

Washington, D.C. 20549

CURRENT REPORT

Date of Report (Date of earliest event reported): October 28, 2025

(Exact name of registrant as specified in its charter)

(Former name or former address, if changed since last report)

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

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.

Departure of Director

On October 29, 2025, director Richard Sullivan informed the Board of Directors (the “Board”) of Floor & Decor Holdings, Inc. (the “Company”) that he will retire from the Board at the end of his current term and will not stand for re-election at the Company’s 2026 annual meeting of stockholders. Mr. Sullivan’s decision was not a result of any disagreement with the Company or any matter related to the Company’s operations, policies, or practices.

Appointment of Chief Executive Officer and Director

On October 29, 2025, the Board appointed Bradley S. Paulsen to serve as the Chief Executive Officer (“CEO”) and as a member of the Board, effective as of December 26, 2025, the first day of the Company’s 2026 fiscal year (the “Transition Date”).

The information relating to Mr. Paulsen required to be reported under Items 401(b) and (c) of Regulation S-K is disclosed in the definitive proxy statement filed by the Company with the U.S. Securities and Exchange Commission, dated March 24, 2025, in the section titled “Executive Officers,” which is incorporated herein by reference.

In connection with his appointment, the Company and Mr. Paulsen entered into an amended and restated employment agreement, effective as of the Transition Date, pursuant to which Mr. Paulsen will receive (i) an annual base salary of \$1,000,000, and (ii) a target annual bonus of 125% of his base salary, in each case effective as of the Transition Date. The terms of his existing employment agreement continue to apply for any compensation paid or earned in fiscal 2025. No equity awards have been awarded to Mr. Paulsen in connection with the Transition. The employment agreement has a term of four years, with annual renewal for an additional year unless either party provides at least 90 days’ notice of non-renewal.

Mr. Paulsen’s employment agreement provides that if he is terminated by the Company without cause or due to Company non-renewal of the employment agreement, or if he resigns for good reason, he will receive severance in the form of (i) 24-months’ salary continuation; (ii) any unpaid annual cash incentive bonus from the prior completed fiscal year; (iii) the annual cash incentive bonus for the current fiscal year, based on the Company’s performance against the performance metrics set by the Compensation Committee of the Board (the “Compensation Committee”), pro-rated based on the date of termination and payable at the same time that it is paid to other executives; and (iv) payment of the Company portion of his health care premiums for 24 months. If any such termination occurs within 12 months of a change in control, Mr. Paulsen will also receive, in addition to the amounts listed above, two times his target bonus for the year of termination. If Mr. Paulsen’s employment terminates due to disability, he will receive any unpaid annual cash incentive bonus from the prior completed fiscal year, and the annual cash incentive bonus for the current fiscal year, based on the Company’s performance against the performance metrics set by the Compensation Committee, pro-rated based on the date of termination and payable at the same time that it is paid to other executives. All such payments are subject to Mr. Paulsen’s or his legal guardian’s execution and non-revocation of a waiver and release of claims in favor of the Company.

If Mr. Paulsen’s employment terminates due to death, his estate will receive any unpaid annual cash incentive bonus from the prior completed fiscal year and the annual cash incentive bonus for the current fiscal year, based on target performance, pro-rated based on the date of termination.

Mr. Paulsen’s employment agreement also contains certain non-compete and non-solicitation restrictions applicable to Mr. Paulsen while employed and for two years after termination of employment. In addition, Mr. Paulsen is subject to confidentiality and non-disparagement restrictions.

Mr. Paulsen was not appointed pursuant to any arrangement or understanding between him and any other person. Mr. Paulsen does not have any family relationships with any director or executive officer of the Company, and there are no transactions in which Mr. Paulsen has a direct or indirect material interest requiring disclosure under Item 404(a) of Regulation S-K.

CEO Transition to Executive Chair of the Board

On October 29, 2025, the Board appointed Thomas V. Taylor as Executive Chair of the Board (“Executive Chair”), effective as of the Transition Date. Mr. Taylor will continue to serve as CEO until the Transition Date.

In connection with Mr. Taylor’s appointment as Executive Chair, the Company and Mr. Taylor entered into a third amended and restated employment agreement, effective as of the Transition Date, pursuant to which Mr. Taylor will receive (i) an annual

base salary of \$800,000, and (ii) a target annual bonus of 100% of his base salary, in each case effective as of the Transition Date. The terms of his existing employment agreement continue to apply for any compensation paid or earned in fiscal 2025. No equity awards have been awarded to Mr. Taylor in connection with the Transition. The employment agreement has a term of one year, with annual renewal for an additional year unless either party provides 60 days' notice of non-renewal.

