

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): May 9, 2024

FULL HOUSE RESORTS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-32583
(Commission
File Number)

13-3391527
(I.R.S. Employer
Identification No.)

One Summerlin
1980 Festival Plaza Drive, Suite 680
Las Vegas, Nevada
(Address of principal executive offices)

89135
(Zip Code)

Registrant's telephone number, including area code: **(702) 221-7800**

N/A

(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))

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, \$0.0001 par value per share	FLL	The Nasdaq Stock Market LLC

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 Principal Officers; Election of Directors; Appointment of Principal Officers; Compensatory Arrangements of Certain Officers

On May 9, 2024, Full House Resorts, Inc. (the “Company”) entered into a First Amendment to Employment Agreement (the “Amendment”) with John Ferrucci, which amends the Employment Agreement dated April 11, 2022 between the Company and Mr. Ferrucci (the “Employment Agreement”). Pursuant to the Amendment, Mr. Ferrucci will continue to serve as the Company’s Chief Operating Officer until April 11, 2025, and thereafter, shall be engaged as an independent contractor for a period of one year ending on April 11, 2026. As a result of the Amendment, Mr. Ferrucci has provided the Company with notice of his intent to retire from his position as the Company’s Chief Operating Officer, effective on April 11, 2025.

Except as set forth in the Amendment, the Employment Agreement is unaffected and shall continue in full force and effect in accordance with its terms. Pursuant to the Amendment, Mr. Ferrucci and the Company shall enter into a separate consulting agreement describing the terms and conditions of Mr. Ferrucci’s engagement as an independent contractor prior to the expiration of the Employment Agreement. It is expected that Mr. Ferrucci will provide services to the Company under the consulting agreement similar to those performed during the term of the Employment Agreement. During the term of the consulting agreement, Mr. Ferrucci will receive a consulting fee equal in gross amount to his annual base salary under the Employment Agreement. Mr. Ferrucci will also be entitled to receive other benefits during his engagement as an independent contractor as provided in the Amendment.

A copy of the Amendment is filed with this Form 8-K and attached hereto as Exhibit 10.1. The foregoing description of the Amendment is qualified in its entirety by reference to the full text of the Amendment, which is incorporated herein by reference.

Item 5.07 Submission of Matters to a Vote of Security Holders

On May 9, 2024, the Company held its Annual Meeting of Stockholders (the “Annual Meeting”). A total of 27,145,548 shares (78.5% of shares outstanding as of the record date) of the Company’s common stock were present or represented by proxy at the Annual Meeting. The results of stockholder voting on the three proposals presented were as follows:

Proposal 1 – Stockholders elected the following eight directors nominated by the board of directors (the “Board”), to serve until the 2025 annual meeting of stockholders or until their successors are duly elected and qualified:

Director Nominee	For	Against	Abstain	Broker Non-Votes
Carl G. Braunlich	16,796,967	157,177	89,264	10,102,140
Lewis A. Fanger	16,824,132	203,158	16,118	10,102,140
Eric J. Green	16,911,974	114,886	16,548	10,102,140
Lynn M. Handler	16,888,882	140,572	13,954	10,102,140
Michael A. Hartmeier	16,362,775	663,969	16,664	10,102,140
Daniel R. Lee	16,936,369	100,861	6,178	10,102,140
Kathleen M. Marshall	15,340,070	1,697,176	6,162	10,102,140
Michael P. Shaunnessy	16,944,358	82,747	16,303	10,102,140

Proposal 2 – Stockholders ratified the appointment of Deloitte & Touche LLP as the Company’s independent registered public accounting firm for 2024:

For	Against	Abstain	Broker Non-Votes
26,234,663	876,292	34,593	—

Proposal 3 – Stockholders approved, on an advisory basis, the Company’s named executive officer compensation as disclosed in the 2024 proxy statement:

For	Against	Abstain	Broker Non-Votes
16,422,879	499,344	121,185	10,102,140

**Item 8.01 Other
Events**

At the Annual Meeting, Kenneth R. Adams retired from the Board and, as a result, the composition of the audit committee and compliance committee of the Board were changed. Effective immediately, the audit committee now consists of Michael Shaunnessy, Kathleen Marshall, and Carl Braunlich, with Mr. Shaunnessy continuing to serve as its chair. Effective immediately, the compliance committee now consists of Lynn Handler, Carl Braunlich, Daniel Lee and Kathleen Marshall, with Ms. Handler continuing to serve as its chair.

