UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 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 11, 2005

RED ROBIN GOURMET BURGERS, INC.
(Exact name of Registrant as Specified in Charter)

Delaware	0-49916	84-1573084
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

6312 S. Fiddler's Green Circle, Suite 200N Greenwood Village, CO	**80111**
(Address of Principal Executive Offices)	(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

(a) On November 11, 2005, the compensation committee of the board of directors of Red Robin Gourmet Burgers, Inc. (the “Company”), approved an amendment to the existing employment agreement between the Company and Dennis B. Mullen, the Company’s chairman and chief executive officer. Pursuant to the Company’s original employment agreement with Mr. Mullen dated as of September 7, 2005 (the “Employment Agreement”), the Company has agreed to provide Mr. Mullen certain commuting and housing benefits in connection with his service to the Company. The Company’s provision of these commuting and housing benefits will result in additional wage income to Mr. Mullen, which in turn would otherwise result in additional federal, state or local tax liability and Federal Insurance Contributions Act (“FICA”) tax liability. To compensate for any unintended increase in Mr. Mullen’s tax liability, the Company and Mr. Mullen entered into an amendment to the Employment Agreement whereby the Company has agreed to pay Mr. Mullen, in addition to all other payments and benefits he is entitled to receive under the Employment Agreement, an amount equal to his additional tax liability resulting from his receipt of commuting and housing benefits.

A copy of the amendment to Mr. Mullen’s Employment Agreement is filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

(b) On November 11, 2005, the Company’s board of directors, acting on the recommendation of the compensation committee, approved certain changes to the standard compensation arrangements for the Company’s non-employee directors, effective as of October 1, 2005. A summary of the standard arrangements now in effect for all non-employee directors of the Company is filed as Exhibit 99.2 to this Current Report on Form 8-K and is incorporated herein by reference.

As described in more detail in Exhibit 99.2 to this Current Report on Form 8-K, non-employee directors will continue to receive an annual retainer of $25,000. Non-employee directors will also continue to receive a non-qualified option grant covering 5,000 shares upon joining the board of directors and be eligible to receive additional option grants covering up to a maximum of 5,000 shares per year. These arrangements are unchanged from those that were in effect prior to the board’s action.

The changes approved by the board of directors include the institution of an annual retainer in the amount of $5,000 for the lead director, $5,000 for the chairman of the audit committee, and $3,000 each for the chairman of the compensation committee and the chairman of the nominating and governance committee. The board also increased the meeting fee for each board and committee meeting attended from $1,000 to $2,000, in the case of meetings of the board, compensation committee or nominating and governance committee, and from $2,000 to $3,000 in the case of meetings of the audit committee (except in the case of the audit committee chairman, who instead will receive a meeting fee of $4,000 for each audit committee meeting attended). A director will continue to receive one-half of the applicable meeting fee in the event that the director participates in a scheduled in-person meeting by telephone.

The compensation committee believes that the changes described above are appropriate in light of the time commitment and responsibilities assumed by each director in serving on the Company’s board of directors and board committees. In determining the compensation arrangements for non-employee directors, the compensation committee and the board of directors utilized the services of Frederic W. Cook & Co., Inc., a nationally recognized compensation consulting firm, and reviewed market data on director compensation programs at comparable companies.

Item 8.01 Other Events

(a) On November 11, 2005, the board of directors, acting on the recommendation of the nominating and governance committee, appointed Taylor Simonton, a current director and member of the audit committee, to serve as chairman of the audit committee. Mr. Simonton replaces Edward T. Harvey, who has been appointed to serve as lead director. Mr. Harvey will remain a member of the audit committee.

Mr. Simonton retired from a 35 year career at PricewaterhouseCoopers LLP in 2001. Mr. Simonton was an audit partner at PricewaterhouseCoopers LLP for 23 years, including service in its National Office from 1995 to 2001 during which time he was a member of the group overseeing all accounting and auditing standards, SEC compliance, risk and quality and corporate governance matters for that firm. Since 2003, Mr. Simonton has served on the board of directors and as audit committee chairman of Fischer Imaging Corporation, a public company that designs, manufacturers and markets specialty medical imaging systems using digital technology.

The board of directors has determined that Mr. Simonton satisfies the criteria for an "audit committee financial expert" as defined by rules adopted by the Securities and Exchange Commission.

(b) As previously disclosed in the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended October 2, 2005 (the "3rd Quarter 10-Q"), the Company has implemented certain remediation measures, and is in the process of creating and implementing additional remediation plans, for the internal control deficiencies noted in the 3rd Quarter 10-Q and in the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended July 10, 2005. On November 11, 2005, the board of directors, upon the recommendation of the audit committee, approved the retention of a nationally recognized third party internal audit service provider to implement the Company's internal audit function. The internal audit function will report directly to the audit committee of the board of directors.

Item 9.01 Financial Statements And Exhibits

(c) Exhibits

Exhibit Number	Description
99.1	First Amendment to Employment Agreement, dated as of November 17, 2005, between the Company and Dennis B. Mullen
99.2	Summary of Compensation Arrangements for Non-Employee Directors, effective October 1, 2005

SIGNATURE

Pursuant to the requirements of the Securities and 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 17, 2005

RED ROBIN GOURMET BURGERS, INC.,
a Delaware corporation

By: /s/ KATHERINE L. SCHERPING
Katherine L. Scherping
Chief Financial Officer

EXHIBIT INDEX

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Exhibit 99.1

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (the "Amendment") is made as of this 17th day of November, 2005, by and between RED ROBIN GOURMET BURGERS, INC., a Delaware corporation (the "Company"), and DENNIS B. MULLEN (the "Executive").

