
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): June 12, 2019

DESTINATION MATERNITY CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

0-21196
(Commission
File Number)

13-3045573
(I.R.S. Employer
Identification No.)

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

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

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))

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, par value \$0.01 per share	DEST	NASDAQ

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

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

Formation of Office of the CEO; Management Reorganization

On June 12, 2019, the Board of Directors (the “**Board**”) of Destination Maternity Corporation (the “**Company**”) announced that Marla A. Ryan and the Company had mutually agreed that Ms. Ryan would step down as the Company’s Chief Executive Officer and resign as a director on the Board, each effective as of June 13, 2019. Ms. Ryan will remain employed in a new role as the Company’s President, and will initially be responsible for overseeing the Company’s design, merchandising, and sourcing.

Also on June 12, 2019, the Board announced the formation of the Office of the Chief Executive Officer (“**Office of the CEO**”), effective June 13, 2019, to discharge the duties of the Chief Executive Officer while the Company conducts a search for a candidate to assume the responsibilities of Chief Executive Officer.

Lisa Gavales, an independent director of the Company, will serve as Chair of the Office of the CEO. There are no arrangements or understandings between Ms. Gavales and any other persons pursuant to which she was appointed as Chair of the Office of the CEO, she has no family relationships with any of the Company’s directors or executive officers, and she is not a party to, and she does not have any direct or indirect material interest in, any transaction requiring disclosure under Item 404(a) of Regulation S-K.

Ms. Gavales, 56, has served as a director of the Company since March 2019. Most recently, Ms. Gavales provided interim leadership for Bluestem Group, Inc., starting in 2017 as President of its Northstar portfolio and for over a year as Interim Chief Executive Officer of Bluestem Group. From 2014 to 2017, Ms. Gavales was Chairman, Chief Executive Officer and President of Things Remembered, where she was instrumental in streamlining the company and innovating shipping and manufacturing processes, providing better assortments with shorter delivery times. Before that, she served as President and Chief Marketing Officer of Talbots. From 2008 to 2013, Ms. Gavales was Executive Vice President, Chief Marketing Officer at EXPRESS where she led the launch of express.com and reinvigoration of the brand. Earlier in her career, Ms. Gavales spent over a decade at Bloomingdale’s where she held a variety of positions including: Senior Vice President of Marketing, where she was responsible for the launch of bloomingdales.com, General Merchandise Manager, and SVP of Planning. Ms. Gavales also sits on the boards of: Bluestem Brands, True Religion, and Goodwill of Greater Cleveland. Ms. Gavales holds an MBA and BS from the University of Bridgeport.

The Company and Ms. Gavales have entered into a letter agreement with respect to Ms. Gavales’ service as Chair of the Office of the CEO (the “**Chair Letter**”). Pursuant to the Chair Letter, Ms. Gavales has agreed to serve as Chair of the Office of the CEO for an initial 30-day period, commencing on June 13, 2019. The term will extend automatically for successive 30-day periods until a successor Chief Executive Officer is appointed (or until the date Ms. Gavales is no longer a director on the Board, or the Board otherwise decides to end the appointment). Ms. Gavales will be entitled to an additional cash retainer of \$50,000 per month for the initial 30-day period of the term, with any compensation for service as Chair of the Office of the CEO for any period after the initial term mutually agreed in good faith between Ms. Gavales and the Company. The additional retainer will not affect the other cash and equity retainers to which Ms. Gavales is entitled under the Company’s Non-Employee Director Compensation Policy.

As a result of Ms. Gavales’ appointment as Chair of the Office of the CEO, Ms. Gavales is no longer considered “independent” under the NASDAQ listing rules while she is serving as Chair of the Office of the Chief Executive Officer and accordingly will step down from the Nominating and Corporate Governance Committee.

