
**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): May 29, 2018

DESTINATION MATERNITY CORPORATION

(Exact name of Registrant as specified in Charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

0-21196
Commission
File number

13-3045573
(I.R.S. Employer
Identification Number)

232 Strawbridge Drive
Moorestown, NJ 08057
(Address of Principal Executive Offices)

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

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.

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

On May 29, 2018, the Board of Directors (the “Board”) of Destination Maternity Corporation (the “Company”) appointed Marla A. Ryan to the position of Chief Executive Officer, effective immediately. Ms. Ryan replaces Melissa Payner-Gregor, who served as interim Chief Executive Officer since January 2018 and as a director of the Company from August 2009 to May 2018. On May 29, 2018, Ms. Payner-Gregor resigned to pursue other opportunities effective immediately.

In connection with Ms. Payner-Gregor’s departure, and in accordance with her letter agreement with the Company dated January 3, 2018 (the “Payner-Gregor Letter Agreement”), on June 4, 2018, the Company entered into a Release Agreement with Ms. Payner-Gregor, pursuant to which Ms. Payner-Gregor granted a general release in favor of the Company as a condition of receiving the payment specified in the Payner-Gregor Letter Agreement. Ms. Payner-Gregor will continue to be paid through June 1, 2018. The foregoing description of the Release Agreement is not complete and is subject to and qualified in its entirety by reference to the full text of the Release Agreement, a copy of which is filed herewith as Exhibit 10.1 and is incorporated herein by reference.

In respect of Ms. Ryan’s service as Chief Executive Officer, on June 4, 2018, she and the Company entered into a letter agreement concerning compensation. The letter agreement was approved by the Board and the Compensation Committee of the Board (the “Compensation Committee”). Pursuant to the letter agreement, the Company agreed to pay to Ms. Ryan the compensation set forth in paragraphs (a) through (c) below. The Company and Ms. Ryan intend to enter into a new and more complete employment agreement by July 30, 2018.

Ms. Ryan’s compensation for her service as Chief Executive Officer under the letter agreement is as follows:

- (a) a base salary payable at an annual rate of \$620,000;
- (b) reimbursement for all reasonable and necessary business expenses incurred for the benefit of the Company during her period of service, including reimbursement of reasonable transportation and temporary living expenses incurred by Ms. Ryan as a result of her commuting and/or temporary relocation during her period of service; and
- (c) payment of certain severance benefits in the event Ms. Ryan’s employment ceases due to a termination by the Company without Cause (as defined in the letter agreement) or a resignation by her for Good Reason (as defined in the letter agreement).

The foregoing description of Ms. Ryan’s letter agreement is not complete and is subject to and qualified in its entirety by reference to the full text of the letter agreement, a copy of which is filed herewith as Exhibit 10.2 and is incorporated herein by reference.

Ms. Ryan, 51 years old, is the founder and Chief Executive Officer of Lola Advisors LLC, a business consultancy working in the apparel, beauty and wellness sectors. Prior to founding Lola Advisors LLC, Ms. Ryan was employed by Lands’ End, a multi-channel retailer of casual clothing, accessories and footwear, as well as home products, from 2009 through 2017, most recently serving as Senior Vice President of Retail.

Item 7.01. Regulation FD Information.

On May 30, 2018, the Company issued a press release relating to the management changes described in Item 5.02 of this Form 8-K. A copy of the press release is furnished herewith as Exhibit 99.1.

Item 8.01. Other Events.

On May 29, 2018, the Company issued a press release regarding the official voting results of its 2018 Annual Meeting of Stockholders. A copy of the Company’s press release is attached hereto as Exhibit 99.2 and is hereby incorporated by reference.

On May 29, 2018, the Board appointed Anne-Charlotte Windal to serve as the independent Chair of the Board. Further, the Board appointed (a) Holly N. Alden, Christopher B. Morgan, and Ms. Windal to serve on the Audit Committee of the Board (the “Audit Committee”), with Mr. Morgan to serve as chair of the Audit Committee; (b) Mr. Morgan and Ms. Windal to serve on the Compensation Committee, with Ms. Windal to serve as chair of the Compensation Committee; and (c) Mr. Morgan and Ms. Windal to serve on the Nominating and Corporate Governance Committee of the Board (the “Nominating and Corporate Governance Committee”), with Mr. Morgan to serve as chair of the Nominating and Corporate Governance Committee.

