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**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 28, 2023

**RCI HOSPITALITY HOLDINGS, INC.**

(Exact Name of Registrant as Specified in Its Charter)

Texas  
(State or Other Jurisdiction  
of Incorporation)

001-13992  
(Commission  
File Number)

76-0458229  
(IRS Employer  
Identification No.)

10737 Cutten Road  
Houston, Texas 77066  
(Address of Principal Executive Offices, Including Zip Code)

(281) 397-6730  
(Issuer'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))

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, \$0.01 par value	RICK	The Nasdaq Global 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.

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**ITEM 5.02 DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATION ARRANGEMENTS OF CERTAIN OFFICERS.**

(e) On August 28, 2023, we granted Travis Reese, our Executive Vice President and Secretary, a cash bonus of \$25,000.

On August 28, 2023, we agreed to enter into a new two-year employment agreement with Bradley Chhay, our Chief Financial Officer, under which Mr. Chhay's annual salary will increase to \$600,000. The new agreement's term commences on August 28, 2023 and will end on August 31, 2025. Mr. Chhay's previous employment agreement concurrently terminated on August 28, 2023. The new employment agreement with Mr. Chhay is identical all respects to his previous employment agreement, other than changes to his salary and term, as described above, and accordingly provides for bonus eligibility, expense reimbursement, health benefits, participation in our benefit plans, use of a company-owned automobile, access to company-owned aircraft (subject to the terms and conditions of our corporate aircraft policy), and two weeks paid vacation annually. Under the terms of the new agreement, he will also continue to be bound to a confidentiality provision and cannot compete with us for a period upon termination of the agreement. A copy of the new employment agreement is included as Exhibit 10.1 to this current report.

**ITEM 5.07 SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS.**

On August 28, 2023, we held our Annual Meeting of Stockholders at our corporate offices located at 10737 Cutten Road, Houston, Texas 77066, for the following purposes:

- (1) To elect six directors, including Eric S. Langan, Travis Reese, Luke Lirot, Yura Barabash, Elaine J. Martin, and Arthur Allan Priaulx;
- (2) To ratify the appointment of Marcum LLP as our independent registered public accounting firm for the fiscal year ending September 30, 2023;
- (3) To approve a non-binding advisory resolution on executive compensation;
- (4) To vote on whether advisory votes on executive compensation should occur every one, two, or three years;

And to transact such other business as may properly come before the meeting.

Based on the votes received in person and by proxy, all of the above-named director nominees were elected, the appointment of Marcum LLP was ratified, the non-binding advisory resolution on executive compensation was approved, and the stockholders voted to hold advisory votes on executive compensation every year. There were no other matters presented for action at the Annual Meeting.

The exact results of the stockholder vote are as follows:

Total Shares of Common Stock Outstanding as of the Record Date, July 3, 2023:	9,430,225
Total Voting Shares Present Either by Proxy or in Person of Common Stock:	7,644,294

Item 1: Election of Directors

	FOR	WITHHELD
Eric S. Langan	3,267,707	420,985
Travis Reese	3,573,096	115,596
Luke Lirot	2,208,564	1,480,128
Yura Barabash	1,946,655	1,742,037
Elaine J. Martin	2,110,610	1,578,082
Arthur Allan Priaulx	2,107,745	1,580,947

Additionally, there was a total of 3,955,602 broker non-votes for the election of directors.

Item 2: Ratification of appointment of Marcum LLP as independent registered public accounting firm for fiscal year ending September 30, 2023

Votes for:	7,574,483
Votes against:	37,325
Votes abstained:	32,486

Item 3: Approval of non-binding advisory resolution on executive compensation

Votes for:	3,526,934
Votes against:	149,316
Votes abstained:	12,442

Additionally, there was a total of 3,955,602 broker non-votes for approval of the non-binding advisory resolution on executive compensation.

Item 4: Vote on an advisory basis on the frequency of the advisory votes on executive compensation

One year:	1,940,557
Two years:	1,364,327
Three years:	369,459
Votes abstained:	14,349

Additionally, there was a total of 3,955,602 broker non-votes for whether the advisory votes on executive compensation should occur every one, two, or three years.

The Board of Directors held a meeting on August 28, 2023, immediately after the Annual Meeting of Stockholders. In light of the stockholder vote above to include advisory votes on executive compensation in our proxy materials every year, our Board of Directors decided that future advisory votes on named executive officer compensation will continue to be held every year until the next stockholder advisory vote on the frequency of such votes, which in accordance with applicable regulations, will occur no later than our Annual Meeting held in 2029.

**ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS**

(d) Exhibits

Exhibit Number	Description
10.1	<a href="#">Employment Agreement of Bradley Chhay</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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.