Ms. Ryan and David Helkey, the Corporation’s Chief Financial Officer and Chief Operating Officer, will also serve as members of the Office of the CEO. The information specified in Item 5.02(c)(2) with respect to Ms. Ryan and Mr. Helkey is included in the Company’s Annual Report on Form 10-K filed on April 16, 2019, under “Executive Officers of the Company,” and in the Company’s definitive proxy statement, filed on April 25, 2019, under “Certain Relationships and Related Party Transactions,” which is incorporated by reference herein. Neither Ms. Ryan nor Mr. Helkey will be entitled to any additional compensation in respect of their service as members of the Office of the

CEO; however, the Company has agreed to extend Mr. Helkey's relocation benefits (and the date by which Mr. Helkey must relocate to the Moorestown, New Jersey area) pursuant to his existing employment agreement with the Company until June 30, 2020. Ms. Ryan and Mr. Helkey have executed letter agreements with the Company regarding their service as members of the Office of the CEO (the "**Ryan Letter**" and the "**Helkey Letter**," respectively). Pursuant to the Ryan Letter, the Company has also agreed to adjust the length of Ms. Ryan's non-competition covenant to align with the severance provisions under her existing employment agreement with the Company (that is, Ms. Ryan's non-competition covenant will survive for a period following termination of (x) 6 months, if such termination occurs before November 1, 2019, (y) 9 months, if such termination occurs on or after November 1, 2019, but prior to November 1, 2020, or (z) 12 months if such termination occurs on or after November 1, 2020).

The above summaries of the Chair Letter, Ryan Letter, and Helkey Letter do not purport to be complete and are qualified in their entirety by reference to the full terms of each such letter, which are filed herewith as Exhibits 10.1, 10.2, and 10.3, respectively.

Appointment of Eugene I. Davis to the Board

On June 12, 2019, the Board appointed Mr. Eugene I. Davis as a director on the Board, effective as of June 13, 2019, to fill the vacancy created by the resignation of Ms. Ryan from the Board. Mr. Davis will serve as Chair of the Board, replacing Anne-Charlotte Windal who will step down as Chair of the Board (but will remain as a member of the Board). The Board is evaluating committee assignments and will establish which committees Mr. Davis will serve on at a later date. There are no arrangements or understandings between Mr. Davis and any other persons pursuant to which he was appointed as a director of the Company, he has no family relationships with any of the Company's directors or executive officers, and he is not a party to, and he does not have any direct or indirect material interest in, any transaction requiring disclosure under Item 404(a) of Regulation S-K.

Currently, Mr. Davis, 64, serves as the Chairman and Chief Executive Officer of PIRINATE Consulting Group, LLC, a privately held consulting firm specializing in turnaround management, merger and acquisition consulting, hostile and friendly takeovers, proxy contests and strategic planning advisory services for domestic and international public and private business entities. Mr. Davis' career includes extensive retail experience. He has advised, managed and served in various senior leadership positions in the retail space throughout his career, specializing in difficult turnaround situations with a focus on maximizing shareholder value. He was the President, Vice Chairman and a director of Emerson Radio Corporation, a consumer electronics company, from 1990 to 1997 and was the Chief Executive Officer and Vice Chairman of Sport Supply Group, Inc., a direct-mail marketer of sports equipment, from 1996 to 1997.

Mr. Davis began his career in 1980 as an attorney and international negotiator with Exxon Corporation and Standard Oil Company (Indiana) and was in private practice from 1984 to 1998. Mr. Davis is and has also been a director of several private and public companies in various industries.

In connection with the appointment of Mr. Davis as a Chair of the Board, the Board granted him 6,000 shares of restricted stock pursuant to the Company's Amended and Restated 2005 Equity Incentive Plan. Consistent with other grants of restricted stock to non-employee directors, the shares granted to Mr. Davis 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 his death or disability or upon a change in control of the Company. Mr. Davis will otherwise be entitled to compensation for his service as a non-employee director in accordance with our Non-Employee Director Compensation Policy, which is described in the Company's definitive proxy statement, filed on April 25, 2019, under "Compensation of Directors," and which description is incorporated by reference herein.