Item 9.01 **Financial Statements and Exhibits.**

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Release Agreement dated June 4, 2018, between the Company and Melissa Payner-Gregor.</u>
10.2	<u>Letter Agreement dated June 4, 2018, between the Company and Marla A. Ryan.</u>
99.1	<u>Press Release of the Company dated May 30, 2018.</u>
99.2	<u>Press Release of the Company dated May 29, 2018.</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.

Date: June 4, 2018

DESTINATION MATERNITY CORPORATION

By: /s/ David Stern

Name: David Stern

Title: Executive Vice President & Chief Financial Officer

RELEASE AGREEMENT

THIS RELEASE AGREEMENT (this “**Release**”) is made by and between MELISSA PAYNER-GREGOR (“**Employee**”) and DESTINATION MATERNITY CORPORATION (the “**Company**”).

WHEREAS, Employee has decided to resign from the position of Interim Chief Executive Officer effective at the close of business on June 1, 2018 (the “**Effective Time**”); and

WHEREAS, in recognition of Employee’s service to the Company and to obtain a release from Employee, the Company, subject to Employee’s execution and non-revocation of this Release, has agreed to pay Employee a certain sum upon her resignation pursuant to the Letter Agreement by and between the Company and Employee dated January 3, 2018 (the “**Agreement**”), certain benefits pursuant to a COBRA Continuation Coverage Letter Agreement by and between the Company and Employee dated March 22, 2018 (the “**COBRA Agreement**”), and certain additional amounts as set forth herein.

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. Resignation and Consideration.

1.1. Employee hereby resigns as an officer of the Company and each of its subsidiaries and affiliates, in each case, effective as of the Effective Time.

1.2. Employee’s employment as interim Chief Executive Officer of the Company is hereby terminated effective as of the Effective Time.

1.3. The Company will, in exchange for and contingent upon Employee’s execution and non-revocation of this Release, provide Employee with: (a) a lump sum payment of the \$50,000 bonus (as set forth in the Section of the Agreement entitled “**Bonus**”) payable upon termination of Employee’s employment by the Company, which shall be paid as soon as practicable following the date on which the Release becomes effective; (b) continuation of Employee’s base salary at the current rate through and including June 1, 2018, such payments to be paid in accordance with the Company’s normal payroll practices; ; (c) reimbursement of all of Employee’s business expenses incurred on or before June 1, 2018, in accordance with the Company’s expense reimbursement policy for senior executives; and (d) certain benefits as described in the COBRA Agreement.

1.4. Employee acknowledges that: (i) the payments, rights and benefits set forth in Section 1.3 above constitute full settlement of all her rights under the Agreement, (ii) she 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 her execution and non-revocation of this Release, the payments specified in Section 1.3(a), 1.3 (b), and 1.3(c) above would not be provided to her.

2. Employee's Release.

2.1. Employee hereby fully and forever releases and discharges the Company, its parent and subsidiary corporations and each of their predecessors, successors, assigns, stockholders, affiliates, officers, directors, trustees, 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 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 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 she has not filed a lawsuit or initiated any other administrative proceeding against a Released Person and that she has not assigned any claim against a Released Person. Employee further promises not to initiate a lawsuit or to bring any other claim against the other 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 Section 1.3 of the Release, (b) claims for benefits (not including severance benefits), if any, 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 indemnification under the Company's By-Laws or policies of insurance.

3. Company Release.

3.1. The Company hereby fully and forever releases and discharges Employee and her 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.

3.3. The foregoing will not be deemed to release Employee from claims (a) arising from acts or omissions by Employee prior to the Effective Time that would constitute a crime or willful misconduct or (b) that are not known to any member of the Company's Board of Directors (provided that a claim will be deemed known if the basis for each material element of the claim could have been ascertained by the Board of Directors prior to the date hereof upon reasonable inquiry).

