

**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): April 23, 2020**

Del Taco Restaurants, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-36197
(Commission
File Number)

46-3340980
(IRS Employer
Identification No.)

**25521 Commercentre Drive
Lake Forest, CA 92630**
(Address of Principal executive offices, including Zip Code)

(949) 462-9300
(Registrant's telephone number, including area code)

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))
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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 per share	TACO	NASDAQ Capital Market
Warrants, each exercisable for one share of common stock	TACOW	NASDAQ Capital 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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

In connection with other actions being taken in response to the impacts of COVID-19, the Company's Chief Executive Officer, John D. Cappasola, Jr., and the other named executive officers have elected to reduce their 2020 base salaries. The base salary of Mr. Cappasola will be reduced by 20% and the base salaries of Steven L. Brake and Chad Gretzema will be reduced by 15%. In addition, the non-employee directors of the Company agreed to certain reductions to their fees for service on the Board.

In connection with these salary reductions, the Company is entering into a Letter Agreement substantially in the form attached hereto as Exhibit 10.1 for each of Mr. Cappasola, Mr. Brake and Mr. Gretzema.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
Exhibit 10.1	Form of Letter Agreement

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.

DEL TACO RESTAURANTS, INC.

By: /s/ Steven L. Brake
Name: Steven L. Brake
Title: Executive Vice President and Chief Financial Officer

Date: April 24, 2020

THIS LETTER AGREEMENT (this “Amendment”) is dated as of April __, 2020, by and between Del Taco Restaurants, Inc. (the “Employer”), and [●] (the “Executive”), and is intended to supplement the Employment Agreement dated as of [●], 20[●] (the “Employment Agreement”), by and between the Employer and the Executive.

In light of the COVID-19 pandemic and its impact on the business and operations of the Employer, the Employer and the Executive desire to decrease the base salary of the Executive, as set forth below.

Notwithstanding anything in the Employment Agreement to the contrary, Executive hereby consents to the reduction of Executive’s annual base salary by an amount not to exceed [●]% of Employee’s existing annual base salary as a result of, or related to, Employer’s actions taken in response to the COVID-19 pandemic and agrees that any such reduction shall not violate the Employment Agreement or constitute “good reason,” “constructive discharge,” “constructive termination” and/or any term with any similar meaning or import (“Good Reason”) under the Employment Agreement (or any other Company plan, policy or agreement) and shall not entitle Executive to any severance or other payment pursuant to the Agreement or otherwise.

Additionally, the Executive hereby acknowledges and agrees that Good Reason under the Employment Agreement (or any other Company plan, policy or agreement) has not occurred prior to or as a result of this Amendment and that Executive’s decision to enter into this Amendment is voluntary. Except as expressly hereby amended, the Employment Agreement will remain in full force and effect in accordance with the terms thereof. To the extent a conflict arises between the terms of the Employment Agreement and this Amendment, the terms of this Amendment will prevail.

EXECUTIVE

By:
Name: [●]

DEL TACO RESTAURANTS, INC.

By:
Name:
Title: