
**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): June 19, 2024

NOODLES & COMPANY
(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction of
Incorporation)

001-35987
(Commission File Number)

84-1303469
(I.R.S. Employer
Identification No.)

520 Zang Street, Suite D
Broomfield, CO
(Address of principal executive offices)

80021
(Zip Code)

Registrant's Telephone Number, Including Area Code: (720) 214-1900

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 (see General Instruction A.2. below):

- 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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class
Class A common stock

Trading Symbol(s)
NDLS

Name of each exchange on which registered
Nasdaq Global Select 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.

On June 25, 2024, Noodles & Company ("the Company") announced the departure of Melissa Heidman, its Executive Vice President, General Counsel and Secretary, effective July 2, 2024. In connection with her separation from service, the Company and Ms. Heidman entered in to a Separation Agreement ("Agreement"). Pursuant to the Agreement and Ms. Heidman's execution, delivery, and non-revocation of a release of claims, which is expected to be entered into on or after the effective date of Ms. Heidman's separation, Ms. Heidman will be eligible to receive certain payments and benefits, each less all applicable tax withholding and deductions, including the following: (i) eighteen months of continued base salary, which will be paid in equal installments according to the Company's regular payroll schedule, totaling \$515,366; (ii) a pro-rata portion of the Annual Bonus for 2024 (6 months based on full months employed); (iii) a lump sum payment of \$37,842 representing 18 months of COBRA premiums; and (iv) the vesting of 34,899 Restricted Stock Units granted prior to 2024. The description of the Separation Agreement is qualified in it's entirety by reference to the full text of such agreement, a copy of which is filed herewith as Exhibit 10.1 and is incorporated by reference herein.

Exhibit No.	Description
10.1	Separation Agreement between Noodles & Company and Melissa Heidman dated June 18, 2024.
104	Cover Page Interactive Data File. The cover page XBRL tags are embedded within the Inline XBRL document.

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.

Noodles & Company

By: /s/ DREW MADSEN

Name: Drew Madsen

Title: Chief Executive Officer

DATED: June 25, 2024

SEPARATION AGREEMENT

This Separation Agreement (“Agreement”) is made as of June 18, 2024 (the “Agreement Date”) between **Noodles & Company**, a Delaware corporation (the “Company”) and **Melissa Heidman** (“Executive”) (each a “party” and together the “parties”):

WHEREAS, Executive is employed by the Company pursuant to an Employment Agreement dated October 27, 2020 (the “Employment Agreement”);

WHEREAS, the parties have agreed that Executive’s employment with the Company will end on July 2, 2024 (“Target Date”) unless terminated earlier as provided herein; and

WHEREAS, the parties wish to ensure an amicable separation and to provide for the mutual release of claims described herein.

NOW, THEREFORE, the parties agree as follows:

- 1 Terms.** Capitalized terms used in this Agreement but not defined in this Agreement shall have the meanings set forth in the Employment Agreement.
- 2 Separation.** Executive’s employment with the Company shall terminate on the earliest of the following dates (the “Separation Date”): (i) the Target Date, (ii) the date Executive’s employment is terminated by Executive for Good Reason, or (iii) the date Executive’s employment is terminated by the Company for Cause. Upon the termination of Executive’s employment, Executive shall receive the Accrued Benefits.
- 3 Separation Benefits.** Provided that (a) Executive is not terminated for Cause, (b) Executive signs and returns the Release attached hereto as ***Exhibit A*** (the “Release”) within forty-five (45) days after the Separation Date, and (c) the Release has become effective and irrevocable (together, the “Conditions”), the Company will provide the following separation benefits to Executive:

