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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d)  
OF THE SECURITIES EXCHANGE ACT OF 1934**

**Date of Report (Date of earliest event reported): August 10, 2018**

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**DESTINATION MATERNITY CORPORATION**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**0-21196**  
(Commission  
File Number)

**13-3045573**  
(IRS Employer  
Identification No.)

**232 Strawbridge Drive**  
**Moorestown, NJ 08057**  
(Address of principal executive offices)

**(856) 291-9700**  
(Registrant's telephone number, including area code)

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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))

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.

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

On August 13, 2018, the Board of Directors (the “Board”) of Destination Maternity Corporation (the “Company”) increased the number of directors on the Board from four to five, and appointed Andrea J. Funk to fill the resultant vacancy. Ms. Funk has also been appointed to serve as a member of the Audit Committee of the Board, and as a member and chair of the Nominating and Corporate Governance Committee of the Board, effective as of August 13, 2018. Ms. Funk’s term will expire at the Annual Meeting of Stockholders to be held following fiscal year 2018.

In connection with her appointment as a non-employee director of the Company, the Board authorized a grant to Ms. Funk of 4,000 shares of restricted stock pursuant to the Company’s 2005 Equity Incentive Plan (the “Plan”). The number of shares of restricted stock granted to Ms. Funk equals the grant of restricted stock that is issued to each non-employee director at the conclusion of the Company’s Annual Meeting of Stockholders in accordance with the Company’s non-employee director compensation policies. Consistent with other grants of restricted stock to non-employee directors, the shares granted to Ms. Funk will vest on the earlier of (a) the first anniversary of the date of grant, or (b) the end of the day immediately prior to the Company’s first Annual Meeting of Stockholders held after the date of grant, subject to acceleration in the event of her death or disability or upon a change in control of the Company, and are subject to the terms and conditions of the Plan and the Company’s standard Restricted Stock Award Agreement for Directors as previously filed with the Securities and Exchange Commission.

**Departure of Executive Vice President & Chief Financial Officer**

On August 14, 2018, the Company announced that David Stern, Executive Vice President & Chief Financial Officer, has departed the Company, effective at the close of business on August 10, 2018.

In connection with Mr. Stern’s departure, and in accordance with his Executive Employment Agreement with the Company dated July 20, 2016 (the “Employment Agreement”), the Company has entered into a Separation and Release Agreement with Mr. Stern, pursuant to which Mr. Stern has granted a general release in favor of the Company as a condition of receiving the payments and other benefits specified in Section 5.1 of the Employment Agreement, filed as Exhibit 10.15 to the Company’s Form 10-K for the year ended February 3, 2018. The foregoing description of the Separation and Release Agreement is not complete and is subject to and qualified in its entirety by reference to the full text of the Separation and Release Agreement, a copy of which is filed herewith as Exhibit 10.1 and is incorporated herein by reference.

**Item 7.01 Regulation FD Disclosure.**

On August 13, 2018, the Company issued a press release announcing the appointment of Ms. Funk to the Board. A copy of the press release is furnished herewith as Exhibit 99.1 and is incorporated herein by reference.

On August 14, 2018, the Company issued a press release relating to Mr. Stern’s departure. A copy of the press release is furnished herewith as Exhibit 99.2 and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#">Separation and Release Agreement dated August 13, 2018, by and between David Stern and the Company.</a>
99.1	<a href="#">Press Release of the Company dated August 13, 2018.</a>
99.2	<a href="#">Press Release of the Company dated August 14, 2018.</a>

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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.

Date: August 14, 2018

**DESTINATION MATERNITY CORPORATION**

By: /s/ Marla A. Ryan  
Name: Marla A. Ryan  
Title: Chief Executive Officer

**SEPARATION AND RELEASE AGREEMENT**

THIS SEPARATION AND RELEASE AGREEMENT (this “**Release**”) is made by and between DAVID STERN (“**Employee**”) and DESTINATION MATERNITY CORPORATION (the “**Company**”).

WHEREAS, the Company terminated the Employee’s employment pursuant to that certain Executive Employment Agreement, by and between the Company and Employee, dated July 20, 2016 (as amended or supplemented from time to time, the “**Agreement**”), effective at the close of business on August 10, 2018 (the “**Effective Time**”);

WHEREAS, in connection with the termination of Employee’s employment, the Company, in exchange for Employee’s promises and covenants in this Release and subject to Employee’s execution, delivery, and non-revocation of this Release, desires to provide Employee with certain rights and benefits as set forth in this Release; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Agreement.