Item 7.01 Regulation FD Information.

On June 12, 2019, the Company issued a press release relating to the management changes described in this Form 8-K. A copy of the press release is furnished herewith as Exhibit 99.1.

In accordance with General Instruction B.2 of Form 8-K, the information being furnished under this Item 7.01 pursuant to this Current Report on Form 8-K (this "**Form 8-K**") shall not be deemed to be "filed" for purposes of

Section 18 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference into any registration statement or other document filed by the Company under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such filing.

Forward-Looking Statements

This Form 8-K contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. The Company cautions that such forward-looking statements contained in this Form 8-K or made from time to time by management of the Company, including those regarding management changes and various business initiatives, involve risks and uncertainties, and are subject to change based on various important factors. The following factors, among others, could affect the Company’s ability to realize such savings and could cause actual results to differ materially from those expressed or implied in any such forward-looking statements: the strength or weakness of the retail industry in general and of apparel purchases in particular, our ability to successfully manage our various business initiatives, our ability to successfully manage our real estate relationships, overall economic conditions and other factors affecting consumer confidence, demographics and other macroeconomic factors that may impact the level of spending for apparel (such as fluctuations in pregnancy rates and birth rates), availability of suitable store locations, our ability to develop and source merchandise and other factors set forth in the Company’s periodic filings with the U.S. Securities and Exchange Commission, or in materials incorporated therein by reference. Although it is believed that the expectations reflected in such forward-looking statements are reasonable, no assurance can be given that such expectations will prove to have been correct and persons reading this release are therefore cautioned not to place undue reliance on these forward-looking statements which speak only as at the date of this Form 8-K. The Company assumes no obligation to update or revise the information contained in this release (whether as a result of new information, future events or otherwise), except as required by applicable law.

Item 9.01 Financial Statements and Exhibits.

Exhibit No.	Description
10.1	<u>Letter Agreement, dated June 12, 2019, between the Company and Lisa Gavales.</u>
10.2	<u>Letter Amendment, dated June 12, 2019, between the Company and Marla A. Ryan.</u>
10.3	<u>Letter Agreement, dated June 12, 2019, between the Company and David Helkey.</u>
99.1	<u>Press Release of the Company, dated June 12, 2019.</u>

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 duly authorized.

DESTINATION MATERNITY CORPORATION

By: /s/ David J. Helkey

Name: David J. Helkey

Title: Chief Financial Officer & Chief Operating Officer

Date: June 12, 2019

June 12, 2019

Lisa Gavales
c/o Destination Maternity Corporation
232 Strawbridge Drive
Moorestown, New Jersey 08057

RE: Office of the CEO

Dear Lisa:

This letter confirms our understanding that, effective as of June 13, 2019 (the "*Effective Date*"), you are hereby appointed as the Chair of the Office of the Chief Executive Officer of Destination Maternity Corporation (the "*Company*"). You shall serve in such capacity at the direction of the Board of the Directors (the "*Board*") of the Company (the "*Company*").

The term of your appointment as Chair of the Office of the Chief Executive Officer (the "*Term*") shall commence on the Effective Date and shall continue for an initial period of thirty (30) days (the "*Initial Term*"), subject to automatic extensions for additional periods of thirty (30) days each (each, an "*Extension Term*"). Any Extension Term shall end immediately upon the earliest to occur of (i) the commencement of employment of an Interim Chief Executive Officer or Chief Executive Officer of the Company (as applicable), (ii) the date that you cease to be a director of the Company for any reason, or (iii) the date specified by the Board in a written notice to you.

You shall be entitled to an additional cash retainer (the "*Fee*") of \$50,000 for the Initial Term. You and the Company shall mutually agree in good faith on any Fee for service as Chair of the Office of the Chief Executive Officer for any Extension Term. The Fee will be paid to you monthly in arrears, with the Fee for any Extension Term prorated for any partial month.