**Item 9.01 Financial Statements and
Exhibits**

(d) Exhibits

No.	Description
10.1	First Amendment to Employment Agreement, dated May 9, 2024, between Full House Resorts, Inc. and John Ferrucci
104	Cover Page Interactive Data File - the cover page XBRL tags are 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.

Full House Resorts, Inc.

Date: May 14, 2024

/s/ Lewis A. Fanger

Lewis A. Fanger, Senior Vice President, Chief Financial Officer & Treasurer

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to the Employment Agreement (the "**First Amendment**") is made and entered into as of the 9th day of May 2024, (the "**Effective Date**") by and between John Ferrucci (the "**Executive**") and Full House Resorts, Inc., a Delaware corporation (the "**Company**").

Capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Employment Agreement (as defined below).

WHEREAS, the Executive and the Company entered into an Employment Agreement effective April 11, 2022 (the "**Employment Agreement**"), the term of which will expire April 11, 2025, unless terminated earlier under the Employment Agreement (the "**Term**");

WHEREAS, the Executive and the Company desire to amend the Employment Agreement to reflect certain agreements between the parties as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, promises and obligations set forth herein, the parties agree as follows:

1. Expiration of Term. In the event that (a) the Employment Agreement has not been terminated, (b) the Executive has continued to perform all duties required pursuant to the Employment Agreement, and (c) the Executive has not resigned as an employee (collectively, "**Good Standing Employment**"), the Executive's employment shall terminate upon expiration of the Term, April 11, 2025. In consideration of Good Standing Employment remaining in effect on April 11, 2025, the Company and the Executive agree that Executive shall be engaged to perform consulting services to the Company as an independent contractor for a period of one (1) year beginning on the expiration of the Term, and ending on April 11, 2026 (the "**Consultant Term**"), under such terms and conditions (as described in Section 2 hereof) ("**Consultant Services**") to be set forth in a Consulting Agreement ("**Consultant Agreement**") to be entered into on or before the commencement of the Consultant Term.

2. Consultant Services. The parties agree to enter into a Consultant Agreement with mutually agreeable terms and conditions to include, but not be limited to, the following terms:

2.1 Executive shall provide to the Company the Consultant Services, which services and duties will be similar to those performed during the Term of the Employment Agreement, on an as-needed and on-call basis for the Consultant Term, except that Executive will no longer be an officer of the Company or any subsidiary and such duties will be appropriately modified to those customary for an independent contractor consultant.

2.2 Executive shall receive a consulting fee as an independent contractor, equal in gross amount to the annual Base Salary under the Employment Agreement, payable on a monthly basis during the Consultant Term. Executive will be solely responsible for all state and federal income tax obligations during the Consultant Term, and the Executive and the Company agree that Section 9.17 of the Employment Agreement shall continue to apply.

2.3 Service by the Employee during the Consultant Term shall constitute "Continuous Service" with the Company under the Equity Plan for purposes of any equity compensation awarded to Employee during the Term of the Executive's Employment Agreement, in all cases subject to the terms and conditions of the Equity Plan.

2.4 During the Consultant Term, Executive shall receive only the benefits set forth under the terms of the Employment Agreement Section 6.5.3(c), and no other Executive Benefits shall otherwise be due or payable.

2.5 Company, may, in its sole discretion, assign the Consultant Agreement to a third party, wherein such third-party shall assume and be bound by the terms and conditions of the Consultant Agreement.

3. Other Provisions. During the Consultant Term, Executive shall be subject to and shall comply in all respects with Article 7 of the Employment Agreement. Notwithstanding the foregoing, the one (1) year Covenant Not To Compete under Section 7.3 of the Employment Agreement shall expire on the later to occur of (a) one (1) year after the Term of the Employment Agreement, or (b) the termination or other expiration of the Consultant Term.

4. Effect of Amendment. Except as set forth in this First Amendment, the Employment Agreement is unaffected and shall continue in full force and effect in accordance with its terms. Whether or not specifically amended by this First Amendment, all of the terms and provisions of the Agreement are hereby amended to the extent necessary to give effect to the purpose and intent of this First Amendment. In the event of any conflict between this First Amendment and the Agreement, the terms of this First Amendment will prevail.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.
FULL HOUSE RESORTS, INC.

By: /s/ Daniel R. Lee
Name: Daniel R. Lee
Title: President and CEO

EXECUTIVE

/s/ John Ferrucci
John Ferrucci
