
**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): November 17, 2018

J.Crew Group, Inc.

(Exact name of registrant as specified in its charter)

Commission File Number: 333-175075

Delaware
(State or other jurisdiction
of incorporation)

22-2894486
(IRS Employer
Identification No.)

770 Broadway
New York, NY 10003
(Address of principal executive offices, including zip code)

(212) 209-2500
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- 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.

Departure of Chief Executive Officer

On November 17, 2018, J.Crew Group, Inc. (the “Company”) announced that a mutual agreement has been reached by the Board of Directors of the Company and Chief Executive Officer James Brett, who has stepped down as Chief Executive Officer and director of the Company, effective as of November 17, 2018 (the “Separation Date”). Mr. Brett’s departure decreased the size of the Board of Directors to eight (8) members.

Establishment of Office of the Chief Executive Officer

On November 17, 2018, the Board of Directors established an office of the Chief Executive Officer (the “CEO Office”) with the duties and responsibilities of the Chief Executive Officer, comprised of Michael Nicholson, Adam Brotman, Lynda Markoe and Libby Wadle. There are no arrangements or understandings between Mr. Nicholson, Mr. Brotman, Ms. Markoe or Ms. Wadle and any other person pursuant to which they were appointed to the CEO Office. There are no transactions involving Mr. Nicholson, Mr. Brotman, Ms. Markoe or Ms. Wadle requiring disclosure under Item 404(a) of Regulation S-K of the SEC.

Mr. Brotman has served as the Company’s President & Chief Experience Officer since joining the Company in March 2018. Prior to joining the Company, Mr. Brotman was Executive Vice President of Global Retail Operations and Partner Digital Engagement at Starbucks Corporation since 2016 and before that was Chief Digital Officer and GM of Digital Ventures at Starbucks Corporation from April 2009. Mr. Brotman has a J.D. from the University Of Washington School Of Law and a B.A. from the University of California at Los Angeles.

The information regarding the business experience and backgrounds of Mr. Nicholson, Ms. Markoe and Ms. Wadle is incorporated by reference to the information set forth in the section titled “Executive Officers” in Part III, Item 10 of the Company’s annual report on Form 10-K for the Company’s fiscal year ended February 3, 2018, as filed with the Securities and Exchange Commission on March 27, 2018.

General Release with Mr. Brett.

In connection with his departure, Mr. Brett and the Company entered into a general release, dated November 17, 2018 (the “General Release”), under which Mr. Brett agreed to a general release of claims in favor of the Company in exchange for certain payments and benefits. Specifically, Mr. Brett will be entitled to receive: (i) the payment of an amount equal to his base salary at an annual rate of \$1,250,000 for a period of 18 months following the Separation Date, (ii) a monthly amount that, after all applicable taxes are paid, is equivalent to his monthly COBRA premium for a period of 18 months following the Separation Date, (iii) a cash bonus payment for the 2018 fiscal year equal to the amount he would have been entitled to receive had his employment not terminated (with any subjective goals being treated as achieved at target), prorated for the number of days during the 2018 fiscal year that Mr. Brett was employed by the Company, to be paid when bonuses are generally paid to employees of the Company, (iv) a cash bonus payment of \$2,812,500, to be paid over a period of 18 months in equal monthly installments following the Separation Date and (v) a cash bonus payment of \$750,000, representing the unpaid amount of Mr. Brett’s signing bonus, to be paid as soon as reasonably practicable following the Separation Date. In addition, the General Release grants Mr. Brett an additional 18 months of service credit with respect to time-vesting management equity granted to him, and in the event certain performance vesting conditions are satisfied or a change of control of the Company occurs, in either case within 12 months of the Separation Date, Mr. Brett’s management equity that vests based on satisfaction of such performance conditions or a change of control shall vest as if Mr. Brett was employed by the Company at the time. Mr. Brett’s entitlement to the foregoing payments and benefits is subject to his continuing compliance with the terms of the General Release as well as the terms and conditions of the employment agreement between Mr. Brett and the Company dated May 30, 2017, which includes covenants relating to non-solicitation, non-disparagement and confidentiality.

A copy of the General Release is attached hereto as Exhibit 10.1 and is incorporated herein by reference, and the foregoing description is qualified in its entirety by reference to Exhibit 10.1.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

Exhibit No.	Description
10.1	General Release by and between James Brett and J.Crew Group, Inc., dated November 17, 2018

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

J.CREW GROUP, INC.

