
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): April 24, 2014

G-III APPAREL GROUP, LTD.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

0-18183
(Commission File Number)

41-1590959
(IRS Employer
Identification No.)

512 Seventh Avenue
New York, New York
(Address of principal executive offices)

10018
(Zip Code)

Registrant's telephone number, including area code: **(212) 403-0500**

Not Applicable
(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))
-
-

Item 1.01 Entry into a Material Definitive Agreement.

(a) On April 28, 2014, Morris Goldfarb, the Chairman of the Board, Chief Executive Officer and President of G-III Apparel Group, Ltd. (the “Company”), entered into a letter agreement (the “Goldfarb Letter Amendment”) with the Company that amends his Employment Agreement, dated February 1, 1994, as amended, with the Company. Subject to the approval of the Company’s stockholders, the Goldfarb Letter Amendment amends the performance-based incentive provisions of Mr. Goldfarb’s Employment Agreement, beginning with respect to the fiscal year ending January 31, 2015 (“fiscal 2015”), as follows:

(i) Performance required to achieve the target payout amount will be established annually by the Compensation Committee of the Board of Directors based on the Company’s publicly disclosed annual forecast, approved by the Board of Directors or the Audit Committee of the Board of Directors (referred to as the “approved forecast”). Mr. Goldfarb’s annual incentive bonus would be determined based on a comparison of forecasted “pre-tax income” (as defined in the Goldfarb Letter Amendment) to the actual pre-tax income achieved.

(ii) If the Company’s actual pre-tax income for a fiscal year is less than the approved forecast, the annual incentive payment to Mr. Goldfarb will be determined by the Compensation Committee in accordance with the following table:

Actual Pre-Tax Income is Less Than Approved Forecast by	Annual Incentive Amount
15% or less	6% of actual pre-tax income in excess of \$2 million (the Base Bonus Amount)
15-30%	Base Bonus Amount <i>minus</i> 2% of the portion of actual pre-tax that is more than 15% and up to 30% lower than the approved forecast
More than 30%	The bonus amount determined pursuant to the preceding row, <i>minus</i> 4% of the portion of actual pre-tax income that is more than 30% lower than the approved forecast, but not less than zero

(iii) If actual pre-tax income for a fiscal year equals or exceeds the approved forecast, the annual incentive bonus payable to Mr. Goldfarb will be determined by the Compensation Committee in accordance with the following table, subject to the payout cap described in paragraph (v) below:

Actual Pre-Tax Income Exceeds Approved Forecast by	Annual Incentive Amount
0-15%	6% of actual pre-tax income in excess of \$2 million (the Base Bonus Amount)
15-30%	Base Bonus Amount <i>plus</i> 2% of the portion of actual pre-tax income that is more than 15% and up to 30% in excess of the approved forecast
More than 30%	The annual incentive payable pursuant to the preceding row, <i>plus</i> 4% of the portion of actual pre-tax income that is more than 30% in excess of the approved forecast

(iv) In the event of a dilutive stock issuance, excluding share changes caused by equity compensation awards approved by the Compensation Committee or structural changes that affect capitalization as a whole, such as a stock split, reverse stock split or stock dividend, the Compensation Committee may equitably adjust the percentages in the “Annual Incentive Amount” column downward, but not upward.

(v) The maximum annual incentive bonus will be capped at an amount equal to one and one-half times the targeted bonus based upon the budgeted level of pre-tax income contained in the approved forecast.

A copy of the Goldfarb Letter Amendment is filed as Exhibit 10.1 hereto.

