UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended May 4, 2013

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission file number 1-16097

THE MEN'S WEARHOUSE, INC.

(Exact Name of Registrant as Specified in its Charter)

Texas	**74-1790172**
(State or Other Jurisdiction of Incorporation or Organization)	(I.R.S. Employer Identification Number)
6380 Rogerdale **Houston, Texas**	**77072-1624**
(Address of Principal Executive Offices)	(Zip Code)

(281) 776-7000

(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒. No ☐.

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒. No ☐.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See definition of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☒	Accelerated filer ☐
Non-accelerated filer ☐ (Do not check if a smaller reporting company)	Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐. No ☒.

The number of shares of common stock of the Registrant, par value $.01 per share, outstanding at June 3, 2013 was 50,314,765 excluding 22,557,877 shares classified as Treasury Stock.

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Forward-Looking and Cautionary Statements

Certain statements made in this Quarterly Report on Form 10-Q and in other public filings and press releases by the Company (as defined below) contain "forward-looking" information (as defined in the Private Securities Litigation Reform Act of 1995) that involves risk and uncertainty. These forward-looking statements may include, but are not limited to, references to sales, earnings, margins, costs, number and costs of store openings, future capital expenditures, acquisitions, demand for clothing, market trends in the retail and corporate apparel clothing business, currency fluctuations, inflation and various economic and business trends. Forward-looking statements may be made by management orally or in writing, including, but not limited to, Management's Discussion and Analysis of Financial Condition and Results of Operations included in this Quarterly Report on Form 10-Q and other sections of our filings with the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, and the Securities Act of 1933, as amended.

Forward-looking statements are not guarantees of future performance and a variety of factors could cause actual results to differ materially from the anticipated or expected results expressed in or suggested by these forward-looking statements. Factors that might cause or contribute to such differences include, but are not limited to: actions by governmental entities; domestic and international economic activity and inflation; success, or lack thereof, in executing our internal operating plans and new store and new market expansion plans, including successful integration of acquisitions; performance issues with key suppliers; disruption in buying trends due to homeland security concerns; severe weather; foreign currency fluctuations; government export and import policies; aggressive advertising or marketing activities of competitors; and legal proceedings. Future results will also be dependent upon our ability to continue to identify and complete successful expansions and penetrations into existing and new markets and our ability to integrate such expansions with our existing operations. Refer to "Risk Factors" contained in Part I of our Annual Report on Form 10-K for the year ended February 2, 2013 for a more complete discussion of these and other factors that might affect our performance and financial results. These forward-looking statements are intended to convey the Company's expectations about the future, and speak only as of the date they are made. We undertake *no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.*

PART I. FINANCIAL INFORMATION
ITEM 1 — CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
GENERAL INFORMATION

The condensed consolidated financial statements herein include the accounts of The Men's Wearhouse, Inc. and its subsidiaries and have been prepared without audit, pursuant to the rules and regulations of the Securities and Exchange Commission (the "SEC"). As applicable under such regulations, certain information and footnote disclosures have been condensed or omitted. We believe that the presentation and disclosures herein are adequate to make the information not misleading, and the condensed consolidated financial statements reflect all elimination entries and normal recurring adjustments which are necessary for a fair statement of the results for the quarters ended May 4, 2013 and April 28, 2012.

Our business historically has been seasonal in nature, and the operating results of the interim periods presented are not necessarily indicative of the results that may be achieved for the full year. These condensed consolidated financial statements should be read in conjunction with the consolidated financial statements for the year ended February 2, 2013 and the related notes thereto included in the Company's Annual Report on Form 10-K for the year then ended filed with the SEC.

Unless the context otherwise requires, "Company", "we", "us" and "our" refer to The Men's Wearhouse, Inc. and its subsidiaries.

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THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

CONDENSED CONSOLIDATED BALANCE SHEETS
(In thousands)

	May 4, 2013 (Unaudited)	April 28, 2012 (Unaudited)	February 2, 2013
ASSETS			
CURRENT ASSETS:			
Cash and cash equivalents	$ 155,099	$ 118,716	$ 156,063
Accounts receivable, net	64,468	69,249	63,010
Inventories	598,916	606,522	556,531
Other current assets	66,544	66,392	79,549
Total current assets	885,027	860,879	855,153
PROPERTY AND EQUIPMENT, net	390,077	367,628	389,118
TUXEDO RENTAL PRODUCT, net	144,089	112,368	126,825
GOODWILL	87,313	89,230	87,835
INTANGIBLE ASSETS, net	31,357	33,961	32,442
OTHER ASSETS	6,318	4,745	4,974
TOTAL ASSETS	$ 1,544,181	$ 1,468,811	$ 1,496,347
LIABILITIES AND EQUITY			
CURRENT LIABILITIES:			
Accounts payable	$ 161,533	$ 159,058	$ 123,983
Accrued expenses and other current liabilities	185,133	179,172	164,344
Income taxes payable	6,366	967	5,856
Total current liabilities	353,032	339,197	294,183
DEFERRED TAXES AND OTHER LIABILITIES	92,099	100,935	92,929
Total liabilities	445,131	440,132	387,112
COMMITMENTS AND CONTINGENCIES (Note 3 and Note 13)			
EQUITY:			
Preferred stock	—	—	—
Common stock	728	721	725

Capital in excess of par	388,497	368,025	386,254
Retained earnings	1,214,087	1,113,130	1,190,246
Accumulated other comprehensive income	33,824	44,647	36,924
Treasury stock, at cost	(550,815)	(510,615)	(517,894)
Total equity attributable to common shareholders	1,086,321	1,015,908	1,096,255
Non-controlling interest	12,729	12,771	12,980
Total equity	1,099,050	1,028,679	1,109,235
TOTAL LIABILITIES AND EQUITY	$ 1,544,181	$ 1,468,811	$ 1,496,347

See Notes to Condensed Consolidated Financial Statements.

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THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF EARNINGS
(In thousands, except per share data)
(Unaudited)

	For the Quarter Ended May 4, 2013	For the Quarter Ended April 28, 2012
Net sales:		
Retail clothing product	$ 423,737	$ 420,469
Tuxedo rental services	98,482	78,489
Alteration and other services	37,962	37,734
Total retail sales	560,181	536,692
Corporate apparel clothing product sales	56,355	49,882
Total net sales	616,536	586,574
Cost of sales:		
Retail clothing product	185,483	188,606
Tuxedo rental services	14,498	11,013
Alteration and other services	28,418	27,558
Occupancy costs	71,274	68,698
Total retail cost of sales	299,673	295,875
Corporate apparel clothing product cost of sales	38,943	36,650
Total cost of sales	338,616	332,525
Gross margin:		
Retail clothing product	238,254	231,863
Tuxedo rental services	83,984	67,476
Alteration and other services	9,544	10,176
Occupancy costs	(71,274)	(68,698)
Total retail gross margin	260,508	240,817
Corporate apparel clothing product gross margin	17,412	13,232
Total gross margin	277,920	254,049
Selling, general and administrative expenses	225,367	213,102
Operating income	52,553	40,947
Interest income	121	128
Interest expense	(344)	(433)
Earnings before income taxes	52,330	40,642
Provision for income taxes	19,374	14,062
Net earnings including non-controlling interest	32,956	26,580
Net loss attributable to non-controlling interest	135	304
Net earnings attributable to common shareholders	$ 33,091	$ 26,884
Net earnings per common share attributable to common shareholders (Note 2):		
Basic	$ 0.65	$ 0.52

Diluted	$ 0.65	$ 0.52
Weighted-average common shares outstanding (Note 2):		
Basic	50,607	50,932
Diluted	50,788	51,237
Cash dividends declared per common share	$ 0.18	$ 0.18

See Notes to Condensed Consolidated Financial Statements.

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THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In thousands)
(Unaudited)

	For the Quarter Ended	
	May 4, 2013	April 28, 2012
Net earnings including non-controlling interest	$ 32,956	$ 26,580
Currency translation adjustments, net of tax	(3,216)	8,142
Comprehensive income including non-controlling interest	29,740	34,722
Comprehensive (income) loss attributable to non-controlling interest:		
Net loss	135	304
Currency translation adjustments, net of tax	116	(416)
Amounts attributable to non-controlling interest	251	(112)
Comprehensive income attributable to common shareholders	$ 29,991	$ 34,610

See Notes to Condensed Consolidated Financial Statements.

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THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)
(Unaudited)

	For the Quarter Ended	
	May 4, 2013	April 28, 2012
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net earnings including non-controlling interest	$ 32,956	$ 26,580
Adjustments to reconcile net earnings to net cash provided by operating activities:		
Depreciation and amortization	21,355	20,681
Tuxedo rental product amortization	7,328	5,988
Loss on disposition of assets	412	1,081
Share-based compensation	4,498	4,117
Excess tax benefits from share-based plans	(199)	(1,960)
Deferred tax provision	4,455	8,430
Deferred rent expense and other	1,173	276
Changes in operating assets and liabilities:		
Accounts receivable	(1,846)	(11,161)
Inventories	(43,710)	(30,059)
Tuxedo rental product	(24,787)	(18,157)
Other assets	7,666	(2,433)

Accounts payable, accrued expenses and other current liabilities	61,381	60,335
Income taxes payable	294	(445)
Other liabilities	(310)	2,047
Net cash provided by operating activities	70,666	65,320
CASH FLOWS FROM INVESTING ACTIVITIES:		
Capital expenditures	(25,127)	(30,664)
Proceeds from sales of property and equipment	38	8
Net cash used in investing activities	(25,089)	(30,656)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from issuance of common stock	1,359	3,233
Cash dividends paid	(9,263)	(9,357)
Deferred financing costs	(1,771)	—
Tax payments related to vested deferred stock units	(3,310)	(4,017)
Excess tax benefits from share-based plans	199	1,960
Repurchases of common stock	(33,009)	(33,866)
Net cash used in financing activities	(45,795)	(42,047)
Effect of exchange rate changes	(746)	793
DECREASE IN CASH AND CASH EQUIVALENTS	(964)	(6,590)
Balance at beginning of period	156,063	125,306
Balance at end of period	$ 155,099	$ 118,716

See Notes to Condensed Consolidated Financial Statements.

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THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1. Significant Accounting Policies

Basis of Presentation — The condensed consolidated financial statements herein include the accounts of The Men's Wearhouse, Inc. and its subsidiaries (the "Company") and have been prepared without audit, pursuant to the rules and regulations of the Securities and Exchange Commission (the "SEC"). As applicable under such regulations, certain information and footnote disclosures have been condensed or omitted. We believe that the presentation and disclosures herein are adequate to make the information not misleading, and the condensed consolidated financial statements reflect all elimination entries and normal recurring adjustments which are necessary for a fair presentation of the financial position, results of operations and cash flows at the dates and for the periods presented. These condensed consolidated financial statements should be read in conjunction with the consolidated financial statements and accompanying notes included in our Annual Report on Form 10-K for the year ended February 2, 2013.

The preparation of the condensed consolidated financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts and related disclosures. Actual amounts could differ from those estimates.

Recent Accounting Pronouncements — In February 2013, the Financial Accounting Standards Board ("FASB") issued updated guidance regarding the reporting of amounts reclassified out of accumulated other comprehensive income. The update requires disclosure of amounts reclassified out of accumulated other comprehensive income by component. In addition, entities are required to present, either on the face of the statement of operations or in the notes, significant amounts reclassified out of accumulated other comprehensive income by the respective line items of net income but only if the amount reclassified is required to be reclassified to net income in its entirety in the same reporting period. For amounts not reclassified in their entirety to net income, entities are required to cross-reference to other disclosures that provide additional detail about those amounts. As this update only affects disclosure requirements its adoption at the beginning of fiscal 2013 had no impact on our financial position, results of operations or cash flows.

In July 2012, the FASB issued updated guidance regarding testing indefinite-lived intangible assets for impairment. The amendments in this update will allow an entity to first assess qualitative factors to determine whether it is necessary to perform a quantitative impairment test. Under these amendments, an entity would not be required to calculate the fair value of an indefinite-lived intangible asset unless the entity determines, based on a qualitative assessment, that it is more likely than not that the indefinite-lived intangible asset is impaired. The amendments include a number of events and circumstances for an entity to consider in conducting the qualitative assessment. The adoption of this update at the beginning of our 2013 fiscal year had no impact on our financial position, results of operations or cash flows but may change the way we perform our testing of indefinite-lived intangible assets for impairment.

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

2. Earnings per Share

Basic earnings per common share attributable to common shareholders is determined using the two-class method and is computed by dividing net earnings attributable to common shareholders by the weighted-average common shares outstanding during the period. Diluted earnings per common share attributable to common shareholders reflects the more dilutive earnings per common share amount calculated using the treasury stock method or the two-class method.

The following table sets forth the computation of basic and diluted earnings per common share attributable to common shareholders (in thousands, except per share amounts). Basic and diluted earnings per common share attributable to common shareholders are computed using the actual net earnings available to common shareholders and the actual weighted-average common shares outstanding rather than the rounded numbers presented within our condensed consolidated statement of earnings and the accompanying notes. As a result, it may not be possible to recalculate earnings per common share attributable to common shareholders in our condensed consolidated statement of earnings and the accompanying notes.

	For the Quarter Ended	
	May 4, 2013	April 28, 2012
Numerator		
Total net earnings attributable to common shareholders	$ 33,091	$ 26,884
Net earnings allocated to participating securities	(312)	(426)
Net earnings attributable to common shareholders	$ 32,779	$ 26,458
Denominator		
Basic weighted-average common shares outstanding	50,607	50,932
Effect of dilutive securities:		
Stock options and equity-based compensation	181	305
Diluted weighted-average common shares outstanding	50,788	51,237
Net earnings per common share attributable to common shareholders:		
Basic	$ 0.65	$ 0.52
Diluted	$ 0.65	$ 0.52

For the quarters ended May 4, 2013 and April 28, 2012, 0.3 million and 0.2 million anti-dilutive shares of common stock were excluded from the calculation of diluted earnings per common share attributable to common shareholders, respectively.

THE MEN'S WEARHOUSE, INC. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

3. Debt

On April 12, 2013, we entered into a Third Amended and Restated Credit Agreement (the "Credit Agreement"), with a group of banks to amend and restate our existing credit facility, which provided the Company with a revolving credit facility that was scheduled to mature on January 26, 2016.

The Credit Agreement provides for a total senior revolving credit facility of $300.0 million, with possible future increases to $450.0 million under an expansion feature, and which matures on April 12, 2018. In addition, the Credit Agreement provides for a $100.0 million term loan, available in a single advance during the 120 day period after the closing date. If drawn, the term loan will be repaid over five years, with 10% payable annually in quarterly installments and the remainder due at maturity. The Credit Agreement is secured by the stock of certain of our subsidiaries. The Credit Agreement has several borrowing and interest rate options including the following indices:
(i) adjusted LIBO rate, (ii) adjusted EURIBO rate, (iii) CDOR rate, (iv) Canadian prime rate or (v) an alternate base rate (equal to the greater of the prime rate, the federal funds rate plus 0.5% or the adjusted LIBO rate for a one month period plus 1.0%). Advances under the Credit Agreement bear interest at a rate per annum using the applicable indices plus a varying interest rate margin of up to 2.50%. The Credit

Agreement also provides for fees applicable to amounts available to be drawn under outstanding letters of credit which range from 1.75% to 2.50%, and a fee on unused commitments which ranges from 0.35% to 0.50%. As of May 4, 2013, there were no borrowings outstanding under the Credit Agreement.

The Credit Agreement contains certain restrictive and financial covenants, including the requirement to maintain certain financial ratios. The restrictive provisions in the Credit Agreement reflect an overall covenant structure that is generally representative of a commercial loan made to an investment-grade company. Our debt, however, is not rated and we have not sought, and are not seeking, a rating of our debt. We were in compliance with the covenants in the Credit Agreement as of May 4, 2013.

We utilize letters of credit primarily to secure inventory purchases and as collateral for workers compensation claims. At May 4, 2013, letters of credit totaling approximately $21.3 million were issued and outstanding. Borrowings available under our Credit Agreement at May 4, 2013 were $278.7 million.

4. Supplemental Cash Flows

Supplemental disclosure of cash flow information is as follows (in thousands):

	For the Quarter Ended	
	May 4, 2013	April 28, 2012
Cash paid during the quarter for:		
Interest	$ 199	$ 328
Income taxes, net	$ 9,795	$ 6,786
Schedule of noncash investing and financing activities:		
Additional capital in excess of par resulting from tax benefit (deficiency) related to share-based plans	$ (319)	$ 1,960
Cash dividends declared	$ 9,247	$ 9,271

We had unpaid capital expenditure purchases accrued in accounts payable, accrued expenses and other current liabilities of approximately $11.5 million and $11.0 million at May 4, 2013 and April 28, 2012, respectively. Capital expenditure purchases are recorded as cash outflows from investing activities in the condensed consolidated statement of cash flows in the period they are paid.

