

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)
March 27, 2026

STURM, RUGER & COMPANY, INC.
(Exact Name of Registrant as Specified in its Charter)

Delaware (State or Other Jurisdiction of Incorporation) **001-10435** (Commission File Number) **06-0633559** (IRS Employer Identification Number)

One Lacey Place, Southport, Connecticut (Address of Principal Executive Offices) **06890** (Zip Code)

(203) 259-7843
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(s)	Name of each exchange on which registered
Common Stock	RGR	New York Stock Exchange
Common Stock Purchase Rights	N/A	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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.**

Transition of Chief Financial Officer Role; Severance Agreement

On March 31, 2026, Thomas A. Dineen will step down from his role as Chief Financial Officer of Sturm, Ruger & Company, Inc. (the “Company”). On April 1, 2026, Andrew T. Wieland will succeed Mr. Dineen as Chief Financial Officer of the Company and will also become a Senior Vice President of the Company.

Mr. Wieland, 40, has served as Vice President of Finance and Controller of Eaton Electrical Sector Americas: Assemblies and Residential Solutions Group, a division of Eaton Corporation, since June 2023. Prior to that, Mr. Wieland served as Finance Director and Division Controller, Eaton Aerospace Group, Fuel and Motion Controls Division, a division of Eaton Corporation, from January 2020 until May 2023.

There were no arrangements or understandings between Mr. Wieland and any other person pursuant to which Mr. Wieland was selected as Chief Financial Officer of the Company and as a Senior Vice President of the Company and there are no family relationships between Mr. Wieland and any director or executive officer of the Company. Mr. Wieland has no direct or indirect material interest in any related party transaction required to be disclosed under Item 404(a) of Regulation S-K.

In connection with Mr. Wieland’s appointment, the Company and Mr. Wieland will enter into the Company’s customary Severance Agreement (the “Wieland Agreement”) that it uses for its executives, effective as of April 1, 2026. The Wieland Agreement is not an employment contract and does not specify an employment term, compensation levels or other terms or conditions of employment.

The Wieland Agreement provides for severance benefits, if, during its term (i) prior to the occurrence of a Change in Control (as defined therein), the Company terminates the employment of Mr. Wieland without Cause (as defined therein) or Mr. Wieland terminates his employment for Good Reason (as defined therein); or (ii) within 24 months after the effective date of a Change in Control, the Company terminates the employment of Mr. Wieland without Cause or Mr. Wieland terminates his employment for Good Reason.

The Wieland Agreement provides for severance benefits consisting of the following primary components:

if, prior to the occurrence of a Change in Control, the Company terminates the employment of Mr. Wieland without Cause or Mr. Wieland terminates his employment for Good Reason, (i) Mr. Wieland shall be entitled to a lump sum cash payment equal to 18 months of Base Annual Salary (as defined therein); (ii) the prorated portion of Mr. Wieland’s then-outstanding Retention Restricted Stock Unit Awards and Performance Restricted Stock Unit Awards shall vest and be paid in accordance with their terms; and (iii) Mr. Wieland shall be entitled to continued medical insurance benefits for the period not to exceed 18 months from the date his employment with the Company terminates; or

if, within 24 months after the effective date of a Change in Control, the Company terminates the employment of Mr. Wieland without Cause or Mr. Wieland terminates his employment for Good Reason, (i) Mr. Wieland shall be entitled to a lump sum cash payment equal to 24 months of his Annual Compensation (as defined therein); (ii) Mr. Wieland’s then-outstanding Retention Restricted Stock Unit Awards and Performance Restricted Stock Unit Awards shall fully vest and be paid in a lump sum equal to the cash value of the subject vested shares of Common Stock as of the effective date of such Change in Control; and (iii) Mr. Wieland shall be entitled to continued medical insurance benefits for the period not to exceed 24 months from the date his employment with the Company terminates.