(b) On April 28, 2014, Sammy Aaron, the Vice Chairman of the Company, entered into, a letter agreement (the “Aaron Letter Amendment”) with the Company that amends his Employment Agreement, dated July 11, 2005, as amended, with the Company. Subject to the approval of the Company’s stockholders, the Aaron Letter Amendment amends the performance-based incentive provisions of Mr. Aaron’s Employment Agreement, beginning with respect to fiscal 2015, in the same manner as provided for Mr. Goldfarb above, except that the annual incentive payments will be calculated in accordance with the tables below:

(i) If actual pre-tax income for a fiscal year is less than the approved forecast, the annual incentive payment to Mr. Aaron will be determined by the Compensation Committee in accordance with the following table:

Actual Pre-Tax Income is Less Than Approved Forecast by	Annual Incentive Amount
15% or less	4% of actual pre-tax income in excess of \$2 million (the Base Bonus Amount)
15-30%	Base Bonus Amount <i>minus</i> 1.33% of the portion of actual pre-tax that is more than 15% and up to 30% lower than the approved forecast
More than 30%	The bonus amount determined pursuant to the preceding row, <i>minus</i> 2.66% of the portion of actual pre-tax income that is more than 30% lower than the approved forecast, but not less than zero

(ii) If actual pre-tax income for a fiscal year equals or exceeds the approved forecast, the annual incentive bonus payable to Mr. Aaron shall be determined by the Compensation Committee in accordance with the following table, subject to the payout cap described in clause (v) in the description of the Goldfarb Letter Amendment above:

Actual Pre-Tax Income Exceeds Approved Forecast by	Annual Incentive Amount
0-15%	4% of actual pre-tax income in excess of \$2 million (the Base Bonus Amount)
15-30%	Base Bonus Amount <i>plus</i> 1.33% of the portion of actual pre-tax income that is more than 15% and up to 30% in excess of the approved forecast
More than 30%	The annual incentive payable pursuant to the preceding row, <i>plus</i> 2.66% of the portion of actual pre-tax income that is more than 30% in excess of the approved forecast

A copy of the Aaron Letter Amendment is filed as Exhibit 10.2 hereto.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) (i) For a description of the amendments to the Employment Agreements of Messrs. Goldfarb and Aaron, see paragraphs (a) and (b) of Item 1.01 of this Form 8-K.

(ii) In addition, on April 24, 2014, the Compensation Committee approved an increase in the base salary of Neal S. Nackman, the Company's Chief Financial Officer, from \$375,000 per annum to \$450,000 per annum, effective June 1, 2014.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

10.1 Letter Amendment, dated April 28, 2014 to the Employment Agreement, dated February 1, 1994, by and between Morris Goldfarb and the Company.

10.2 Letter Amendment, dated April 28, 2014 to the Employment Agreement, dated as of July 11, 2005, by and between Sammy Aaron and the Company.

SIGNATURE

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.

G-III APPAREL GROUP, LTD.

By: /s/ Neal S. Nackman

Name: Neal S. Nackman

Title: Chief Financial Officer

Date: April 30, 2014

EXHIBIT INDEX

<u>Exhibit</u>	<u>Description</u>
10.1	Letter Amendment, dated April 28, 2014 to the Employment Agreement, dated February 1, 1994, by and between Morris Goldfarb and the Company.
10.2	Letter Amendment, dated April 28, 2014 to the Employment Agreement, dated as of July 11, 2005, by and between Sammy Aaron and the Company.



April 28, 2014

Mr. Morris Goldfarb
21 Fairway Drive
Mamaroneck, New York 10543

Dear Mr. Goldfarb:

This letter agreement, when executed by you, shall, subject to the approval of the Company's stockholders during 2014, constitute an amendment to the Employment Agreement (the "Agreement"), dated February 1, 1994, as amended, between G-III Apparel Group, Ltd. (the "Company") and you.