5. Other Current Assets, Accrued Expenses and Other Current Liabilities and Deferred Taxes and Other Liabilities

Other current assets consist of the following (in thousands):

	May 4, 2013	April 28, 2012	February 2, 2013
Prepaid expenses	$ 34,464	$ 34,657	$ 35,403
Current deferred tax assets	21,200	22,396	26,607
Taxes receivable	3,169	2,233	8,040
Other	7,711	7,106	9,499
Total other current assets	$ 66,544	$ 66,392	$ 79,549

Accrued expenses and other current liabilities consist of the following (in thousands):

	May 4, 2013	April 28, 2012	February 2, 2013
Accrued salary, bonus, sabbatical, vacation and other benefits	$ 42,846	$ 39,198	$ 55,555
Customer deposits, prepayments and refunds payable	50,667	51,889	20,276
Sales, value added, payroll, property and other taxes payable	26,981	30,661	23,801
Accrued workers compensation and medical costs	19,294	17,533	19,146
Unredeemed gift certificates	14,069	13,343	15,535
Cash dividends declared	9,247	9,271	9,260
Loyalty program reward certificates	7,178	6,735	6,930
Other	14,851	10,542	13,841
Total accrued expenses and other current liabilities	$ 185,133	$ 179,172	$ 164,344

Deferred taxes and other liabilities consist of the following (in thousands):

	May 4, 2013	April 28, 2012	February 2, 2013
Deferred rent and landlord incentives	$ 53,501	$ 51,446	$ 52,814
Non-current deferred and other income tax liabilities	37,440	37,618	38,810
Other	1,158	11,871	1,305
Total deferred taxes and other liabilities	$ 92,099	$ 100,935	$ 92,929

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6. Equity and Non-Controlling Interest

A reconciliation of the total carrying amount of the Company's equity accounts for the quarter ended May 4, 2013 is as follows (in thousands):

	Common Stock	Capital in Excess of Par	Retained Earnings	Accumulated Other Comprehensive Income	Treasury Stock, at Cost	Total Equity Attributable to Common Shareholders	Non-Controlling Interest	Total Equity
BALANCES — February 2, 2013	$ 725	$ 386,254	$ 1,190,246	$ 36,924	$ (517,894)	$ 1,096,255	$ 12,980	$ 1,109,235
Net earnings (loss)	—	—	33,091	—	—	33,091	(135)	32,956
Other comprehensive loss	—	—	—	(3,100)	—	(3,100)	(116)	(3,216)
Cash dividends	—	—	(9,250)	—	—	(9,250)	—	(9,250)
Share-based compensation	—	4,498	—	—	—	4,498	—	4,498
Common stock issued under share-based award plans and to stock discount plan	3	1,356	—	—	—	1,359	—	1,359
Tax payments related to vested deferred stock units	—	(3,310)	—	—	—	(3,310)	—	(3,310)
Tax deficiency related to share-based plans	—	(319)	—	—	—	(319)	—	(319)
Treasury stock reissued	—	18	—	—	88	106	—	106
Repurchases of common stock	—	—	—	—	(33,009)	(33,009)	—	(33,009)
BALANCES — May 4, 2013	$ 728	$ 388,497	$ 1,214,087	$ 33,824	$ (550,815)	$ 1,086,321	$ 12,729	$ 1,099,050

A reconciliation of the total carrying amount of the Company's equity accounts for the quarter ended April 28, 2012 is as follows (in thousands):

	Common Stock	Capital in Excess of Par	Retained Earnings	Accumulated Other Comprehensive Income	Treasury Stock, at Cost	Total Equity Attributable to Common Shareholders	Non-Controlling Interest	Total Equity
BALANCES — January 28, 2012	$ 718	$ 362,735	$ 1,095,535	$ 36,921	$ (476,749)	$ 1,019,160	$ 12,659	$ 1,031,819
Net earnings (loss)	—	—	26,884	—	—	26,884	(304)	26,580
Other comprehensive income	—	—	—	7,726	—	7,726	416	8,142
Cash dividends	—	—	(9,289)	—	—	(9,289)	—	(9,289)
Share-based								

compensation	—	4,117	—	—	—	4,117	—	4,117
Common stock issued under share-based award plans and to stock discount plan	3	3,230	—	—	—	3,233	—	3,233
Tax payments related to vested deferred stock units	—	(4,017)	—	—	—	(4,017)	—	(4,017)
Tax benefit related to share-based plans	—	1,960	—	—	—	1,960	—	1,960
Repurchases of common stock	—	—	—	—	(33,866)	(33,866)	—	(33,866)
BALANCES — April 28, 2012	$ 721	$ 368,025	$ 1,113,130	$ 44,647	$ (510,615)	$ 1,015,908	$ 12,771	$ 1,028,679

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7. Treasury Stock

In March 2013, the Board of Directors (the "Board") approved a $200.0 million share repurchase program for our common stock. This approval amended and increased the Company's existing $150.0 million share repurchase program authorized by the Board in January 2011, which had a remaining authorization of $45.2 million at the time of amendment.

During the first quarter of 2012, 861,484 shares at a cost of $33.6 million were repurchased at an average price per share of $39.01 under the Board's January 2011 authorization. During the first quarter of 2013, 989,182 shares at a cost of $32.8 million were repurchased at an average price per share of $33.21 under the Board's March 2013 authorization. At May 4, 2013, the remaining balance available under the Board's March 2013 authorization was $167.2 million.

During the first quarter of 2013 and 2012, 5,378 shares and 7,041 shares, respectively, at a cost of $0.2 million and $0.3 million, respectively, were repurchased at an average price per share of $30.03 and $37.28, respectively, in private transactions to satisfy tax withholding obligations arising upon the vesting of certain restricted stock.

The following table summarizes our total common stock repurchases (in thousands, except share data and average price per share):

	For the Quarter Ended	
	May 4, 2013	April 28, 2012
Shares repurchased	994,560	868,525
Total costs	$ 33,009	$ 33,866
Average price per share	$ 33.19	$ 38.99

In February 2013, 3,666 treasury shares of our common stock were reissued pursuant to a two-year service agreement with an unrelated third party. The fair value of the common stock issued was approximately $0.1 million.

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NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

8. Share-Based Compensation Plans

For a discussion of our share-based compensation plans refer to Note 9 in the Company's Annual Report on Form 10-K for the fiscal year ended February 2, 2013.

We account for share-based awards in accordance with the authoritative guidance regarding share-based payments, which requires the compensation cost resulting from all share-based payment transactions be recognized in the financial statements. The amount of compensation cost is measured based on the grant-date fair value of the instrument issued and is recognized over the vesting period. Share-based compensation expense recognized for the quarters ended May 4, 2013 and April 28, 2012 was $4.5 million and $4.1 million, respectively.

Non-Vested Deferred Stock Units and Restricted Stock Shares

The following table summarizes the activity of time-based and performance-based deferred stock units for the quarter ended May 4, 2013:

	Shares		Weighted-Average Grant-Date Fair Value	
	Time-Based	Performance-Based	Time-Based	Performance-Based
Non-Vested at February 2, 2013	471,369	—	$ 36.22	$ —
Granted	449,595	97,668	33.09	33.09
Vested [(1)]	(292,430)	—	38.97	—
Forfeited	(1,244)	—	40.13	—
Non-Vested at May 4, 2013	627,290	97,668	$ 32.69	$ 33.09

[(1)] Includes 95,660 shares relinquished for tax payments related to vested deferred stock units for the quarter ended May 4, 2013.

On April 3, 2013, our Board approved a change in the form of award agreements to be issued for grants of deferred stock units ("DSUs") to participants under the Company's 2004 Long-Term Incentive Plan. As revised, the award agreements provide that dividend equivalents, if any, will be accrued during the vesting period for such DSU awards and paid out only upon vesting of the underlying DSUs. As such, grants of DSU awards on or after April 3, 2013 earn dividends throughout the vesting period which are subject to the same vesting terms as the underlying share award. Grants of DSUs generally vest over a period from one to three years. DSU awards granted prior to April 3, 2013 are entitled to receive non-forfeitable dividend equivalents, if any, when and if paid to shareholders of record at the payment date. Included in the non-vested time-based awards as of May 4, 2013 are 177,695 deferred stock units granted prior to April 3, 2013.

The performance-based DSUs represent a contingent right to receive one share of common stock and generally vest in one-third tranches over a three year period, subject to the Company's achievement of a performance target during an applicable performance period. Any unvested performance-based DSUs at the end of the performance period are rolled over and become eligible to vest in subsequent performance periods. Any performance-based DSUs that are unvested at the end of all vesting periods will lapse and be forfeited as of such time. The performance-based DSUs earn dividends throughout the vesting period and are subject to the same vesting terms as the underlying performance-based awards.

The following table summarizes the activity of restricted stock for the quarter ended May 4, 2013:

	Shares	Weighted-Average Grant-Date Fair Value
Non-Vested at February 2, 2013	99,847	$ 28.55
Granted	5,166	33.89
Vested	(23,938)	29.76
Forfeited	—	—
Non-Vested at May 4, 2013	81,075	$ 28.53

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Restricted stock awards receive non-forfeitable dividends, if any, when and if paid to shareholders of record at the payment date.

As of May 4, 2013, we have unrecognized compensation expense related to non-vested deferred stock units and shares of restricted stock of approximately $22.7 million, which is expected to be recognized over a weighted-average period of 1.5 years.

Stock Options

The following table summarizes the activity of stock options for the quarter ended May 4, 2013:

Weighted-Average Exercise

	Shares	Price
Outstanding at February 2, 2013	1,024,768	$ 25.54
Granted	19,080	33.09
Exercised	(34,250)	19.14
Forfeited	(5,000)	22.72
Expired	(5)	7.97
Outstanding at May 4, 2013	1,004,593	$ 25.91
Exercisable at May 4, 2013	651,409	$ 24.80

The weighted-average grant date fair value of the 19,080 stock options granted during the quarter ended May 4, 2013 was $13.10 per share. The following table summarizes the weighted-average assumptions used to fair value stock options at the date of grant using the Black-Scholes option pricing model for the quarter ended May 4, 2013.

	For the Quarter Ended May 4, 2013
Risk-free interest rate	0.76%
Expected lives	5.0 years
Dividend yield	2.20%
Expected volatility	55.00%

The assumptions presented in the table above represent the weighted-average of the applicable assumptions used to fair value stock options. The risk-free interest rate is based on the U.S. Treasury yield curve in effect at the time of grant. The expected lives represents the period of time the options are expected to be outstanding after their grant date. The dividend yield is based on the average of the annual dividend divided by the market price of our common stock at the time of declaration. Expected volatility is based on historical volatility of our common stock.

As of May 4, 2013, we have unrecognized compensation expense related to non-vested stock options of approximately $3.6 million which is expected to be recognized over a weighted-average period of 2.1 years.

Employee Stock Purchase Plan

The Employee Stock Discount Plan ("ESDP") allows employees to authorize after-tax payroll deductions to be used for the purchase of up to 2,137,500 shares of our common stock at 85% of the lesser of the fair market value on the first day of the offering period or the fair market value on the last day of the offering period. We make no contributions to this plan but pay all brokerage, service and other costs incurred. The plan, as amended, allows participants to purchase no more than 125 shares during any calendar quarter.

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During the quarter ended May 4, 2013, employees purchased 26,873 shares under the ESDP, which had a weighted-average share price of $26.16 per share. As of May 4, 2013, 821,575 shares were reserved for future issuance under the ESDP.

9. Goodwill and Other Intangible Assets

Goodwill

Goodwill allocated to the Company's reportable segments and changes in the net carrying amount of goodwill for the quarter ended May 4, 2013 are as follows (in thousands):

	Retail	Corporate Apparel	Total
Balance at February 2, 2013	$ 59,995	$ 27,840	$ 87,835
Translation adjustment	(291)	(231)	(522)
Balance at May 4, 2013	$ 59,704	$ 27,609	$ 87,313

Goodwill is evaluated for impairment annually as of our fiscal year end. A more frequent evaluation is performed if events or circumstances indicate that impairment could have occurred. Such events or circumstances could include, but are not limited to, new significant negative industry or economic trends, unanticipated changes in the competitive environment, decisions to significantly modify or dispose of operations and a significant sustained decline in the market price of our stock. No additional impairment evaluation was considered necessary during the first quarter of fiscal 2013.

Intangible Assets

The gross carrying amount and accumulated amortization of our identifiable intangible assets are as follows (in thousands):

	May 4, 2013	April 28, 2012	February 2, 2013
Amortizable intangible assets:			
Carrying amount:			
Trademarks, tradenames, and other intangibles	$ 14,477	$ 12,533	$ 14,502
Customer relationships	31,818	33,225	32,098
Total carrying amount	46,295	45,758	46,600
Accumulated amortization:			
Trademarks, tradenames, and other intangibles	(8,821)	(8,259)	(8,663)
Customer relationships	(7,362)	(4,838)	(6,751)
Total accumulated amortization	(16,183)	(13,097)	(15,414)
Total amortizable intangible assets, net	30,112	32,661	31,186
Infinite-lived intangible assets:			
Trademarks	1,245	1,300	1,256
Total intangible assets, net	$ 31,357	$ 33,961	$ 32,442

The pretax amortization expense associated with intangible assets subject to amortization totaled approximately $0.8 million for the quarters ended May 4, 2013 and April 28, 2012, respectively, and approximately $3.3 million for the year ended February 2, 2013. Pretax amortization associated with intangible assets subject to amortization at May 4, 2013 is estimated to be $2.5 million for the remainder of fiscal year 2013, $3.2 million for each of the fiscal years 2014, 2015 and 2016 and $3.1 million for fiscal year 2017.

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10. Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The authoritative guidance for fair value measurements establishes a three-tier fair value hierarchy, categorizing the inputs used to measure fair value. The hierarchy can be described as follows: Level 1- observable inputs such as quoted prices in active markets; Level 2- inputs other than the quoted prices in active markets that are observable either directly or indirectly; and Level 3- unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions. The fair value hierarchy also requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

There were no transfers into or out of Level 1 and Level 2 during the quarter ended May 4, 2013 or April 28, 2012, respectively, or during the year ended February 2, 2013.

Assets and Liabilities that are Measured at Fair Value on a Recurring Basis

	Fair Value Measurements at Reporting Date Using			
(in thousands)	Quoted Prices in Active Markets for Identical Instruments (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
At May 4, 2013-				
Assets:				
Cash equivalents	$ 20,059	$ —	$ —	$ 20,059
Derivative financial instruments	$ —	$ 138	$ —	$ 138
Liabilities:				
Derivative financial instruments	$ —	$ 11	$ —	$ 11
At February 2, 2013-				
Assets:				
Cash equivalents	$ 20,054	$ —	$ —	$ 20,054
Derivative financial instruments	$ —	$ 215	$ —	$ 215
Liabilities:				

Derivative financial instruments	$ —	$ 17	$ —	$ 17
At April 28, 2012-				
Assets:				
Cash equivalents	$ 20,027	$ —	$ —	$ 20,027
Liabilities:				
Derivative financial instruments	$ —	$ 548	$ —	$ 548

Cash equivalents consist of money market instruments that have original maturities of three months or less. The carrying value of cash equivalents approximates fair value due to the highly liquid and short-term nature of these instruments.

Derivative financial instruments are comprised of foreign currency forward exchange contracts primarily entered into to minimize our foreign currency exposure related to forecasted purchases of certain inventories denominated in a currency different from the operating entity's functional currency. Our derivative financial instruments are recorded in the condensed consolidated balance sheets at fair value based upon observable market inputs. Derivative financial instruments in an asset position are included within other current assets in the condensed consolidated balance sheets. Derivative financial instruments in a liability position are included within accrued expenses and other current liabilities in the condensed consolidated balance sheets. Refer to Note 11 for further information regarding our derivative instruments.

Assets and Liabilities that are Measured at Fair Value on a Non-Recurring Basis

Long-lived assets, such as property and equipment and identifiable intangibles with finite useful lives, are periodically evaluated for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If the asset carrying amount exceeds its fair value, an impairment charge is recognized in the amount by which the carrying amount exceeds the fair value of the asset. The fair values of long-lived assets held-for-use are based on our own judgments about the assumptions that market participants would use in pricing the asset and on observable market data, when available. We classify these measurements as Level 3 within the fair value hierarchy. No impairment charges were recorded for the carrying value of long-lived assets during the first quarter of 2013 or 2012.

Fair Value of Financial Instruments

Our financial instruments, other than those presented in the disclosures above, consist of cash, accounts receivable, accounts payable and accrued expenses and other current liabilities. Management estimates that, as of May 4, 2013, April 28, 2012 and February 2, 2013, the carrying value of cash, accounts receivable, accounts payable and accrued expenses and other current liabilities approximate their fair value due to the highly liquid or short-term nature of these instruments.

11. Derivative Financial Instruments

We are exposed to market risk associated with foreign currency exchange rate fluctuations as a result of our direct sourcing programs and our operations in foreign countries. In connection with our direct sourcing programs, we may enter into merchandise purchase commitments that are denominated in a currency different from the functional currency of the operating entity. Our risk management policy is to hedge a significant portion of forecasted merchandise purchases for our direct sourcing programs that bear foreign exchange risk using foreign exchange forward contracts. The Company has not elected to apply hedge accounting to these transactions denominated in a foreign currency.

Our derivative financial instruments are recorded in the condensed consolidated balance sheet at fair value determined by comparing the cost of the foreign currency to be purchased under the contracts using the exchange rates obtained under the contracts (adjusted for forward points) to the hypothetical cost using the spot rate at period end.

The tables below disclose the fair value of the derivative financial instruments included in the condensed consolidated balance sheets as of May 4, 2013, February 2, 2013 and April 28, 2012 (in thousands):

	Asset Derivatives		Liability Derivatives	
	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Derivatives not designated as hedging instruments:				
At May 4, 2013- Foreign exchange forward contracts	Other current assets	$ 138	Accrued expenses and other current liabilities	$ 11
At February 2, 2013- Foreign exchange forward contracts	Other current assets	$ 215	Accrued expenses and other current liabilities	$ 17
At April 28, 2012- Foreign exchange forward contracts	Other current assets	$ —	Accrued expenses and other current liabilities	$ 548

At May 4, 2013, we had four contracts to purchase Euros for an aggregate notional amount of US$0.5 million maturing in various increments at various dates through September 2013, eight contracts to purchase United States dollars ("USD") for an aggregate notional amount of Canadian dollars ("CAD") $2.0 million maturing in various increments at various dates through August 2013 and 14 contracts to purchase USD for an aggregate notional amount of pounds Sterling ("GBP") £11.7 million maturing in various increments at various dates through October 2013. For the quarter ended May 4, 2013, we recognized a net pre-tax gain of $0.7 million in cost of sales in the condensed consolidated statement of earnings for our derivative financial instruments not designated as cash flow hedges.