The Wieland Agreement has a one-year term, subject to automatic extension for additional one-year periods on each anniversary of the date it was entered into by the parties unless (i) Mr. Wieland gives notice of his intent to terminate his employment, or otherwise terminates his employment, before such date or (ii) the Company gives written notice to Mr. Wieland of the termination of such automatic extensions at least 360 days prior to such date.

The foregoing description of the Wieland Agreement is qualified in its entirety by reference to the complete terms and conditions of the Wieland Agreement, which is attached hereto as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 8.01 Other Events

On March 27, 2026, the Company issued a press release announcing the appointment of Mr. Wieland as the Company's next Chief Financial Officer and as a Senior Vice President of the Company. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Severance Agreement, dated as of April 1, 2026, by and between Sturm, Ruger & Company, Inc. and Andrew T. Wieland.
99.1	Press release issued March 27, 2026.

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.

STURM, RUGER & COMPANY, INC.

By: /S/ Sarah Colbert

Name: Sarah Colbert
Title: Senior Vice President,
Corporate Secretary and
General Counsel

Dated: March 27, 2026



April 1, 2026

Re: Severance Agreement

As you are aware, it is the practice of Sturm, Ruger & Company, Inc., its successors, assigns and related entities (collectively, the "Company") to provide severance benefits, subject to certain conditions, to certain officers whose employment is terminated by the Company without Cause (as defined below) or by the applicable officer for Good Reason (as defined below).

The purpose of this letter agreement (this "letter") is to set forth the terms of the severance benefits that you would be entitled to receive under the circumstances outlined below.

1. (a) Termination Without Cause or for Good Reason: Subject to the limitations set forth in Section 4, if, during the Term (as defined below), and prior to the occurrence of a Change in Control (as defined below), the Company terminates your employment without Cause or you terminate your employment for Good Reason, provided that you execute and deliver an effective Release (as defined below) to the Company within the timeframe specified in the Release (the "Release Requirement"), then the Company shall pay you, within 60 days after such termination date, or, to the extent required by Section 409A of the Internal Revenue Code of 1986 (the "Code"), on the first day of the seventh month following the Release Delivery Date, as a severance payment for services previously rendered to the Company, a lump sum equal to 18 months of your Base Annual Salary (as defined below) (without regard to any decrease in the rate of your Base Annual Salary following the event(s) giving rise to Good Reason). In addition, upon such termination, a prorated portion of your then-outstanding Retention Restricted Stock Unit Awards and Performance Restricted Stock Unit Awards shall vest and be paid (in cash and/or shares of Common Stock (as defined below), as applicable) in accordance with their terms.

(b) Change in Control Termination: Subject to the limitations set forth in Section 4, if a Change in Control occurs during the Term, and, within 24 months after the effective date of such Change in Control, the Company terminates your employment without Cause or you terminate your employment for Good Reason, provided that you satisfy the Release Requirement, then the Company shall pay you, within 60 days after such termination date or, to the extent required by Section 409A of the Code, on the first day of the seventh month following the Release Delivery Date, a lump sum equal to 24 months of your Annual Compensation (without regard to any decrease in the rate of your Annual Compensation made after the Change in Control), In addition, upon such termination, your then-outstanding Retention Restricted Stock Unit Awards and Performance Restricted Stock Unit Awards shall fully vest and be paid in a lump sum (to the extent permitted by Section 409A of the Code, at the same time as the Annual Compensation lump sum pursuant to the preceding sentence) equal to the cash value of the subject vested shares of Common Stock as of the effective date of such Change in Control.

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(c) Section 409A of the Code: Notwithstanding anything to the contrary in this letter or any Company policy providing for severance payments and benefits, to the extent required by Section 409A of the Code, no payments shall be made to you under this letter or such Company policy during the first six months following your termination of employment with the Company; you shall instead receive a lump sum payment on the first day of the seventh month following the date your employment terminates in an amount equal to the total amount of payments that you otherwise would have received during the first six months following your termination of employment. Any remaining payments shall be made to you in accordance with the terms of the applicable Company policy. Each payment described in this letter is treated as a separate payment for purposes of Section 409A of the Code. In the event the amounts due under your vested Retention Restricted Stock Unit Awards and Performance Restricted Stock Unit Awards are not permitted to be paid at the time specified in Section 1(b) above under Section 409A of the Code, such amounts shall instead be paid in accordance with their terms and Section 409A of the Code.