The Company and you hereby agree that Section 4a of the Agreement shall be amended and restated as follows:

a. Bonus from Pre-Tax Income. The Executive shall be entitled to receive, as additional compensation, an annual cash bonus determined by the Compensation Committee with respect to each fiscal year of the Company commencing with the fiscal year ending January 31, 2015. The Compensation Committee shall determine the amount of such cash bonus annually for a fiscal year by comparing actual Pre-Tax Income (as hereinafter defined) for such fiscal year ("Actual Pre-Tax Income"), as reflected in the Company's audited financial statements for such fiscal year, to forecasted Pre-Tax Income as set forth in a fiscal year forecast that is intended to be communicated to the public and is approved by the Board of Directors and/or Audit Committee of the Board no later than ninety (90) days after the commencement of such fiscal year (such forecasted Pre-Tax Income amount, the "Approved Forecast"). The annual cash bonus shall be payable no later than seventy-five (75) days after the end of such fiscal year.

If Actual Pre-Tax Income for a fiscal year equals or exceeds the Approved Forecast, the annual cash bonus payable to the Executive, not to exceed one and one-half times the target annual cash bonus for such year based on the forecasted Pre-Tax Income included in the Approved Forecast, shall be determined by the Compensation Committee in accordance with the following table:

<u>Actual Pre-Tax Income Exceeds Approved Forecast by</u>	<u>Cash Bonus</u>
0-15%	6% of Actual Pre-Tax Income in excess of \$2 million
15-30%	6% of Actual Pre-Tax Income in excess of \$2 million <i>plus</i> 2% of the portion of Actual Pre-Tax Income that is more than 15% and up to 30% in excess of the Approved Forecast
More than 30%	The bonus determined pursuant to the preceding row, <i>plus</i> 4% of the portion of Actual Pre-Tax Income that is more than 30% in excess of the Approved Forecast

If Actual Pre-Tax Income for a fiscal year is less than the Approved Forecast, the annual cash bonus payable to the Executive, if any, shall be determined by the Compensation Committee in accordance with the following table:

<u>Actual Pre-Tax Income is Less Than Approved Forecast by</u>	<u>Cash Bonus</u>
15% or less	6% of Actual Pre-Tax Income in excess of \$2 million
15-30%	6% of Actual Pre-Tax Income in excess of \$2 million <i>minus</i> 2% of the portion of Actual Pre-Tax Income that is more than 15% and up to 30% lower than the Approved Forecast
More than 30%	The bonus amount determined pursuant to the preceding row, <i>minus</i> 4% of the portion of Actual Pre-Tax Income that is more than 30% lower than the Approved Forecast, but not less than zero.

The Compensation Committee may equitably adjust the percentages in the "Cash Bonus" columns of the two tables set forth above downward, but not upward, in the event that the Company, subsequent to January 31, 2014, issues (i) shares of the Company's common stock, or (ii) securities convertible into the Company's common stock or warrants, options or other securities exercisable for the Company's common stock, that if converted or exercised would result in an increase in the weighted average number of shares of common stock outstanding for purposes of determining the Company's net income per share, other than, in either case, as a result of equity compensation awards approved by the Compensation Committee or structural changes affecting the structure of the Company's capitalization as a whole, such as a stock split, reverse stock split or dividend paid in common stock.



April 28, 2014

Mr. Sammy Aaron
17 Ormond Park Road
Brookville, New York 11548

Dear Mr. Aaron:

This letter agreement, when executed by you, shall, subject to the approval of the Company's stockholders during 2014, constitute an amendment to the Employment Agreement (the "Agreement"), dated July 11, 2005, as amended, between G-III Apparel Group, Ltd. (the "Company") and you.

The Company and you hereby agree that Section 3(b) of the Agreement shall be amended and restated as follows:

(b) The Executive shall be entitled to receive, as additional compensation, an annual cash bonus determined by the Compensation Committee with respect to each fiscal year of the Company commencing with the fiscal year ending January 31, 2015. The Compensation Committee shall determine the amount of such cash bonus annually for a fiscal year by comparing actual Pre-Tax Income (as hereinafter defined) for such fiscal year ("Actual Pre-Tax Income"), as reflected in the Company's audited financial statements for such fiscal year, to forecasted Pre-Tax Income as set forth in a fiscal year forecast that is intended to be communicated to the public and is approved by the Board of Directors and/or Audit Committee of the Board no later than ninety (90) days after the commencement of such fiscal year (such forecasted Pre-Tax Income amount, the "Approved Forecast"). The annual cash bonus shall be payable no later than seventy-five (75) days after the end of such fiscal year.