Mr. Taylor's employment agreement provides that if he is terminated by the Company without cause, he will receive severance in the form of (i) salary continuation for the remainder of the current term of the agreement; (ii) any unpaid annual cash incentive bonus from the prior completed fiscal year; (iii) the annual cash incentive bonus for the current fiscal year, based on the Company's performance against the performance metrics set by the Compensation Committee, pro-rated based on the date of termination and payable at the same time that it is paid to other executives; and (iv) payment of the Company portion of his health care premiums for the remainder of the current term of the agreement. If any such termination occurs (or if Mr. Taylor terminates employment for good reason) within 12 months of a change in control, Mr. Taylor will receive the amounts provided above and two times his target bonus for the year of termination. If Mr. Taylor's employment terminates due to disability, he will receive any unpaid annual cash incentive bonus from the prior completed fiscal year, and the annual cash incentive bonus for the current fiscal year, based on the Company's performance against the performance metrics set by the Compensation Committee, pro-rated based on the date of termination and payable at the same time that it is paid to other executives. All such payments are subject to Mr. Taylor's or his legal guardian's execution and non-revocation of a waiver and release of claims in favor of the Company.

If Mr. Taylor's employment terminates due to death, his estate will receive any unpaid annual cash incentive bonus from the prior completed fiscal year and the annual cash incentive bonus for the current fiscal year, based on target performance, pro-rated based on the date of termination.

Mr. Taylor's employment agreement also contains certain non-compete and non-solicitation restrictions applicable to Mr. Taylor while employed and for two years after termination of employment. In addition, Mr. Taylor is subject to confidentiality and non-disparagement restrictions.

Mr. Taylor was not appointed pursuant to any arrangement or understanding between him and any other person. Mr. Taylor does not have any family relationships with any director or executive officer of the Company. The information relating to Mr. Taylor required to be reported under Item 404(a) of Regulation S-K is disclosed in the definitive proxy statement filed by the Company with the U.S. Securities and Exchange Commission, dated March 24, 2025, in the section titled "Certain Relationships and Related Transactions – Family Member Employment," which is incorporated herein by reference.

A copy of the press release announcing the leadership transition is attached hereto as Exhibit 99.1.

Other Compensatory Arrangements of Named Executive Officers

On October 28, 2025, the Compensation Committee approved amendments to the employment agreements between the Company and each of Bryan Langley, Executive Vice President and Chief Financial Officer of the Company; David Christopherson, Executive Vice President, Chief Administrative Officer and Chief Legal Officer of the Company; and Ersan Sayman, Executive Vice President, Merchandising, of the Company (collectively, the "Executives"). The amendments enhance the severance provisions of the respective employment agreements to better align them with the current market for executive talent. More specifically, the amendments provide that in the event of termination of the Executive by the Company without cause or due to Company non-renewal of the employment agreement, or if the Executive resigns for good reason, in addition to severance in the form of 12 months' salary continuation that the Executive is entitled to under the existing agreement, the Executive will also receive (i) any unpaid annual cash incentive bonus from the prior completed fiscal year; (ii) the annual cash incentive bonus for the current fiscal year, based on the Company's performance against the performance metrics set by the Compensation Committee, pro-rated based on the date of termination and payable at the same time that it is paid to other executives; and (iii) payment of the Company portion of the Executive's health care premiums for 12 months. If any such termination occurs within 12 months of a change in control, the Executive will receive, in addition to the amounts listed above, (i) payment of the Company portion of his health care premiums for 6 additional months and (ii) an amount equal to the Executive's target bonus for the year of termination. If the Executive's employment terminates due to disability, the Executive will receive any unpaid annual cash incentive bonus from the prior completed fiscal year and the annual cash incentive bonus for the current fiscal year, based on the Company's performance against the performance metrics set by the Compensation Committee, pro-rated based on the date of termination and payable at the same time that it is paid to other executives. All such payments are subject to the Executive's or the Executive's legal guardian's execution and non-revocation of a waiver and release of claims in favor of the Company.