At February 2, 2013, we had four contracts maturing in varying increments to purchase Euros for an aggregate notional amount of US$1.2 million maturing at various dates through May 2013, 10 contracts maturing in varying increments to purchase USD for an aggregate notional amount of CAD $4.1 million maturing at various dates through May 2013 and 16 contracts maturing in varying increments to purchase USD for an aggregate notional amount of GBP £14.0 million maturing at various dates through June 2013.

At April 28, 2012, we had 12 contracts to purchase Euros for an aggregate notional amount of US$1.4 million maturing in various increments at various dates through August 2012, 11 contracts to purchase USD for an aggregate notional amount of CAD $5.0 million maturing in various increments at various dates through August 2012 and 15 contracts to purchase USD for an aggregate notional amount of GBP £10.9 million maturing in various increments at various dates through August 2012. For the quarter ended April 28, 2012, we recognized a net pre-tax loss of $0.8 million in cost of sales in the condensed consolidated statement of earnings for our derivative financial instruments not designated as cash flow hedges.

We had no derivative financial instruments with credit-risk-related contingent features underlying the agreements as of May 4, 2013, February 2, 2013 or April 28, 2012, respectively.

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12. Segment Reporting

The Company's operations are conducted in two reportable segments, retail and corporate apparel, based on the way we manage, evaluate and internally report our business activities.

The retail segment includes the results from our four retail merchandising brands: Men's Wearhouse, Men's Wearhouse and Tux, Moores Clothing for Men ("Moores") and K&G. These four brands are operating segments that have been aggregated into the retail reportable segment based on their similar economic characteristics, products, production processes, target customers and distribution methods. MW Cleaners is also aggregated in the retail segment as these operations have not had a significant effect on the revenues or expenses of the Company. Specialty apparel merchandise offered by our four retail merchandising concepts include suits, suit separates, sport coats, slacks, sportswear, outerwear, dress shirts, shoes and accessories for men. Ladies' career apparel, sportswear and accessories, including shoes, and children's apparel is offered at most of our K&G stores and tuxedo rentals are offered at our Men's Wearhouse, Men's Wearhouse and Tux and Moores retail stores.

The corporate apparel segment includes the results from our corporate apparel and uniform operations conducted by Twin Hill in the United States ("U.S.") and Dimensions, Alexandra and Yaffy in the UK. The two corporate apparel and uniform concepts are operating segments that have been aggregated into the reportable corporate apparel segment based on their similar economic characteristics, products, production processes, target customers and distribution methods. The corporate apparel segment provides corporate clothing uniforms and workwear to workforces.

Operating income is the primary measure of profit we use to make decisions on allocating resources to our operating segments and to assess the operating performance of each operating segment. It is defined as income before interest expense, interest income, income taxes and non-controlling interest. Corporate expenses and assets are allocated to the retail segment.

Net sales by brand and reportable segment are as follows (in thousands):

	For the Quarter Ended	
	May 4, 2013	April 28, 2012
Net sales:		
MW [1]	$ 401,835	$ 371,468
Moores	53,771	55,478
K&G	97,340	103,092
MW Cleaners	7,235	6,654
Total retail segment	560,181	536,692
Twin Hill	7,959	7,065
Dimensions and Alexandra (UK)	48,396	42,817
Total corporate apparel segment	56,355	49,882
Total net sales	$ 616,536	$ 586,574

[1] MW includes Men's Wearhouse and Men's Wearhouse and Tux stores.

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The following table sets forth supplemental products and services sales information for the Company (in thousands):

	For the Quarter Ended	
	May 4, 2013	April 28, 2012
Net sales:		
Men's tailored clothing product	$ 234,844	$ 230,280
Men's non-tailored clothing product	166,773	166,888
Ladies' clothing product	22,120	23,301
Total retail clothing product	423,737	420,469
Tuxedo rental services	98,482	78,489
Alteration services	30,727	31,080
Retail dry cleaning services	7,235	6,654
Total alteration and other services	37,962	37,734
Corporate apparel clothing product	56,355	49,882
Total net sales	$ 616,536	$ 586,574

Operating income (loss) by reportable segment and the reconciliation to earnings before income taxes is as follows (in thousands):

	For the Quarter Ended	
	May 4, 2013	April 28, 2012
Operating income (loss):		
Retail	$ 51,470	$ 43,367
Corporate apparel	1,083	(2,420)
Operating income	52,553	40,947
Interest income	121	128
Interest expense	(344)	(433)
Earnings before income taxes	$ 52,330	$ 40,642

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13. Legal Matters

We are involved in various routine legal proceedings, including ongoing litigation, incidental to the conduct of our business. Management does not believe that any of these matters will have a material adverse effect on our financial position, results of operations or cash flows.

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ITEM 2 - MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

General

For supplemental information, it is suggested that "Management's Discussion and Analysis of Financial Condition and Results of Operations" be read in conjunction with the corresponding section included in our Annual Report on Form 10-K for the year ended February 2, 2013. References herein to years are to our 52-week or 53-week fiscal year, which ends on the Saturday nearest January 31 in the following calendar year. For example, references to "2013" mean the 52-week fiscal year ending February 1, 2014.

Our operations are conducted in two reportable segments, retail and corporate apparel, based on the way we manage, evaluate and internally report our business activities.

The Company conducts its retail segment as a specialty apparel retailer offering suits, suit separates, sport coats, slacks, sportswear, outerwear, dress shirts, shoes and accessories for men, and tuxedo rentals. We offer our products and services through multiple brands and channels including The Men's Wearhouse, Men's Wearhouse and Tux, Moores Clothing for Men ("Moores"), K&G and the Internet at www.menswearhouse.com and www.kgstores.com. Our stores are located throughout the United States ("U.S.") and Canada and carry a wide selection of exclusive and non-exclusive merchandise brands. In addition, we offer our customers a variety of services, including alterations and our loyalty program. Most of our K&G stores offer ladies' career apparel, sportswear, accessories and shoes and children's apparel. MW Cleaners is also aggregated in the retail segment, as these operations have not had a significant effect on the revenues or expenses of the Company. MW Cleaners conducts retail dry cleaning, laundry and heirlooming operations in the Houston, Texas area.

The corporate apparel segment includes the results from our corporate apparel and uniform operations conducted by Twin Hill in the U.S. and Dimensions, Alexandra and Yaffy in the United Kingdom ("UK"). These operations provide corporate clothing uniforms and workwear to workforces through multiple channels including managed corporate accounts, catalogs and the Internet.

Refer to Note 12 of Notes to Condensed Consolidated Financial Statements for additional information and disclosures regarding our reportable segments and the discussion included in "Results of Operations" below.

In March 2013, we announced that we engaged Jefferies & Co. to assist us in evaluating strategic alternatives for our K&G operations. We believe our core strengths lie primarily in our service culture and specialty men's apparel retailing, and that we will be better able to focus our efforts on these core operations by taking this action.

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Overview

Highlights of the Company's performance for the quarter ended May 4, 2013 compared to the quarter ended April 28, 2012 are presented below, followed by a more comprehensive discussion under "Results of Operations":

- Revenues for the first quarter of 2013 increased by $30.0 million or 5.1% to $616.5 million compared to revenues of $586.6 million in the first quarter of 2012.
- Gross margin for the first quarter of 2013 increased by $23.9 million or 9.4% to $277.9 million compared to $254.0 million in the first quarter of 2012. Gross margin as a percentage of total net sales for the first quarter of 2013 was 45.1% compared to 43.3% for the first quarter of 2012.
- Selling, general and administrative ("SG&A") expenses for the first quarter of 2013 increased 5.8% to $225.4 million compared to SG&A expenses of $213.1 million in the first quarter of 2012 and increased 0.3% as a percentage of total net sales as compared to the first quarter of 2012.
- Net earnings attributable to common shareholders for the first quarter of 2013 increased by $6.2 million or 23.1% to $33.1 million compared to $26.9 million for the first quarter of 2012.
- Diluted earnings per common share attributable to common shareholders increased 25.0% to $0.65 per share for the first quarter of 2013 compared to $0.52 per share for the first quarter of fiscal 2012.
- Net cash provided by our operating activities for the first quarter of 2013 was $70.7 million compared to $65.3 million for the first quarter of 2012. We held cash and cash equivalent balances of $155.1 million at May 4, 2013, $156.1 million at February 2, 2013 and $118.7 million at April 28, 2012.

- During the first quarter of 2013, we paid cash dividends of $9.3 million.
- During the first quarter of 2013, we repurchased 994,560 shares of our common stock for $33.0 million.

Store data

The following table presents information with respect to retail apparel stores in operation during each of the respective fiscal periods:

	For the Quarter Ended		For the Year Ended
	May 4, 2013	April 28, 2012	February 2, 2013
Stores open at beginning of period:	1,143	1,166	1,166
Opened	6	4	37
Closed	(8)	(8)	(60)
Stores open at end of period	1,141	1,162	1,143
Stores open at end of period:			
Men's Wearhouse	644	611	638
Men's Wearhouse & Tux	281	336	288
Moores	120	117	120
K&G	96	98	97
	1,141	1,162	1,143

During the first quarter of 2013, we opened six Men's Wearhouse stores and closed eight stores (one K&G store due to substandard performance and seven Men's Wearhouse & Tux stores: two due to lease expiration and five due to substandard performance).

Seasonality

Our sales and net earnings are subject to seasonal fluctuations. In most years, a greater portion of our net retail clothing sales have been generated during the fourth quarter of each year when holiday season shopping peaks. In addition, our tuxedo rental revenues are heavily concentrated in the second and third quarters while the fourth quarter is considered the seasonal low point. With respect to corporate apparel sales and operating results, seasonal fluctuations are not significant but customer decisions to rebrand or revise their corporate wear programs can cause significant variations in period results. Because of these fluctuations in our sales, results for any quarter are not necessarily indicative of the results that may be achieved for the full year. Additionally, U.S. and global economic conditions that impact consumer confidence and the level of consumer discretionary spending also impact our operating results.

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Results of Operations

For the Quarter Ended May 4, 2013 compared to the Quarter Ended April 28, 2012

The following table sets forth the Company's results of operations expressed as a percentage of net sales for the periods indicated:

	For the Quarter Ended (1)	
	May 4, 2013	April 28, 2012
Net sales:		
Retail clothing product	68.7%	71.7%
Tuxedo rental services	16.0	13.4
Alteration and other services	6.2	6.4
Total retail sales	90.9	91.5
Corporate apparel clothing product sales	9.1	8.5
Total net sales	100.0%	100.0%
Cost of sales (2):		
Retail clothing product	43.8	44.9
Tuxedo rental services	14.7	14.0
Alteration and other services	74.9	73.0
Occupancy costs	12.7	12.8
Total retail cost of sales	53.5	55.1
Corporate apparel clothing product cost of sales	69.1	73.5
Total cost of sales	54.9	56.7
Gross margin (2):		
Retail clothing product	56.2	55.1
Tuxedo rental services	85.3	86.0
Alteration and other services	25.1	27.0

Occupancy costs	(12.7)	(12.8)
Total retail gross margin	46.5	44.9
Corporate apparel clothing product gross margin	30.9	26.5
Total gross margin	45.1	43.3
Selling, general and administrative expenses	36.6	36.3
Operating income	8.5	7.0
Interest income	0.0	0.0
Interest expense	(0.1)	(0.1)
Earnings before income taxes	8.5	6.9
Provision for income taxes	3.1	2.4
Net earnings including non-controlling interest	5.3	4.5
Net loss attributable to non-controlling interest	0.0	0.1
Net earnings attributable to common shareholders	5.4%	4.6%

(1) Percentage line items may not sum to totals due to the effect of rounding.
(2) Calculated as a percentage of related sales.

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The Company's total net sales increased $30.0 million, or 5.1%, to $616.5 million for the first quarter of 2013 as compared to the first quarter of 2012.

Total retail sales increased $23.5 million, or 4.4%, to $560.2 million for the first quarter of 2013 as compared to the first quarter of 2012 due mainly to a $20.0 million increase in tuxedo rental services revenues and a $3.3 million increase in retail clothing product revenues. These increases are attributable to the following:

(in millions)	Amount Attributed to
$ 5.8	1.6% increase in comparable sales at Men's Wearhouse/Men's Wearhouse and Tux.
(3.8)	7.0% decrease in comparable sales at Moores.
(6.6)	6.7% decrease in comparable sales at K&G.
19.1	Increase in net sales not included in comparable sales.
14.1	Increase from net sales of stores opened in 2012, relocated stores and expanded stores not yet included in comparable sales.
(5.4)	Decrease in net sales resulting from closed stores.
0.3	Other.
$ 23.5	**Increase in total retail sales.**

Comparable sales exclude the net sales of a store for any month of one period if the store was not open throughout the same month of the prior period and include e-commerce net sales, beginning in fiscal 2013. Because fiscal 2012 was a 53 week fiscal year, comparable sales for the 52 weeks of fiscal 2013 are calculated using the trailing (or comparable) 52 weeks of fiscal 2012. This "calendar shift" resulted in $19.1 million of the total retail sales increase for the first quarter of 2013 being excluded from the comparable sales changes shown in the table above. If comparable sales for the first quarter of 2013 are calculated by comparison to the 13 weeks included in the first quarter of 2012 (rather than the trailing 13 weeks), comparable sales increase by 7.1% at Men's Wearhouse/Men's Wearhouse and Tux and decrease by 2.8% at Moores and 5.3% at K&G. The increase at Men's Wearhouse/Men's Wearhouse and Tux resulted from increased average unit retails (net selling prices) for clothing product that more than offset decreases in units sold per transaction and average transactions per store. In addition, tuxedo rental service revenues increased due to increased rental rates as well as increased unit rentals and sales of tuxedo accessories caused mainly by the Easter holiday shift allowing for an earlier prom season. The decrease at Moores was driven by decreased average transactions per store for clothing product and decreased units sold per transaction. The decrease at K&G was driven by decreased average transactions per store and decreased units sold per transaction that more than offset an increase in average unit retails.

Total corporate apparel clothing product sales increased $6.5 million. UK corporate apparel sales increased $5.6 million due mainly to a higher level of customer-directed new uniform rollouts in the first quarter of 2013 as compared to the first quarter of 2012. U.S. corporate apparel sales increased $0.9 million, due primarily to increased catalog sales.

The Company's gross margin was as follows:

	For the Quarter Ended	
	May 4, 2013	April 28, 2012
Gross margin (in thousands)	$ 277,920	$ 254,049
Gross margin as a percentage of related sales:		
Retail gross margin:		
Clothing product	56.2%	55.1%
Tuxedo rental services	85.3%	86.0%
Alteration and other services	25.1%	27.0%
Occupancy costs	(12.7)%	(12.8)%

Total retail gross margin	46.5%	44.9%
Corporate apparel clothing product gross margin	30.9%	26.5%
Total gross margin	45.1%	43.3%

Buying and distribution costs are included in determining our retail and corporate apparel clothing product gross margins. Our gross margin may not be comparable to other specialty retailers, as some companies exclude costs related to their distribution network from cost of goods sold while others, like us, include all or a portion of such costs in cost of goods sold and exclude them from SG&A expenses. Tuxedo distribution costs are not included in determining our tuxedo rental services gross margin but are included in SG&A expenses.

In the retail segment, total gross margin as a percentage of related sales increased from 44.9% in the first quarter of 2012 to 46.5% in the first quarter of 2013. On an absolute dollar basis, total retail segment gross margin increased $19.7 million or 8.2% from the same prior year quarter to $260.5 million in the first quarter of 2013. Retail clothing product gross margin increased from 55.1% in the first quarter of 2012 to 56.2% in the first quarter of 2013 due primarily to increased average unit retails. The tuxedo rental services gross margin decreased from 86.0% in the first quarter of 2012 to 85.3% in the first quarter of 2013 primarily due to increased royalty expenses. Occupancy costs, which are relatively constant on a per store basis and includes store related rent, common area maintenance, utilities, repairs and maintenance, security, property taxes and depreciation, decreased slightly from 12.8% in the first quarter of 2012 to 12.7% in the first quarter of 2013 due to cost leverage from increased retail sales. On an absolute dollar basis, occupancy costs increased $2.6 million primarily due to higher rent and depreciation expense.

In the corporate apparel segment, total gross margin as a percentage of related sales increased from 26.5% in the first quarter of 2012 to 30.9% in the first quarter of 2013 mainly as a result of a favorable sales mix and foreign currency gains recognized on our derivative financial instruments not designated as cash flow hedges associated with our UK-based operations. On an absolute dollar basis, corporate apparel gross margin increased $4.2 million.

SG&A expenses increased to $225.4 million in the first quarter of 2013 from $213.1 million in the first quarter of 2012, an increase of $12.3 million or 5.8%. As a percentage of total net sales, these expenses increased from 36.3% in the first quarter of 2012 to 36.6% in the first quarter of 2013. The components of this 0.3% net increase in SG&A expenses as a percentage of total net sales and the related absolute dollar changes were as follows:

%	Attributed to
0.2	Increase in advertising expense as a percentage of total net sales from 3.3% in the first quarter of 2012 to 3.5% in the first quarter of 2013. On an absolute dollar basis, advertising expense increased $2.1 million.
(0.4)	Decrease in store salaries as a percentage of total net sales from 13.1% in the first quarter of 2012 to 12.7% in the first quarter of 2013. Store salaries on an absolute dollar basis increased $1.2 million primarily due to increased store sales support salaries and increased commissions associated with increased retail sales.
0.5	Increase in other SG&A expenses as a percentage of total net sales from 19.9% in the first quarter of 2012 to 20.4% in the first quarter of 2013. On an absolute dollar basis, other SG&A expenses increased $9.0 million primarily due to increased non-store payroll-related costs, including increased medical benefit costs.
0.3%	**Total**

In the retail segment, SG&A expenses as a percentage of related net sales increased from 36.8% in the first quarter of 2012 to 37.3% in the first quarter of 2013. On an absolute dollar basis, retail segment SG&A expenses increased $11.6 million primarily due to increased advertising expense and store and non-store payroll-related costs, including increased medical benefit costs.