(a) eighteen (18) months of continued base salary (in the gross sum of \$515,366.24), which will be paid in equal installments according to the Company’s regular payroll schedule over the eighteen months following the Separation Date, provided that the first such payment will be made on the first Company payday that is at least three (3) days after the Release Effective Date (as defined in the Release) and will include all sums that would have been paid sooner if payments had begun on the first Company payday after the Separation Date; provided, however, that if a Change in Control (as defined in the Employment Agreement) occurs within sixty (60) days after the Separation Date, then payment of all sums owed but unpaid pursuant to this Section 3(a) shall be accelerated and paid in one lump sum within thirty (30) days after the occurrence of such Change in Control;

(b) a pro rata portion of the Annual Bonus for 2024, based on the number of full months employed in such year (*i.e.*, 6 months if employment ends on the Target Date) and actual performance for such year, which shall be paid when other senior executives receive their annual bonuses for such year (and in no event later than March 15, 2025);

(c) a cash payment of \$37,841.94, representing eighteen (18) months of COBRA premiums, which will be paid in a lump sum within three (3) business days after the Release Effective Date; and

(d) vesting of 34,899 restricted stock units (“RSUs”), which were granted to Executive prior to 2024 (and, for the avoidance of doubt, (i) all other unvested RSUs, including those granted in 2024, are forfeited, and all performance stock units are forfeited).

- 4 **No Duplication.** The parties agree that the separation benefits described in this Agreement are in lieu of and in full satisfaction of (and not in addition to) the separation benefits described in Section 5 of the Employment Agreement.
- 5 **Taxes.** All payments pursuant to Section 3 shall be subject to withholding for taxes required by applicable law.
- 6 **Executive’s Obligations.** Nothing herein affects Executive’s obligations under the Employment Agreement that survive the termination of Executive’s employment.
- 7 **Company Execution of Release.** After the Release has been executed by Executive and has become irrevocable by Executive, the Company shall have three (3) business days in which to execute the Release. If the Company does not execute the Release within such time, this Agreement and the Release shall be null and void and of no force or effect.
- 8 **No Admission.** This Agreement and the Release are not an admission by either party of any violation of law or other wrongdoing of any kind.
- 9 **Confidentiality.** The terms of this Agreement are strictly confidential and shall not be disclosed by Executive to anyone except (a) Executive’s spouse, attorneys and tax and financial advisors (each an “Authorized Person”) provided that they agree to treat such information as strictly confidential, or (b) in response to inquiry from a taxing authority or otherwise as required by law. Any disclosure by an Authorized Person shall be deemed a disclosure by Employee.
- 10 **Governing Law.** This Agreement and any disputes or controversies arising hereunder shall be construed and enforced in accordance with and governed by the internal laws of the State of Colorado, without reference to principles of law that would apply the substantive law of another jurisdiction.

IN WITNESS WHEREOF, Executive and the Company have executed this Agreement as of the dates shown below, to be effective as of the Agreement Date.

THE COMPANY:
Noodles & Company

By: /s/ Drew Madsen
Drew Madsen
Chief Executive Officer

Date: June 19, 2024

EXECUTIVE:
Melissa Heidman

/s/ Melissa Heidman
Melissa Heidman

Date: June 18, 2024

Exhibit A:

