Steak Fries(TM) as well as salads, soups, appetizers, entrees, desserts, and signature Mad Mixology® Beverages. There are more than 335 Red Robin restaurants located across the United States and Canada, which include both Company-owned locations and those operating under franchise or license agreements.

For further information contact:
Don Duffy/Raphael Gross
Integrated Corporate Relations
203-682-8200