In addition to the matters set forth above, you hereby resign, effective as of the Effective Date, as a member of the Nominating & Governance Committee of the Board and from any other committee or sub-committee of the Board that you may be serving on as of such date (but not as a director on the Board).

During the Term, you expressly acknowledge and agree that you shall remain a non-employee director of the Company, shall not be an employee of the Company, and therefore shall not have any right to participate in (and hereby waive any such right that may exist) any of the Company's employee compensation and benefit plans or programs. You shall be solely responsible as an independent contractor for any taxes in connection with the Fee, but acknowledge that the Company may withhold any applicable taxes from Fee if so required by applicable law.

This letter agreement shall be governed and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of laws, and may only be changed or modified by an agreement in writing signed by the parties hereto. This letter agreement contains the entire agreement and understanding of the parties hereto relating to the subjects addressed herein. This letter agreement may be executed in multiple counterparts (including by electronic signature, in portable document format (.pdf) or otherwise), each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

* * * * *

If you are in agreement with the foregoing, please execute this letter agreement at the signature line below and return an executed copy to the Company.

Very truly yours,

DESTINATION MATERNITY CORPORATION

By: /s/ David J. Helkey

Name: David J. Helkey

Title: Chief Operating Officer & Chief Financial Officer

ACCEPTED AND AGREED TO BY:

/s/ Lisa Gavales

Lisa Gavales

Date: June 12, 2019

June 12, 2019

Marla A. Ryan
c/o Destination Maternity Corporation
232 Strawbridge Drive
Moorestown, New Jersey 08057

RE: Employment Agreement Amendment

Dear Marla:

Reference is made to that certain Executive Employment Agreement, by and between you and Destination Maternity Corporation (the "*Company*"), dated as of November 1, 2018 (as amended, supplemented, or modified from time to time, the "*Employment Agreement*"). Capitalized terms used but not defined herein have the meanings given to them in the Employment Agreement.

This letter agreement (this "*Amendment*") memorializes certain changes in your employment with the Company, as you have discussed with the Board. By your signature below, you acknowledge and agree that, effective as of June 13, 2019 (the "*Amendment Effective Date*"), the Employment Agreement is hereby amended as follows:

1. Change in Role.

- (a) The last three sentences of Section 1 of the Employment Agreement are amended and restated in their entirety as follows:
- During the Term (as defined below), the Executive shall be employed as the President of the Company. The Executive's initial responsibilities in such position shall be to oversee all design, merchandising, and sourcing for the Company, and to assist the Company in business development and building strategic partnerships, but the Executive's responsibilities may vary from time to time as reasonably determined by either (i) the Chair of the Office of the Chief Executive Officer, the Interim Chief Executive Officer, or the Chief Executive Officer (as applicable, the "**CEO**"), or (ii) the Board of Directors of the Company (the "**Board**"). The Executive shall initially report to the Chair of the Office of the Chief Executive Officer, but shall report to the Interim Chief Executive Officer or Chief Executive Officer, as applicable, when appointed. In addition, the Executive shall serve as a member of the Office of the Chief Executive Officer at the discretion of the Board, without additional compensation for such service.
- (b) The references to "Board" in the first sentence of Section 3 of the Employment Agreement, Section 5.2.1 of the Employment Agreement, and Section 6.6.1 of the Agreement are hereby replaced with "Board or the CEO."

2. Modifications to Certain Definitions.

- (a) The definition of "Good Reason" in Section 6.6.5 of the Employment Agreement is hereby amended by deleting the phrase "or removal from the Board" in clause (a) thereof.
- (b) The definition of "Restricted Period" in Section 6.6.7 of the Employment Agreement is hereby amended and restated in its entirety as follows:

"Restricted Period" means the period immediately following Executive's termination of employment equal to (a) six (6) months, if such termination occurs before November 1, 2019, (b) nine (9) months, if such termination occurs on or following November 1, 2019, but prior to November 1, 2020, or (c) twelve (12) months if such termination occurs on or following November 1, 2020.

