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): April 23, 2019 (April 17, 2019)

G-III APPAREL GROUP, LTD.
(Exact name of registrant as specified in its charter)

Delaware	**0-18183**	**41-1590959**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

512 Seventh Avenue New York, New York	**10018**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **(212) 403-0500**

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 (see General Instruction A.2 below):

☐ 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 1.01 Entry into a Material Definitive Agreement.

On April 17, 2019, the Compensation Committee (the "Committee") of the Board of Directors of G-III Apparel Group, Ltd. (the "Company") awarded performance share units ("PSUs") pursuant to the Company's 2015 Long-Term Incentive Plan, as amended (the "2015 Plan"), to the named executive officers of the Company (the "Named Executive Officers") in the amounts specified in the table below. The PSUs will enable the Named Executive Officers to receive shares of our common stock if and to the extent that the PSU awards vest based on the Company's performance against two metrics: three-year cumulative earnings before interest and taxes ("Adjusted EBIT") and three-year average return on invested capital ("ROIC"), each of which is described further below. The actual number of PSUs that may vest is subject to adjustment based on the performance level achieved relative to each metric, as described further below, and therefore may be equal to, greater than, or less than the "Number of PSUs Awarded" specified in the table.

1. *PSUs Awarded*

Name and Position(s)	Number of PSUs Awarded
Morris Goldfarb, Chairman, Chief Executive Officer and Director	111,665
Sammy Aaron, Vice Chairman, President and Director	74,443
Wayne S. Miller, Chief Operating Officer	58,624
Jeffrey Goldfarb, Executive Vice President and Director	29,312
Neal S. Nackman, Chief Financial Officer	10,381

2. *Adjusted EBIT Metric*. Satisfaction of this metric will be based on achieving aggregate cumulative three-year Adjusted EBIT based on annual compounded growth during fiscal 2020, 2021 and 2022 over the results for fiscal 2019. In determining Adjusted EBIT for a fiscal year, certain pre-established adjustments to financial results as reported under generally accepted accounting principles ("GAAP") may apply in certain specified situations.

3. *ROIC Metric*. Satisfaction of this metric will be based on achieving an average three-year ROIC for fiscal 2020, 2021 and 2022 at a level higher than the average three-year ROIC for the three-year period ended with fiscal 2019. In determining ROIC for a fiscal year, certain pre-established adjustments to financial results as reported under GAAP may apply in certain specified situations.

4. *Weighting of Metrics*. Vesting of 75% of each Named Executive Officer's PSU award is subject to achievement of the Adjusted EBIT metric target and the remaining 25% is subject to achievement of the ROIC metric target. 100% of each Named Executive Officer's PSU award relative to each metric would vest if the target for that metric is achieved. For example, if the Adjusted EBIT metric target is satisfied (but the target is not exceeded and there is no shortfall relative to the target), 75% of the total PSUs awarded to the Named Executive Officer would vest.

5. *Upward and Downward Adjustments for Exceeding or Falling Short of Metric Targets.* The percentage of each Named Executive Officer's PSU award that may vest with respect to each metric will (a) increase to a maximum of 150% of the PSUs awarded to the executive relative to that metric if the results achieved for that metric exceed the metric's performance target by a specified amount and (b) decrease to a minimum of 50% of the PSUs awarded to the Named Executive Officer relative to that metric if results achieved for that metric fall below the metric's performance target by a specified amount. The number of PSUs awarded

will increase or decrease ratably if actual results are above or below a metric's target. None of the Named Executive Officer's PSU award will vest with respect to a metric if the results achieved are less than the threshold performance target for that metric, and no more than 150% of the Named Executive Officer's PSU award will vest with respect to a metric even if the results achieved exceed the maximum performance target for that metric.

6. *Settlement Upon PSU Vesting*. If a Named Executive Officer's PSUs vest based on satisfaction of the metrics as described above, settlement of the applicable number of shares underlying the PSUs that have vested based upon the performance levels achieved will occur on or after June 15, 2022, contingent on continued employment or other service to the Company through this date.

7. *Lock-up*. Each of the Named Executive Officers will be restricted from selling any PSU shares that vest (other than shares sold or net share settled to cover related taxes) until June 24, 2024, an additional period of two years.

The number of shares of common stock to which the PSU awards relate will be appropriately adjusted in the event of stock splits, stock dividends and other extraordinary corporate events.

The foregoing descriptions of the terms of the PSU awards are qualified by reference to the full text of the form of Performance Share Unit Agreement for these awards under the 2015 Plan, which is filed herewith as Exhibit 10.1.

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

(e) See "Item 1.01 Entry into a Material Definitive Agreement" above with respect to PSU awards to our Named Executive Officers, Morris Goldfarb, Sammy Aaron, Wayne S. Miller, Neal S. Nackman and Jeffrey Goldfarb.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

10.1 Form of Performance Share Unit Agreement for April 17, 2019 PSU awards.

EXHIBIT INDEX

Exhibit	Description
10.1	Form of Performance Share Unit Agreement for April 17, 2019 PSU awards.

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.

Date: April 23, 2019	G-III APPAREL GROUP, LTD.		
		By:	/s/ Neal S. Nackman
		Name:	Neal S. Nackman
		Title:	Chief Financial Officer

G-III APPAREL GROUP, LTD.
2015 LONG-TERM INCENTIVE PLAN
PERFORMANCE SHARE UNIT AGREEMENT

AGREEMENT, made as of the 17th day of April, 2019, between G-III APPAREL GROUP, LTD. (the "Company") and __________________ (the "Participant"), pursuant to the G-III Apparel Group, Ltd. 2015 Long-Term Incentive Plan (the "Plan"). Capitalized terms that are used but not defined in this Agreement shall have the meanings given to them by the Plan.

