

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

Current report filing

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FILER

GYMBOREE CORP

CIK: **786110** | IRS No.: **942615258** | State of Incorporation: **DE** | Fiscal Year End: **0202**
Type: **8-K** | Act: **34** | File No.: **000-21250** | Film No.: **13521537**
SIC: **2300** Apparel & other finishd prods of fabrics & similar matl

Mailing Address

500 HOWARD STREET
SAN FRANCISCO CA 94105

Business Address

500 HOWARD STREET
SAN FRANCISCO CA 94105
415-278-7000

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): January 8, 2013

THE GYMBOREE CORPORATION

(Exact Name of Registrant as Specified in its Charter)

Delaware

(State or Other Jurisdiction of
Incorporation)

000-21250

(Commission File Number)

94-2615258

(I.R.S. Employer
Identification No.)

**500 Howard Street, San Francisco, CA
94105**

(Address of Principal Executive Offices, Including Zip Code)

(415) 278-7000

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

(c) On January 8, 2013, The Gymboree Corporation (the “Company”) appointed Evan Price to serve as Chief Financial Officer of the Company. Mr. Price is 44 years old and has not previously held any position or office with the Company.

Mr. Price joins the Company from Gap, where he served as Vice President of Finance of Gap North America since December 2012 and as Chief Financial Officer & Vice President of Old Navy North America from July to December 2012. Prior to that position, Mr. Price served as Chief Financial Officer & Vice President of Europe & Strategic Alliances of The Gap, Inc. from December 2009 through June 2012, and as Vice President of Investor Relations & Corporate Finance of Gap from December 2006 through November 2009. Mr. Price has a Bachelor’s Degree from the University of Colorado, Boulder and a Master of Business Administration degree from the University of San Francisco.

On January 8, 2013, the Company entered into an employment offer letter (the “Offer Letter”) with Mr. Price that will become effective on a mutually agreed upon date not later than January 21, 2013 (the “Effective Date”). The Offer Letter does not provide for employment for a specified term and Mr. Price’s employment will be on an at-will basis. The Offer Letter provides Mr. Price with an annual salary of \$400,000 and an annual cash bonus with a target of 50% of his annual base salary. In addition, Mr. Price will receive a one-time signing bonus in the amount of \$150,000, which he will be required to repay to the Company if his employment is terminated by the Company for cause or if he voluntarily terminates employment within one year of the Effective Date.

Mr. Price is also entitled to receive, as soon as reasonably practicable following the Effective Date, a one-time grant of (i) restricted units of Parent common stock, par value \$0.001 per share, with a fair market value of \$250,000, subject to time-based vesting over three years, and (ii) options to purchase 60,000 shares of Parent common stock, subject to time-based vesting over five years. In the event that Mr. Price’s employment is terminated by the Company without cause or due to his death or disability, as of the date of termination, his restricted units will fully vest to the extent then unvested and outstanding.

Mr. Price will be eligible to participate in The Gymboree Corporation Management Severance Plan, as amended effective January 8, 2013 and, in the event Mr. Price’s employment is terminated by the Company without cause or if he resigns for good reason, he will be entitled to receive severance in an aggregate amount equal to 12 months’ annual base salary.

The foregoing description of the Offer Letter is not intended to be complete and is qualified in its entirety by reference to the Offer Letter, a copy of which is attached as Exhibit 10.1 hereto and which is incorporated by reference herein.

In accordance with the Company’s customary practice, the Company is expected to enter into an indemnification agreement with Mr. Price, which would require the Company to indemnify him against certain liabilities that may arise in connection with his status or service as an officer. The indemnification agreement also would provide for an advancement of expenses incurred by Mr. Price in connection with any proceeding relating to his status as an officer. The foregoing description is qualified in its entirety by the full text of the form of indemnification agreement, which was filed with the SEC as Exhibit 10.73 to the Company’s Annual Report on Form 10-K for the fiscal year ended January 30, 2010 filed with the SEC on March 30, 2010, and which is incorporated herein by reference.

There is no arrangement or understanding between Mr. Price and any other person pursuant to which Mr. Price was selected as the Company’s CFO. Except as described herein, there are no existing or currently proposed transactions to which the Company or any of its subsidiaries is a party and in which Mr. Price has a direct or indirect material interest. There are no family relationships between Mr. Price and any of the directors or officers of the Company or any of its subsidiaries.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

<u>No.</u>	<u>Description</u>
10.1	Offer Letter, dated as of January 8, 2013, between The Gymboree Corporation and Evan Price.

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.

THE GYMBOREE CORPORATION

Date: January 9, 2013

By: /s/ Lynda G. Gustafson

Name: Lynda G. Gustafson

Title: Vice President, Corporate Controller

EXHIBIT INDEX

<u>No.</u>	<u>Description</u>
10.1	Offer Letter, dated as of January 8, 2013, between The Gymboree Corporation and Evan Price.