In the corporate apparel segment, SG&A expenses as a percentage of related net sales decreased from 31.4% in the first quarter of 2012 to 29.0% in the first quarter of 2013. On an absolute dollar basis, corporate apparel segment SG&A expenses increased $0.7 million primarily due to foreign currency translation losses associated with our UK operations.

Our effective income tax rate was 37.0% for the first quarter of 2013 and 34.6% for the first quarter of 2012. The effective tax rate for the first quarter of 2013 was higher than the statutory U.S. federal rate of 35% due to tax rate effects from state income taxes, offset partially by lower foreign statutory tax rates imposed on our foreign operations. The effective tax rate for the first quarter of 2012 was lower than the statutory U.S. federal rate of 35% due to the favorable tax rate effects from net permanent book-to-tax adjustments and lower foreign statutory tax rates imposed on our foreign operations, offset partially by the effect of state income taxes.

These factors resulted in net earnings attributable to common shareholders of $33.1 million or 5.4% of net sales for the first quarter of 2013, compared with net earnings of $26.9 million or 4.6% of net sales for the first quarter of 2012.

Liquidity and Capital Resources

At May 4, 2013, February 2, 2013 and April 28, 2012, cash and cash equivalents totaled $155.1 million, $156.1 million and $118.7 million, respectively, and working capital was $532.0 million, $561.0 million and $521.7 million, respectively. Our primary sources of working capital are cash flows from operations and borrowings under our Credit Agreement (as defined below). The $29.0 million decrease in working capital at May 4, 2013 compared to February 2, 2013 was due mainly to purchases of treasury stock made during the first quarter of 2013.

Credit Facilities

On April 12, 2013, we entered into a Third Amended and Restated Credit Agreement (the "Credit Agreement"), with a group of banks to amend and restate our existing credit facility, which provided the Company with a revolving credit facility that was scheduled to mature on January 26, 2016.

The Credit Agreement provides for a total senior revolving credit facility of $300.0 million, with possible future increases to $450.0 million under an expansion feature, and which matures on April 12, 2018. In addition, the Credit Agreement provides for a $100.0 million term loan, available in a single advance during the 120 day period after the closing date. If drawn, the term loan will be repaid over five years, with 10% payable annually in quarterly installments and the remainder due at maturity. The Credit Agreement is secured by the stock of certain of our subsidiaries. The Credit Agreement has several borrowing and interest rate options including the following indices: (i) adjusted LIBO rate, (ii) adjusted EURIBO rate, (iii) CDOR rate, (iv) Canadian prime rate or (v) an alternate base rate (equal to the greater of the prime rate, the federal funds rate plus 0.5% or the adjusted LIBO rate for a one month period plus 1.0%). Advances under the Credit Agreement bear interest at a rate per annum using the applicable indices plus a varying interest rate margin of up to 2.50%. The Credit Agreement also provides for fees applicable to amounts available to be drawn under outstanding letters of credit which range from 1.75% to 2.50%, and a fee on unused commitments which ranges from 0.35% to 0.50%. As of May 4, 2013, there were no borrowings outstanding under the Credit Agreement.

The Credit Agreement contains certain restrictive and financial covenants, including the requirement to maintain certain financial ratios. The restrictive provisions in the Credit Agreement reflect an overall covenant structure that is generally representative of a commercial loan made to an investment-grade company. Our debt, however, is not rated and we have not sought, and are not seeking, a rating of our debt. We were in compliance with the covenants in the Credit Agreement as of May 4, 2013.

We utilize letters of credit primarily to secure inventory purchases and as collateral for workers compensation claims. At May 4, 2013, letters of credit totaling approximately $21.3 million were issued and outstanding. Borrowings available under our Credit Agreement at May 4, 2013were $278.7 million.

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Cash flow activities

Operating activities — Our primary source of operating cash flow is from sales to our customers. Our primary uses of cash include clothing product inventory and tuxedo rental product purchases, personnel related expenses, occupancy costs, advertising costs and income tax payments. Our operating activities provided net cash of $70.7 million in the first quarter of 2013, due mainly to net earnings, adjusted for non-cash charges, an increase in accounts payable, accrued expenses and other current liabilities and a decrease in other assets, offset by increases in inventories and tuxedo rental product.

- Inventories increased primarily due to our usual inventory replenishment following the holiday shopping season.
- Tuxedo rental product increased from purchases of new Vera Wang product offerings and replenishment product to support the continued growth of our tuxedo rental business.
- The decrease in other assets is primarily due to the timing and amounts of required tax payments.
- The increase in accounts payable, accrued expenses and other current liabilities was primarily due to the timing of vendor payments for inventory and tuxedo rental product purchases and the seasonal increase in tuxedo rental deposits.

During the first quarter of 2012, our operating activities provided net cash of $65.3 million, due mainly to net earnings, adjusted for non-cash charges, and an increase in accounts payable, accrued expenses and other current liabilities, offset by increases in accounts receivable, inventories and tuxedo rental product.

- The increase in accounts receivable was due mainly to the seasonal increase at quarter end for receivables from third-party credit card providers for prom and other tuxedo rentals.
- Inventories increased primarily due to our usual inventory replenishment following the holiday shopping season.
- Tuxedo rental product increased to support the continued growth of our tuxedo rental business and to replenish product offerings.
- The increase in accounts payable, accrued expenses and other current liabilities was primarily due to the timing of vendor payments for inventory and tuxedo rental product purchases and the seasonal increase in tuxedo rental deposits.

Investing activities — Our cash outflows from investing activities are primarily for capital expenditures. During the first quarter of 2013 and 2012, our investing activities used net cash of $25.1 million and $30.7 million, respectively, for capital expenditures. Our capital expenditures relate to costs incurred for stores opened, remodeled or relocated during the period or under construction at the end of the period, office and distribution facility additions, infrastructure technology investments, investments in our corporate uniform program and, in 2012, investments in other corporate assets.

Financing activities **—** Our cash outflows from financing activities consist primarily of cash dividend payments and repurchases of common stock, while cash inflows from financing activities consist primarily of proceeds from the issuance of common stock. During the first quarter of 2013, our financing activities used net cash of $45.8 million due mainly to the purchase of treasury shares of $33.0 million and cash dividends paid of $9.3 million, offset by $1.4 million proceeds from the issuance of common stock. Our financing activities used net cash of $42.0 million for the first quarter of 2012, due mainly to the repurchase of common stock of $33.9 million and cash dividends paid of $9.4 million, offset by $3.2 million proceeds from the issuance of common stock.

Share repurchase program **—** In March 2013, the Board of Directors (the "Board") approved a $200.0 million share repurchase program for our common stock. This approval amended and increased the Company's existing $150.0 million share repurchase program authorized by the Board in January 2011 which had a remaining authorization of $45.2 million at the time of amendment.

During the first quarter of 2012, 861,484 shares at a cost of $33.6 million were repurchased at an average price per share of $39.01 under the Board's January 2011 authorization. During the first quarter of 2013, 989,182 shares at a cost of $32.8 million were repurchased at an average price per share of $33.21 under the Board's March 2013 authorization. At May 4, 2013, the remaining balance available under the Board's March 2013 authorization was $167.2 million.

During the first quarter of 2013 and 2012, 5,378 shares and 7,041 shares, respectively, at a cost of $0.2 million and $0.3 million, respectively, were repurchased at an average price per share of $30.03 and $37.28, respectively, in private transactions to satisfy tax withholding obligations arising upon the vesting of certain restricted stock.

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The following table summarizes our total common stock repurchases (in thousands, except share data and average price per share):

	For the Quarter Ended	
	May 4, 2013	April 28, 2012
Shares repurchased	994,560	868,525
Total costs	$ 33,009	$ 33,866
Average price per share	$ 33.19	$ 38.99

In February 2013, 3,666 treasury shares of our common stock were reissued pursuant to a two-year service agreement with an unrelated third party. The fair value of the common stock issued was approximately $0.1 million.

Dividends **—** Cash dividends paid were approximately $9.3 million and $9.4 million for the quarter ended May 4, 2013 and April 28, 2012, respectively. During the quarters ended May 4, 2013 and April 28, 2012, the Company declared quarterly dividends of $0.18 per share.

Future sources and uses of cash

Our primary uses of cash are to finance working capital requirements of our operations. In addition, we will use cash to fund capital expenditures, income taxes, dividend payments and repurchases of common stock, operating leases and various other commitments and obligations, as they arise.

Capital expenditures are anticipated to be in the range of $100.0 to $108.0 million for 2013. This amount includes the anticipated costs of opening approximately 32 to 36 new Men's Wearhouse stores, three new Moores stores and one new K&G store in 2013. The balance of the capital expenditures for 2013 will be used for telecommunications, point-of-sale and other computer equipment and systems, store relocations, remodeling and expansion, distribution and office facilities and investment in other corporate assets. The actual amount of future capital expenditures will depend in part on the number of new stores opened and the terms on which new stores are leased, as well as on industry trends consistent with our anticipated operating plans.

Additionally, market conditions may produce attractive opportunities for us to make acquisitions larger than our past acquisitions. Any such acquisitions may be undertaken as an alternative to opening new stores. We may use cash on hand, together with cash flow from operations, borrowings under our Credit Agreement and issuances of debt or equity securities, to take advantage of any significant acquisition opportunities.

Current domestic and global economic conditions, including high unemployment levels, reduced public sector spending and constrained credit markets, could negatively affect our future operating results as well as our existing cash and cash equivalents balances. In addition, conditions in the financial markets could limit our access to additional capital resources, if needed, and could increase associated costs. We believe based on our current business plan, that our existing cash and cash flows from operations will be sufficient to fund our planned store openings, relocations and remodels, other capital expenditures and operating cash requirements, and that we will be able to maintain compliance with the covenants in our Credit Agreement for at least the next 12 months. Borrowings available under our Credit Agreement were $278.7 million as of May 4, 2013.

We are exposed to market risk associated with foreign currency exchange rate fluctuations as a result of our direct sourcing programs and our operations in foreign countries. In connection with our direct sourcing programs, we may enter into merchandise purchase commitments that are denominated in a currency different from the functional currency of the operating entity. Our risk management policy is to hedge a significant portion of forecasted merchandise purchases for our direct sourcing programs that bear foreign exchange risk using foreign exchange forward contracts. As these foreign exchange forward contracts are with three financial institutions, we are exposed to credit risk in the event of nonperformance by these parties. However, due to the creditworthiness of these major financial institutions, full performance is anticipated.

Critical Accounting Policies and Estimates

The preparation of our condensed consolidated financial statements requires the appropriate application of accounting policies in accordance with generally accepted accounting principles. In many instances, this also requires management to make estimates and assumptions about future events that affect the amounts and disclosures included in our financial statements. We base our estimates on historical experience and various assumptions that we believe are reasonable under our current business model. However, because future events and conditions and their effects cannot be determined with certainty, actual results will differ from our estimates and such differences could be material to our financial statements. There have been no significant changes to our critical accounting policies and estimates as discussed in our Annual Report on Form 10-K for the fiscal year ended February 2, 2013.

ITEM 3 - QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market risks relating to our operations result primarily from changes in foreign currency exchange rates and changes in interest rates. There have been no material changes to our market risks as disclosed in our Annual Report on Form 10-K for the year ended February 2, 2013. Refer to Note 3 of Notes to Condensed Consolidated Financial Statements contained herein for disclosures regarding our Credit Agreement and Notes 10 and 11 of Notes to Condensed Consolidated Financial Statements contained herein for disclosures on our investments and derivative financial instruments.

ITEM 4 - CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

The Company's management, with the participation of the Company's principal executive officer ("CEO") and principal financial officer ("CFO"), evaluated the effectiveness of the Company's disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of the end of the period covered by this report. Based on this evaluation, the CEO and CFO have concluded that, as of the end of such period, the Company's disclosure controls and procedures were effective to ensure that information that is required to be disclosed by the Company in the reports it files or submits under the Exchange Act is (i) recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms and (ii) accumulated and communicated to the Company's management, including the CEO and CFO, as appropriate, to allow timely decisions regarding required disclosure.

Changes in Internal Controls over Financial Reporting

There were no changes in the Company's internal control over financial reporting that occurred during the fiscal quarter ended May 4, 2013 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1 — LEGAL PROCEEDINGS

We are involved in various routine legal proceedings, including ongoing litigation, incidental to the conduct of our business. Management does not believe that any of these matters will have a material adverse effect on our financial position, results of operations or cash flows.

ITEM 1A — RISK FACTORS

There have been no material changes in our risk factors from those disclosed in Item 1A contained in Part I of our Annual Report on Form 10-K for the fiscal year ended February 2, 2013.

ITEM 2 — UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

(c) The following table presents information with respect to purchases of common stock of the Company made during the quarter ended May 4, 2013 as defined by Rule 10b-18(a)(3) under the Exchange Act:

Period	(a) Total Number of Shares Purchased	(b) Average Price Paid Per Share	(c) Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	(d) Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (In thousands) (3)
February 3, 2013 through March 2, 2013	5,378 (1)	$ 30.03	—	$ 45,176
March 3, 2013 through April 6, 2013	704,237	$ 33.32	704,237	$ 176,536 (2)
April 7, 2013 through May 4, 2013	284,945	$ 32.93	284,945	$ 167,152
Total	994,560	$ 33.19	989,182	$ 167,152

(1) Represents restricted shares repurchased to satisfy tax withholding obligations arising upon the vesting of certain restricted stock.
(2) In March 2013, the Board approved a $200.0 million share repurchase program for our common stock. This approval amended and increased the Company's existing $150.0 million share repurchase program authorized by the Board in January 2011.
(3) Refer to Note 7 of Notes to Condensed Consolidated Financial Statements for information regarding our share repurchase program.

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ITEM 6 - EXHIBITS

(a) Exhibits.

Exhibit Number		Exhibit Index
*10.1	—	Fifth Amended and Restated Employment Agreement dated effective as of May 14, 2013, by and between The Men's Wearhouse, Inc. and David H. Edwab (filed herewith).
*10.2	—	Employment Agreement dated effective as of April 1, 2013, by and between The Men's Wearhouse, Inc. and Charles Bresler (filed herewith).
10.3	—	Third Amended and Restated Credit Agreement, dated as April 12, 2013, by and among The Men's Wearhouse, Inc., Moores The Suit People Inc., MWUK Holding Company Limited, the financial institutions from time to time parties thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Agent, and J.P. Morgan Europe Limited, as European Agent (incorporated by reference from Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Commission on April 16, 2013).
*10.4	—	Forms of Deferred Stock Unit Award Agreement and Restricted Stock Award Agreement (each for non-employee directors) under The Men's Wearhouse, Inc. 2004 Long-Term Incentive Plan (incorporated by reference from Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Commission on April 9, 2013).
*10.5	—	Forms of Deferred Stock Unit Award Agreement, Performance-Based Deferred Stock Unit Award Agreement, Restricted Stock Award Agreement and Nonqualified Stock Option Award Agreement (each for named executive officers) under The Men's Wearhouse, Inc. 2004 Long-Term Incentive Plan (incorporated by reference from Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the Commission on April 9, 2013).
*10.6	—	Forms of Deferred Stock Unit Award Agreement, Performance-Based Deferred Stock Unit Award Agreement, Restricted Stock Award Agreement and Nonqualified Stock Option Award Agreement (each for executive officers) under The Men's Wearhouse, Inc. 2004 Long-Term Incentive Plan (incorporated by reference from Exhibit 10.3 to the Company's Current Report on Form 8-K filed with the Commission on April 9, 2013).
31.1	—	Certification of Periodic Report Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 by the Chief Executive Officer (filed herewith).
31.2	—	Certification of Periodic Report Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 by the Chief Financial Officer (filed herewith).

32.1	—	Certification of Periodic Report Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 by the Chief Executive Officer (furnished herewith)†.
32.2	—	Certification of Periodic Report Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 by the Chief Financial Officer (furnished herewith)†.
101.1	—	The following financial information from The Men's Wearhouse, Inc.'s Quarterly Report on Form 10-Q for the quarter ended May 4, 2013, formatted in XBRL (Extensible Business Reporting Language) and furnished electronically herewith: (i) the Condensed Consolidated Balance Sheets; (ii) the Condensed Consolidated Statements of Earnings; (iii) the Condensed Consolidated Statements of Other Comprehensive Income; (iv) the Condensed Consolidated Statements of Cash Flows; and (v) the Notes to Condensed Consolidated Financial Statements.

* Management Compensation or Incentive Plan.
† This exhibit will not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section. Such exhibit shall not be deemed incorporated into any filing under the Securities Act of 1933, as amended or the Securities Exchange Act of 1934, as amended.

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant, The Men's Wearhouse, Inc., has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Dated: June 13, 2013

THE MEN'S WEARHOUSE, INC.

By /s/ JON W. KIMMINS
Jon W. Kimmins
Executive Vice President, Chief Financial Officer,
Treasurer and Principal Financial Officer

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* Management Compensation or Incentive Plan.

† This exhibit will not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section. Such exhibit shall not be deemed incorporated into any filing under the Securities Act of 1933, as amended or the Securities Exchange Act of 1934, as amended.