NOW THEREFORE, in consideration of these premises and the mutual promises contained herein, and intending to be legally bound hereby, the parties agree as follows:

**1. Termination of Employment; Consideration.**

1.1. Employee’s employment with the Company and its affiliates shall terminate as of the Effective Time. Employee hereby resigns as an officer of the Company and an officer and director of each of its subsidiaries and affiliates, and from any other positions he holds with the Company and its subsidiaries and affiliates (including, without limitation, as a trustee and committee member with respect to the Company’s 401(k) plan or other employee benefit plans), effective as of the Effective Time.

1.2. Notwithstanding anything to the contrary in the Agreement, and subject to Employee’s timely execution and delivery (that is, within twenty-one (21) days following the Effective Time) and non-revocation of this Release and continued compliance with his promises and covenants hereunder, the Company shall provide Employee with the following payments and benefits (collectively, the “**Separation Benefits**”):

- (i) Severance in an aggregate amount of \$405,000, payable in equal installments on the Company’s regular payroll schedule over the twelve (12)-month period (the “**Severance Period**”) commencing on the Company’s first regular payroll date that is at least fifteen (15) days after this Release has been delivered.
- (ii) A performance bonus (as described in Section 4.2 of the Agreement) for the 2018 fiscal year, based on actual performance and prorated based on the number of days in such 2018 fiscal year that Employee remained employed with the Company, payable at the same time and in the same manner as such performance bonus would have been paid absent Employee’s termination.

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- (iii) Subject to Employee's timely election of, and continued eligibility for, continued coverage for Employee and his eligible dependents under the Company's health and welfare benefit plans pursuant to the federal law known as "COBRA," the Company shall pay the applicable COBRA premiums during the Severance Period (provided, that if such payment would result in adverse tax consequences under Section 105(h) of the Internal Revenue Code of 1986, as amended, then the Company shall instead pay a monthly amount during the Severance Period directly to Employee, on an after-tax basis, equal to the applicable COBRA premiums for each such month).

1.3. Regardless of whether Employee executes or revokes this Release, the Company will pay Employee all accrued and unpaid (i) Base Salary, (ii) vacation time, and (iii) reimbursable business expenses, subject to and in accordance with the Company's Travel Policy, dated November 10, 2016 (including, without limitation, submission of receipts), in each case of (i), (ii), and (iii) through the date of his cessation of employment with the Company as soon as administratively feasible following the Effective Time.

1.4. Employee acknowledges that: (i) the payments, rights, and benefits set forth in Sections 1.2 and 1.3 constitute full settlement of all his rights under the Agreement, (ii) he has no entitlement under any other severance or similar arrangement maintained by the Company, and (iii) except as otherwise provided specifically in this Release, the Company does not and will not have any other liability or obligation to Employee. Employee further acknowledges that, in the absence of his execution (and non-revocation) of this Release, the benefits and payments specified in Section 1.2 above would not be provided to him. Notwithstanding anything to the contrary in the Agreement, the Company's Amended and Restated 2005 Equity Incentive Plan (the "**Plan**"), any equity award agreement issued thereunder and any other equity award agreement issued to Employee, Employee acknowledges and agrees that, as of the Effective Time, all of Employee's unvested equity awards granted by the Company shall be immediately forfeited for no consideration. Employee's vested options shall remain outstanding for ninety (90) days following the Effective Time in accordance with Section 7(d)(ii) of the Plan.

## 2. Employee's Release.

2.1. Employee hereby fully and forever releases and discharges the Company, its parents and subsidiaries and each of their respective predecessors, successors, assigns, stockholders, affiliates, officers, directors, trustees, employee benefit plans and their administrators and fiduciaries, employees, agents and attorneys, past and present (the Company and each such person or entity is referred to as a "**Released Person**") from any and all claims, demands, liens, agreements, contracts, covenants, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, damages, judgments, orders, and liabilities, of whatever kind or nature, direct or indirect, in law, equity, or otherwise, whether known or unknown, arising through the date of this Release out of, or in any way related to, Employee's employment by the Company or the termination thereof, including, but not limited to, any claims for relief or causes of action under the Age Discrimination in Employment Act, 29

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U.S.C. § 621 *et seq.*, or any other federal, state, or local statute, ordinance, or regulation regarding discrimination in employment, and any claims, demands, or actions based upon alleged wrongful or retaliatory discharge or breach of contract under any state or federal law.