4. 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. Notwithstanding the foregoing, in no event will any legally required disclosure or action be deemed to violate this Section, regardless of the content of such disclosure or the nature of such action.

5. Disclosures. Employee and the Company agree that nothing in this Agreement prevents or prohibits Employee from (i) making any 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.

6. Cooperation. Employee further agrees that, subject to reimbursement of her reasonable expenses, she will cooperate fully with the Company and its counsel with respect to any matter (including litigation, investigations, or governmental proceedings) in which Employee was in any way involved during her employment with the Company. Employee will render such cooperation in a timely manner on reasonable notice from the Company, provided that the Company will attempt to limit the need for Employee's cooperation under this Section so as not to unduly interfere with her other personal and professional commitments.

7. 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 personal file.

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.

8. **Rescission Right.** Employee expressly acknowledges and recites that (a) she has read and understands the terms of this Release in its entirety, (b) she has entered into this Release knowingly and voluntarily, without any duress or coercion; (c) she has been advised orally and is hereby advised in writing to consult with an attorney with respect to this Release before signing it; (d) she was provided 21 calendar days after receipt of the Release to consider its terms before signing it; and (e) she is provided 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 7 days by providing written notice of revocation to the Company at the address specified in Section 7 herein.

9. **Challenge.** If Employee violates or challenges the enforceability of this Release, no further payments, rights or benefits under Section 1.3 of the Release (or under the Section of the Agreement entitled "Bonus") will be due to Employee.

10. **Miscellaneous.**

10.1. **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.

10.2. **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.

10.3. **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.

10.4. **Governing Law.** This Release shall be governed by, and enforced in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to the application of the principles of conflicts of laws.

10.5. Counterparts and Facsimiles. This Release may be executed, including execution by facsimile 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.]

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 on the date indicated below, respectively.

DESTINATION MATERNITY CORPORATION

By: /s/ David Stern

Name & Title: David Stern, Executive Vice President and
Chief Financial Officer

Date: June 4, 2018

MELISSA PAYNER-GREGOR

/s/ Melissa Payner-Gregor

Date: June 1, 2018

DESTINATION
MATERNITY
CORPORATION

232 Strawbridge Drive, Moorestown, NJ 08057. 856.291.9700. Destinationmaternitycorp.com

May 30, 2018

Marla A. Ryan
VIA HAND DELIVERY

Re: Employment Terms

Dear Marla:

On behalf of Destination Maternity Corporation (the “**Company**”), I am pleased to confirm the Company’s employment of you (also referred to as the “**Executive**”) as the Chief Executive Officer of the Company. This letter agreement (“**Agreement**”) memorializes the terms and conditions agreed to and shall become effective May 30, 2018 (the “**Effective Date**”). The terms and conditions of your employment with the Company following the Effective Date shall be as follows:

POSITION: Chief Executive Officer of the Company.

REPORTING: Board of Directors of the Company (the “**Board**”).

DUTIES: During your employment by the Company, you shall use your best efforts to serve the Company faithfully and shall devote your full time, attention, skill and efforts to the performance of the duties required as or appropriate for a Chief Executive Officer of the Company. You agree to assume such duties and responsibilities as may be customarily incident to such position and as may be reasonably and lawfully assigned to you from time to time by the Board.

Your employment will be on an at-will basis.

EMPLOYMENT AGREEMENT: The Company and the Executive intend to enter into a new and more complete employment agreement (the “**Definitive Agreement**”) by July 30, 2018. Each of you and the Company agrees to work in good faith to complete and execute such agreement on mutually agreeable terms as soon as possible and in no event later than July 30, 2018.

BASE SALARY: Commencing with the Effective Date, you will be paid an annualized base salary of \$620,000 (“**Base Salary**”), payable in accordance with the Company’s regular payroll practices in effect from time to time.

EXPENSES: The Company shall reimburse you for all reasonable and necessary business expenses incurred for the benefit of the Company during your period of service, including reimbursement of reasonable transportation and temporary living expenses incurred by you as a result of your commuting and/or temporary relocation during your period of service.

BENEFITS: During your employment, you will be eligible to participate in all medical and health plans or other employee welfare benefit or retirement plans that the Company provides to other senior executive officers, subject to the terms of those plans.