(d) The severance benefits specified in this Section 1 shall be in lieu of any severance pay or other severance benefit that the Company may provide to terminated employees pursuant to policies of the Company that may at that time be in effect. The provisions of this Section 1 concerning the treatment of your then-outstanding Retention Restricted Stock Unit Awards and Performance Restricted Stock Unit Awards are intended and shall function as an amendment to such awards to the extent necessary to effectuate the purposes of this Section 1, but shall, in no way, provide for any duplication or double-counting of payments or other benefits under such awards.

(e) The severance benefits specified in this Section 1 shall not in any way affect your entitlement to the receipt of (i) accrued dividends due under the terms of your then-outstanding Retention Restricted Stock Unit Awards and Performance Restricted Stock Unit Awards at the time of your termination, or (ii) any cash bonus or other cash incentive that you are otherwise eligible to earn in the ordinary course during the partial year prior to the date of your termination pursuant to each plan or program (whether or not such plan or program has been formalized or is in written form) of the Company in effect for such year that provides for cash bonuses or other cash incentives (provided that the Company goals that trigger the obligation of the Company to pay the cash bonus or other cash incentives are satisfied). In such event, provided that you satisfy the Release Requirement, such partial year cash bonus or other cash incentive shall be paid to you when cash bonuses are paid to the Company's other senior executives with respect to such year, but in no event later than 75 days after the end of such year.

2. Definitions: As used herein:

(a) "Annual Compensation" shall mean, at any time, an amount equal to your Base Annual Salary, plus 100% of the target cash bonus or other cash incentive that you are eligible to earn in the current year pursuant to each plan or program (whether or not such plan or program has been formalized or is in written form) of the Company in effect for such year that provides for cash bonuses or other cash incentives, or if no such plan or program has been adopted with respect to such year, 100% of the target cash bonus or other cash incentive that you were eligible to earn in the most recent year in which such a plan or program was in effect;

(b) "Base Annual Salary" shall mean, at any time, an amount equal to your annual rate of salary at such time;

(c) "Cause" shall mean: (i) a breach of your fiduciary duty to the Company including, but not limited to, your failure to obey any lawful directive of the Board of Directors of the Company, (ii) your personal dishonesty or willful misconduct or (iii) your willful violation of any material law, rule, regulation, or final cease-and-desist order related to your employment;

(d) "Change in Control" shall be deemed to have the same meaning as defined in the Sturm, Ruger & Company, Inc. 2023 Stock Incentive Plan;

(e) "Common Stock" shall mean the Company's common stock, par value \$1.00 per share.

(f) "Good Reason" shall mean the Company, without your written consent: (i) reduces in any manner your duties, responsibilities, authority, Annual Compensation or material employee benefits, (ii) relocates your principal place of employment by more than 50 miles from its then-current location (including, without limitation, requiring your attendance at an office more than 50 miles from your then-current approved place of work), or (iii) materially breaches any agreement with you, and, in each case, the Company does not cure the event constituting Good Reason within thirty (30) days following the date of the Company's receipt of a written notice from you describing such breach, which written notice must be received by the Company within ninety (90) days following the occurrence of such breach.

(g) "Release" shall mean a release in made by you in favor of the Company and its affiliates, in form substantially similar to Exhibit A; and

(h) "Term" shall mean the period commencing on the date hereof and ending on the first anniversary of the date hereof, subject to automatic extension on each anniversary of the date hereof, unless (i) you give notice of your intent to terminate your employment, or otherwise terminate your employment, before such date or (ii) the Company gives written notice to you of the termination of such automatic extensions at least 360 days prior to such date.