- 3. Mutuality of Agreement; No Good Reason. You expressly acknowledge and agree that the matters contemplated in this Amendment are the result of your mutual agreement with the Company and you hereby expressly consent to such matters, and that the amendments to the Employment Agreement and the changes in your role contemplated herein (including, without limitation, your change in title and resignation from the Board set forth below) do not constitute "Good Reason," and you hereby waive any such right to claim "Good Reason" with respect to the foregoing. For the avoidance of doubt, you expressly acknowledge and agree that no severance compensation or benefits shall be payable in connection with this Amendment.
- 4. No Other Changes. Except as expressly set forth herein, the Employment Agreement shall remain in full force and effect in accordance with its terms.

In addition to the matters set forth above, you hereby resign, effective as of the Amendment Effective Date, as a director on the Board.

This Amendment shall be governed and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of laws. Any disputes in connection with this Amendment shall be resolved in accordance with Sections 12.5 and 12.6 of the Employment Agreement. The Employment Agreement, as amended by this Amendment, contains the entire agreement and understanding of the parties thereto and hereto relating to the subjects addressed in those documents. This Amendment may only be changed or modified by an agreement in writing signed by the parties hereto. Headings of sections in this Amendment are inserted for convenience only and will not in any way affect the meaning or construction of this Amendment. This Amendment may be executed in multiple counterparts (including by electronic signature, in portable document format (.pdf) or otherwise), each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

* * * * *

If you are in agreement with the foregoing, please execute this Amendment at the signature line below and return an executed copy to the Company.

Very truly yours,

By: /s/ David J. Helkey

Name: David J. Helkey

Title: Chief Operating Officer & Chief Financial Officer

ACCEPTED AND AGREED TO BY:

/s/ Marla A. Ryan

Marla A. Ryan

Date: June 12, 2019

June 12, 2019

David J. Helkey
c/o Destination Maternity Corporation
232 Strawbridge Drive
Moorestown, New Jersey 08057

RE: Office of the CEO

Dear Dave:

This letter confirms our understanding that, effective as of June 13, 2019, you have been appointed as a member of the Office of the Chief Executive Officer of Destination Maternity Corporation (the "*Company*"). You shall serve in such capacity at the direction of the Board of Directors of the Company (the "*Board*").

You acknowledge and agree that this appointment is temporary, that the Board may terminate the appointment at any time, and that the appointment will automatically terminate upon the commencement of employment of an Interim Chief Executive Officer or Chief Executive Officer of the Company (or the termination of your employment with the Company). You acknowledge that this appointment does not entitle you to any additional compensation or benefits.

In addition, you expressly acknowledge and agree that the matters contemplated in this letter agreement are the result of your mutual agreement with the Company and you hereby expressly consent to such matters, and that neither your appointment as a member of the Office of the Chief Executive Officer nor the termination of that appointment constitute "Good Reason" (as defined in your Executive Employment Agreement with the Company, dated as of January 9, 2019 (as supplemented or modified from time to time, the "*Employment Agreement*")) and you hereby waive any such right to claim "Good Reason" with respect to the foregoing. For the avoidance of doubt, you expressly acknowledge and agree that no severance compensation or benefits shall be payable in connection with your appointment as a member of the Office of the Chief Executive Officer nor the termination of that appointment.

You and the Company have mutually agreed to amend Exhibit D to the Employment Agreement ("Relocation Benefits") as follows:

- The date by which you must relocate your primary and permanent residence to the Moorestown, New Jersey area, as described in Section 1 of such Exhibit D, is hereby extended to June 30, 2020.
- The reference to "six (6) months following the Effective Date" in Section 2 of such Exhibit D is hereby replaced with "June 30, 2020."