Exhibit 10.1

FIFTH AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS FIFTH AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this "Agreement") is entered into and made effective as of May 14, 2013, by and between THE MEN'S WEARHOUSE, INC., a Texas corporation (the "Company"), and DAVID H. EDWAB, a resident of Bonita Springs, Florida ("Employee"), amending and restating the Employment Agreement dated February 3, 2002, as amended and restated by the Amended and Restated Employment Agreement dated February 3, 2003, as amended and restated by the Second Amended and Restated Employment Agreement dated October 1, 2005, as amended and restated by the Third Amended and Restated Employment Agreement dated January 1, 2009 and as amended and restated by the Fourth Amended and Restated Employment Agreement dated October 25, 2010 (the "Fourth Amended and Restated Agreement").

WHEREAS, the Company and Employee desire to amend the Fourth Amended and Restated Agreement;

WHEREAS, the Company and Employee have entered into that certain Change in Control Agreement dated as of May 15, 2009 (the "Change in Control Agreement");

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Company and Employee hereby agree to amend and restate the Fourth Amended and Restated Agreement to read as follows:

1. *Employment and Duties*. The Company hereby agrees to continue to employ Employee as Vice Chairman of the Board, and Employee hereby agrees to continue such employment and agrees to continue to serve the Company in such capacity on the terms and subject to the conditions set forth in this Agreement. Subject to the ultimate direction and control of the Chairman of the Board and Chief Executive Officer of the Company and to the Company's Board of Directors, Employee shall assist the Chairman of the Board and Chief Executive Officer with the strategic direction of the Company and assist with the implementation of the business plan of the Company and, in connection therewith, will interact with and provide guidance to the other executive officers of the Company. During his employment hereunder, Employee shall devote more of his business time, energy, and ability to the business and interests of the Company than to any other single business or group of related businesses. During his employment hereunder, Employee may render services for compensation and engage in other business activity without the prior consent of the Company, provided rendering such services or engaging in such activity does not violate Section 10 or 11 of this Agreement and provided that Employee must continue to devote more of his working time to the Company than to any other single business or group of related businesses. In accordance with past practices under this Agreement, Employee shall determine the location from which he will generally provide his services to the Company but will from time to time travel, at the Company's expense, to the Company's offices for consultation.

2. *Compensation and Benefits of Employment*.

(a) As compensation for the services to be rendered by Employee hereunder, the Company shall pay to Employee a base annual salary ("Annual Salary") of $420,000 per

year, in equal installments in accordance with the customary payroll practices of the Company. The parties shall comply with all applicable withholding requirements in connection with all compensation payable to Employee. The Company's Board of Directors may, in its sole discretion, review and adjust upward Employee's Annual Salary from time to time, but no downward adjustment in Employee's Annual Salary may be made during the term of this Agreement.

(b) In addition to the Annual Salary, Employee shall have an opportunity to earn an annual cash bonus (the "Bonus") in respect of each fiscal year of the Company in accordance with the terms of the Company's annual cash bonus program for executive officers then existing for such fiscal year based on the achievement of performance objectives as may be established from time to time by the Board of Directors or a committee thereof; provided, however, that, except as otherwise provided herein, the Bonus for any fiscal year shall be payable to Employee only if Employee is employed by the Company on the date on which such Bonus is paid, except that if Employee remains employed by the Company through February 5, 2017 as contemplated hereunder, then Employee shall be entitled to receive any Bonus earned for the fiscal year ending January 30, 2017 notwithstanding the fact that Employee ceases to be an employee after February 5, 2017. In no event will such Bonus be paid later than the last day of the third month following the close of the Company's fiscal year to which such Bonus relates. Employee's target annual cash bonus opportunity shall be set from time to by the Board of Directors or a committee thereof, but such bonus opportunity shall not be less than 100% of Employee's Annual Salary for any given year (the "Target Bonus"). The actual Bonus payable may be greater or lesser than the Target Bonus and shall be determined consistent with the criteria set for other senior management executives at the Company by the Board of Directors or a committee thereof, based on such factors as it shall determine.

(c) Employee shall be entitled to participate in and have the benefits under the terms of all life, accident, disability and health insurance plans, pension, profit sharing, incentive compensation and savings plans and all other similar plans and benefits which the Company from time to time makes available to its senior management executives in the same manner and at least at the same participation level as other senior management executives, subject however to the provisions of this Section 2 relating to the Bonus and to equity grants.

(d) The Company shall grant to Employee on February 5, 2016, 19,360 deferred stock units (the "DSUs") under the Company's 2004 Long Term Incentive Plan, or any comparable plan replacing such 2004 Long Term Incentive Plan (the "Plan") pursuant to a DSU award agreement (the "Award Agreement"), which shall vest on February 5, 2017. Notwithstanding anything to the contrary in the Award Agreement, in the event of termination of Employee's employment, other than for "cause", as described in Section 7, or by reason of voluntary termination as described in Section 8, all such DSUs that are unvested shall immediately vest and, in the event of termination of

Employee's employment for "cause", as described in Section 7, or by reason of voluntary termination as described in Section 8, all unvested DSUs shall immediately terminate and be of no further force or effect.

(e) Employee acknowledges that on April 3, 2013, as consideration in respect of this Agreement, the Company granted to Employee under the Plan (i) 20,000 DSUs, the vesting of which is time-based and shall vest annually over a period of four years in equal, pro

rata installments and (ii) 20,000 DSUs, the vesting of which is performance-based and shall vest annually over a period of four years if the specified performance criteria are achieved. Such awards of DSUs were issued on terms substantially similar to the Company's other executive officers. If Employee remains employed by the Company through February 5, 2017 as contemplated hereunder, then notwithstanding the terms of the award agreements related to such DSU grants or the fact that Employee ceases to be an employee after February 5, 2017, such DSU awards shall vest on February 5, 2017, or in the case of the performance-based DSUs, to the extent that the requisite targets for such period have been met as contemplated by such award agreement. Employee shall not be entitled to receive any future equity awards pursuant to this Agreement other than the DSUs described in this paragraph (e) and the DSU award described in paragraph (d) above.

(f) Employee further acknowledges that, on February 5, 2011, the Company granted to Employee 96,800 shares of Restricted Stock (the "Restricted Stock") pursuant to terms of the Fourth Amended and Restated Agreement, which vest in equal numbers of 19,360 on each February 5th in 2012 through 2016. In the event of termination of Employee's employment, other than for "cause", as described in Section 7, or by reason of voluntary termination as described in Section 8, a number of unvested shares of Restricted Stock shall immediately vest equal to 19,360 times a fraction the numerator of which shall be the sum of (i) the number of days from and including the most recent February 6 to and including the Termination Date (as defined below) and (ii) the lesser of 730 or the number of days from the Termination Date to and including the second following February 5, and the denominator of which shall be 365; any other unvested shares of Restricted Stock shall immediately terminate and be of no further force or effect. In the event of termination of Employee's employment for "cause", as described in Section 7, or by reason of voluntary termination as described in Section 8, all unvested shares of Restricted Stock shall immediately terminate and be of no further force or effect.

3. *Business Expenses*. The Company shall promptly reimburse Employee for all appropriately documented, reasonable business expenses incurred by Employee in accordance with the Company's policies related thereto.

4. *Term*. Employee's employment under this Agreement shall have a continuing term until the close of business on February 5, 2017.

5. *Termination by the Company Without Cause or Termination by Employee for "Good Reason"*.

(a) The Company may, by delivering 30 days prior written notice to Employee, terminate Employee's employment at any time without cause, and Employee may, by delivering 30 days prior written notice to the Company, terminate Employee's employment at any time for "good reason", as defined in Section 5(b) below. If such termination without cause or for good reason occurs, then:

(i) The Company shall pay to Employee, at the times specified in Section 5(a)(iv) below, the following amounts:

(1) a lump sum in cash equal to (1) Employee's Annual Salary earned through the date of Employee's termination of employment (the "Termination Date") for periods through but not following his Separation From Service (as defined in Section 5(c) below) and (2) any accrued vacation pay earned by Employee, in each case, to the extent not theretofore paid (the "Accrued Obligation");

(2) a lump sum in cash equal to Employee's Annual Salary earned through the Termination Date for periods following his Separation From Service, to the extent not theretofore paid;

(3) installment payments of $10,000 a month for a five year period following the Termination Date;

(4) a lump sum in cash equal to two times Employee's Annual Salary at the rate in effect immediately prior to the Termination Date; and

(5) a lump sum in cash equal to two times Employee's full Target Bonus for the Company's fiscal year in which the Termination Date occurs.

(ii) Subject to clause (iv) of this Section 5(a), until Employee reaches age 65, the Company shall arrange to provide Employee and his dependents medical insurance benefits substantially similar to those provided to executive officers of the Company, provided Employee shall pay the Company an amount equal to the full cost of such coverage and the Company will reimburse Employee for the amount paid by Employee in excess of the amount that would be paid by an executive officer of the Company for substantially similar benefits, and any reimbursement by the Company to Employee required under this Section 5(a)(ii) shall be made on the last day of the month in which Employee pays the amount required for such coverage. If Employee is a Specified Employee (as defined in Section 5(c) below) and the benefits specified in this Section 5(a)(ii) are taxable to Employee and not otherwise exempt from Section 409A of the Code ("Section 409A"), the following provisions shall apply to the reimbursement or provision of such benefits. Any amounts to which Employee would otherwise be entitled under this Section 5(a)(ii) during the first six months following the date of Employee's Separation From Service shall be accumulated and paid to Employee on the date that is six months following the date of his Separation From Service. Except for any reimbursements under the applicable group health plan that are subject to a limitation on reimbursements during a specified period, the amount of expenses eligible for reimbursement under this Section 5(a)(ii), or in-kind benefits provided, during Employee's taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year of Employee. Any reimbursement of an expense described in this Section 5(a)(ii) shall be made on or before the last day of Employee's taxable year following Employee's taxable year in which the expense was incurred. Employee's right to reimbursement or in-kind benefits pursuant to this Section 5(a)(ii) shall not be subject to liquidation or exchange for another benefit.

(iii) Subject to Employee's group health plan coverage continuation rights under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, the benefits listed in clause (ii) of this Section 5(a) shall be reduced to the extent benefits of the same type are received by Employee from any other person during such period, and provided, further,

that Employee shall have the obligation to notify the Company that he is receiving such benefits. The Company agrees that, if Employee's employment with the Company terminates during the term of this Agreement, Employee is not required to seek other employment or to attempt in any way to reduce any amounts payable to Employee by the Company pursuant to this Section 5. Further, except with respect to the benefits provided pursuant to clause (ii) above, the amount of any payment or benefit provided for in this Agreement shall not be reduced by any compensation earned by Employee as the result of employment by another employer, by retirement benefits, or by offset against any amount claimed to be owed by Employee to the Company.

(iv) The amounts payable under Section 5(a)(i) shall be paid as follows:

(1) The Company shall pay Employee the amounts specified in Section 5(a)(i)(1) within 15 days after the Termination Date.

(2) The Company shall pay Employee the amounts specified in Sections 5(a)(i)(2), 5(a)(i)(4) and 5(a)(i)(5) on the date that is 30 days following the date of Employee's Separation From Service if he is not a Specified Employee or on the date that is six months following the date of his Separation From Service if he is a Specified Employee.

(3) The Company shall pay Employee the applicable amount specified in Section 5(a)(i)(3) on the 15th of each month, beginning with the first such date immediately following the date of Employee's Separation From Service if he is not a Specified Employee or on the date that is six months following the date of his Separation From Service if he is a Specified Employee. Such first payment shall include all amounts that would have been paid to Employee earlier under this Section 5(a)(iv)(3) had Employee not been a Specified Employee.

(4) If Employee is a Specified Employee at the time of his Separation From Service, the Company shall pay to Employee, on the date that is six months following Employee's Separation From Service, an additional interest amount equal to the amount of interest that would be earned on the amounts specified in Sections 5(a)(i)(2), 5(a)(i)(4), 5(a)(i)(5), and on the amounts specified in Section 5(a)(i)(3) to the extent such payments were delayed solely because he is a Specified Employee, for the period commencing on the date of Employee's Separation From Service until the date of payment of such amounts, calculated using an interest rate equal to the six month London Interbank Offered Rate in effect on the date of Employee's Separation From Service plus two percentage points.

(b) For purposes of this Section 5, "good reason" shall mean the occurrence of any of the following events:

(i) Removal, without the consent of Employee in writing, from the office of Vice Chairman of the Board or a material reduction in Employee's authority or responsibility, except upon a proper termination of Employee for "cause", as defined in Section 7 or as a result of voluntary termination by Employee; or

(ii) The Company otherwise commits a material breach of this Agreement.

(c) For purposes of this Agreement, the terms "Separation From Service" and "Specified Employee" shall have the meanings ascribed to such terms in Section 409A.

(d) The Company shall pay any attorney fees incurred by Employee in reasonably seeking to enforce the terms of this Section 5. Except as provided below, the Company shall pay Employee such attorney fees within ten (10) business days after the delivery of Employee's written request for the payment accompanied by such evidence of legal expenses incurred as the Company may reasonably require. Notwithstanding the preceding sentence, if Employee incurs a Separation From Service and is a Specified Employee, the Company shall not make any further payment of attorney fees to Employee under this Section 5(d) before the date that is six months following the date of his Separation From Service. Rather, on the date that is six months following the date of Employee's Separation From Service the Company shall pay to Employee all attorney fees that the Company is required to reimburse under this Section 5(d) for which a written request for payment was properly submitted by Employee during the first six months following the date of Employee's Separation From Service or which were otherwise not paid before Employee's Separation From Service. In any event the Company shall pay Employee such legal fees by the last day of Employee's taxable year following the taxable year in which Employee incurred such legal expenses. The legal expenses that are subject to reimbursement pursuant to this Section 5(d) shall not be limited as a result of when the expenses are incurred. The amounts of legal expenses that are eligible for reimbursement pursuant to this Section 5(d) during a given taxable year of Employee shall not affect the amounts of expenses eligible for reimbursement in any other taxable year of Employee. The right to reimbursement pursuant to this Section 5(d) is not subject to liquidation or exchange for another benefit.

6. *Termination Upon Death or Disability*.

(a) If Employee's employment is terminated because of death, then

(i) Within 30 days after the date of Employee's death, the Company shall pay to Employee's estate a lump sum payment in cash equal to the Accrued Obligation.

(ii) Until the date on which Employee would have reached age 65, the Company shall arrange to provide Employee's dependents medical insurance benefits substantially similar to those provided to Employee and his dependents immediately prior to the Termination Date (at no greater cost to Employee's dependents than such cost to Employee in effect immediately prior to the Termination Date, or, if greater, the cost to similarly situated active employees of the Company under the applicable group health plan of the Company), provided Employee's dependents shall pay the Company an amount equal to the full cost of such coverage and the Company will reimburse Employee's dependents for the amount paid by Employee's dependents in excess of the amount that would be paid by an executive officer of the Company for substantially similar benefits, and any reimbursement by the Company to Employee's dependents required under this Section 6(a)(ii) shall be made on the last day of the month in which Employee's dependents pays the amount required for such coverage. Except for any reimbursements under the applicable group health plan that are subject to a limitation on reimbursements during a specified period, the amount of expenses eligible for reimbursement under this Section 6(a)(ii), or in-kind benefits provided, during Employee's taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other

taxable year of Employee. Any reimbursement of an expense described in this Section 6(a)(ii) shall be made on or before the last day of Employee's taxable year following Employee's taxable year in which the expense was incurred. Employee's right to reimbursement or in-kind benefits pursuant to this Section 6(a)(ii) shall not be subject to liquidation or exchange for another benefit.

(iii) The Company shall pay Employee's estate a lump sum payment in cash equal to the number of days in the Company's fiscal year up to and including the date of Executive's death divided by the total number of days in the Company's fiscal year (for purposes of this Section 6(a)(iii), the "Pro Rata Fraction") multiplied by the Bonus Employee would have earned for the Company's fiscal year ending contemporaneously with or immediately following the date of Employee's death as reasonably determined by the Board of Directors or a committee thereof after the end of the Company's fiscal year in which such death occurs in accordance with the Board of Directors' determination policies then in effect, and such payment shall be paid on the April 15th immediately following the end of the Company's fiscal year bonus period to which such Bonus relates; and

(iv) Within 30 days after the date of Employee's death, the Company shall pay to Employee's estate a lump sum in cash equal to the employer contributions the Company would have credited to Employee's retirement accounts under The Men's Wearhouse, Inc. 401(k) Savings Plan or any similar employer contribution plans adopted by the Company in which Employee is participating had he continued to remain employed by the Company until the earlier of February 6, 2017 or the second anniversary of the Termination Date, assuming for this purpose that (1) Employee's earned compensation for a year is the amount of his annualized Annual Salary for the calendar year in which the Termination Date occurs, (2) the applicable legal limitations and the employer contribution percentages under such plans for such period are the same percentages and limitations in effect immediately prior to the Termination Date and (3) that Employee is deemed to make the maximum pre-tax elective deferral contributions permitted under section 402(g) of the Code; provided, however, that no payment shall be required with respect to either Plan if on the date of Employee's death, the Company has ceased making employer contributions with respect to such Plan or has notified its employees that it intends to cease making such contributions within six months.