3. Benefits: Upon the occurrence of a termination of your employment under circumstances entitling you to receive the severance payment provided in Section 1 above, the Company shall also cause to be continued, for a period of time equal to the number of months of severance pay, such life, medical and dental insurance coverage as is otherwise maintained by the Company for full-time employees (based on your Base Annual Salary in effect immediately prior to the date your employment terminates), subject to the limitations set forth in such plans, programs or policies, provided that you shall continue to pay all amounts in respect of such coverage that an employee receiving the same level of coverage is or would be required to pay (the employee contribution).

4. Parachute Payment: In the event that any amount otherwise payable hereunder would be deemed to constitute a parachute payment (a "Parachute Payment") within the meaning of Section 280G of the Code, and if any such Parachute Payment, when added to any other payments which are deemed to constitute Parachute Payments, would otherwise result in the imposition of an excise tax under Section 4999 of the Code, the amounts payable hereunder shall be reduced by the smallest amount necessary to avoid the imposition of such excise tax. Any such limitation shall be applied to such compensation and benefit amounts, and in such order, as the Company shall determine in its sole discretion.

5. Termination for Cause and Voluntary Termination: You shall have no right to receive any severance pay or severance benefit for any period after the date of the termination by the Company of your employment for Cause or, except as otherwise provided in Section 1, following the voluntary termination by you of your employment. Notwithstanding the foregoing, in such event, nothing in this Section 5 shall affect any amounts or other consideration you are entitled to receive under your outstanding Restricted Stock Unit ("RSU") awards at the time of such termination, if any, and such RSU awards are subject to, and governed by, their own terms.

6. Nothing in this letter (a) confers upon you the right to continue in the employment of the Company or the right to hold any particular office or position with the Company, (b) requires the Company to pay you, or entitles you to receive, any specified annual salary or interferes with or restricts in any way the right of the Company to decrease your annual salary at any time or (c) interferes with or restricts in any way the right of the Company to terminate your employment at any time, with or without Cause.

7. Any payments due you hereunder shall be reduced by all applicable withholding and other taxes.

8. The provisions set forth in this letter shall continue in effect throughout its Term. The provisions of this letter shall survive the termination of the Term and/or the termination of your employment with the Company to the extent necessary to effectuate the terms contained herein.

9. This letter is intended to be binding upon the Company, its successors in interest and assigns. On and after the date of this letter, the terms regarding severance benefits described herein shall supersede and replace all severance and other benefits provided under any other letters to, or agreements with, you relating to provisions of benefits upon a termination of your employment, and are contingent upon your acceptance by signing below, provided that this letter shall be subject in all respects to the Company's Executive Compensation Clawback Policy (as amended, the "Policy"). You agree to comply with the terms of the Policy with respect to any applicable payments made to you under this letter.

10. This letter shall be governed by, construed and enforced in accordance with the laws of Connecticut, without giving effect to the principles of conflicts of law thereof.

11. You and the Company intend that this letter is either exempt from or complies with the provisions of Section 409A of the Code and the regulations and other guidance of general applicability that are issued thereunder. You and the Company agree to negotiate in good faith regarding amendments to this letter that may be necessary or desirable to maintain an exemption from or comply with Section 409A.

This letter may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will collectively constitute a single original.

Very truly yours,
STURM, RUGER & COMPANY, INC.

Agreed and Accepted:

By: _____
Andrew Wieland

Date: _____



FOR RELEASE: March 27, 2026
For further information, contact:
Rob Werkmeister, Sr. Vice President of Marketing and Customer Experience
rwerkmeister@ruger.com

Ruger Appoints New Senior Vice President & Chief Financial Officer

Andrew Wieland Joins Ruger After Long-Term Planned Transition of Existing CFO Tom Dineen

Mayodan, NC – Sturm, Ruger & Company, Inc. (NYSE: RGR) is proud to announce the appointment of Andrew Wieland as Senior Vice President and Chief Financial Officer, following the planned transition of Tom Dineen.