The Gymboree Corporation
500 Howard Street
San Francisco, California 94105

January 8, 2013

Dear Evan:

I am pleased to offer you employment in the position of Chief Financial Officer (“CFO”) of The Gymboree Corporation (the “Company”). In this position, you will report to the Chief Executive Officer of the Company.

Start Date: If you accept our offer, your starting date will be January 21, 2013 (or such other date as is mutually agreed to by the Company and you) (such starting date, the “Effective Date”).

Base Salary: Your initial base salary will be at the rate of \$400,000 per year, payable in accordance with the regular payroll practices of the Company. This salary will be subject to annual review for increase from time to time in the discretion of the Compensation Committee of the Board of Directors of the Company (the “Compensation Committee”). Such base salary, as from time to time adjusted, is referred to as “Base Salary.”

Annual Bonus: You will be considered annually for a target annual bonus equal to 50% of your Base Salary. The actual amount of the bonus, if any, will be based on the attainment of pre-established performance goals as determined by the Compensation Committee. To be eligible to receive the bonus, you must be employed through the last day of the applicable fiscal year. Any annual bonus shall be paid as soon as practicable following the completion of the Company’s audited financial statements for the applicable fiscal year and in all events during the calendar year in which the applicable fiscal year ends.

Sign-On Bonus: You will receive a sign-on bonus in the amount of \$150,000 payable in cash on the next regularly scheduled payroll date following the Effective Date. If you voluntarily terminate employment or your employment is terminated for Cause (as defined below) within twelve months of the Effective Date, you must repay the bonus to the Company within thirty days following employment termination.

Equity Grants: As soon as reasonably practicable following the Effective Date, you will be granted options (“Options”) to acquire units and restricted units (“Restricted Units”) of Giraffe Holding, Inc. (“Parent”) (with each unit (“Unit”) comprised of nine shares of Class A common stock of Parent and one share of Class L common stock of Parent). Each grant is made pursuant to, and subject to, Parent’s 2010 Equity Incentive Plan (the “Plan”, attached as Exhibit A) and an award agreement (attached as Exhibits B and C). You and the Company agree that the Units received upon exercise of the Options and the Restricted Units will be subject to the Amended and Restated Stockholders Agreement among Parent, the Company and certain other parties dated December 23, 2011, as from time to time amended (attached as Exhibit D).

Options: You will be granted Options to purchase 60,000 Units with an exercise price equal to the fair market value of a Unit on the date of grant. The Options will vest in equal installments on each of the first five anniversaries of the Effective Date.

Restricted Units: You will be granted Restricted Units with a fair market value (as determined by the Board of Directors of Parent in good faith) of \$250,000 on the date of grant. The Restricted Units will vest in equal installments on each of the first three anniversaries of the Effective Date.

Benefit Plans. During your employment with the Company, you, and where applicable your spouse and dependents, will be eligible to participate in all benefit plans of the Company that are made available generally to other senior executive officers of the Company, subject to the terms such plans. In addition to holidays observed by the Company, you will be eligible for paid time off in accordance with the policies of Company as in effect from time to time.

Reimbursement of Business Expenses. The Company will reimburse you for all reasonable business expenses upon the presentation of statements of such expenses in accordance with the Company's policies and procedures now in force or as such policies and procedures may be modified with respect to all senior executive officers of the Company.

Severance: You will be eligible to participate in The Gymboree Corporation Management Severance Plan (the "Severance Plan"), in accordance with its terms. Your Severance Payment Percentage (as defined in the Severance Plan) will be equal to 100%, which means that you will be entitled to receive 12 months' Base Salary on a termination by the Company without Cause or a resignation by you for Good Reason (as such terms are defined in the Severance Plan).

Form I-9: The Immigration Reform and Control Act requires employers to verify the employment eligibility and identity of new employees within three business days of hire. Enclosed is a copy of the Form I-9 that you will be required to complete. Please bring the appropriate documents listed on that form with you when you report for work.

Withholding: All payments made by the Company under this letter agreement will be reduced by any tax or other amounts required to be withheld by the Company under applicable law.

Code of Conduct: You will be subject to, and you agree to comply with, the Company's Code of Conduct and Code of Ethics. You will also become a party to the Company's Confidential Information, Invention Assignment and Arbitration Agreement, a copy of which is attached as Exhibit E.

Employment at Will. This letter agreement and your response are not intended to constitute a contract of employment for a definite term. Employment with the Company is at-will. This means that if you accept this offer both you and the Company will retain the right to terminate your employment relationship at any time, with or without notice or cause.

If you wish to accept this offer, please sign, date and return this letter agreement to me. If you do accept as provided, this letter agreement will take effect as a binding agreement between you and the Company on the date it is received by me on behalf of the Company, provided that you satisfy the other conditions set forth above in a timely manner. Please retain a copy of this letter agreement for your records.

Evan, formalities aside, I am personally gratified that you are joining us and look forward to your contribution.

Sincerely,

/s/ Jordan Hitch
Jordan Hitch

Accepted and agreed:

/s/ Evan Price
Evan Price

Date: _____