RCI HOSPITALITY HOLDINGS, INC.

Date: August 30, 2023

By: /s/ Eric Langan  
Eric Langan  
President and Chief Executive Officer

## EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”), is effective as of August 28, 2023, by and between **RCI HOSPITALITY HOLDINGS, INC.**, a Texas corporation (the “Company”), and **BRADLEY CHHAY** (the “Executive”).

### WITNESSETH:

WHEREAS, the Company desires to employ Executive as provided herein, and Executive desires to accept such employment; and

WHEREAS, the Company and Executive entered into an Employment Agreement effective July 1, 2021 (the “July 2021 Agreement”), which was replaced and superseded in its entirety by an Employment Agreement dated as of September 1, 2022 (the “September 2022 Agreement”); and

WHEREAS, the Company and Executive desire that the September 2022 Agreement be replaced and superseded in its entirety by this Agreement whereby the September 2022 Agreement will be of no force and effect as of the effective date of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Employment.** Company hereby employs Executive and Executive hereby accepts employment with Company upon the terms and conditions hereinafter set forth.

2. **Duties.** Subject to the power of the Board of Directors of Company to elect and remove officers, Executive will serve the Company as its Chief Financial Officer and will faithfully and diligently perform the services and functions relating to such office or otherwise reasonably incident to such office, provided that all such services and functions will be reasonable and within Executive’s area of expertise. Executive will, during the term of this Agreement (or any extension thereof), devote his full business time, attention and skills and best efforts to the promotion of the business of Company. The foregoing will not be construed as preventing Executive from making investments in other businesses or enterprises provided that (a) Executive agrees not to become engaged in any other business activity that interferes with his ability to discharge his duties and responsibilities to the Company and (b) Executive does not violate any other provision of this Agreement.

3. **Term.** Subject to the terms and conditions hereof, the term of employment of Executive will commence on August 28, 2023 (the “Commencement Date”) and will end on August 31, 2025, unless earlier terminated by either party pursuant to the terms hereof. The term of this Agreement is referred to herein as the “Term.”

#### 4. **Compensation and Benefits During the Employment Term.**

(a) *Salary.* Commencing on the first full pay period immediately subsequent to the Commencement Date, Executive will be paid an annual base salary of \$600,000 for the entire Term, payable bi-weekly (the “Salary”). At any time and from time to time the Salary may be increased for the remaining portion of the Term if so

determined by the Board of Directors of Company after a review of Executive's performance of his duties hereunder.

- (b) *Bonus*. As further compensation, Executive will be eligible for bonuses as determined from time to time by the Board of Directors.
- (c) *Expenses*. Upon submission of a detailed statement and reasonable documentation, Company will reimburse Executive in the same manner as other executive officers for all reasonable and necessary or appropriate out-of-pocket travel and other expenses incurred by Executive in rendering services required under this Agreement.
- (d) *Benefits; Insurance*.
  - (i) Medical, Dental and Vision Benefits. During the Term, Executive and his dependents will be entitled to receive such group medical, dental and vision benefits as Company may provide to its other executives, provided such coverage is reasonably available, or be reimbursed if Executive is carrying his own similar insurance.
  - (ii) Benefit Plans. The Executive will be entitled to participate in any benefit plan or program of the Company which may currently be in place or implemented in the future.
  - (iii) Use of Automobile. Executive will be provided a Company-owned automobile that Executive may use for both business and personal travel.
  - (iv) Use of Aircraft. Executive may be provided access to Company-owned aircraft which Executive may use for both business and personal travel, subject to and conditioned on the terms and conditions of the Company's Corporate Aircraft Policy, which policy may be changed by the Board of Directors at its sole discretion.
  - (v) Other Benefits. During the Term, Executive will be entitled to receive, in addition to and not in lieu of base salary, bonus or other compensation, such other benefits and normal perquisites as Company currently provides or such additional benefits as Company may provide for its executive officers in the future.
- (e) *Vacation*. Executive will be entitled to two weeks paid vacation each year of this Agreement.

## 5. Confidentiality and Non-Competition.

- (a) *Confidentiality*. In the course of the performance of Executive's duties hereunder, Executive recognizes and acknowledges that Executive may have access to certain confidential and proprietary information of Company or any of its affiliates. Without the prior written consent of Company, Executive shall not disclose any such confidential or proprietary information to any person or firm, corporation, association, or other entity for any reason or purpose whatsoever, and shall not use such information, directly or indirectly, for Executive's own behalf or on behalf of any other party. Executive agrees and affirms that all such information is the sole property of Company and that at the termination and/or expiration of this Agreement, at Company's written request, Executive

shall promptly return to Company any and all such information so requested by Company.