Except as expressly provided herein, the Employment Agreement remains unchanged and in full force and effect in accordance with its terms.

This letter agreement shall be governed and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of laws. This letter agreement contains the entire agreement and understanding of the parties hereto relating to the subjects addressed herein. This letter agreement may only be changed or modified by an agreement in writing signed by the parties hereto. This letter agreement may be executed in multiple counterparts (including by electronic signature, in portable document format (.pdf) or otherwise), each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

* * * * *

If you are in agreement with the foregoing, please execute this letter agreement at the signature line below and return an executed copy to the Company.

Very truly yours,

DESTINATION MATERNITY CORPORATION

By: /s/ Rodney Schriver

Name: Rodney Schriver

Title: Senior Vice President & Chief Accounting Officer

ACCEPTED AND AGREED TO BY:

/s/ David J. Helkey

David J. Helkey

Date: June 12, 2019

DESTINATION
MATERNITY.
CORPORATION

**DESTINATION MATERNITY CORPORATION ANNOUNCES SENIOR LEADERSHIP TRANSITION
AND APPOINTS NEW BOARD MEMBER**

CEO Marla Ryan to Step Down; Board Initiates CEO Search

Lisa Gavales Named Chair of Newly Created Interim Office of the CEO

Company Adds Gene Davis to Board of Directors

MOORESTOWN, N.J. – (June 12, 2019) – Destination Maternity Corporation (Nasdaq: DEST) announced today that Marla Ryan, by mutual agreement with the Board of Directors, will step down as Chief Executive Officer, effective June 13, 2019. Destination Maternity also announced it has appointed Gene Davis to its Board of Directors. Upon his appointment, Mr. Davis will serve as Chairman of the Destination Maternity Board of Directors.

Senior Leadership Transition

Destination Maternity today announced that Marla Ryan, by mutual agreement with the Board, will step down as Chief Executive Officer, effective June 13, 2019. Ms. Ryan will remain with the Company to assist with the transition and will also assume a new role as President of product design, sourcing and merchandising.

The Destination Maternity Board has created an interim Office of the CEO, which will provide ongoing leadership and oversight of the day-to-day operations of the Company while a search is conducted for a new CEO. The interim Office of the CEO will be comprised of Lisa Gavales, a member of the Board of Directors, Marla Ryan, now President of product design, sourcing and merchandising and Dave Helkey, current CFO and COO. Ms. Gavales will serve as Chair of the Office of the CEO.

Lisa Gavales, a member of Destination Maternity's Board of Directors, said, "As the Company strives to improve its performance and deliver profitable growth, the Board of Directors unanimously determined that the Company would benefit from new leadership and enhanced execution. In addition to beginning an active and immediate search for a new permanent CEO, the Board will also conduct a comprehensive review of the Company's strategic initiatives to ensure that the Company is pursuing an aggressive strategy to effect real and sizeable change in the business."

Ms. Gavales added, "We would also like to thank Marla for her tireless efforts and dedication as CEO of Destination Maternity and we look forward to her continued contributions as she moves into her new role with the Company."

New Board Member

Destination Maternity also announced today that Gene Davis will join its Board of Directors, effective June 13, 2019, serving as Chairman of the Destination Maternity Board of Directors.

"We are thrilled to be adding Gene to the Board," said Ms. Gavales. "Gene is a uniquely talented executive who brings highly relevant turnaround management and strategic planning experience that will be valuable to the Board as we look to strengthen the business and drive long term shareholder value. We look forward to his immediate contributions."

Currently, Mr. Davis serves as the Chairman and Chief Executive Officer of PIRINATE Consulting Group, LLC, a privately held consulting firm specializing in turnaround management, merger and acquisition consulting, hostile and friendly takeovers, proxy contests and strategic planning advisory services for domestic and international public and private business entities. Mr. Davis' career includes extensive retail experience. He has advised, managed and served in various senior leadership positions in the retail space throughout his career, specializing in difficult turnaround situations with a focus on maximizing shareholder value. He was the President, Vice Chairman and a director of Emerson Radio Corporation, a consumer electronics company, from 1990 to 1997 and was the Chief Executive Officer and Vice Chairman of Sport Supply Group, Inc., a direct-mail marketer of sports equipment, from 1996 to 1997.