(b) If Employee's employment is terminated on account of his becoming permanently disabled (as defined in Section 6(b)(iv)), then:

(i) The Company shall pay to Employee, at the times specified in Section 6(b)(iii) below, the following amounts:

(1) a lump sum in cash equal to the Accrued Obligation;

(2) a lump sum in cash equal to Employee's Annual Salary earned through the Termination Date for periods following his Separation From Service, to the extent not theretofore paid;

(3) a lump sum in cash equal to the product of (1) the monthly basic life insurance premium applicable to Employee's basic life insurance coverage provided

through the Company's life insurance plan immediately prior to the Termination Date and (2) the number of full months and fractional months (if any) remaining until the earlier of February 6, 2017 or the second anniversary of the Termination Date;

(4) cash installment payments each of which is equal to $1/52^{nd}$ of the Annual Salary, at the then current rate, that would have been paid if Employee's employment had continued and not been terminated under this Section 6(b), for each week during the period beginning on the Termination Date and ending on the earlier of February 6, 2017 or the second anniversary of the Termination Date;

(5) a lump sum payment in cash equal to the number of days in the Company's fiscal year up to and including the Termination Date divided by the total number of days in the Company's fiscal year (for purposes of this Section 6(b), the "Pro Rata Fraction") multiplied by the Bonus that Employee would have earned for the Company's fiscal year ending contemporaneously with or immediately following the Termination Date as reasonably determined by the Board of Directors or a committee thereof after the end of the Company's fiscal year in which such termination occurs in accordance with the Board of Directors' determination policies then in effect; and

(6) a lump sum in cash equal to the employer contributions the Company would have credited to Employee's retirement accounts under The Men's Wearhouse, Inc. 401(k) Savings Plan and any similar employer contribution plans adopted by the Company in which Employee is participating had he continued to remain employed by the Company until the earlier of February 6, 2017 or the second anniversary of the Termination Date, assuming for this purpose that (1) Employee's earned compensation for a year is the amount of his annualized Annual Salary for the calendar year in which the Termination Date occurs, (2) the applicable legal limitations and the employer contribution percentages under such plans for such period are the same percentages and limitations in effect immediately prior to the Termination Date and (3) that Employee is deemed to make the maximum pre-tax elective deferral contributions permitted under section 402(g) of the Code: provided, however, that no payment shall be required with respect to either Plan if on the Termination Date, the Company has ceased making employer contributions with respect to such Plan or has notified its employees that it intends to cease making such contributions within six months.

(ii) Until the date on which Employee reaches age 65, the Company shall arrange to provide Employee and his dependents medical insurance benefits substantially similar to those provided to Employee and his dependents immediately prior to the Termination Date (at no greater cost to Employee than such cost to Employee in effect immediately prior to the Termination Date, or, if greater, the cost to similarly situated active employees of the Company under the applicable group health plan of the Company), provided Employee shall pay the Company an amount equal to the full cost of such coverage and the Company will reimburse Employee for the amount paid by Employee in excess of the amount that would be paid by an executive officer of the Company for substantially similar benefits, and any reimbursement by the Company to Employee required under this Section 6(b)(ii) shall be made on the last day of the month in which Employee pays the amount required for such coverage. Except for any reimbursements under the applicable group health plan that are subject to a limitation on reimbursements during a specified period, the amount of expenses eligible for reimbursement

under this Section 6(b)(ii), or in-kind benefits provided, during Employee's taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year of Employee. Any reimbursement of an expense described in this Section 6(b)(ii) shall be made on or before the last day of Employee's taxable year following Employee's taxable year in which the expense was incurred. Employee's right to reimbursement or in-kind benefits pursuant to this Section 6(b)(ii) shall not be subject to liquidation or exchange for another benefit.

(iii) The amounts payable under Section 6(b)(i) shall be paid as follows:

(1) The Company shall pay Employee the amount specified in Section 6(b)(i)(1) within 30 days the Termination Date.

(2) Subject to Section 6(b)(iii)(5), the Company shall pay Employee the amounts specified in Sections 6(b)(i)(2), 6(b)(i)(3) and 6(b)(i)(6) 30 days following the date of Employee's Separation From Service if he is not a Specified Employee or on the date that is six months following the date of his Separation From Service if he is a Specified Employee.

(3) Subject to Section 6(b)(iii)(5), the Company shall pay Employee the amount specified in Section 6(b)(i)(4) each Friday beginning with the first Friday immediately following the date of Employee's Separation From Service if he is not a Specified Employee or on the date that is six months following the date of his Separation From Service if he is a Specified Employee (and such first payment shall include all amounts that would have been paid to Employee under this Section 6(b)(iii)(3) if Employee had not been a Specified Employee).

(4) Subject to Section 6(b)(iii)(5), the Company shall pay Employee the amount specified in Section 6(b)(iii)(5), (A) on the April 15th immediately following the end of the Company's fiscal year bonus period to which such Bonus relates if Employee is not a Specified Employee or (B) on the later of the April 15th immediately following the end of the Company's fiscal year bonus period to which such Bonus relates or the date that is six months following the date of Employee's Separation From Service if he is a Specified Employee.

(5) In the event of the termination of Employee's employment pursuant to Section 6(b) in a circumstance where Employee has incurred a Section 409A Disability, the Company shall pay or begin to pay, as applicable, Employee the amounts required to be paid pursuant to Sections 6(b)(i)(2), 6(b)(i)(3), 6(b)(i)(4) and 6(b)(i)(6) within 30 days after the date Employee incurs a Section 409A Disability. For purposes of this Agreement, "Section 409A Disability" means the inability of Employee to engage in

any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months. Employee shall also be treated as having a "Section 409A Disability" if he is, by reason of a medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income

replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Company.

(iv) For purposes of this Agreement, Employee shall be deemed to "permanently disabled" if Employee shall be considered to be permanently and totally disabled in accordance with the Company's disability plan, if any, for a period of 180 days or more. If there should be a dispute between the Company and Employee as to Employee's physical or mental disability for purposes of this Agreement, the question shall be settled by the opinion of an impartial reputable physician or psychiatrist agreed upon by the parties or their representatives, or if the parties cannot agree within ten (10) calendar days after a request for designation of such party, then a physician or psychiatrist shall be designated by the NCH Naples Hospital in Naples, Florida. The parties agree to be bound by the final decision of such physician or psychiatrist.

7. *Termination by the Company for Cause*.

(a) The Company may terminate this Agreement at any time if such termination is for "cause", as defined below, by delivering to Employee written notice describing the cause of termination 30 days before the effective date of such termination and by granting Employee 30 days to cure the cause. In the event that the employment of Employee is terminated for "cause", Employee shall be entitled only to (i) the Accrued Obligation, which amount shall be paid within 30 days after the Termination Date, and (ii) a lump sum payment in cash equal to Employee's Annual Salary through the Termination Date for periods following his Separation From Service, to the extent not theretofore paid, which amount shall be paid to Employee within 30 days following his Separation From Service if he is not a Specified Employee or on the date that is six months following his Separation From Service if he is a Specified Employee.

(b) "Cause" shall be limited to the occurrence of the following events:

(i) Conviction of or a plea of *nolo contendere* to the charge of a felony (which, through lapse of time or otherwise, is not subject to appeal);

(ii) Willful refusal without proper legal cause to perform, or gross negligence in performing, Employee's duties and responsibilities after 30 days written notice and an opportunity to cure;

(iii) Material breach of fiduciary duty to the Company through the misappropriation of Company funds or property; or

(iv) The unauthorized absence of Employee from work (other than for sick leave or personal disability) for a period of 60 working days or more during a period of 90 working days.

8. *Voluntary Termination by Employee*. Employee may terminate this Agreement at any time upon delivering 30 days written notice to the Company. In the event of such voluntary termination other than for "good reason" as defined in Section 5, Employee shall be entitled only to (a) the Accrued Obligation, which amount shall be paid within 30 days after the Termination

Date, and (b) a lump sum payment in cash equal to Employee's Annual Salary through the Termination Date for periods following his Separation From Service, to the extent not theretofore paid, which amount shall be paid to Employee within 30 days following his Separation From Service if he is not a Specified Employee, or on the date that is six months following his Separation From Service if he is a Specified Employee.

9. *Exclusivity of Termination Provisions*. Except as otherwise set forth in the Change in Control Agreement, the termination provisions of this Agreement regarding the parties' respective obligations in the event that Employee's employment is terminated are intended to be exclusive and in lieu of any other rights or remedies to which Employee or the Company may otherwise be entitled at law, in equity or otherwise. It is also agreed that, although the personnel policies and fringe benefit programs of the Company may be unilaterally modified from time to time, the termination provisions of this Agreement are not subject to modification, whether orally, impliedly or in writing, unless any such modification is mutually agreed upon and signed by the parties.

10. *Non-Competition*. Employee acknowledges that he has and, while employed, will acquire unique and valuable experience with respect to the businesses, operations, plans and strategies of the Company and its subsidiaries. Employee hereby covenants and agrees that during the term of this Agreement and for a period of one year thereafter, he will not directly or indirectly compete with the business of the Company or its subsidiaries. For purposes of this Agreement, the term "compete with the business of the Company and its subsidiaries" shall include Employee's participation in any operations whose primary business competes with any business now conducted by the Company or its subsidiaries, including the sale of menswear or shoes at retail, the sale or rental of occupational uniforms or other corporate wear merchandise or any material line of business proposed to be conducted by the Company or one or more of its subsidiaries known to Employee and with respect to which Employee devoted time as part of his employment hereunder on behalf of the Company or one or more of its subsidiaries, including but not limited to the business of dry cleaning, whether such participation is individually or as an officer,

director, joint venturer, agent or holder of an interest (except as a holder of a less than 1% interest in a publicly traded entity or mutual fund) of any individual, corporation, association, partnership, joint venture or other business entity so engaged. This non-competition covenant shall be applicable with respect to the United States and Canada and any other country in which Employee would be competing with the business of the Company or its subsidiaries as set forth in this Section 10. Notwithstanding the foregoing, the Company acknowledges and agrees that Employee's activities described in Schedule 10 hereto shall not constitute a breach of this Section 10. Employee and the Company agree that a monetary remedy for a breach of this Section 10 or of Section 11 below will be inadequate and will be impracticable and extremely difficult to prove, and further agree that such a breach would cause the Company irreparable harm, and that the Company shall be entitled to specific performance and/or temporary and permanent injunctive relief without the necessity of proving actual damages. Employee agrees that the Company shall be entitled to such specific performance and/or injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions, without the necessity of posting bond or other undertaking in connection therewith. Any such requirement of bond or undertaking is hereby waived by Employee and Employee acknowledges that in the absence of such a waiver, a bond or undertaking may be required by the court. In the event of litigation to enforce this covenant, the courts are hereby specifically authorized to

reform this covenant as and to the extent, but only to such extent, necessary in order to give full force and effect hereto to the maximum degree permitted by law. Employee also agrees that if Employee is in breach of this Section 10, the Company may cease all payments required under this Agreement.

11. *Proprietary Information*.

(a) Employee acknowledges and agrees that he has acquired, and may in the future acquire as a result of his employment with the Company or otherwise, Proprietary Information (as defined below) of the Company, which is of a confidential or trade secret nature, and all of which has a great value to the Company and is a substantial basis and foundation upon which the Company's business is predicated. Accordingly, Employee agrees to regard and preserve as confidential at all times all Proprietary Information and to refrain from publishing or disclosing any part of it to any person or entity and from using, copying or duplicating it in any way by any means whatsoever, except in the course of his employment under this Agreement and in furtherance of the business of the Company or as required by applicable law or legal process, without the prior written consent of the Company. In the event of a breach or threatened breach of this Section 11, the Company shall be entitled to the same remedies as provided in Section 10 with respect to a breach thereof.

(b) "Proprietary Information" includes all information and data in whatever form, tangible or intangible, pertaining in any manner to pricing policy, marketing programs, advertising, employee training and specific inventory purchase pricing and any written information, including customer lists, of the Company or any affiliate thereof, unless the information is or becomes publicly known through lawful means.

12. *Retirement*. If Employee's employment terminates on February 6, 2017 in accordance with the terms hereof, then (a) thereafter and until Employee reaches age 65, the Company shall arrange to provide Employee and his dependents medical insurance benefits substantially similar to those provided to executive officers of the Company, provided Employee shall pay the Company an amount equal to equal to the full cost of such coverage and the Company will reimburse Employee for the amount paid by Employee in excess of the amount that would be paid by an executive officer of the Company for substantially similar benefits, and any reimbursement by the Company to Employee required under this Section 12(a) shall be made on the last day of the month in which Employee pays the amount required for such coverage and (b) the Company shall pay to Employee installment payments of $10,000 a month for a five year period beginning on February 6, 2017, to be paid on the 15th of each month, beginning on February 15, 2017. If Employee is a Specified Employee and the benefits specified in this Section 12 are taxable to Employee and not otherwise exempt from Section 409A, the following provisions shall apply to the reimbursement or provision of such benefits. Any amounts to which Employee would otherwise be entitled under this Section 12 during the first six months following the date of Employee's Separation From Service shall be accumulated and paid to Employee on the date that is six months following the date of his Separation From Service. Except for any reimbursements under the applicable group health plan that are subject to a limitation on reimbursements during a specified period, the amount of expenses eligible for reimbursement under this Section 12, or in-kind benefits provided, during Employee's taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided,

in any other taxable year of Employee. Any reimbursement of an expense described in this Section 12 shall be made on or before the last day of Employee's taxable year following Employee's taxable year in which the expense was incurred. Employee's right to reimbursement or in-kind benefits pursuant to this Section 12 shall not be subject to liquidation or exchange for another benefit. If Employee is a Specified Employee at the time of his Separation From Service, the Company shall pay to Employee, on the date that is six months following Employee's Separation From Service, an additional interest amount equal to the amount of interest that would be earned on the amounts specified in this Section 12, to the extent such payments were delayed solely because he is a Specified Employee, for the period commencing on the date of Employee's Separation From Service until the date of payment of such amounts, calculated using an interest rate equal to the six month London Interbank Offered Rate in effect on the date of Employee's Separation From Service plus two percentage points.

13. *Assignment of Split Dollar Policies*.

(a) If Employee's employment has not terminated before February 6, 2014, the Company shall, within 30 days after February 6, 2014, assign its interest in (A) the Split Dollar Agreement dated May 25, 1995, between Employee, George Zimmer, as Trustee of the David H. Edwab 1995 Irrevocable Trust, and the Company (the "First Split Dollar Policy") and (B) the Split Dollar Agreement dated

May 25, 1995, between Employee, George Zimmer, as Trustee of the David H. Edwab 1995 Irrevocable Trust and the Company (the "Second Split Dollar Policy" and, together with the First Split Dollar Policy, the "Split Dollar Policies") to Employee, and the Company agrees to complete all documentation necessary or desirable to effect such assignment.

(b) If Employee's employment is terminated before February 6, 2014 for any reason other than for "cause" (as described in Section 7) or Employee's death, within 30 days after such Termination Date, the Company shall assign its interest in the Split Dollar Policies to Employee, and the Company agrees to complete all documentation necessary or desirable to effect such assignment.

14. *Notice*. All notices, requests, consents, directions and other instruments and communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by courier, by overnight delivery service with proof of delivery or by prepaid registered or certified first-class mail, return receipt requested, addressed to the respective party at the address set forth below, or if sent by facsimile or other similar form of communication (with receipt confirmed) to the respective party at the facsimile number set forth below:

To the Company: The Men's Wearhouse, Inc.
6100 Stevenson Blvd.
Fremont, CA 94538
Attention: Doug Ewert
Facsimile: (510) 657-0872
Confirm: (510) 723-8639

To Employee: David H. Edwab
c/o Profita and Associates
Michael Profita
106 Grand Avenue, Fourth Floor
Englewood NJ 07631
Facsimile: (201) 227-1115
Confirm: (239) 676-9515

or to such other address or facsimile number and to the attention of such other person as either party may designate by written notice. All notices and other communication shall be deemed to have been duly given when delivered personally or three days after mailing or one day after depositing such notice with an overnight courier or transmission of a facsimile or other similar form of communication.

15. *Successors and Assigns*. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns; *provided, however*, that neither the Company nor Employee may assign any duties under this Agreement without the prior written consent of the other party.

16. *Limitation*. The Agreement shall not confer any right or impose any obligation on the Company to continue the employment of Employee in any capacity, or limit the right of the Company or Employee to terminate Employee's employment.

17. *Further Assurances*. Each party hereto agrees to perform such further actions, and to execute and deliver such additional documents, as may be reasonably necessary to carry out the provisions of this Agreement.

18. *Severability*. In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability or the remaining provisions, or portions thereof, shall not be affected thereby.

19. *Arbitration*.

(a) Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination or invalidity hereof, including claims for tortious interference or other tortious or statutory claims arising before, during or after termination, providing only that such claim touches upon matters covered by this contract, shall be finally settled by arbitration administered by the American Arbitration Association ("AAA") pursuant to the Commercial Arbitration Rules as presently in force, except as modified by the specific provisions of this Agreement. The parties expressly agree that nothing in this Agreement shall prevent the parties from applying to a court that would otherwise have jurisdiction over the parties for provisional or interim measures, including injunctive relief. After the arbitration panel is empaneled, it shall have sole jurisdiction to hear such applications, except that the parties agree that any measures ordered by the arbitrators may be immediately and specifically enforced by a court otherwise having jurisdiction over the parties. The parties agree that judgment on the arbitration award may be entered by any court having jurisdiction thereof.

(b) The parties agree that the federal and state courts located in Houston, Texas shall have exclusive jurisdiction over an action brought to enforce the rights and obligations created in or arising from this Agreement to arbitrate, and each of the parties hereto irrevocably submits to the jurisdiction of said courts. Notwithstanding the above, application may be made by a party to any court of competent jurisdiction wherever situated for enforcement of any judgment and the entry of whatever orders are necessary for such enforcement. Process in any action arising out of or relating to this Agreement may be served on any party to the Agreement anywhere in the world by delivery in person against receipt or by registered or certified mail, return receipt requested.