The provisions of this Section 5 shall not, however, prohibit Executive from disclosing to others or using in any manner information that:

- (i) has been published or has become part of the public domain other than by acts, omissions or fault of Executive;
  - (ii) has been furnished or made known to Executive by third parties (other than those acting directly or indirectly for or on behalf of Executive) as a matter of legal right without restriction on its use or disclosure;
  - (iii) was in the possession of Executive prior to obtaining such information from Company in connection with the performance of this Agreement; or
  - (iv) is required to be disclosed by law.
- (b) *Non-Competition.* Executive agrees that he will not, for himself, on behalf of, or in conjunction with any person, firm, corporation or entity, either as principal, employee, shareholder, member, director, partner, consultant, owner or part-owner of any corporation, partnership or any other type of business entity, directly or indirectly, own, manage, operate, control, be employed by, participate in, or be connected in any manner with the ownership, management, operation, or control of any establishment which either:
- (i) has live female nude or semi-nude entertainment or is in any business similar to or competitive with the female entertainment business presently conducted by the Company, or any of its affiliates; and/or
  - (ii) sells alcohol for consumption on site;

anywhere in the United States within 50 miles of any business of the Company or its affiliate, or any business of the Company or its affiliate under construction, under contract, in development or leased by or to the Company or its affiliate, for a period of two years (the "Non-Compete Period") from the termination of this Agreement. However, in the event of the termination of Executive's employment pursuant to Section 7(d) or 7(f), the Non-Compete Period shall be six months.

Executive agrees not to hire, solicit or attempt to solicit for employment by Executive or any company to which he may be involved, either directly or indirectly, any party who is an employee or independent contractor of the Company or any entity which is affiliated with the Company, or any person who was an employee or independent contractor of the Company or any entity which is affiliated with the Company within the two-year period immediately following the termination of this Agreement.

Executive acknowledges that he has carefully read and considered all provisions of this Agreement and agrees that:

- (i) Due to the nature of the Company's business, the foregoing covenants place no greater restraint upon Executive than is reasonably necessary to protect the business and goodwill of the Company;

- (ii) These covenants protect the legitimate interests of the Company and do not serve solely to limit the Company's future competition;
  - (iii) This Agreement is not an invalid or unreasonable restraint of trade;
  - (iv) A breach of these covenants by Executive would cause irreparable damage to the Company;
  - (v) These covenants are reasonable in scope and are reasonably necessary to protect the Company's business and goodwill which the Company has established through its own expense and effort; and
  - (vi) The signing of this Agreement is necessary as part of the consummation of the transactions described in the preamble.
- (c) *Work Product.* All work product of Executive is the sole property of the Company. Work product of Executive includes but is not limited to any and all discoveries, inventions, ideas, concepts, research, information, processes, software development, products, techniques, methods and improvements or parts thereof conceived, developed, or otherwise made by Executive alone or jointly with others during the period of his employment with the Company, and in any way relating to the present or proposed products, services and/or operations of the Company, whether or not patentable or subject to copyright or trademark protection, whether or not made during Executive's regular working hours, and whether or not made on the Company premise.
6. **Indemnification.** The Company shall to the full extent permitted by law or as set forth in the Articles of Incorporation and the Bylaws of the Company, indemnify, defend and hold harmless Executive from and against any and all claims, demands, liabilities, damages, losses and expenses (including reasonable attorney's fees, court costs and disbursements) arising out of the performance by him of his duties hereunder except in the case of his willful misconduct.
7. **Termination.** This Agreement and the employment relationship created hereby will terminate (i) upon the death or disability of Executive under section 7(a) or 7(b), respectively; (ii) with cause under Section 7(c); (iii) for good reason under Section 7(d); (iv) upon the voluntary termination of employment by Executive under Section 7(e); or (v) without cause under Section 7(f).
- (a) *Disability.* The Company shall have the right to terminate the employment of the Executive under this Agreement for disability in the event Executive suffers an injury, illness, or incapacity of such character as to substantially disable him from performing his duties without reasonable accommodation by the Company hereunder for a period of more than one hundred eighty (180) consecutive days upon the Company giving at least thirty (30) days written notice of termination.
  - (b) *Death.* This Agreement will terminate on the Death of the Executive.
  - (c) *With Cause.* The Company may terminate this Agreement at any time because of (i) Executive's material breach of any term of the Agreement, (ii) the determination by the Board of Directors in the exercise of its reasonable judgment that Executive has committed an act or acts constituting a felony or other crime involving moral turpitude, dishonesty or theft or fraud; or (iii)

Executive's gross negligence in the performance of his duties hereunder, provided, in each case, however, that the Company shall not terminate this Agreement pursuant to this Section 7(c) unless the Company shall first have delivered to the Executive, a notice which specifically identifies such breach or misconduct and the executive shall not have cured the same within fifteen (15) days after receipt of such notice.