1. Performance Share Unit Award. In accordance with the Plan, the Company hereby grants to the Participant ______ performance share units ("PSUs"). Each PSU represents the right to receive one share of the Company's common stock (a "Share"), subject to the terms and conditions of this Agreement, the Plan and the Approval (as such term is hereinafter defined) including, without limitation, the potential upward or downward adjustment in the number of Shares issued to the Participant pursuant to this Agreement.

2. Vesting Conditions. The Participant's right to receive Shares covered by this Agreement shall become vested on June 15, 2022, subject to (i) attainment of the 3-Year Cumulative Adjusted EBIT ("Adjusted EBIT") and/or Return on Invested Capital ("ROIC") performance conditions and to the other provisions set forth in Exhibit A to the minutes of the meeting of the Compensation Committee (the "Committee") of the Board of Directors of the Company approving (the "Approval") the grant subject to this Agreement and (ii) the Participant's continuous employment or other service with the Company through the vesting date. The terms of this grant including the EBIT and ROIC performance conditions; upward (up to a maximum award of 150% of the number of Shares) or downward (to no award of Shares) adjustments to the number of Shares earned based on actual performance compared to the performance conditions; the percentage of Shares earned based on satisfaction of the Adjusted EBIT or ROIC performance condition; accounting adjustments provided for in determining Adjusted EBIT and ROIC; and other matters related to the PSUs are all as set forth in the Approval. All determinations with respect to the satisfaction of the Adjusted EBIT or ROIC performance condition and the other matters set forth in the Approval shall be made by the Committee and shall be in accordance with the terms set forth in the Approval.

3. Settlement of PSUs. If and when PSUs become vested, the Participant will have the right to receive a corresponding number of whole Shares from the Company in full settlement of such vested PSUs. Such Shares will be issued and delivered in certificated or electronic form as soon as practicable (but not more than 90 days) after the applicable PSU vesting date, subject to any applicable tax withholding and other conditions set forth in the Plan, this Agreement and/or applicable law.

4. Lock-Up. Participant agrees that he will not, during the period commencing on the date that any Shares are issued to him pursuant to this Agreement and ending on June 15, 2024 (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any Shares or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Shares, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Shares, in cash or otherwise. The foregoing sentence shall not apply to (a) the sale of Shares or net settlement of Shares to pay taxes related to the vesting of Shares, (b) transfers of Shares as a *bona fide* gift to immediate family members or family trusts or (c) transfers of any Shares to immediate family members, trusts or an entity beneficially owned and controlled by the Participant; *provided* that in the case of any transfer or distribution pursuant to clause (b) or (c), (i) each donee, distributee or transferee shall sign and deliver to the Company a lock-up letter substantially in the form of this Section 4. The Participant also agrees and consents to

the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's Shares unless such transfer is in compliance with the foregoing restrictions.

5. Termination of Employment or Service. Upon the termination of the Participant's employment or other service with the Company, any unvested PSUs then covered by this Agreement shall be canceled and the Participant shall have no further rights with respect thereto.

6. No Rights as a Shareholder. The Participant shall have no ownership or other rights of a stockholder with respect to Shares underlying the PSUs (including any right to receive dividends or to vote such Shares) unless and until such Shares are issued to the Participant in settlement of vested PSUs.

7. Tax Withholding. Prior to any settlement of vested PSUs, the Participant shall be required to pay or make adequate arrangements satisfactory to the Company for the payment of all applicable tax withholding obligations. The Participant hereby authorizes the Company to satisfy all or part of the amount of such tax withholding obligations by deducting such amount from cash compensation or other payments that would otherwise be owed to the Participant. The Committee, acting in its sole discretion and pursuant to applicable law, may permit the Participant to satisfy any such tax withholding obligations with Shares that would otherwise be issued to the Participant in settlement of vested PSUs, and/or with previously-owned Shares held by the Participant. The amount of the Participant's tax withholding obligation that is satisfied in Shares, if any, shall be based upon the Fair Market Value of the Shares on the date such Shares are delivered or withheld.

8. Restrictions on Transfer. Except as otherwise permitted by the Committee acting in its discretion under the Plan, the PSUs and the Participant's right to receive Shares in settlement of vested PSUs may not be sold, assigned, transferred, pledged or otherwise alienated or disposed of (except by will or the laws of descent and distribution), and may not become subject to attachment, garnishment, execution or other legal or equitable process, and any attempt to do so shall be null and void.

9. No Other Rights Conferred. Nothing contained herein shall be deemed to give the Participant a right to be retained in the employ or other service of the Company or any affiliate or affect the right of the Company and its affiliates to terminate or amend the terms and conditions of the Participant's employment or other service.

10. Provisions of the Plan Control. The provisions of the Plan, the terms of which are incorporated in this Agreement, shall govern if and to the extent that there are inconsistencies between those provisions and the provisions hereof.

11. Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified except by written instrument executed by the parties.

13. Governing Law. This Agreement shall be governed by the laws of the State of Delaware, without regard to its principles of conflict of laws.

14. Counterparts. This Agreement may be executed in separate counterparts, each of which will be an original and all of which taken together shall constitute one and the same agreement.

G-III APPAREL GROUP, LTD.

By: ______________________________

____
Participant