RELEASE

1. In consideration of the promises made herein and in the Separation Agreement between **Melissa Heidman** (“Executive”) and **Noodles & Company** (“Company”) dated June 18, 2024 (the “Separation Agreement”), Executive, individually and on behalf of her heirs and assigns, hereby releases, waives and discharges Company, and all subsidiary, parent or affiliated companies and corporations, and their present, former or future respective subsidiary, parent or affiliated companies or corporations, and their respective present or former directors, officers, shareholders, trustees, managers, supervisors, employees, partners, attorneys, agents, representatives and insurers, and the respective successors, heirs and assigns of any of the above described persons or entities (hereinafter referred to collectively as “Released Parties”), from any and all claims, causes of action, losses, damages, costs, and liabilities of every kind and character, whether known or unknown (“Claims”), that Executive may have or claim to have, in any way relating to or arising out of, in whole or in part, (a) any event or act of omission or commission occurring on or before the Separation Date (as defined in the Separation Agreement), including Claims arising by reason of the continued effects of any such events or acts, which occurred on or before the Separation Date, or (b) Executive’s employment with Company or the termination of such employment with Company, including but not limited to Claims arising under federal, state, or local laws prohibiting disability, handicap, age, sex, race, national origin, religion, retaliation, or any other form of discrimination, such as the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq.; the Age Discrimination in Employment Act, as amended, 29 U.S.C. §§ 621 et seq.; and Title VII of the 1964 Civil Rights Act, as amended, 42 U.S.C. §§ 2000e et seq.; Claims for intentional infliction of emotional distress, tortious interference with contract or prospective advantage, and other tort claims; and Claims for breach of express or implied contract; with the exception of Employee’s vested rights, if any, under Company retirement plans. Executive hereby warrants that she has not assigned or transferred to any person any portion of any claim that is released, waived and discharged above. Executive understands and agrees that by signing this Release she is giving up her right to bring any legal claim against any Released Party concerning, directly or indirectly, Executive’s employment relationship with the Company, including her separation from employment, and/or any and all contracts between Executive and Company, express or implied. Executive agrees that this legal release is intended to be interpreted in the broadest possible manner in favor of the Released Parties, to include all actual or potential legal claims that Executive may have against any Released Party, except as specifically provided otherwise in this Release. This Release does not cover Claims relating to the validity or enforcement of this Release. Further, Executive has not released any claim for indemnity or legal defense available to her due to her service as a board member, officer or director of the Company, as provided by the certificate of incorporation or bylaws of the Company, or by any applicable insurance policy, or under any applicable corporate law.

2. Executive agrees and acknowledges that she: (i) understands the language used in this Release and the Release’s legal effect; (ii) understands that by signing this Release she is giving up the right to sue the Company for age discrimination; (iii) will receive compensation under the Separation Agreement to which she would not have been entitled without signing this Release; (iv) has been advised by Company to consult with an attorney before signing this Release; and (v) was given no less than forty-five days to consider whether to sign this Release. For a period of seven days after the date Executive signs this Release (the “Signature Date”), Executive may, in her sole discretion, revoke this Release, by delivering a written notice of

revocation to the Board. If Executive revokes this Release within seven calendar days after the Signature Date, this Release shall be void, all actions taken pursuant to this Release shall be reversed, and neither this Release nor the fact of or circumstances surrounding its execution shall be admissible for any purpose whatsoever in any proceeding between the parties, except in connection with a claim or defense involving the validity or effective revocation of this Release. If Executive does not revoke this Release within seven calendar days after the Signature Date, this Release shall be irrevocable by Executive as of the eighth (8th) day after the Signature Date.

3. The Company agrees, to the fullest extent permissible by law, not to make, directly or indirectly, any public or private statements, gestures, signs, signals or other verbal or nonverbal, direct or indirect communications that the Company, using reasonable judgment, should have known would be harmful to or reflect negatively on the Executive or are otherwise disparaging of the Executive. Nothing in this Section 3 shall prohibit either party from truthfully responding to an accusation from the other party or require either party to violate any subpoena or law.

4. The Company hereby releases Executive from any Claim that Company may have or claim to have (whether known or unknown) in any way relating to or arising out of, in whole or in part, (a) any event or act of omission or commission occurring on or before the Separation Date, including Claims arising by reason of the continued effects of any such events or acts, which occurred on or before the Separation Date, or (b) Executive’s employment with Company or the termination of such employment with Company.

5. This Release shall be effective on the date the Company executes this Release (the “Release Effective Date”).

IN WITNESS WHEREOF, the Company and Executive have executed this Release on the dates set forth below.

THE COMPANY:
Noodles & Company

EXECUTIVE:
Melissa Heidman

By: /s/ Drew Madsen
Drew Madsen
Chief Executive Officer

 /s/ Melissa Heidman
Melissa Heidman

Date: _____

Date: _____