

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) December 13, 2019

NATHAN'S FAMOUS, INC.

(Exact name of registrant as specified in its charter)

Delaware

1-35962

11-3166443

(State or Other Jurisdiction  
of Incorporation)

(Commission  
File Number)

(IRS Employer  
Identification No.)

One Jericho Plaza, Jericho, New York  
(Address of Principal Executive Offices)

11753

(Zip Code)

Registrant's Telephone Number, Including Area Code: (516) 338-8500

N/A

(Former Name or Former Address, If Changed Since Last Report)

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, par value \$.01 per share	NATH	The NASDAQ Global Market

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

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.**

On December 13, 2019, Ronald G. DeVos, the Vice President, Finance, Chief Financial Officer and Secretary of Nathan's Famous, Inc. (the "Company"), informed the Company of his retirement from the Company effective June 30, 2020 (the "Retirement Date"). The Company and Mr. DeVos entered into an Agreement (the "Agreement") dated as of December 13, 2019 which provides that the Company will award an aggregate cash bonus amount of \$200,000 for the fiscal year ending March 29, 2020 to Mr. DeVos payable in accordance the Company's customary payroll practices for bonus payments to executive officers of the Company, (ii) repurchase 13,709 shares of the Company's common stock owned by Mr. DeVos on December 13, 2019 or as soon as practicable thereafter at the closing market price of the Company's common stock on December 13, 2019 and (iii) continue to (a) pay Mr. DeVos his current base salary of \$217,500 per annum and (b) provide such insurance, disability and health and medical and other benefits and such participation in retirement plans or programs that Mr. DeVos is currently receiving or participating in, in each case, through the date that Mr. DeVos ceases to be an employee of the Company. The foregoing description of the Agreement does not purport to be complete and is qualified in its entirety by reference to the Agreement, which is attached hereto as Exhibit 10.1.

On December 13, 2019, the Company's Board of Directors appointed Robert Steinberg, the Company's Corporate Controller, as Vice President, Finance, Chief Financial Officer, Chief Accounting Officer, Treasurer and Secretary of the Company effective June 30, 2020. Effective June 30, 2020, Mr. Steinberg will receive a base salary of \$200,000 per annum and will be eligible to receive a target bonus for the fiscal year ending March 28, 2021 of \$75,000 subject to and payable in accordance with the Company's Management Incentive Plan for the fiscal year ending March 28, 2021.

Mr. Steinberg, age 51, has served as Corporate Controller of the Company since 2014. Mr. Steinberg does not have any other relationships with the Company that would be required to be reported pursuant to Item 404(a) of Regulation S-K.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

10.1 [Agreement dated as of December 13, 2019 between Nathan's Famous, Inc. and Ronald G. DeVos.+](#)

+ compensatory plan or arrangement

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SIGNATURES

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.

Dated: December 13, 2019

NATHAN'S FAMOUS, INC.

By: /s/ Eric Gatoff  
Name: Eric Gatoff  
Title: Chief Executive Officer

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**AGREEMENT**

**THIS AGREEMENT** (the "Agreement") is dated as of December 13, 2019, by and between Nathan's Famous, Inc., a Delaware corporation (the "Company") and Ronald G. DeVos (the "Executive").

**WITNESSETH**

**WHEREAS**, the Executive serves as the Company's Vice President, Finance, Chief Financial Officer and Secretary; and

**WHEREAS**, the Executive notified the Company's Board of Directors that he has decided to voluntarily retire and resign as Vice President, Finance, Chief Financial Officer and Secretary of the Company effective June 30, 2020;

**NOW THEREFORE**, in consideration of the recitals and the mutual agreements herein set forth, the adequacy and sufficiency of which are hereby acknowledged, the Company and the Executive agree as follows:

1. Executive has acknowledged and agreed that he shall voluntarily retire and resign from the Company as Vice President, Finance, Chief Financial Officer and Secretary of the Company and from all positions of the direct or indirect subsidiaries of the Company, and cease to be an employee of the Company and its direct or indirect subsidiaries effective at the close of business on June 30, 2020.
  2. As consideration for Executive's execution and delivery of this Agreement and his agreement to be bound by its terms, the Company agrees to (i) award an aggregate cash bonus amount of \$200,000 for the fiscal year ending March 29, 2020 to Executive payable in accordance the Company's customary payroll practices for bonus payments to executive officers of the Company, (ii) repurchase 13,709 shares of the Company's common stock owned by the Executive on the date hereof or as soon as practicable thereafter at the closing market price of the Company's common stock on the date hereof and (iii) continue to (a) pay Executive his current base salary of \$217,500 per annum and (b) provide such insurance, disability and health and medical and other benefits and such participation in retirement plans or programs that Executive is currently receiving or participating in, in each case, through the date that the Executive ceases to be an employee of the Company.
  3. This Agreement contains the entire understanding of the Company and the Executive with respect to the subject matter hereof.
  4. It is the intention of both the Company and Executive that the benefits and rights to which Executive could be entitled pursuant to this Agreement comply with Section 409A of the Internal Revenue Code of 1986, as amended, and its implementing regulations and guidance ("Section 409A"), to the extent that the requirements of Section 409A are applicable thereto, and the provisions of this Agreement shall be construed in a manner consistent with that intention.
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5. No provision of this Agreement may be modified, waived, or discharged unless such modification, waiver, or discharge is agreed to in writing and signed by the Executive and by an authorized officer of the Company on the Company's behalf, or by the respective parties' legal representations and successors.

6. The terms and provisions of this Agreement are governed by and shall be interpreted in accordance with, the laws of the State of New York, without giving effect to any choice of law principles.

7. This Agreement shall inure to the benefit of and be enforceable by the Company's and Executive's successors and/or assigns.

8. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page To Follow]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**NATHAN'S FAMOUS, INC.**

By: /s Eric Gatoff

Name: Eric Gatoff

Title: Chief Executive Officer

**EXECUTIVE**

/s/ Ronald G. DeVos

Ronald G. DeVos