Date: November 19, 2018

By: /s/ VINCENT ZANNA
Vincent Zanna
Chief Financial Officer and Treasurer

General Release

1. General Release of All Claims: In exchange for the Company's payment and provision of the amounts and benefits described in Section 2(c) of your employment agreement with the J Crew Group, Inc. (the "Company") dated May 30, 2017 (the "Employment Agreement"), as set forth on Schedule I hereto, you voluntarily, fully and unconditionally release and forever discharge the Company and its past and present parents, subsidiaries, affiliates, predecessors, successors, assigns, and their respective officers, directors, employees, agents and plan administrators, in their individual and corporate capacities (hereinafter collectively referred to as "Releasees") from any and all charges, actions, causes of action, demands, debts, dues, bonds, accounts, covenants, contracts, liabilities, or damages of any nature whatsoever, whether now known or unknown, to whomever made, which you have or may have against any or all of the Releasees for or by reason of any cause, nature or thing whatsoever arising out of or related to your employment with the Company, or the termination of such employment, from the beginning of time up to and including the date on which you sign this Agreement, except as otherwise specifically stated in this Agreement.

Such claims, obligations, or liabilities include, but are not limited to: claims for compensation allegedly due or owing; claims sounding in contract or implied contract; claims for wrongful dismissal; claims sounding in tort; claims arising under common law, civil law, equity, or federal, state, or local statutes or ordinances, including but not limited to, the Age Discrimination in Employment Act, as amended; Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; Section 1981 of the Civil Rights Act of 1866; the Equal Pay Act; the Americans with Disabilities Act and/or the Rehabilitation Act of 1973; the Employee Retirement Income Security Act; the WARN Act; the Consolidated Omnibus Budget Reconciliation Act; the Family Medical Leave Act, as amended; the Genetic Information Nondiscrimination Act of 2008; state statutes governing the payment of wages, discrimination in the workplace, or any other statute or laws governing the employer-employee relationship, including but not limited to, the New York State Human Rights Law, the New York Labor Law, the New York State Constitution, the New York Civil Rights Law, the New York wage-hour laws, the New York City Human Rights Law; the Virginia Human Rights Act; the North Carolina Equal Employment Practices Act, the North Carolina Persons with Disabilities Protection Act, the North Carolina Retaliatory Employment Discrimination Act, the North Carolina Wage & Hour Act; any other claim pursuant to any other federal, state or local employment laws, statutes, standards or human rights legislation; or any claim for severance pay, notice, pay in lieu of notice, salary, bonus, incentive or additional compensation, vacation pay, insurance, other benefits, interest, and/or attorney's fees. You acknowledge that this general release is not made in connection with any exit incentive or other employment termination program offered to a group or class of employees.

Notwithstanding the foregoing, nothing in this Agreement waives your right to (a) pursue a claim that cannot be released by private agreement, including, workers compensation claims, claims arising after the date on which you sign this Agreement, and your right to file administrative charges with certain government agencies; (b) challenge the Company's failure to comply with its obligation in Paragraph 1 above; (c) your vested and accrued rights under Company qualified

retirement, health, or welfare plans; and (d) any rights you may have to indemnification or the protection of directors' and officers' liability insurance.

2. No Claims Filed: You represent that you have not filed or permitted to be filed against the Releasees, individually or collectively, any lawsuits, actions or claims, and you covenant and agree that you will not do so at any time hereafter with respect to the subject matter of this Agreement and claims released pursuant to this Agreement (including, without limitation, any claims relating to your employment and/or the termination of your employment).

You understand that nothing in this Agreement shall limit you from filing a charge with, or participating in any investigation or proceeding conducted by, the Equal Employment Opportunity Commission, National Labor Relations Board, the Securities and Exchange Commission and/or any other federal, state or local agency. However, by signing this Agreement, you hereby waive any and all rights to recover monetary damages in any charge, complaint or lawsuit filed by you or by anyone else on your behalf.

3. Waiver: By signing this Agreement, you acknowledge that:

- (a) You have received and carefully read this Agreement;
- (b) You fully understand all of the terms contained in this Agreement;
- (c) You are freely and voluntarily entering into this Agreement and knowingly releasing the Releasees in accordance with the terms contained in Paragraph 1 above;
- (d) Before signing this Agreement, you were advised of your right and had an opportunity to consult with an attorney of your choice;
- (e) In accordance with Paragraph 1 above, you hereby expressly waive, among other claims, any and all claims arising under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621 *et seq.*), which you have or may have against the Releasees;
- (f) The release of claims described in Paragraph 1, above, of this Agreement does not waive any rights or claims that you may have against the Company and/or the Releasees arising after the date on which this Agreement becomes effective;
- (g) You have received or shall receive something of value from the Company which you would not otherwise be entitled to receive;
- (h) Before signing this Agreement, you were given up to twenty-one (21) calendar days to consider its terms and, should you sign this Agreement without waiting the full 21 days, you attest that your decision in this regard is knowing and voluntary and not induced through fraud, coercion, misrepresentation or a threat to withdraw or alter the offer contained herein, and agree that any changes to this Agreement do not restart the running of the 21 day period;