TERMINATION: As stated above, you will be an “at-will” employee who can resign or terminate your employment with the Company at any time. Likewise, the Company may terminate your employment at any time and for any reason whatsoever, with or without cause or any advance notice.

Upon any cessation of your employment with the Company, you will be entitled only to such compensation and benefits as described in Appendix A to this Agreement.

SECTION 409A COMPLIANCE: Notwithstanding the other provisions hereof, this Agreement is intended to comply with or be exempt from the requirements of Section 409A, to the extent applicable, and this Agreement shall be interpreted to avoid any penalty sanctions under Section 409A. Accordingly, all provisions herein, or incorporated by reference, shall be construed and interpreted to comply with or be exempt from Section 409A, if necessary, any such provision shall be deemed amended to comply with Section 409A and regulations thereunder.

Notwithstanding anything to the contrary contained in this Agreement, all reimbursements and in-kind benefits provided hereunder shall be made or provided in accordance with the requirements of section 409A of the Code, including, where applicable, the requirement that (i) any reimbursement shall be for expenses incurred during your lifetime, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a taxable year may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, (iii) the reimbursement of an eligible expense will be made on or before the last day of the taxable year following the year in which the expense is incurred, and (iv) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

MISCELLANEOUS:

The Company will pay reasonable legal fees incurred by you in negotiating this Agreement and the Definitive Agreement.

The Company will be entitled to withhold from any amounts to be paid or benefits provided to you hereunder any federal, state, local or foreign withholding, FICA contributions, or other taxes, charges or deductions which it is from time to time required to withhold. The Company will be entitled to rely on the advice of counsel if any question as to the amount or requirement of any such withholding shall arise.

As a Company employee, you will be expected to abide by all Company rules and regulations.

Any notice, request, instruction or other document given under this Agreement shall be in writing and shall be addressed and delivered, in the case of the Company, to the Board at the principal office of the Company and, in your case, to your address as shown in the records of the Company or to such other address as may be designated in writing by either party.

This Agreement shall be exclusively governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law doctrine.

The provisions of this Agreement are severable and the invalidity of any one or more provisions shall not affect the validity of any other provision.

A waiver by either party of any breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the other party.

This Agreement forms the complete statement of your employment terms with the Company, and supersedes any other agreements made to you by anyone, whether oral or written. This Agreement may not be amended or revised except by a writing signed by the parties.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

[Signature Page Follows]

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

Very truly yours,

/s/ David Stern

Destination Maternity Corporation

David Stern

Executive Vice President & Chief Financial Officer

Accepted and agreed to by:

/s/ Marla A. Ryan

Marla A. Ryan

Date: May 30, 2018

Appendix A

1. **Termination**. Upon any cessation of her employment with the Company, Executive will be entitled only to such compensation and benefits as described in this **Section 1**. Upon any cessation of her employment for any reason, unless otherwise requested by the Company, Executive agrees to resign immediately from all officer and director positions she then holds with the Company and its affiliates, other than the Board of Directors of the Company.

1.1. **Termination without Cause or for Good Reason**. If Executive's employment by the Company ceases due to a termination by the Company without Cause (as defined below) or a resignation by Executive for Good Reason (as defined below), Executive will be entitled to:

1.1.1. payment of all accrued and unpaid Base Salary through the date of such cessation;

1.1.2. a lump sum severance payment of \$50,000; and

1.1.3. monthly reimbursement of the applicable premium payable for COBRA continuation coverage for Executive (and, to the extent covered immediately prior to the date of such cessation, her eligible dependents) for a period equal to 12 months.

Except as otherwise provided in this **Section 1.1**, all compensation and benefits will cease at the time of such cessation and the Company will have no further liability or obligation by reason of such cessation. The payments and benefits described in this **Section 1.1** are in lieu of, and not in addition to, any other severance arrangement maintained by the Company. Notwithstanding any provision of this Agreement, the payments and benefits described in **Section 1.1** are conditioned on Executive's execution and delivery to the Company, within 45 days following her cessation of employment, of a general release of claims against the Company and its affiliates in such form as the Company may reasonably require (the "**Release**"). Subject to the "Section 409A Compliance" section of the Agreement to which this Appendix is attached, and provided the Release is not revoked, the severance benefits described herein will begin to be paid or provided (x) 15 days after the Release has been delivered, if the 60-day period following the cessation of employment does not straddle two calendar years; or (y) the later of 15 days after the Release has been delivered or the first regularly scheduled payroll date in the calendar year following the cessation of employment, if the 60-day period following such cessation straddles two calendar years.

