



**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): December 12, 2005**

**The Men's Wearhouse, Inc.**

(Exact name of registrant as specified in its charter)

**Texas**

(State or other jurisdiction  
of incorporation)

**1-16097**

(Commission File Number)

**74-1790172**

(IRS Employer Identification No.)

**5803 Glenmont Drive**

**Houston, Texas**

(Address of principal executive offices)

**77081**

(Zip Code)

**713-592-7200**

(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 (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))
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### **Item 8.01 Other Events**

On December 12, 2005, the Company amended its 401(k) Savings Plan as set forth in the First Amendment to The Men's Wearhouse, Inc. 401(k) Savings Plan, a copy of which is attached hereto as Exhibit 99.1 and incorporated herein by reference.

### **Item 9.01 Financial Statements and Exhibits**

(c) *Exhibits*

<u>Number</u>	<u>Description</u>
99.1	First Amendment to The Men's Wearhouse, Inc. 401(k) Savings Plan.

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**SIGNATURES**

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

Date: May 9, 2006

THE MEN'S WEARHOUSE, INC.

By:   /s/ Neill P. Davis    
  Neill P. Davis  
Executive Vice President, Chief Financial Officer,  
Treasurer and Principal Financial Officer

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**Index to Exhibits**

Exhibit No.	Description
99.1	First Amendment to The Men's Wearhouse, Inc. 401(k) Savings Plan.



**FIRST AMENDMENT TO  
THE MEN'S WEARHOUSE, INC. 401(k) SAVINGS PLAN**

**THIS AGREEMENT** is made by The Men's Wearhouse, Inc. (the "*Sponsor*"),

**WITNESSETH:**

**WHEREAS**, the Sponsor has executed the amendment and restatement effective February 20, 2004, of the plan known as "The Men's Wearhouse, Inc. 401(k) Savings Plan" (the "*Plan*");

**WHEREAS** the Sponsor has retained the right in Section 11.01 of the Plan to amend the Plan; and

**WHEREAS**, the Sponsor desires to amend the Plan to comply with the automatic rollover requirements imposed by section 401(a)(31) of the Internal Revenue Code of 1986, as amended, effective as of March 28, 2005;

**NOW, THEREFORE**, the Sponsor agrees that, effective for distributions on and after March 28, 2005, Section 5.04 and Section 5.05 of the Plan are completely amended to provide as follows:

**5.04 Lump Sum Payment of Small Amounts Upon Separation From Service.** This Section 5.04 applies notwithstanding any other provision of the Plan other than Section 5.06. If a Member's Account balance at the time of his Separation from Service is less than or equal to \$5,000.00 but greater than \$1,000.00, his Account balance shall be paid to him (or, in the event he has died, to his Beneficiary) as soon as administratively practicable in shares of Sponsor Stock with respect to amounts invested in Sponsor Stock that exceed \$200.00, in a single sum cash payment and/or as a Direct Rollover (if allowed under Section 5.06), or, in the case of a Member only, in an Automatic Rollover. If a Member's Account balance at the time of his Separation from Service is less than or equal to \$1,000.00 but greater than \$200.00, his Account balance shall be paid to him (or, in the event he has died, to his Beneficiary) as soon as administratively practicable in shares of Sponsor Stock with respect to amounts invested in Sponsor Stock that exceed \$200.00, in a single sum cash payment and/or as a Direct Rollover (if allowed under Section 5.06). If a Member's Account balance at the time of his Separation from Service is less than or equal to \$200.00, his Account balance shall be paid to him (or, in the event he has died, to his Beneficiary) as soon as administratively practicable in the form of a single sum cash payment.

If a Member who is subject to this Section 5.04 and whose Plan benefit is less than or equal to \$5,000.00 but greater than \$1,000.00 does not furnish instructions in accordance with Plan procedures to receive his entire Plan benefit in a form authorized in this Section 5.04 and/or directly roll over his entire Plan

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benefit within 45 days after he has been given distribution election forms, his entire Plan benefit will be paid in an Automatic Rollover. If a Member who is subject to this Section 5.04 and whose Plan benefit is less than or equal to \$1,000.00 but greater than \$200.00 does not furnish instructions in accordance with Plan procedures to receive his entire Plan benefit in a form authorized in this Section 5.04 and/or directly roll over his entire Plan benefit within 45 days after he has been given distribution election forms, he will be deemed to have elected a lump sum cash distribution of his entire Plan benefit. If a Distributee, other than a Member, who is subject to this Section 5.04 and whose Plan benefit is less than or equal to \$5,000.00 but greater than \$200.00 does not furnish instructions in accordance with Plan procedures to directly roll over his Plan benefit within 45 days after he has been given direct rollover forms, he will be deemed to have elected a lump sum cash distribution of his entire Plan benefit. The term "Automatic Rollover" shall mean a distribution in cash made by the Plan in a direct rollover to an individual retirement plan designated by the Sponsor.

5.05 **Form of Payment.** All payments from the Plan shall be made in the form of cash; provided however that a Member, former Member or Beneficiary may elect to receive amounts invested in Sponsor Stock that exceed \$200.00 in an in-kind distribution of Sponsor Stock.

**IN WITNESS WHEREOF**, the Sponsor has executed this Agreement this 12<sup>th</sup> day of December, 2005.

**THE MEN'S WEARHOUSE, INC.**

By:           /s/ CLAUDIA A. PRUITT            
Title: Vice President, Treasurer and Assistant  
Secretary