(c) The arbitration shall be conducted before a tribunal composed of three neutral arbitrators drawn from, in the first instance, the Texas Large Complex Claims panel and then, if necessary, from the Commercial panel. Each arbitrator shall sign an oath agreeing to be bound by the Code of Ethics for Arbitrators in Commercial Disputes promulgated by the AAA for Neutral Arbitrators. It is the intent of the parties to avoid the appearance of impropriety due to bias or partiality on the part of any arbitrator. Prior to his or her formal appointment, each arbitrator shall disclose to the parties and to the other members of the tribunal, any financial, fiduciary, kinship or other relationship between that arbitrator and any party or its counsel, or between that arbitrator and any individual or entity with any financial, fiduciary, kinship or other relationship with any party. For the purposes of this Agreement, "appearance of impropriety" shall be defined as such relationship or behavior as would cause a reasonable person to believe that bias or partiality on the part of the arbitrator may exist in favor of any party. Any award or portion thereof, whether preliminary or final, shall be in a written opinion containing findings of fact and conclusions of law signed by each arbitrator. The arbitrator dissenting from an award or portion thereof shall issue a dissent from the award or portion thereof in writing, stating the reasons for his or her dissent. The arbitrators shall hear and determine any preliminary issue of law asserted by a party to be dispositive of any claim, in whole or part, in the manner of a court hearing a motion to dismiss for failure to state a claim or for summary judgment, pursuant to such terms and procedures as the arbitrators deem appropriate.

(d) It is the intent of the parties that, barring extraordinary circumstances, any arbitration hearing shall be concluded within two months of the date the statement of claim is received by the AAA. Unless the parties otherwise agree, once commenced, hearings shall be held 5 days a week, with each hearing day to begin at 9:00 A.M. and to conclude at 5:00 P.M. The parties may upon agreement extend these time limits, or the chairman of the panel may extend them if he or she determines that the interests of justice otherwise require. The arbitrators shall use their best efforts to issue the final award or awards within a period of 30 days after closure of the proceedings. Failure to do so shall not be a basis for challenging the award. The parties and arbitrators shall treat all aspects of the arbitration proceedings, including without limitation, discovery, testimony and other evidence, briefs and the award, as strictly confidential. The place of arbitration shall be Houston, Texas, U.S.A. unless otherwise agreed by the parties.

(e) The parties agree that discovery shall be limited and shall be handled expeditiously. Discovery procedures available in litigation before the courts shall not apply in an arbitration conducted pursuant to this Agreement. However, each party shall produce relevant and non-privileged documents or copies thereof requested by the other parties within the time limits set and to the extent required by order of the arbitrators. All disputes regarding discovery

shall be promptly resolved by the arbitrators. No witness or party may be required to waive any privilege recognized at law. The parties hereby waive any claim to any damages in the nature of punitive, exemplary or statutory damages in excess of compensatory damages, or any form of damages in excess of compensatory damages, and the arbitration tribunal is specially divested of any power to award any damages in the nature of punitive, exemplary or statutory damages in excess of compensatory damages, or any form of damages in excess of compensatory damages. Except as provided in Section 5(d), the party prevailing on substantially all of its claims shall be entitled to recover its costs, including attorneys' fees, for the arbitration proceedings, as well as for any ancillary proceeding, including a proceeding to compel arbitration, to request interim measures or to confirm or set aside an award.

20. *Governing Law*. This Agreement shall be governed and construed under and interpreted in accordance with the laws of the State of Texas without giving effect to the doctrine of conflict of laws.

21. *Entire Agreement; Waiver; Interpretation*. This Agreement constitutes the entire agreement of the parties, and supersedes all prior agreements, oral or written, with respect to the subject matter of this Agreement; provided, that the Change in Control Agreement and any Award Agreement shall not be superseded hereby. No change, modification or waiver of any provisions of this Agreement shall be enforceable unless contained in a writing signed by the party against whom enforcement is sought. The failure at any time to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either party thereafter to enforce each and every provision hereof in accordance with its terms. No presumption shall be construed against the party drafting this Agreement.

22. *Employee's Representation*. Employee represents and warrants that (i) he is free to enter into this Agreement and to perform each of the terms and covenants of it, (ii) he is not restricted or prohibited, contractually or otherwise, from entering into and performing this Agreement, (iii) his execution and performance of this Agreement is not a violation or breach of any other agreement between Employee and any other person or entity and (iv) he has been advised by legal counsel as to the terms and provisions hereof and the effort thereof and fully understands the consequences thereof.

23. *Company's Representation*. The Company represents and warrants that (i) it is free to enter into this Agreement and to perform each of the terms and covenants of it, (ii) it is not restricted or prohibited, contractually or otherwise, from entering into and performing this Agreement, (iii) its execution and performance of this Agreement is not a violation or breach of any other agreement between Employee and any other person or entity and (iv) this Agreement is a legal, valid and binding agreement of the Company, enforceable in accordance with its terms.

24. *Return of Company Property*. Employee acknowledges that all Proprietary Information and other property and equipment of the Company or any affiliate that Employee accumulates during his employment are the property of the Company and shall be returned to the Company immediately upon the termination of his employment.

25. *Miscellaneous*. All references to sections of any statute shall be deemed also to refer to any successor provisions to such sections. The compensation and benefits payable to Employee or his beneficiary under Section 5 of this Agreement shall be in lieu of any other severance benefits to which Employee may otherwise be entitled upon the termination of his employment under any severance plan, program, policy or arrangement of the Company other than the Change in Control Agreement, and Employee shall not be entitled to receive any benefits under Section 5 hereof if he has become eligible to receive equivalent benefits under the Change in Control Agreement but shall be entitled to receive benefits hereunder, including under Sections 5(a)(i)(3) and 5(a)(ii), to the extent they are more beneficial to Employee than those provided under the Change in Control Agreement; provided that any such additional benefits shall be subject to adjustment as provided in Section 7(e) of the Change in Control Agreement. The amount of any payment or benefit provided for in this Agreement shall not be reduced by offset against any amount claimed to be owed by Employee to the Company. Employee shall not be permitted to specify the taxable year in which a payment provided for under this Agreement shall be made to him.

26. *Compliance With Section 409A*. It is intended that this Agreement shall comply with Section 409A. The provisions of this Agreement shall be interpreted and administered in a manner that complies with Section 409A. The provisions of this Agreement dealing with Section 409A reflect the manner in which this Agreement has been operated in good faith compliance with Section 409A since January 1, 2005.

[Remainder of Page Intentionally Left Blank; Signatures on Following Page.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the date first written above.

THE MEN'S WEARHOUSE, INC.

By: /s/ D EWERT
Name: Douglas S. Ewert
Title: President and Chief Executive Officer
Date: 5-14-13

/s/ DAVID H EDWAB
DAVID H. EDWAB

Date: 5/14/13

Schedule 10
Activities Excluded from Section 10

Employee being a board member of, and a member of any committee of the board of, or holding, directly or indirectly, less than a 5% equity interest in, any of the following business entities shall not be prohibited by Section 10.

1. New York & Company
2. UIC, Inc.
3. Vitamin Shoppe, Inc.
4. PowerMap, Inc.
5. KEG Capital LLC
6. Grab LLC
7. Big Bang LLC (E&O Asian Kitchen Restaurant)
8. Koral Family Business Group LLC
9. ZFC Flag Collection
10. Investment opportunities resulting from advising Irving Place Capital Partners

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is entered into effective as of April 1, 2013, by and between THE MEN'S WEARHOUSE, INC., a Texas corporation (the "Company"), and Charles Bresler ("Executive").

WHEREAS, the Company desires to be assured that the unique and expert services of Executive will be available to the Company and its subsidiaries, and that Executive is willing and able to render such services on the terms and conditions hereinafter set forth;

WHEREAS, the Company desires to be assured that the confidential information and good will of each of the Company and its subsidiaries will be preserved for the exclusive benefit of the Company and its affiliates; and

WHEREAS, the Company and Executive have entered into that certain Change in Control Agreement dated as of May 15, 2009 (the "Change in Control Agreement").

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Company and Executive hereby agree as follows:

1. *Employment and Duties*. The Company hereby agrees to continue the employment of Executive as Executive Vice President of the Company, and Executive hereby agrees to continue such employment and agrees to serve the Company in such capacity on the terms and subject to the conditions set forth in this Agreement.

2. *Term*. Executive's employment under this Agreement shall continue, subject to earlier termination of such employment pursuant to the terms hereof, until the fifth anniversary of the effective date hereof (the "Employment Period").

3. *Duties*. During the Employment Period, Executive shall perform services in a manner consistent with Executive's position as Executive Vice President as may be assigned to him from time to time by the Company's Chief Executive Officer or its board of directors (the "Board") consistent with his position as Executive Vice President. Executive shall devote more than a majority of his business time, attention and energies to his employment with the Company; provided, however, that this Agreement shall not be interpreted as prohibiting Executive from managing his personal affairs, including personal investments and engaging in charitable or civic activities, so long as such activities do not interfere in any material respect with the performance of Executive's duties and responsibilities hereunder and provided, further, that employee will not accept employment as an employee with any other business without the approval of the Company.

4. *Compensation and Benefits of Employment*.

(a) *Salary*. As compensation for the services to be rendered by Executive hereunder, the Company shall pay to Executive a base annual salary ("Annual Salary") of $500,000 per year, in equal installments in accordance with the customary payroll practices of the Company. The parties shall comply with all applicable withholding requirements in connection with all compensation payable to Executive. The Board may, in its sole discretion,

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review and adjust upward Executive's Annual Salary from time to time, but no downward adjustment in Executive's Annual Salary may be made during the term of this Agreement.

(b) *Benefits*. Executive shall be entitled to insurance plans, pension, profit sharing, incentive compensation and savings plans and all other similar plans and benefits which the Company from time to time makes available to its senior management executives in the same manner and at least at the same participation level as other senior management executives; provided, however, that with respect to the Company's 401(k) retirement savings plan, Executive shall be eligible to participate in the Company's 401(k) retirement savings plan after ninety (90) days of employment with the Company.

(c) *Vacation*. Executive shall be entitled to 20 days of vacation per fiscal year of the Company, which shall be in accordance with the Company's vacation policy in effect from time to time for its senior management executives.

5. *Business Expenses*. The Company shall promptly reimburse Executive for all appropriately documented, reasonable business expenses incurred by Executive in accordance with the Company's policies related thereto. To the extent that a reimbursement amount is subject to section 409A ("Section 409A") of the Internal Revenue Code of 1986, as amended (the "Code"), Employer will pay Executive the reimbursement amount due, if any, in any event before the last day of Executive's taxable year following the taxable year in which the expense was incurred. Executive's rights to any reimbursements are not subject to liquidation or exchange for another benefit. The amount of expense reimbursements for which Executive is eligible during any taxable year will not affect the amount of any expense reimbursements for which Executive is eligible in any other taxable year.

6. *Termination of Employment Period*. Executive's employment hereunder may be terminated as follows:

(a) *Death*. The Employment Period shall end automatically on the date of Executive's death.

(b) *Permanent Disability*. The Company shall be entitled to terminate Executive's employment hereunder by reason of Executive becoming Permanently Disabled (defined below) by written notice to Executive or his personal representative. For purposes of this Agreement, Executive shall be deemed "Permanently Disabled" if Executive shall be considered to be permanently and totally disabled in accordance with the Company's disability plan, if any, for a period of 180 days or more. If there should be a dispute between the Company and Executive as to Executive's physical or mental disability for purposes of this Agreement, the question shall be settled by the opinion of an impartial reputable physician or psychiatrist agreed upon by the parties or their representatives, or if the parties cannot agree within ten (10) calendar days after a request for designation of such party, then a physician or psychiatrist shall be designated by the President of the Stanford University School of Medicine. The parties agree to be bound by the final decision of such physician or psychiatrist.

(c) *Termination Without Cause*. The Company may terminate Executive's employment hereunder at any time and for any reason.

(d) *Termination With Cause*. The Company may terminate this Agreement at any time if such termination is for Cause (defined below) by delivering to Executive written notice describing the cause of termination, but with respect to (d)(ii) and (iv) below, only after allowing Executive 30 days to cure the Cause. "Cause" shall be limited to the occurrence of the following events: (i) conviction of or a plea of *nolo contendere* to the charge of a felony (which, through lapse of time or otherwise, is not subject to appeal); (ii) willful refusal without proper legal cause to perform, or gross negligence in performing, Executive's duties and responsibilities; (iii) material breach of fiduciary duty to the Company through the misappropriation of Company funds or property or through fraud; (iv) material breach or default of his obligations or agreements under this Agreement or any other agreement with the Company containing restrictive covenants or willful failure to follow in any material respect the lawful directions or policies of the Board; or (v) the unauthorized absence of Executive from work (other than for sick leave or personal disability) for a period of 60 working days or more during a period of 90 working days.

(e) *Termination for Good Reason*. Executive may terminate his employment hereunder at any time for Good Reason (defined below) by giving written notice to the Company stating the basis for such termination, effective immediately upon giving such notice; provided, however, that no termination shall be for Good Reason until Executive has provided the Company with written notice of the conduct alleged to have caused Good Reason and at least thirty (30) days have elapsed after the Company's receipt of such written notice from Executive, during which the Company has failed to cure any such alleged conduct. "Good Reason" shall mean any of the following: (i) a material reduction in Executive's status, title, position or responsibilities; (ii) a reduction in Executive's Annual Salary below $500,000; (iii) any material breach by the Company of this Agreement; (iv) any purported termination of Executive's employment for Cause which does not comply with the terms of this Agreement; or (v) a mandatory relocation of Executive's employment with the Company more than twenty-five (25) miles from the office of the Company where Executive is principally employed and stationed as of the date hereof, except for travel reasonably required in the performance of Executive's duties and responsibilities.

(f) *Voluntary Termination by Executive*. Executive may at any time terminate his employment hereunder upon delivering sixty (60) days written notice to the Company.

7. Payments Upon Termination and Other Actions.

(a) *Termination Due to Executive's Death*. If Executive's employment hereunder is terminated because of death, then the Company shall pay to Executive's estate:

(i) a lump sum payment in cash equal to (A) Executive's Annual Salary earned through the date of Executive's death and (B) any accrued vacation pay earned by Executive, in each case, to the extent not theretofore paid, and such payment shall be paid within 30 days after the date of Executive's death; and

(ii) continued payment of his salary to the fifth anniversary date of the Effective Date.

(iii) Executive shall also be entitled to any other benefits which may be owing in accordance with the Company's plans and policies and such amounts shall be paid in accordance with such plans and policies.

(b) *Termination Due to Executive's Permanent Disability*. If Executive's employment hereunder is terminated because Executive becomes Permanently Disabled, then the Company shall pay to Executive:

(i) a lump sum payment in cash equal to (A) Executive's Annual Salary earned through the date of Executive's termination of employment (the "Termination Date") for periods through but not following his Separation From Service (as defined below) and (B) any accrued vacation pay earned by Executive, in each case, to the extent not theretofore paid (the "Accrued Obligation"), and such payment shall be paid within 30 days after the Termination Date;

(ii) continued payment of his salary to the fifth anniversary date of the Effective Date.

(iii) continued participation in the Company's health insurance plan at no greater cost to the Executive than that paid by a full time executive officer of the Company for comparable coverage under the Company's health insurance plan until the Executive reaches age 65.

(iv) Executive shall also be entitled to any other benefits which may be owing in accordance with the Company's plans and policies and such amounts shall be paid in accordance with such plans and policies.

(c) *Termination By Company Without Cause or by Executive For Good Reason*. If Executive's employment hereunder is terminated by the Company at any time during the Employment Period without Cause pursuant to Section 6(c) hereof, or by Executive at any time during the Employment Period for Good Reason pursuant to Section 6(e) hereof, then the Company shall pay to Executive:

(i) a lump sum payment in cash equal to the Accrued Obligation and such payment shall be paid within 30 days after the Termination Date;

(ii) his Annual Salary to the fifth anniversary date of the Effective Date.

(iii) Continued participation in the Company's health insurance plan at no greater cost to the Executive than that paid by a full time executive officer of the Company for comparable coverage under the Company's health insurance plan until the executive reaches age 65.

(iv) benefits which may be owing in accordance with the Company's plans and policies and such amounts shall be paid in accordance with such plans and policies.

(d) *Termination With Cause, or By Executive without Good Reason*. If Executive's employment hereunder is terminated by the Company with Cause pursuant to

Section 6(d) hereof or by Executive without Good Reason pursuant to Section 6(f) hereof, then except for a lump sum payment in cash equal to the Accrued Obligation, which payment shall be paid within 30 days after the Termination Date, and any other benefits which may be owing in accordance with the Company's policies or applicable law, Executive shall not be entitled to receive severance or any other compensation or benefits after the Termination Date.

(e) *Release*. As a condition to the receipt of any amounts or benefits after termination of employment for whatever reason, Executive, or his personal representative, shall be required to execute a written release agreement in a form satisfactory to the Company containing, among other things, a general release of claims against the Company and its affiliates except for rights and claims hereunder and pursuant to the terms of any Executive benefit plans, equity grants or other similar plans or agreements or pursuant to the Change-in-Control Agreement and, as an additional condition to the receipt of such amounts or benefits, Executive shall refuse to exercise any right to revoke such release agreement during any applicable rescission period. Executive, or his personal representative, shall deliver the executed release on or before the date that is 30 days after the date of Executive's Separation from Service or Executive shall forfeit all rights to the payments set forth in Section 7 (other than Section 7(a)).

(f) *Board and Office Resignations*. Upon termination of Executive's employment for any reason, Executive agrees to resign, as of the date of such termination and to the extent applicable, as an officer of the Company and its subsidiaries and as a director on each board of directors or other managing body of the Company and its subsidiaries, and from any committees thereof.

8. Exclusivity of Termination Provisions. Except as and to the extent provided in the Change-in-Control Agreement, the termination provisions of this Agreement regarding the parties' respective obligations in the event that Executive's employment is terminated are intended to be exclusive and in lieu of any other rights or remedies to which Executive or the Company may otherwise be entitled at law, in equity or otherwise.