1.2. **Other Terminations**. If Executive's employment with the Company ceases for any reason other than as described in **Section 1.1**, above (including but not limited to termination (a) by the Company for Cause, (b) as a result of Executive's death, (c) as a result of Executive's disability or (d) by Executive without Good Reason), then the Company's obligation to Executive will be limited solely to the payment of accrued and unpaid Base Salary through the date of such cessation. All compensation and benefits will cease at the time of such cessation and, except as otherwise provided by COBRA, the Company will have no further liability or obligation by reason of such termination. The foregoing will not be construed to limit Executive's right to payment or reimbursement for claims incurred prior to the date of such termination under any insurance contract funding an employee benefit plan, policy or arrangement of the Company in accordance with the terms of such insurance contract.

1.3. **Definitions**. For purposes of this Agreement:

1.3.1. "**Cause**" means: (a) conviction of, or the entry of a plea of guilty or no contest to, a crime, other than a minor traffic offense; (b) alcohol abuse or use of controlled drugs (other than in accordance with a physician's prescription); (c) willful misconduct or gross negligence in the

course of employment; (d) material breach of any published Company policy, including (without limitation) the Company's ethics guidelines, insider trading policies or policies regarding employment practices; (e) material breach of any agreement with or duty owed to the Company or any of its affiliates; or (f) refusal to perform the lawful and reasonable directives of the Board of Directors. For avoidance of doubt, a separation from service that occurs as a result of a condition entitling the Executive to benefits under any Company sponsored or funded long term disability arrangement will not constitute a termination "without Cause."

1.3.2. "Good Reason" means any of the following, without the Executive's prior consent: (a) a material, adverse change in title, authority or duties (including the assignment of duties materially inconsistent with the Executive's position) or removal from the Board of Directors of the Company; (b) a reduction in Base Salary; or (c) a relocation of the Executive's principal worksite more than 50 miles. However, none of the foregoing events or conditions will constitute Good Reason unless the Executive provides the Company with written objection to the event or condition within 30 days following the occurrence thereof, the Company does not reverse or otherwise cure the event or condition within 30 days of receiving that written objection, and the Executive resigns her employment within 30 days following the expiration of that cure period.



MARLA A. RYAN APPOINTED CHIEF EXECUTIVE OFFICER OF DESTINATION MATERNITY

- Anne-Charlotte Windal Appointed Independent Chair of the Board -

MOORESTOWN, N.J. – (May 30, 2018) – Destination Maternity Corporation (NASDAQ: DEST) today announced that the Company’s Board of Directors has appointed Marla A. Ryan to the position of Chief Executive Officer, effective immediately. Ms. Ryan replaces Melissa Payner-Gregor, who served as an interim CEO since January 2018 and director of the Company since August 2009. Ms. Payner-Gregor is exiting the Company to pursue other opportunities.

“I am honored to take on the leadership of Destination Maternity and its iconic brand portfolio including Motherhood and A Pea in the Pod,” said Ms. Ryan. “It is an exciting time for the Company as we embark on important efforts to unlock Destination Maternity’s full potential, with a focus on performance and improving shareholder value. I look forward to working closely with the board and all our employees to implement a comprehensive and attainable business plan geared toward accelerating revenue growth, rationalizing expenses and improving our profitability.

The newly appointed independent Chair of the Board of Directors, Anne-Charlotte Windal, said, “The entire Board is confident in Marla’s experience and ability, and will work closely with her to drive growth, increase sales and help return the Company to its historic success and profitability. We believe that Marla is the ideal leader to drive immediate change at Destination Maternity.”

