

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 29, 2026

Portillo's

PORTILLO'S INC.

(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization) **001-40951** (Commission File Number) **87-1104304** (I.R.S. Employer Identification No.)

2001 Spring Road, Suite 400, Oak Brook, Illinois 60523

(Address of principal executive offices)

(630) 954-3773

(Registrant's telephone number, including area code)

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 (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	Trading Symbol	Name of each exchange on which registered
Class A Common Stock, \$0.01 par value per share	PTLO	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.

Amendment to Interim Chief Financial Officer's Agreement

On June 29, 2026, Portillo's Inc. (the "Company") entered into Amendment No. 1 (the "Amendment") to the independent contractor agreement between Pamela Smith and the Company, dated May 20, 2026 (the "Agreement"), pursuant to which Ms. Smith serves as Interim Chief Financial Officer and principal accounting officer.

The Amendment extends the term of Ms. Smith's service as Interim Chief Financial Officer through the earlier to occur of (i) December 31, 2026 or (ii) the appointment of a permanent Chief Financial Officer of the Company. In addition, effective as of June 29, 2026, the Company designated Ms. Smith to serve as Treasurer of the Company during the term of her engagement as Interim Chief Financial Officer, with such duties and authority as are customary for such role and subject to the Company's delegation of authority policy.

Other than the foregoing, the material terms of the Agreement, including Ms. Smith's compensation and responsibilities, remain unchanged. There are no transactions between Ms. Smith and the Company that would require disclosure under Item 404(a) of Regulation S-K, other than as previously disclosed.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, a copy of which the Company intends to file as an exhibit to its next periodic report with the Securities and Exchange Commission.

Item 7.01. Regulation FD Disclosure.

Exhibit 99.1 shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 (the "Exchange Act") or otherwise subject to the liabilities under that Section and shall not be deemed to be incorporated by reference into any filing of the Registrant under the Securities Act of 1933 or the Exchange Act.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	Amendment to Independent Contractor Agreement, dated as of June 29, 2026.
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, thereto duly authorized.

Portillo's Inc.
(Registrant)

Date: June 30, 2026

By: /s/ Kelly M. Kaiser
Kelly M. Kaiser
General Counsel and Secretary

PORTILLO'S HOT DOGS, LLC
AMENDMENT TO CONSULTING AGREEMENT

This Amendment to Consulting Agreement (“Amendment”), made in connection with the position of Portillo’s Interim Chief Financial Officer, is entered into as of June 29, 2026, (the “Amendment Effective Date”), by and between Portillo’s Hot Dogs, LLC, a Delaware limited liability company (“Portillo’s” or the “Company”), and Pamela F. Smith, via PF Smith Consulting LLC (“Consultant”). The Company and Consultant are each referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Parties entered into that certain Consulting Agreement, dated as of May 20, 2026 (the “Agreement”), pursuant to which Consultant agrees to serve as the Company’s Interim Chief Financial Officer;

WHEREAS, Section 5 of the Agreement provides that the Term shall continue until the earlier of the appointment of a permanent Chief Financial Officer or approximately six (6) weeks from the Effective Date, i.e., July 1, 2026, and that the Term may be extended by the Parties upon mutual written agreement;

WHEREAS, the Parties desire to extend the Term on the terms and conditions set forth herein; and

WHEREAS, Section 14 of the Agreement provides that any modification or amendment of any provision of the Agreement shall be effective only if in writing and signed by both Parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Services; Treasurer Designation.

Section 1 (Services) of the Agreement is hereby deleted in its entirety and replaced with the following:

Consultant shall serve as Company’s Interim Chief Financial Officer and Treasurer, reporting to the Company’s Chief Executive Officer, and will have responsibility for helping stabilize and lead the Finance function during the Company’s transition to a permanent Chief Financial Officer. Consultant shall provide the services described in Exhibit A (“Services”) during the Term.

2. Exhibit A. The following shall be added to Exhibit A:

10. Serve as Treasurer of the Company, holding customary authority and responsibilities, including the authority to execute and deliver appropriate documents and instruments on behalf of and as requested by the Company, subject to the Company's Delegation of Authority policy.

3. **Extension of Term.** The first paragraph of Section 5 (Term; Termination) of the Agreement is hereby deleted in its entirety and replaced with the following:

The term ("Term") shall continue until the earlier to occur of (a) December 31, 2026 or (b) the appointment of a permanent Chief Financial Officer of the Company. The Term may be extended by the parties upon mutual written agreement. Either party may terminate this Agreement upon thirty (30) days' written notice, or immediately for cause. In the event of termination, Company shall pay Consultant the pro rata fees earned through the effective date of termination and no other fees shall be owed.

4. **No Other Changes.** Except as expressly modified by this Amendment, all other terms and conditions of the Agreement, including without limitation the compensation, reporting, confidentiality, Section 16 officer designation, independent contractor, indemnification, and governing law provisions, shall remain in full force and effect and are hereby ratified and confirmed by the Parties.
5. **Defined Terms.** Capitalized terms used but not otherwise defined in this Amendment shall have the meanings ascribed to them in the Agreement.
6. **Governing Law.** This Amendment shall be governed by, and construed in accordance with, the laws of the State of Illinois, consistent with Section 13 of the Agreement.

Counterparts; Electronic Signatures. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures delivered by electronic means (including PDF or Adobe Sign) shall be deemed original signatures for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Amendment Effective Date.

PORTILLO'S HOT DOGS, LLC

By: /s/ Jill Waite

Name: Jill Waite

Title: Chief People Officer

PF SMITH CONSULTING LLC

By: /s/ Pamela F. Smith

Pamela F. Smith