If Actual Pre-Tax Income for a fiscal year equals or exceeds the Approved Forecast, the annual cash bonus payable to the Executive, not to exceed one and one-half times the target annual cash bonus for such year based on the forecasted Pre-Tax Income included in the Approved Forecast, shall be determined by the Compensation Committee in accordance with the following table:

<u>Actual Pre-Tax Income Exceeds Approved Forecast by</u>	<u>Cash Bonus</u>
0-15%	4% of Actual Pre-Tax Income in excess of \$2 million
15-30%	4% of Actual Pre-Tax Income in excess of \$2 million <i>plus</i> 1.33% of the portion of Actual Pre-Tax Income that is more than 15% and up to 30% in excess of the Approved Forecast
More than 30%	The bonus determined pursuant to the preceding row, <i>plus</i> 2.66% of the portion of Actual Pre-Tax Income that is more than 30% in excess of the Approved Forecast

If Actual Pre-Tax Income for a fiscal year is less than the Approved Forecast, the annual cash bonus payable to the Executive, if any, shall be determined by the Compensation Committee in accordance with the following table:

<u>Actual Pre-Tax Income is Less Than Approved Forecast by</u>	<u>Cash Bonus</u>
15% or less	4% of Actual Pre-Tax Income in excess of \$2 million
15-30%	4% of Actual Pre-Tax Income in excess of \$2 million <i>minus</i> 1.33% of the portion of Actual Pre-Tax Income that is more than 15% and up to 30% lower than the Approved Forecast
More than 30%	The bonus amount determined pursuant to the preceding row, <i>minus</i> 2.66% of the portion of Actual Pre-Tax Income that is more than 30% lower than the Approved Forecast, but not less than zero.

The Compensation Committee may equitably adjust the percentages in the "Cash Bonus" columns of the two tables set forth above downward, but not upward, in the event that the Company, subsequent to January 31, 2014, issues (i) shares of the Company's common stock, or (ii) securities convertible into the Company's common stock or warrants, options or other securities exercisable for the Company's common stock, that if converted or exercised would result in an increase in the weighted average number of shares of common stock outstanding for purposes of determining the Company's net income per share, other than, in either case, as a result of equity compensation awards approved by the Compensation Committee or structural changes affecting the structure of the

Company's capitalization as a whole, such as a stock split, reverse stock split or dividend paid in common stock.

The term "Pre-Tax Income" as used in this Agreement (1) for purposes of determining Actual Pre-Tax Income shall mean the income attributable to the Company and its subsidiaries, as reported in the consolidated financial statements of the Company audited by the Company's independent registered public accounting firm, plus the sum of (i) the income taxes set forth in such financial statements and (ii) the amount of the bonus payable pursuant to this Section 3(b); provided, however that Pre-Tax Income shall be determined without regard to any extraordinary item, as such term is used in generally accepted accounting principles and (2) for purposes of the Approved Forecast, good faith projections of such amount prepared by the Company and approved by the Board of Directors or Audit Committee thereof.

This Letter Agreement may be executed by the parties hereto in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission, or in "PDF" format circulated by electronic means, shall be deemed to be an original signature hereto.

Except as modified herein, all terms and provisions of the Agreement continue in full force and effect. If the foregoing accurately sets forth our agreement, please execute this letter and return it to the undersigned.

Very truly yours,

G-III APPAREL GROUP, LTD.

By: /s/ Wayne S. Miller

Name: Wayne S. Miller

Title: Chief Operating Officer

Accepted and agreed to:

 /s/ Sammy Aaron

Sammy Aaron