RECITAL

WHEREAS, the Company, for itself and its wholly-owned subsidiary, Red Robin International, Inc., a Nevada corporation, and the Executive are parties to that certain Employment Agreement dated as of September 7, 2005 (the "Employment Agreement"); and

WHEREAS, pursuant to Sections 3(f) and 3(i) of the Employment Agreement, the Company has agreed to provide certain commuting and housing benefits in connection with the Executive's service to the Company; and

WHEREAS, the provision by the Company of such commuting and housing benefits will result in additional wage income to the Executive; and

WHEREAS, the Company and the Executive desire to enter into this Amendment to provide for an additional payment from the Company to the Executive to compensate him for any such additional federal, state or local income tax liability and any Federal Insurance Contributions Act ("FICA") tax liability that may arise from the provision by the Company of these commuting and housing benefits to the Employment Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Executive hereby agree as follows:

1. Unless the context otherwise requires, all capitalized terms used in this Amendment without definition shall have the respective meanings given such terms in the Employment Agreement.

2. A new Section 3(l) is added to read as follows:

(1) Additional Payment for Certain Tax Liabilities. Due to the increased federal, state, and local income tax and employment tax liabilities that will arise from the provision of the benefits described in Sections 3(f) and 3(i), the parties agree to the following:

(i) In accordance with Internal Revenue Service Announcement 85-113, the Company shall account for the benefits on a fiscal year basis (November 1 through October 31) and will treat the value of the noncash benefits described in Sections 3(f) and 3(i) (the "Taxable Benefits") as wages for income tax withholding and FICA tax purposes in any payroll period following the close of the fiscal year (October 31), but before the end of the calendar year in which the fiscal year ends. The value of the Taxable Benefits shall be reported as "wages" for employment tax purposes and the Company shall withhold the applicable federal, state, and local income taxes, as well as the applicable FICA taxes in accordance with the Company's normal payroll practice and concurrent with the payment of the Executive's Annual Base Salary for the payroll period. In the event the Executive's employment is terminated for any reason, the Taxable Benefits shall be reported as income and the Additional Tax Payment (as defined below) shall be made within 30 days following the end of the Employment Period.

(ii) Concurrent with the payroll period in which the Taxable Benefits are reported as wages pursuant to (i) above, the Executive shall receive, in addition to any other payments provided for in this Agreement, a payment (the "Additional Tax Payment") equal to the value of the Taxable Benefits multiplied by the Applicable Percentage (as defined below). The Additional Tax Payment shall also be reported as "wages" for federal income tax purposes at that time and the Company shall apply any applicable federal, state, and local income and employment tax withholdings.

(iii) The Applicable Percentage equals: [1 / (1 - the Combined Tax Rate)] - 1. The Combined Tax Rate shall equal the sum of (1) the highest marginal federal income tax rate; (2) the highest marginal applicable state income tax rate; (3) the highest marginal local income tax rate; (4) the applicable Social Security tax rate; (5) the Medicare tax rate; and (6) the rates of any other federal, state, and local employment or payroll taxes that would apply.

The parties agree that the application of this provision shall be read in accordance with IRS Announcement 85-113. The Executive agrees to promptly provide the Company with such tax and other information as the Company may reasonably request to calculate the Additional Tax Payment. Notwithstanding any other provision of this Agreement, the term "Accrued Obligations" shall include the Additional Tax Payment.

3. This Amendment, read together with the Employment Agreement, constitutes the entire agreement of the parties and supersedes all prior negotiations, agreements or understandings, whether written or oral, concerning the subject matter hereof and thereof. Except as expressly modified by this Amendment, the Employment Agreement otherwise remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

RED ROBIN GOURMET BURGERS, INC.

By: /s/ KATHERINE L. SCHERPING

Katherine L. Scherping
Chief Financial Officer

EXECUTIVE

/s/ DENNIS B. MULLEN

Dennis B. Mullen

Exhibit 99.2

Summary of Red Robin Gourmet Burgers, Inc. Non-Employee Director Compensation

(Effective October 1, 2005)

Annual Retainers. Each director who is not an employee of the Company receives an annual retainer of $25,000, payable in equal quarterly installments. The lead director and each chairman of a board committee also receive an additional retainer each year in the following amounts: lead director, $5,000; chairman of the audit committee, $5,000; chairman of the compensation committee, $3,000; and chairman of the nominating and governance committee, $3,000. The additional retainer amounts are paid to the lead director and the committee chairmen in equal quarterly installments.

Meeting Fees. Each non-employee director receives $2,000 for each in-person board meeting attended. Each member of the compensation committee and each member of the nominating and governance committee receives $2,000 for each in-person committee meeting attended, and each member of the audit committee (other than the chairman) receives $3,000 for each in-person meeting of the audit committee attended. The chairman of the audit committee receives a fee of $4,000 for each audit committee meeting attended. A director receives one-half of the specified meeting fee for any scheduled in-person meeting in which the director instead participates by telephone. The Company also reimburses the directors for costs incurred by them in traveling to and attending board and committee meetings.

Stock Options. Upon his or her initial appointment or election to the board of directors, each non-employee director receives a non-qualified option grant covering 5,000 shares. In addition, at the discretion of the board of directors, each non-employee director is eligible to receive annual option grants covering up to a maximum of 5,000 shares per year. All stock options are granted pursuant to the Company’s 2004 performance incentive plan with an exercise price equal to the fair market value of the underlying common stock on the date of grant. Each initial grant of 5,000 stock options vests and becomes exercisable in equal monthly installments over the 24-month period following the date of grant. Each discretionary grant of stock options vests and becomes exercisable in equal monthly installments over the 12-month period following the date of grant.

Complementary Food and Beverages. Each non-employee director is entitled to receive complementary food and beverages at the Company’s restaurants.