Mr. Davis began his career in 1980 as an attorney and international negotiator with Exxon Corporation and Standard Oil Company (Indiana) and was in private practice from 1984 to 1998. Mr. Davis is and has also been a director of several private and public companies in various industries.

About Destination Maternity

Destination Maternity is the leading designer and omni-channel retailer of maternity apparel in the United States, with the only nationwide chain of maternity apparel specialty stores, as well as a deep and expansive assortment available through multiple online distribution points, including our three brand-specific websites. As of May 4, 2019, we operate 998 retail locations, including 452 stores in the United States, Canada and Puerto Rico, and 546 leased departments located within department stores and baby specialty stores throughout the United States and Canada. We also sell our merchandise on the Internet, primarily through our Motherhood.com, APeaInThePod.com and DestinationMaternity.com websites. We also sell our merchandise through our Canadian website, MotherhoodCanada.ca, through Amazon.com in the United States, and through websites of certain of our retail partners, including Macys.com. Our 452 stores operate under three retail nameplates: Motherhood Maternity®, A Pea in the Pod® and Destination Maternity®. We also operate 546 leased departments within leading retailers such as Macy's®, buybuy BABY® and Boscov's®. Generally, we are the exclusive maternity apparel provider in our leased department locations.

Forward-Looking Statements

The Company cautions that any forward-looking statements (as such term is defined in the Private Securities Litigation Reform Act of 1995) contained in this press release or made from time to time by management of the Company, including those regarding earnings, net sales, comparable sales, other results of operations, liquidity and financial condition, and various business initiatives, involve risks and uncertainties, and are subject to change based on various important factors. The following factors, among others, in some cases have affected and in the future could affect the Company's financial performance and actual results and could cause actual results to differ materially from those expressed or implied in any such forward-looking statements: the strength or weakness of the retail industry in general and of apparel purchases in particular, our ability to successfully manage our various business initiatives, the success of our international business and its expansion, our ability to successfully manage and retain our leased department and international franchise relationships and marketing partnerships, future sales trends in our various sales channels, unusual weather patterns, changes in consumer spending patterns, raw material price increases, overall economic conditions and other factors affecting consumer confidence, demographics and other macroeconomic factors that may impact the level of spending for apparel (such as fluctuations in pregnancy rates and birth rates), expense savings initiatives, our ability to anticipate and respond to fashion trends and consumer preferences, unanticipated fluctuations in our operating results, the impact of competition and fluctuations in the price, availability and quality of raw materials and contracted products, availability of suitable store locations, continued availability of capital and financing, our ability to hire, develop and retain senior management and sales associates, our ability to develop and source merchandise, our ability to receive production from foreign sources on a timely basis, our compliance with applicable financial and other covenants under our financing arrangements, potential debt prepayments, the trading liquidity of our common stock, changes in market interest rates, our compliance with certain tax incentive and abatement programs, war or acts of terrorism and other factors set forth in the Company's periodic filings with the SEC, or in materials incorporated therein by reference.

Although it is believed that the expectations reflected in such forward-looking statements are reasonable, no assurance can be given that such expectations will prove to have been correct and persons reading this announcement are therefore cautioned not to place undue reliance on these forward-looking statements which speak only as at the date of this announcement. The Company assumes no obligation to update or revise the information contained in this announcement (whether as a result of new information, future events or otherwise), except as required by applicable law.

Contact

Sloane & Company

Erica Bartsch / Alex Kovtun, 212-486-9500

Ebartsch@sloanep.com / Akovtun@sloanep.com

###