The amendments also provide that if the Executive's employment terminates due to death, his estate will receive any unpaid annual cash incentive bonus from the prior completed fiscal year and the annual cash incentive bonus for the current fiscal year, based on target performance, pro-rated based on the date of termination.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

<u>Exhibit Number</u>	<u>Description</u>
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99.1	Press Release, dated October 30, 2025
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104	Cover Page Interactive Data File (embedded within the inline XBRL document)
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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.

FLOOR & DECOR HOLDINGS, INC.

Date: October 30, 2025

By:	<u>/s/ David V. Christopherson</u>
Name:	David V. Christopherson
Title:	Executive Vice President, Chief Administrative Officer and Chief Legal Officer

Floor & Decor Announces Leadership Transition Plan

ATLANTA--(BUSINESS WIRE)--October 30, 2025--Floor & Decor Holdings, Inc. (the “Company” or “Floor & Decor”) (NYSE: FND), a leading specialty retailer of hard surface flooring, today announced that its Board of Directors has appointed Bradley Paulsen, currently serving as President, as Chief Executive Officer and to join the Board of Directors, effective at the start of the Company’s 2026 fiscal year on December 26, 2025.

At that time, Thomas Taylor, the Company’s current Chief Executive Officer, will transition to the role of Executive Chair of the Board. In this capacity, he will remain actively involved in shaping Floor & Decor’s long-term vision for strategic growth and supporting the Company’s continued expansion toward 500 warehouse stores. Mr. Paulsen will assume the day-to-day leadership of the Company, ensuring operational and strategic leadership continuity. Also, as part of this transition, Norman Axelrod, the current Chair of the Board, will become Lead Independent Director.

Axelrod said, “Under Tom’s exceptional 13-year leadership, Floor & Decor has delivered extraordinary growth and remarkable financial performance, expanding from a 31-warehouse-store regional chain with approximately \$337 million in annual sales to a national leader operating 262 stores across 38 states and generating over \$4.4 billion in revenue.” He continued, “We couldn’t be more pleased that Tom will remain actively involved as Executive Chair. His proven leadership and strategic vision, coupled with Brad’s deep understanding of home improvement, merchandising, retail, and commercial sales, and supply chain operations, position us well for future growth. On behalf of the Board, we look forward to working even more closely with Brad in his role as CEO.”

Taylor said, “As Executive Chair, I am energized to remain deeply involved in Floor & Decor’s strategic direction, focusing on long-term growth opportunities and working closely with Brad and our leadership team on new market opportunities and strategic initiatives that will shape our future growth. I’m incredibly proud of what we’ve accomplished over the past 13 years, but there is no finish line. This transition allows me to concentrate on the bigger picture while Brad leads our exceptional leadership team on a day-to-day basis. Floor & Decor’s best days are ahead of us, and I’m excited to continue playing an active role in that journey.”

Paulsen said, “Over the past eight months, I have had the privilege of working closely with Tom and our incredible team and gaining a deep understanding of Floor & Decor’s unique culture and business model. I’m excited and honored to step into this role and lead our next phase of growth—scaling toward 500 warehouse stores and accelerating our commercial flooring expansion. Our associates are the heart of this company, and together, we’ll continue delivering exceptional value and service to homeowners and pros across the country. I’m excited about what’s ahead and grateful to the Board and Tom for the opportunity to help shape our future.”

About Floor & Decor Holdings, Inc.

Floor & Decor is a multi-channel specialty retailer of hard surface flooring and related accessories and seller of commercial surfaces. As of September 25, 2025, the Company operated 262 warehouse-format stores and five design studios across 38 states. The Company offers a broad in-stock assortment of laminate and vinyl, tile, wood, and natural stone flooring and installation materials and decorative accessories, as well as adjacent categories, at everyday low prices. The Company was founded in 2000 and is headquartered in Atlanta, Georgia.

Forward-Looking Statements

This release contains forward-looking statements within the meaning of the federal securities laws. All statements other than statements of historical fact contained in this release, including statements regarding the Company’s future operating results and financial position, business strategy and plans, and objectives of management for future operations, are forward-looking statements. In some cases, you can identify forward-looking statements by terms such as “may,” “will,” “should,” “expects,” “plans,” “anticipates,” “could,” “seeks,” “intends,” “targets,” “projects,” “contemplates,” “believes,” “estimates,” “predicts,” “budget,” “potential,” or “continue” or the negative of these terms or other similar expressions.