In this role, Mr. Wieland will lead all financial operations, including forecasting, corporate budgeting, financial reporting and evaluation of potential investment opportunities. This leadership position is central to the continued execution of Ruger's long-term priorities and 2030 plan.

Mr. Wieland brings extensive experience in financial leadership, long-range financial planning and manufacturing-focused finance from his tenure at Eaton Corporation, a publicly traded multi-national power management company. He most recently served as Vice President of Finance and Controller of Eaton Electrical Sector Americas: Assemblies and Residential Solutions Group.

Throughout his career, he has led major forecasting and planning processes, including financial outlooks, annual profit plans and long-term strategic plans across multi-site, complex divisions. His work supported growth through manufacturing capacity expansion, strengthening core financial operations and enhanced operational decision-making. Mr. Wieland has also championed several finance transformation initiatives, modernizing planning systems, strengthening financial controls and driving process improvements that increased efficiency. He has consistently demonstrated an ability to align financial strategy with organizational needs in dynamic and fast-growing business environments.

“Andrew’s experience driving financial discipline, strengthening manufacturing output and leading strategic financial planning makes him an exceptional fit for Ruger’s future,” said Todd Seyfert, President & CEO. “He brings the combination of financial clarity, operational insight and leadership focus we need as we continue to grow, innovate and deliver value to our employees, customers and shareholders.”

This appointment reflects Ruger’s continued investment in long-term financial strength, agile responsiveness and operational excellence under Mr. Seyfert’s leadership. Mr. Wieland will play an important role in strengthening Ruger’s financial foundation and supporting the Company’s commitment to sustainable growth.



STURM, RUGER & Co., INC. | 700 S AYERSVILLE RD | MAYODAN, NORTH CAROLINA 27027 USA

Ruger would also like to extend its sincere gratitude to Tom Dineen for his many years of dedicated leadership and financial stewardship. This planned transition follows a long and meaningful career with the Company, beginning in 1997 and including his service as Chief Financial Officer since 2003 and as Vice President, CFO and Treasurer since 2006.

“Tom’s contributions have been instrumental in strengthening the Company’s financial foundation, establishing our disciplined approach to capital allocation and supporting Ruger’s growth,” said Todd Seyfert. “We are grateful for his leadership over the last three decades and wish him the very best in his next chapter.”

Mr. Dineen will step down from his role on March 31, 2026, and will remain with the Company until April 30, 2026. The Company thanks Mr. Dineen for his service and remains focused on ensuring a seamless transition and continued financial strength.

About Ruger Firearms

Sturm, Ruger & Co., Inc. is one of the nation's leading manufacturers of rugged, reliable firearms for the commercial sporting market. With products made in America, Ruger offers consumers almost 800 variations of more than 40 product lines, across the Ruger, Marlin and Glenfield brands. For over 75 years, Sturm, Ruger & Co., Inc. has been a model of corporate and community responsibility. Our motto, "Arms Makers for Responsible Citizens®," echoes our commitment to these principles as we work hard to deliver quality and innovative firearms.

Forward-Looking Statements

The Company may, from time to time, make forward-looking statements and projections concerning future expectations. Such statements are based on current expectations and are subject to certain qualifying risks and uncertainties, such as market demand, sales levels of firearms, anticipated castings sales and earnings, the need for external financing for operations or capital expenditures, the results of pending litigation against the Company, the impact of future firearms control and environmental legislation, and accounting estimates, any one or more of which could cause actual results to differ materially from those projected. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date made. The Company undertakes no obligation to publish revised forward-looking statements to reflect events or circumstances after the date such forward-looking statements are made or to reflect the occurrence of subsequent unanticipated events.



STURM, RUGER & Co., INC. | 700 S AYERSVILLE RD | MAYODAN, NORTH CAROLINA 27027 USA