2.2. Employee expressly represents that he has not filed a lawsuit or initiated any other administrative proceeding against a Released Person and that he has not assigned any claim against a Released Person. Employee further promises not to initiate a lawsuit or to bring any other claim against any Released Person arising out of or in any way related to Employee's employment by the Company or the termination of that employment. This Release will not prevent Employee from filing a charge with the Equal Employment Opportunity Commission (or similar state agency) or participating in any investigation conducted by the Equal Employment Opportunity Commission (or similar state agency); *provided, however*, that any claims by Employee for personal relief in connection with such a charge or investigation (such as reinstatement or monetary damages) would be barred.

2.3. The foregoing will not be deemed to release the Company from (a) claims solely to enforce the terms of this Release (including claims under Section 1.2), (b) claims for benefits (not including severance benefits) under the Company's employee welfare benefit plans and employee pension benefit plans, subject to the terms and conditions of those plans, or (c) claims for defense and indemnification under the Company's By-Laws or policies of insurance.

### 3. Company Release.

3.1. Subject to Employee's timely execution and delivery (that is, within twenty-one (21) days following the Effective Time) and non-revocation of this Release and continued compliance with his promises and covenants hereunder, the Company hereby fully and forever releases and discharges Employee and his executors, administrators, and heirs from any and all claims, demands, liens, agreements, contracts, covenants, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, damages, judgments, orders, and liabilities, of whatever kind or nature, direct or indirect, in law, equity, or otherwise, whether known or unknown, arising through the date of this Release out of Employee's service to the Company or the termination thereof.

3.2. The Company expressly represents that it has not filed a lawsuit or initiated any other administrative proceeding against Employee and that it has not assigned any claim against Employee. The Company further promises not to initiate a lawsuit or to bring any other claim against Employee arising out of or in any way related to Employee's service to the Company or the termination thereof that the Company has released in Section 3.1 above.

3.3. The foregoing will not be deemed to release Employee from (a) claims to enforce Section 6, Section 7, or Section 8 of the Agreement, (b) claims arising from acts or omissions by Employee that would constitute a crime, fraudulent activity, or a breach of fiduciary duty, (c) claims that are not known as of the date of this Release to any member of the Company's Board of Directors, or (d) claims to enforce the terms of this Release, including Employee's representation in Section 11 of this Release.

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4. Restrictive Covenants. Employee acknowledges that his covenants contained in Section 6, Section 7, and Section 8 of the Agreement will survive the termination of his employment. Employee affirms that those covenants are reasonable and necessary to protect the legitimate interests of the Company, that he received adequate consideration in exchange for agreeing to those restrictions, and that he will abide by those restrictions. Employee expressly and specifically acknowledges that he has fully complied with Section 7 of the Agreement, which requires Employee to promptly return to the Company as of the Effective Time all documents, copies thereof, and other materials in Employee's possession or control pertaining to the business of the Company and its customers, including, but not limited to, Confidential Information (and each and every copy, disk, abstract, summary, or reproduction of the same made by or for Employee or acquired by Employee); provided, that Employee shall be permitted to retain a copy of (i) his personal contacts/rolodex, and (ii) documents related to Employee's compensation, benefits, or terms of employment with the Company, including the Agreement, this Release, the Plan and any of Employee's equity award agreements thereunder (or similar equity award agreements issued by the Company to Employee), and Employee's pay stubs.

5. Non-Disparagement. Employee will not disparage any Released Person or otherwise take any action which could reasonably be expected to adversely affect the personal or professional reputation of any Released Person. Similarly, the Company (meaning, solely for this purpose, the executive officers and directors of the Company and other persons authorized to make official communications on behalf of the Company) will not disparage Employee or otherwise take any action which could reasonably be expected to adversely affect the personal or professional reputation of Employee (provided, that the Company's truthful statements regarding the facts related to Employee's employment with the Company or the termination thereof shall not be prohibited). Notwithstanding the foregoing, in no event will any truthful, legally required disclosure or action be deemed to violate this Section, regardless of the content of such disclosure or the nature of such action.

6. Disclosures. Employee and the Company agree that nothing in this Agreement prevents or prohibits Employee from (i) making any truthful disclosure of relevant and necessary information or documents in connection with any charge, action, investigation, or proceeding relating to this Agreement, or as required by law or legal process; (ii) participating, cooperating, or testifying in any charge, action, investigation, or proceeding with, or providing information to, any self-regulatory organization, governmental agency, or legislative body, and/or pursuant to the Sarbanes-Oxley Act, or (iii) filing, testifying, participating in or otherwise assisting in a proceeding relating to an alleged violation of any federal, state or municipal law relating to fraud, or any rule or regulation of the Securities and Exchange Commission or any self-regulatory organization. To the extent permitted by law, upon receipt of any subpoena, court order, or other legal process compelling the disclosure of any such information or documents, Employee agrees to give prompt written notice to the Company so as to permit the Company to protect its interests in confidentiality to the fullest extent possible.

