

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

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

**Date of Report (Date of earliest event reported): August 4, 2009**

**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 1.01 Entry into a Material Definitive Agreement**

On August 4, 2009, the board of directors of Red Robin Gourmet Burgers, Inc. (the "Company") amended the Company's Employee Stock Purchase Plan to, among other things, extend the term of the plan by five years, so that the new expiration date is December 31, 2017, and, effective for offering periods commencing on January 1, 2010, eliminate the individual share limit of 414 shares per offering period and the maximum annual contribution limit of \$12,000.

The foregoing description of the amendment is qualified in its entirety by reference to First Amendment to Red Robin Gourmet Burgers, Inc. Employee Stock Purchase Plan filed as Exhibit 10.1 hereto, which exhibit is incorporated by reference herein.

**Item 8.01 Other Events**

The Company has entered into a commercial contract with a privately-held entity in which Edward T. Harvey, a member of the Company's board of directors, directly or indirectly will own approximately 2% of its outstanding ownership interests. That entity monitors social networking and other online sources for content related to businesses, such as consumer opinions on both the Company and the restaurant industry, and provides the content and analysis to its clients for a variety of uses, such as marketing or research and development. The Company researched a number of businesses that provide similar services prior to making its selection, which the Company believes most closely meets its needs.

Mr. Harvey will be a passive owner and does not serve on the board of directors or as an officer of such company. The contract is for an approximate 8 month term expiring December 31, 2009 unless renewed by the parties. The amount that the Company expects to pay under this current contract is \$5,000 per month for approximately \$40,000. Any subsequent renewal may be subject to other terms to be negotiated.

Given Mr. Harvey's ownership in such company, the Audit Committee of the board of directors (with Mr. Harvey abstaining) reviewed the proposed transaction in accordance with the Company's Code of Ethics. On August 4, 2009, the Board of Directors (with Mr. Harvey abstaining) approved a waiver for Mr. Harvey under Section II. A of the Code, "Conflicts of Interest, Financial Interests," of the limitations on his ownership interest in "an entity that is a vendor, supplier, contractor or competitor of the Company." A copy of the Company's Code of Ethics may be found on its website at [www.redrobin.com](http://www.redrobin.com) in the Investors section.

**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

Exhibit No.	Description
10.1	First Amendment to Red Robin Gourmet Burgers, Inc. Employee Stock Purchase Plan dated as of August 4, 2009.

**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: August 7, 2009

**RED ROBIN GOURMET BURGERS, INC.**

By: /s/ Annita M. Menogan

Name: Annita M. Menogan

Title: Chief Legal Officer

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**EXHIBIT INDEX**

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FIRST AMENDMENT TO  
RED ROBIN GOURMET BURGERS, INC.  
EMPLOYEE STOCK PURCHASE PLAN

1. The Employee Stock Purchase Plan (the "Plan") of Red Robin Gourmet Burgers, Inc., a Delaware corporation (the "Company"), was approved by the Board of Directors on July 13, 2002, and submitted for approval by the Company's stockholders, and approved, on July 13, 2002.

2. This First Amendment to Red Robin Gourmet Burgers, Inc. Employee Stock Purchase Plan (this "Amendment") was approved by the Board of Directors on August 4, 2009, in accordance with Section 19(b) of the Plan. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Plan.

3. Section 4(b) of the Plan is deleted in its entirety, effective with respect to Offering Periods beginning on or after January 1, 2010. In addition, all references to the term "Individual Limit" and to Section 4(b) contained in the Plan shall be deleted, and have no further effect.

4. Section 6(b)(iii) of the Plan is deleted and replaced in its entirety, effective with respect to Offering Periods beginning on or after January 1, 2010, as follows:

(iii) [RESERVED].

5. The last paragraph of Section 9 of the Plan is hereby deleted and replaced in its entirety, effective with respect to Offering Periods beginning on or after January 1, 2010, as follows:

If an amount which exceeds one of the limitations set forth in Section 8(c) remains in a Participant's Account after the exercise of his or her Option on the Exercise Date, such amount shall be carried over in the Participant's Account for the succeeding Offering Period, without interest, or if the Participant notifies the Corporation within 30 days following such Exercise Date, such amount shall be refunded to the Participant as soon as administratively practicable after such date.

6. Section 19(a) of the Plan is hereby deleted and replaced in its entirety, effective as of August 4, 2009, as follows:

(a) This Plan shall become effective as of the Effective Date. No new Offering Periods shall commence on or after the day before the fifteenth anniversary of the Effective Date and this Plan shall terminate as of the Exercise Date on or immediately following such date unless sooner terminated pursuant to Section 4, Section 18, or this Section 19.

7. Except as provided in this Amendment, the Plan shall remain unchanged and continue in full force and effect.

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IN WITNESS WHEREOF, this Amendment has been executed by a duly authorized officer of the Company as of the date specified below and effective as set forth herein.

RED ROBIN GOURMET BURGERS, INC.

By: /s/ Jeffrey T. Neely  
Name: Jeffrey T. Neely  
Title: Chief People Officer  
Dated: August 4, 2009