- (i) The period of time until December 5, 2018, that you had to consider your rights and obligations under this Agreement was reasonable; and
- (j) For a period of seven (7) calendar days following the date on which you sign this Agreement, you may revoke this Agreement; and
- (k) This Agreement, absent its timely revocation, shall become binding on the Company and you on the eighth calendar day following the date on which you sign this Agreement. The Company shall not be required to perform any of its obligations under this Agreement until after your time to revoke this Agreement has expired.

4. Return of Signed Agreement: You should return this signed Agreement to Maria F. DiLorenzo, Senior Vice President, General Counsel and Corporate Secretary, 770 Broadway, New York, NY 10003 by no later than December 5, 2018.

5. Company Release: In consideration of your release provided herein, the Company, on behalf of itself and its subsidiaries, affiliates, predecessors, successors, and assigns (collectively, the “Company Releasers”), hereby voluntarily, fully and unconditionally releases and forever discharges you from any and all charges, actions, causes of action, demands, debts, dues, bonds, accounts, covenants, contracts, liabilities, or damages of any nature whatsoever, whether now known or unknown, to whomever made, which the Company Releasers have or may have against you for or by reason of any cause, nature or thing whatsoever arising out of or related to your employment with the Company, or the termination of such employment, from the beginning of time up to and including the date on which the Company signs this Agreement, except with respect to such actions that are unknown to the members of the Office of the Chief Executive Officers.

6. Effective Date: You will not receive the benefits identified in Section 2(c) of the Employment Agreement until after the revocation period has expired and this Agreement becomes effective. You have seven (7) days from the date that you sign this Agreement to change your mind. Any revocation within this period must be (a) submitted in writing to the Company; (b) state “I hereby revoke my execution of the General Release”; and (c) be personally delivered to Maria F. DiLorenzo, Senior Vice President, General Counsel and Corporate Secretary, or mailed to her attention at J. Crew, 770 Broadway, New York, NY 10003 within seven (7) days of the execution of this Agreement.

Very truly yours,

J.CREW GROUP, INC.

/s/ MARIA F. DI LORENZO

By Maria F. Di Lorenzo

[The remainder of this page is left intentionally blank.]

Received, Read, Understood and Agreed:

/s/ JAMES BRETT

James Brett

Dated: November 17, 2018

Schedule 1

Severance Benefits

The Company will provide you with the following severance benefits, subject to the terms and conditions of the Employment Agreement:

- The Company will pay you at the annual rate of \$1,250,000 for a period of eighteen (18) months following your separation date (the “Severance Period”).
- During the Severance Period, the Company will pay you a monthly amount that, after all applicable taxes are paid, is equivalent to your monthly COBRA premium for you, your spouse and your dependents, if applicable.
- The Company will pay you \$2,812,500 (which is equivalent to 1.5 times your target Annual Bonus for the 2018 fiscal year), payable in equal monthly installments over the Severance Period.
- The Company will pay you, when bonuses are generally paid to employees of the Company, your Annual Bonus (if any) for the 2018 fiscal year that you actually would have been entitled to receive had your employment not been terminated (with any subjective goals being treated as achieved at target), multiplied by a fraction, the numerator of which was the number of days that you were employed during the 2018 fiscal year and the denominator of which is 365). (\$1,494,863.01, based on a separation date of November 21, 2018.)
- The Company will pay you \$750,000 (which is equivalent to the unpaid Third Installment of your signing bonus) as soon as reasonably practicable following your separation date.
- The Company will credit you with an additional eighteen (18) months’ service credit with respect to management equity granted to you whose vesting is based solely on continued employment (i.e. time vesting). (An aggregate of 1,041,964 shares, including previously vested RSUs, of the original grant will be vested at your separation date.)
- In the event that the applicable performance conditions are satisfied or a Change of Control occurs, in either case within twelve (12) months following your separation date, your management equity that vests based on satisfaction of performance conditions shall then vest to the extent such management equity would have vested had you remained employed by the Company through the satisfaction of the applicable performance conditions or the date of the Change of Control, as applicable.

**Acknowledgement of Receipt of
General Release**

I acknowledge receiving today a General Release in connection with the termination of my employment with J. Crew. I have been informed of the time periods for my consideration of the Agreement and for its revocation after I sign it if I later change my mind.

Date 11/17/18

/s/ JAMES BRETT
James Brett