7. Cooperation. Employee further agrees that, subject to reimbursement of any related, reasonable, and required expenses in accordance with the Company's expense reimbursement policies and procedures, he will cooperate fully with the Company and its counsel with respect to any litigation, investigations, or governmental proceedings in which Employee was in any

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way involved during his employment with the Company, and any transition matters in which the Company believes that Employee's cooperation would be helpful. Employee will render such cooperation in a timely manner on reasonable notice from the Company, provided that (i) the Company will attempt to limit the need for Employee's cooperation under this Section so as not to unduly interfere with his other personal and professional commitments, and (ii) such cooperation shall not exceed an aggregate of ten (10) hours per calendar month unless Employee and the Company mutually agree, in good faith, on compensation for cooperation services rendered in excess of such ten (10) hours per calendar month.

8. **Notice.** Any notice or communication required or permitted under this Agreement shall be made in writing and sent by certified or registered mail, return receipt requested, addressed as follows:

If to Employee: to the address in the Company's personnel files.

If to Company: Destination Maternity Corporation  
232 Strawbridge Drive  
Moorestown, New Jersey 08057  
Attn: General Counsel

or to such other address as either party may from time to time duly specify by notice given to the other party in the manner specified above.

9. **Rescission Right.** Employee expressly acknowledges and recites that (a) he has read and understands the terms of this Release in their entirety, (b) he has entered into this Release knowingly and voluntarily, without any duress or coercion; (c) he has been advised orally and is hereby advised in writing to consult with an attorney with respect to this Release before signing it; (d) he was provided twenty-one (21) calendar days after receipt of the Release to consider its terms before signing it; and (e) he is provided seven (7) calendar days from the date of signing to terminate and revoke this Release, in which case this Release shall be unenforceable, null, and void. Employee may revoke this Release during those seven (7) days by providing written notice of revocation to the Company at the address specified in Section 8 herein. For the avoidance of doubt, if Employee fails to execute and deliver this Release to the Company within twenty-one (21) days following the Effective Time, or timely revokes it in accordance with this Section 9, the Company's obligation to provide the Separation Benefits shall immediately terminate.

10. **Challenge.** If Employee violates or challenges the enforceability of this Release (other than for purposes of bringing a claim not released as provided in Section 2.3), no further Separation Benefits will be due to Employee.

11. **Certain Specific Representations.** Employee represents and warrants to the Company that no act or event constituting "Cause" as defined in Section 5.6.1 of the Agreement has occurred. The Company represents and warrants that it will not seek repayment of Employee's \$125,000 retention bonus that was paid to Employee on or about October 19, 2017, pursuant to that certain Retention Agreement, by and between Employee and the Company, dated as of October 19, 2017.

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12. Miscellaneous.

12.1. No Admission of Liability. This Release is not to be construed as an admission of any violation of any federal, state, or local statute, ordinance, or regulation or of any duty owed by the Company to Employee. There have been no such violations, and the Company specifically denies any such violations.

12.2. Severability. Whenever possible, each provision of this Release will be interpreted in such manner as to be effective and valid under applicable law. However, if any provision of this Release is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Release will be reformed, construed, and enforced as though the invalid, illegal, or unenforceable provision had never been herein contained.

12.3. Entire Agreement; Amendments. Except as otherwise provided herein, this Release contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements, and understandings of every nature relating to the subject matter hereof. This Release may not be changed or modified, except by an agreement in writing signed by each of the parties hereto.

12.4. Withholding. The Company shall be entitled to deduct and withhold from all payments and benefits under this Agreement (including, without limitation, the Separation Benefits) all applicable federal, state, local, and non-U.S. taxes, and all other appropriate or required deductions.

12.5. Section 409A; Governing Law and Enforcement. Sections 5.4 and 10.4 of the Agreement are incorporated by reference, *mutatis mutandis*, as though fully set forth herein.

12.6. Counterparts and Facsimiles. This Release may be executed, including execution by facsimile, portable document format (.pdf), or other electronic signature, in multiple counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument.

[Signature page follows.]

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IN WITNESS WHEREOF, the Company has caused this Release to be executed by its duly authorized officer, and Employee has executed this Release, in each case as of August 13, 2018, respectively.