(d) *Good Reason.* The Executive may terminate his employment for "Good Reason" if:

- (i) he is assigned, without his express written consent, any duties materially inconsistent with his positions, duties, responsibilities, or status with the Company as of the date hereof, or a change in his reporting responsibilities or titles as in effect as of the date hereof; provided, however, that Executive must provide the Company with written notice of his dispute of such re-assignment of duties or change in his reporting responsibilities under this Section 7(d)(i) and give the Company opportunity to cure such inconsistency. If such dispute is not resolved within thirty (30) days, the Company shall submit such dispute to arbitration under Section 14.
- (ii) his compensation is reduced;
- (iii) the Company does not pay any material amount of compensation due hereunder and then fails either to pay such amount within the ten (10) day notice period required for termination hereunder or to contest in good faith such notice. Further, if such contest is not resolved within thirty (30) days, the Company shall submit such dispute to arbitration under Section 14.

(e) *Voluntary Termination.* The Executive may terminate his employment voluntarily.

(f) *Without Cause.* The Company may terminate this Agreement without cause.

**8. Obligations of Company Upon Termination.**

- (a) In the event of the termination of Executive's employment pursuant to Section 7 (a), (b), (c) or (e), Executive will be entitled only to the compensation earned by him hereunder as of the date of such termination (plus life insurance or disability benefits if applicable and provided for pursuant to Section 4(d)).
- (b) In the event of the termination of Executive's employment pursuant to Section 7 (d), Executive will be entitled to receive, if successful in arbitration under Section 14, in one lump sum payment the full remaining amount under the Term of this Agreement to which he would have been entitled had this Agreement not been terminated.
- (c) In the event of the termination of Executive's employment pursuant to Section 7 (f), Executive will be entitled to receive in one lump sum payment the full remaining amount under the Term of this Agreement to which he would have been entitled had this Agreement not been terminated.

9. **Waiver of Breach.** The waiver by any party hereto of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by any party.

10. **Costs.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which he or it may be entitled.

11. **Notices.** Any notices, consents, demands, requests, approvals and other communications to be given under this Agreement by either party to the other will be deemed to have been duly given if given in writing and personally delivered or within two days if sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

If to Company: RCI Hospitality Holdings, Inc.  
10737 Cutten Road  
Houston, Texas 77066  
Attention: Eric Langan, Chief Executive Officer

If to Executive: Bradley Chhay  
10737 Cutten Road  
Houston, Texas 77066

Notices delivered personally will be deemed communicated as of actual receipt.

12. **Entire Agreement.** This Agreement and the agreements contemplated hereby constitute the entire agreement of the parties regarding the subject matter hereof, and supersede all prior agreements and understanding, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

13. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during this Agreement, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof; and the remaining provisions hereof will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

14. **Arbitration.** If a dispute should arise regarding this Agreement the parties agree that all claims, disputes, controversies, differences or other matters in question arising out of this relationship shall be settled finally, completely and conclusively by arbitration in Houston, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Rules"). The governing law of this Agreement shall be the substantive law of the State of Texas, without giving effect to conflict of laws. A decision of the arbitrator shall be final, conclusive and binding on the Company and Executive. Any arbitration held in accordance with this paragraph shall be private and confidential and no person shall be entitled to attend the hearings except the arbitrator, Executive, Executive's attorneys, a representative of the Company, the Company's attorneys, and advisors to or witnesses for any party. The matters submitted to arbitration, the hearings and proceedings and the arbitration award shall be kept and maintained in the strictest confidence by Executive and the Company and shall not be

discussed, disclosed or communicated to any persons except as may be required for the preparation of expert testimony. On request of any party, the record of the proceeding shall be sealed and may not be disclosed except insofar, and only insofar, as may be necessary to enforce the award of the arbitrator and any judgement enforcing an award. The prevailing party shall be entitled to recover reasonable and necessary attorneys' fees and costs from the non-prevailing party and the determination of such fees and costs and the award thereof shall be included in the claims to be resolved by the arbitrator hereunder.

15. **Captions.** The captions in this Agreement are for convenience of reference only and will not limit or otherwise affect any of the terms or provisions hereof.

16. **Gender and Number.** When the context requires, the gender of all words used herein will include the masculine, feminine and neuter and the number of all words will include the singular and plural.

17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument, but only one of which need be produced.

18. **Company Authorization.** The Company represents that the Board of Directors has approved this Agreement.

[Signature page follows]