Ms. Ryan brings more than 25 years of experience in branded apparel and retail, as well as extensive experience consulting to Fortune 500 companies. Ms. Ryan is also the founder and Chief Executive Officer of Lola Advisors LLC, a business consultancy working in the apparel, beauty and wellness sectors. Prior to founding Lola Advisors LLC, Ms. Ryan was employed by Lands’ End from 2009 through 2017, most recently serving as Senior Vice President of Retail. In this role, Ms. Ryan managed the Retail business unit, including Lands’ End shops at Sears, retail and outlet stores, and served as a member of the Executive Leadership Team. From 2009 to 2012, Ms. Ryan held various senior positions at Lands’ End, including Senior Vice President of Global Omni-Merchandising and Vice President of Retail. From 2002 to 2009, Ms. Ryan served in various senior positions at J.Crew, Inc., including Vice President of Crewcuts, J.Crew’s children’s apparel division. Prior to that, she served in various merchandising and management roles at Brooks Brothers, American Eagle, Abercrombie & Fitch and The Gap, Inc.

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 release 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 (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 release are therefore cautioned not to place undue reliance on these forward-looking statements which speak only as at the date of this release. 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.

About Destination Maternity

Destination Maternity Corporation is the world’s largest designer and retailer of maternity apparel. As of October 28, 2017, Destination Maternity operates 1,147 retail locations in the United States, Canada and Puerto Rico, including 501 stores, predominantly under the trade names Motherhood Maternity®, A Pea in the Pod® and Destination Maternity®, and 646 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 and Israel. As of October 28, 2017, Destination Maternity has 208 international franchised locations, including 16 standalone stores operated under one of the Company’s nameplates and 192 shop-in-shop locations.

Media Contact

Sloane & Company
Dan Zacchei, 212-486-9500
Dzacchei@sloanepr.com

Or

Sarah Braunstein, 212-486-9500
sbraunstein@sloanepr.com

###

Destination Maternity Announces Certified Results of 2018 Annual Meeting of Shareholders

MOORESTOWN, N.J. – May 29, 2018 – Destination Maternity Corporation (NASDAQ:DEST) (“Destination Maternity” or the “Company”), the world’s leading maternity apparel retailer, today announced the official voting results of its 2018 Annual Meeting of Shareholders which took place in Moorestown, New Jersey on Wednesday, May 23. Certified by American Election Services, LLC, as inspector of election, stockholders of the Company voted to elect Holly N. Alden, Christopher B. Morgan, Marla A. Ryan and Anne-Charlotte Windal, the nominees of Nathan G. Miller and Peter O’Malley’s (the “Investors”), to Destination Maternity’s Board.

Director Marla Ryan commented, “On behalf of the newly-elected directors, we want to thank all of the stockholders for participating in this year’s Annual Meeting. The new board will take every vote into consideration and will use the results as a guide for conducting business and setting our strategy going forward. We are excited to work urgently and collaboratively with management to help Destination Maternity grow and realize its full potential.”

In addition to the election of the Investors’ director nominees, Destination Maternity shareholders also approved the appointment of KPMG LLP as the Company’s independent registered public accountant for 2018 as well as the stockholder proposal presented at the meeting by the Investors. The majority of stockholders also voted against the advisory vote on compensation, which the director-elect board will take into consideration.

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 release or made from time to time by management of the Company, including those regarding real estate opportunities, sales, additional borrowing capacity, expected SG&A savings 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 (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 release are therefore cautioned not to place undue reliance on these forward-looking statements which speak only as at the date of this release. 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.

About Destination Maternity

Destination Maternity Corporation is the world's largest designer and retailer of maternity apparel. As of October 28, 2017, Destination Maternity operates 1,147 retail locations in the United States, Canada and Puerto Rico, including 501 stores, predominantly under the trade names Motherhood Maternity®, A Pea in the Pod® and Destination Maternity®, and 646 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 and Israel. As of October 28, 2017, Destination Maternity has 208 international franchised locations, including 16 standalone stores operated under one of the Company's nameplates and 192 shop-in-shop locations.

Media Contact

Dan Zacchei / Janet Reinhardt
Sloane & Company
212-486-9500
Dzacchei@sloanep.com / JReinhardt@sloanep.com

###