**DESTINATION MATERNITY CORPORATION**

By: /s/ Marla A. Ryan

Name & Title: Marla A. Ryan, CEO

**DAVID STERN**

/s/ David Stern

[Signature Page to Destination Maternity Separation Agreement]

# DESTINATION MATERNITY. CORPORATION

## DESTINATION MATERNITY APPOINTS ANDREA J. FUNK TO BOARD OF DIRECTORS

*Ms. Funk Brings Extensive Financial, Operational and Governance Experience to the Board*

**MOORESTOWN, N.J. – (August 13, 2018)** – Destination Maternity Corporation (NASDAQ: DEST) (the “Company”) today announced that it has appointed Andrea J. Funk to the Board of Directors (the “Board”), effective immediately. Ms. Funk brings over 20 years of public and private company leadership experience, with a focus on financial expertise, strategic operations, corporate governance and manufacturing. Notably, she has also led successful turnarounds and restructurings for multiple companies.

Anne-Charlotte Windal, Destination Maternity’s Independent Chair of the Board of Directors, said, “We are very pleased to welcome Andrea to Destination Maternity’s Board. As an experienced public company director and a former CEO of a global manufacturing and distribution company, Andrea brings key governance experience as well as a diverse skill set to Destination Maternity’s Board. We believe she will leverage her extensive experience to help the Company optimize operational execution and enhance shareholder value.”

“I’m excited to join Destination Maternity’s impressive and highly specialized Board. I’ve always admired Destination Maternity’s brand portfolio and look forward to being a part of Destination Maternity’s ongoing transformation,” stated Ms. Funk.

Ms. Funk currently serves on the Boards of Directors and Audit Committees of Crown Holdings (NYSE: CCK) and TouchPoint, Inc. Ms. Funk previously served as Chief Executive Officer of Cambridge-Lee Industries, LLC, a copper-focused manufacturer and distributor, from 2013-2018, and also served as the Chief Financial Officer and Treasurer from 2011-2013. As CEO of Cambridge-Lee, she was responsible for the strategic direction of the company where she delivered record financial results including reduced manufacturing costs and decreased administrative costs. Ms. Funk previously held senior positions at Carpenter Technology (NYSE: CRS) and Arrow International (now Teleflex (NYSE: TXF)). Ms. Funk also started her career as an auditor with Ernst & Young. Ms. Funk graduated magna cum laude from Villanova University with a Bachelor of Science in Accounting and holds an MBA from the Wharton School of the University of Pennsylvania.

### **About Destination Maternity**

Destination Maternity Corporation is the world’s largest designer and retailer of maternity apparel. As of May 5, 2018, Destination Maternity operates 1,118 retail locations in the United States, Canada and Puerto Rico, including 484 stores, predominantly under the trade names Motherhood Maternity®, A Pea in the Pod® and Destination Maternity®, and 634 leased department locations. The Company also sells merchandise on the web primarily through its brand-specific websites, motherhood.com and apeainthepod.com, as well as through its destinationmaternity.com website. Destination Maternity has international store franchise and product supply relationships in the Middle East, South Korea, Mexico, Israel and India. As of May 5, 2018, Destination Maternity has 186 international franchised locations, including 13 standalone stores operated under one of the Company’s nameplates and 173 shop-in-shop locations.

### **Contact**

Sloane & Company  
Dan Zacchei / Erica Bartsch, 212-486-9500  
[Dzacchei@sloanep.com](mailto:Dzacchei@sloanep.com) / [EBartsch@sloanep.com](mailto:EBartsch@sloanep.com)

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DESTINATION  
MATERNITY.  
CORPORATION

**DESTINATION MATERNITY ANNOUNCES DEPARTURE OF EXECUTIVE VICE PRESIDENT & CHIEF FINANCIAL OFFICER**

**MOORESTOWN, N.J. – (August 14, 2018)** – Destination Maternity Corporation (NASDAQ: DEST) (the “Company”) announced today that David Stem, Executive Vice President & Chief Financial Officer, has departed the Company, effective August 10, 2018. The terms of the departure have been agreed in a Separation and Release Agreement.

“We are confident in the abilities and talents of our finance and accounting teams and our experienced Chief Accounting Officer, Rodney Schriver,” said Marla A. Ryan, Chief Executive Officer. “They will continue to ensure continuity of our operations and financial reporting until we have identified a candidate to succeed Mr. Stem as our Chief Financial Officer.”

Destination Maternity recently retained an executive search firm on an ongoing basis and has initiated a formal search for Mr. Stem’s replacement. The Company will inform shareholders at the appropriate time once a qualified candidate is chosen.

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**Contact**

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