9. Restrictive Covenants.

(a) *Non-Competition*. Executive acknowledges that he has and, while employed, will acquire unique and valuable experience with respect to the businesses, operations, plans and strategies of the Company and its subsidiaries. Executive hereby covenants and agrees that during the term of this Agreement and any period thereafter during which he is receiving payments or benefits pursuant to Subsections 7(a) through (d) hereof, he will not directly or indirectly compete with the business of the Company or its subsidiaries. For purposes of this Agreement, the term "compete with the business of the Company and its subsidiaries" shall include Executive's participation in any operations whose primary business competes with any business now conducted by the Company or its subsidiaries, including the sale of menswear or shoes at retail, the sale or rental of occupational uniforms or other corporate wear merchandise or any material line of business proposed to be conducted by the Company or one or more of its subsidiaries known to Executive and with respect to which Executive devoted time as part of his employment hereunder on behalf of the Company or one or more of its subsidiaries, including but not limited to the business of dry cleaning, whether such participation is individually or as an officer, director, joint venturer, agent or holder of an interest (except as a holder of a less than 1% interest in a publicly traded entity or mutual fund) of any individual, corporation, association, partnership, joint venture or other business entity so engaged. This

non-competition covenant shall be applicable with respect to the United States, Canada, the United Kingdom and any other country in which Executive would be competing with the business of the Company or its subsidiaries as set forth in this Section 9(a).

(b) *Non-Solicitation*. During the Employment Period and for any period during which he is receiving payments or benefits pursuant to Section 7 hereof, Executive shall not directly or indirectly cause, solicit, induce or encourage any Executives of the

Company or its subsidiaries to terminate his/her employment with the Company or such subsidiary.

(c) *Non-Disparagement.* Executive agrees not to engage at any time in any form of conduct or make any statements, or direct any other person or entity to engage in conduct or make any statements, that disparage, criticize or otherwise impair the reputation of the Company, its affiliates, and their respective past and present officers, directors, shareholders, partners, members and agents. The Company agrees not to engage at any time in any form of conduct or make any statements or direct any person or entity to engage in conduct or make any statements, that disparage, criticize or otherwise impair the reputation of the Executive. Nothing contained in this Section 9(c) shall preclude Executive or the Company from providing truthful testimony or statements pursuant to subpoena or other legal process or in response to inquiries from any government agency or entity, or from taking any action that is proper and necessary in the discharge of obligations to, or of, the Company, including the discharge by Executive of his duties and responsibilities contemplated by this Agreement, or in the discharge of requirements of law.

(d) *Proprietary Information.* Executive acknowledges and agrees that he has acquired, and may in the future acquire as a result of his employment with the Company or otherwise, Proprietary Information (as defined below) of the Company, which is of a confidential or trade secret nature, and all of which has a great value to the Company and is a substantial basis and foundation upon which the Company's business is predicated. Accordingly, Executive agrees to regard and preserve as confidential at all times all Proprietary Information and to refrain from publishing or disclosing any part of it to any person or entity and from using, copying or duplicating it in any way by any means whatsoever, except in the course of his employment under this Agreement and in furtherance of the business of the Company or as required by applicable law or legal process, without the prior written consent of the Company. "Proprietary Information" includes all information and data in whatever form, tangible or intangible, pertaining in any manner to pricing policy, marketing programs, advertising, Executive training and specific inventory purchase pricing and any written information, including customer lists, of the Company or any affiliate thereof, unless the information is or becomes publicly known through lawful means.

(e) *Remedy.* Executive and the Company agree that a monetary remedy for a breach of this Section 9 will be inadequate and will be impracticable and extremely difficult to prove, and further agree that such a breach would cause the Company irreparable harm, and that the Company shall be entitled to specific performance and/or temporary and permanent injunctive relief without the necessity of proving actual damages. Executive agrees that the Company shall be entitled to such specific performance and/or injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions, without the necessity of posting bond or other undertaking in connection therewith. Any such requirement of bond or undertaking is hereby waived by Executive and Executive acknowledges that in the absence of such a waiver, a bond or undertaking may be required by the court. In the event of

litigation to enforce any of these covenants, the courts are hereby specifically authorized to reform such covenant as and to the extent, but only to such extent, necessary in order to give full force and effect hereto to the maximum degree permitted by law. Executive also agrees that if Executive is in breach of this Section 9, the Company shall cease all payments and other benefits payable under this Agreement.

10. ***Forfeiture for Cause.***

(a) Notwithstanding any other provision of this Agreement, if a determination is made as provided in Section 10(b) (a "Forfeiture Determination") that (a) Executive, before or after the termination of Executive's employment with the Company and all affiliates, (i) committed fraud, embezzlement, theft, felony or an act of dishonesty in the course of his employment by the Company or an affiliate, (ii) knowingly caused or assisted in causing the Company or a subsidiary of the Company to engage in criminal misconduct, (iii) knew or should have known in the reasonable exercise of his duties that the Company was publicly releasing financial statements of the Company that were materially misstated and misleading, (iv) disclosed trade secrets of the Company or an affiliate or (v) violated the terms of any non-competition, non-disclosure or similar agreement with respect to the Company or any affiliate to which Executive is a party; and (b) in the case of the actions described in clause (iv) and (v), such action materially and adversely affected the Company, then at or after the time such Forfeiture Determination is made the Board, in its sole discretion, if such Forfeiture Determination is made prior to a Change in Control (as defined in the Change in Control Agreement), or, as determined by a final, non-appealable order of a court of competent jurisdiction, if such Forfeiture Determination is made after a Change in Control as a fair and equitable forfeiture to reflect the harm done to the Company and a reduction of the benefit bestowed on Executive had the facts existing at the time the benefit was bestowed that led to the Forfeiture Determination been known to the Company at the time the benefit was bestowed, may determine that some or all (x) benefits payable or to be provided, or previously paid or provided, under this Agreement to Executive, (y) cash bonuses paid on or after the effective date of this Agreement by the Company to Executive under any plan, program, policy, practice, contract or agreement of the Company or (z) equity awards granted to Executive under any plan, program, policy, practice, contract or agreement of the Company that vested on or after the effective date of this Agreement, will be forfeited to the Company on such terms as determined by the Board or the final, non-appealable order of a court of competent jurisdiction.

(b) A Forfeiture Determination for purposes of Section 10 shall be made (i) before the occurrence of a Change in Control, by a majority vote of the Board and (ii) on or after the occurrence of a Change in Control, by the final, nonappealable order of a court of competent jurisdiction. The findings and decision of the Board with respect to a Forfeiture Determination made before the occurrence of a Change in Control, including those regarding the acts of Executive and the damage done to the Company, will be final for all purposes absent a showing by clear and convincing evidence of manifest error by the Board.

11. *Notice.* All notices, requests, consents, directions and other instruments and communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by courier, by overnight delivery service with proof of delivery or by prepaid registered or certified first-class mail, return receipt requested, addressed to the respective party at the address set forth below, or if sent by facsimile

or other similar form of communication (with receipt confirmed) to the respective party at the facsimile number set forth below:

To the Company: The Men’s Wearhouse, Inc.
40650 Encyclopedia Circle
Fremont, CA 94538
Attention: Douglas E. Ewert
Facsimile: (510)
Confirm: (510)

To Executive: Charles Bresler

Facsimile:
Confirm:

or to such other address or facsimile number and to the attention of such other person as either party may designate by written notice. All notices and other communication shall be deemed to have been duly given when delivered personally or three days after mailing or one day after depositing such notice with an overnight courier or transmission of a facsimile or other similar form of communication.

12. *Successors and Assigns*. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns; *provided, however*, that neither the Company nor Executive may assign any duties under this Agreement without the prior written consent of the other party.

13. *Limitation*. The Agreement shall not confer any right or impose any obligation on the Company to continue the employment of Executive in any capacity, or limit the right of the Company or Executive to terminate Executive’s employment.

14. *Further Assurances*. Each party hereto agrees to perform such further actions, and to execute and deliver such additional documents, as may be reasonably necessary to carry out the provisions of this Agreement.

15. *Severability*. In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability or the remaining provisions, or portions thereof, shall not be affected thereby.

16. *Arbitration*.

(a) Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination or invalidity hereof, including claims for tortious interference or other tortious or statutory claims arising before, during or after termination, providing only that such claim touches upon matters covered by this Agreement, shall be finally settled by arbitration administered by the American Arbitration Association (“AAA”) pursuant to

the Commercial Arbitration Rules as presently in force, except as modified by the specific provisions of this Agreement. The parties expressly agree that nothing in this Agreement shall prevent the parties from applying to a court that would otherwise have jurisdiction over the parties for provisional or interim measures, including injunctive relief. After the arbitration panel is empaneled, it shall have sole jurisdiction to hear such applications, except that the parties agree that any measures ordered by the arbitrators may be immediately and specifically enforced by a court otherwise having jurisdiction over the parties. The parties agree that judgment on the arbitration award may be entered by any court having jurisdiction thereof.

(b) The parties agree that the federal and state courts located in Houston, Texas shall have exclusive jurisdiction over an action brought to enforce the rights and obligations created in or arising from this Agreement to arbitrate, and each of the parties hereto irrevocably submits to the jurisdiction of said courts. Notwithstanding the above, application may be made by a party to any court of competent jurisdiction wherever situated for enforcement of any judgment and the entry of whatever orders are necessary for such enforcement. Process in any action arising out of or relating to this Agreement may be served on any party to the Agreement anywhere in the world by delivery in person against receipt or by registered or certified mail, return receipt requested.

(c) The arbitration shall be conducted before a tribunal composed of three neutral arbitrators drawn from, in the first instance, the Texas Large Complex Claims panel and then, if necessary, from the Commercial panel. Each arbitrator shall sign an oath agreeing to be bound by the Code of Ethics for Arbitrators in Commercial Disputes promulgated by the AAA for Neutral Arbitrators. It is the intent of the parties to avoid the appearance of impropriety due to bias or partiality on the part of any arbitrator. Prior to his or her formal appointment, each arbitrator shall disclose to the parties and to the other members of the tribunal, any financial, fiduciary, kinship or other relationship between that arbitrator and any party or its counsel, or between that arbitrator and any individual or entity with any financial, fiduciary, kinship or other relationship with any party. For the purposes of this Agreement, “appearance of impropriety” shall be defined as such relationship or behavior as would cause a reasonable person to believe that bias or partiality on the part of the arbitrator may exist in favor of any party. Any award or portion thereof, whether preliminary or final, shall be in a written opinion containing findings of fact and conclusions of law signed by each arbitrator. The arbitrator dissenting from an award or portion thereof shall issue a dissent from the award or portion thereof in writing, stating the reasons for his or her dissent. The arbitrators shall hear and determine any preliminary issue of law asserted by a party to be dispositive of any claim, in whole or part, in the manner of a court hearing a motion to dismiss for failure to state a claim or for summary judgment, pursuant to such terms and procedures as the arbitrators deem appropriate.

(d) It is the intent of the parties that, barring extraordinary circumstances, any arbitration hearing shall be concluded within two months of the date the statement of claim is received by the AAA. Unless the parties otherwise agree, once commenced, hearings shall be held 5 days a week, with each hearing day to begin at 9:00 A.M. and to conclude at 5:00 P.M. The parties may upon agreement extend these time limits, or the chairman of the panel may extend them if he or she determines that the interests of justice otherwise require. The arbitrators shall use their best efforts to issue the final award or awards within a period of 30 days after closure of the proceedings. Failure to do so shall not be a basis for challenging the award. The parties and arbitrators shall treat all aspects of the arbitration proceedings, including without

limitation, discovery, testimony and other evidence, briefs and the award, as strictly confidential. The place of arbitration shall be Houston, Texas, U.S.A. unless otherwise agreed by the parties.

(e) The parties agree that discovery shall be limited and shall be handled expeditiously. Discovery procedures available in litigation before the courts shall not apply in an arbitration conducted pursuant to this Agreement. However, each party shall produce relevant and non-privileged documents or copies thereof requested by the other parties within the time limits set and to the extent required by order of the arbitrators. All disputes regarding discovery shall be promptly resolved by the arbitrators. No witness or party may be required to waive any privilege recognized at law. The parties hereby waive any claim to any damages in the nature of punitive, exemplary or statutory damages in excess of compensatory damages, or any form of damages in excess of compensatory damages, and the arbitration tribunal is specially divested of any power to award any damages in the nature of punitive, exemplary or statutory damages in excess of compensatory damages, or any form of damages in excess of compensatory damages. The party prevailing on substantially all of its claims shall be entitled to recover its costs, including attorneys' fees, for the arbitration proceedings, as well as for any ancillary proceeding, including a proceeding to compel arbitration, to request interim measures or to confirm or set aside an award.

17. *Governing Law*. This Agreement shall be governed and construed under and interpreted in accordance with the laws of the State of Texas without giving effect to the doctrine of conflict of laws.

18. *Entire Agreement; Waiver; Interpretation*. This Agreement constitutes the entire agreement of the parties, and supersede all prior agreements, oral or written, with respect to the subject matter of this Agreement; provided, that the Change in Control Agreement and any award agreement shall not be superseded hereby. No change, modification or waiver of any provisions of this Agreement shall be enforceable unless contained in a writing signed by the party against whom enforcement is sought. The failure at any time to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either party thereafter to enforce each and every provision hereof in accordance with its terms. No presumption shall be construed against the party drafting this Agreement.

19. *Executive's Representation*. Executive represents and warrants that (i) he is free to enter into this Agreement and to perform each of the terms and covenants of it, (ii) he is not restricted or prohibited, contractually or otherwise, from entering into and performing this Agreement, (iii) his execution and performance of this Agreement is not a violation or breach of any other agreement between Executive and any other person or entity and (iv) he has been advised by legal counsel as to the terms and provisions hereof and the effort thereof and fully understands the consequences thereof.

20. *Company's Representation*. The Company represents and warrants that (i) it is free to enter into this Agreement and to perform each of the terms and covenants of it, (ii) it is not restricted or prohibited, contractually or otherwise, from entering into and performing this Agreement, (iii) its execution and performance of this Agreement is not a violation or breach of any other agreement between Executive and any other person or entity and (iv) this Agreement is a legal, valid and binding agreement of the Company, enforceable in accordance with its terms.

21. *Return of Company Property*. Executive acknowledges that all Proprietary Information and other property and equipment of the Company or any affiliate that Executive accumulates during his employment are the property of the Company and shall be returned to the Company immediately upon the termination of his employment.

22. *Miscellaneous*. All references to sections of any statute shall be deemed also to refer to any successor provisions to such sections. The compensation and benefits payable to Executive or his beneficiary under Section 7 of this Agreement shall be in lieu of any other severance benefits to which Executive may otherwise be entitled upon the termination of his employment under any severance plan, program, policy or arrangement of the Company other than the Change in Control Agreement, and Executive shall not be entitled to receive any payments or benefits under Section 7 hereof if he has become eligible to receive substantially identical payments or benefits under the Change in Control Agreement. Executive shall not be permitted to specify the taxable year in which a payment provided for under this Agreement shall be made to him.

23. *Compliance With Section 409A*. The Company and Executive intend that any amounts or benefits payable or provided under this Agreement shall comply with Section 409A so as not to subject Executive to the payment of the tax, interest and any tax penalty

which may be imposed under Section 409A. The provisions of this Agreement shall be interpreted and administered in a manner that complies with Section 409A. In furtherance thereof, to the extent that any provision hereof would otherwise result in Executive being subject to payment of tax, interest and tax penalty under Section 409A, the Company and Executive agree to amend this Agreement in a manner that brings this Agreement into compliance with Section 409A and preserves to the maximum extent possible economic value to the relevant payment or benefit under this Agreement to Executive.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of April 1, 2013.

THE MEN'S WEARHOUSE, INC.

By: /s/ D EWERT

Name: Douglas S. Ewert

Title: President & Chief Executive Officer

Date: 4/4/13

/s/ CHARLES BRESLER
Charles Bresler

Date: 4/1/2013

Exhibit 31.1

Certifications

I, Douglas S. Ewert, certify that:

1. I have reviewed this quarterly report on Form 10-Q of The Men's Wearhouse, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15 (e) and 15d-15 (e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: June 13, 2013

By /s/ DOUGLAS S. EWERT
Douglas S. Ewert
President and Chief Executive Officer

Exhibit 31.2

Certifications

I, Jon W. Kimmins, certify that:

1. I have reviewed this quarterly report on Form 10-Q of The Men's Wearhouse, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15 (e) and 15d-15 (e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: June 13, 2013

By /s/ JON W. KIMMINS
Jon W. Kimmins
Executive Vice President, Chief Financial Officer, Treasurer and
Principal Financial Officer

Exhibit 32.1

Certification Pursuant to
18 U.S.C. Section 1350,
as Adopted Pursuant to
Section 906 of The Sarbanes-Oxley Act of 2002

Not Filed Pursuant to the Securities Exchange Act of 1934

In connection with the Quarterly Report of The Men's Wearhouse, Inc. (the "Company") on Form 10-Q for the period ending May 4, 2013, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Douglas S. Ewert, Chief Executive Officer of the Company, certify, pursuant to 18 U. S. C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirement of Section 13(a) or 15 (d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: June 13, 2013

By /s/ DOUGLAS S. EWERT
Douglas S. Ewert
President and Chief Executive Officer

Exhibit 32.2

Certification Pursuant to
18 U.S.C. Section 1350,
as Adopted Pursuant to
Section 906 of The Sarbanes-Oxley Act of 2002

Not Filed Pursuant to the Securities Exchange Act of 1934

In connection with the Quarterly Report of The Men's Wearhouse, Inc. (the "Company") on Form 10-Q for the period ending May 4, 2013, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Jon W. Kimmins, Chief Financial Officer of the Company, certify, pursuant to 18 U. S. C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirement of Section 13(a) or 15 (d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: June 13, 2013

By /s/ JON W. KIMMINS
Jon W. Kimmins
Executive Vice President, Chief Financial Officer, Treasurer and Principal Financial Officer