The forward-looking statements contained in this release are based on our current expectations, assumptions, estimates, and projections regarding the Company’s business, the economy, and other future conditions. These statements involve known and unknown risks, uncertainties, and other important factors that may cause the Company’s actual results, performance, or achievements to be materially different from any future results, performance, or achievements expressed or implied by the forward-looking statements.

Although the Company believes that the expectations reflected in the forward-looking statements in this release are reasonable, the Company cannot guarantee future events, results, performance or achievements. A number of important factors could cause actual results to differ materially from those indicated by the forward-looking statements in this release, including, without limitation, (1)

an overall decline in the health of the economy, the hard surface flooring industry, consumer confidence and discretionary spending, and the housing market, including as a result of persistently high or rising inflation or interest rates, geopolitical events or uncertainty, or tariffs, (2) our failure to successfully manage the challenges that our planned new store growth poses or the impact of unexpected difficulties or higher costs during our expansion, (3) our inability to lease or acquire new store locations on acceptable terms, renew or replace our current store leases, or make payments under our leases, (4) our failure to maintain and enhance our brand image and awareness, (5) our failure to successfully anticipate and manage trends, consumer preferences, and demand, (6) our inability to successfully manage increased competition, (7) geopolitical risks, policies related to global trade and tariffs in the U.S. and other countries, and any antidumping and countervailing duties, any of which could impact our ability to import from foreign suppliers or raise our costs, (8) our inability to manage our inventory, including the impact of inventory obsolescence, shrink, and damage, (9) any disruption in our distribution capabilities, supply chain, and our related planning and control processes, including carrier capacity constraints, blocked trade lanes, port congestion, strike, or shut down, and other supply chain costs or product shortages, (10) any increases in wholesale prices of products, materials, and transportation costs beyond our control, including increases in costs due to inflation or tariffs, (11) the resignation, incapacitation, or death of any key personnel, including our executive officers, (12) our inability to attract, hire, train, and retain highly qualified managers and staff, (13) the impact of any labor activities, (14) our dependence on foreign imports for the products we sell, including risks associated with obtaining products from abroad, (15) any failure by any of our suppliers to supply us with quality products on attractive terms and prices or to adhere to the quality standards that we set for our products, (16) our inability to locate sufficient suitable natural products, (17) the effects of weather conditions, natural disasters, or other unexpected events, including public health crises, that may disrupt our operations, (18) restrictions imposed by our indebtedness on our current and future operations, including risks related to our variable rate debt, (19) any allegations, investigations, lawsuits, or violations of laws and regulations applicable to us, our products, or our suppliers, (20) our inability to adequately protect the privacy and security of information related to our customers, us, our associates, our suppliers, and other third parties, (21) any material disruption in our information systems, including our website, (22) our ability to manage our comparable store sales, (23) our inability to maintain sufficient levels of cash flow or liquidity to fund our expanding business and service our existing indebtedness, (24) new or changing laws or regulations, including tax laws and trade policies and regulations, (25) any failure to protect our intellectual property rights or disputes regarding our intellectual property or the intellectual property of third parties, (26) the impact of any future strategic transactions, and (27) our ability to manage risks related to corporate social responsibility. Additional information concerning these and other factors are described in “Forward-Looking Statements,” Item 1, “Business,” Item 1A, “Risk Factors,” and Item 1C, “Cybersecurity” of Part I and Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and Item 9A, “Controls and Procedures” of Part II of the Company’s Annual Report on Form 10-K for the fiscal year ended December 26, 2024, filed with the Securities and Exchange Commission (the “SEC”) on February 20, 2025 (the “Annual Report”) and elsewhere in the Annual Report, as well as those described in Item 2, “Management’s Discussion and Analysis of Financial Condition and Results of Operations” of the Company’s Quarterly Report on Form 10-Q for the quarterly period ended September 25, 2025 (the “10-Q”) and elsewhere in the 10-Q, and those described in the Company’s other filings with the SEC.

Because forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified, you should not rely on these forward-looking statements as predictions of future events. The forward-looking statements contained in this release speak only as of the date hereof. New risks and uncertainties arise over time, and it is not possible for the Company to predict those events or how they may affect the Company. If a change to the events and circumstances reflected in the Company’s forward-looking statements occurs, the Company’s business, financial condition, and operating results may vary materially from those expressed in the Company’s forward-looking statements. Except as required by applicable law, the Company does not plan to publicly update or revise any forward-looking statements contained herein, whether as a result of any new information, future events, or otherwise.

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