

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report: May 31, 2005

FEDERATED DEPARTMENT STORES, INC.

7 West Seventh Street, Cincinnati, Ohio 45202
(513) 579-7000

-and-

151 West 34th Street, New York, New York 10001
(212) 494-1602

Delaware	1-13536	13-3324058
(State of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

[] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

[] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Entry Into a Material Definitive Agreement.

Item 1.01

On May 31, 2005, Macy's Merchandising Group, LLC (the "Company"), a wholly-owned indirect subsidiary of Federated Department Stores, Inc. ("Federated"), entered into an Employment Agreement with Janet E. Grove (the "Agreement"), to be effective as of July 1, 2005.

The term of the Agreement expires on June 30, 2008, unless such term is extended by agreement of the parties. In consideration for her services during the term of the Agreement, the Company has agreed to pay Ms. Grove annual cash compensation in an amount not less than the greater of \$800,000 or her current base salary as approved by the Board of Directors of the Company or its delegate. If the Company notifies Ms. Grove that her services will no longer be required during the term (other than because of her disability), Ms. Grove will be entitled to receive her base compensation for the remainder of the term of the Agreement. Ms. Grove has also agreed to certain non-competition, confidentiality and non-solicitation covenants under the Agreement.

The description of the Agreement contained herein is qualified in its entirety by reference to the full text the Agreement, which is filed as Exhibit 10.1 to this Form 8-K and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(c) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
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10.1	Employment Agreement between the Company and Janet E. Grove, effective July 1, 2005.
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SIGNATURE

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

FEDERATED DEPARTMENT STORES, INC.

Dated: June 3, 2005

By: /s/ Dennis J. Broderick

Name: Dennis J. Broderick

Title: Senior Vice President, General Counsel and Secretary

Exhibit 10.1

EMPLOYMENT AGREEMENT

dated as of

July 1, 2005

between

MACY'S MERCHANDISING GROUP, LLC

and

JANET GROVE

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made in the City of Cincinnati and State of Ohio, as of July 1, 2005, between **MACY'S MERCHANDISING GROUP, LLC**, a Delaware corporation (hereinafter called the "Employer"), and **JANET GROVE** (hereinafter called the "Employee").

In consideration of the premises, it is agreed by and between the parties hereto as follows:

ARTICLE I

EMPLOYMENT

1.1 **Term and Duties.** The Employer shall employ the Employee, and the Employee shall serve the Employer, as an executive for the period (the "Term") beginning on the date of this Agreement and ending on the later of (a) the date set forth on Exhibit A hereto and (b) any later date to which the Term may have been extended by agreement of the parties. During the Term the Employee shall faithfully and in conformity with the directions of the Board of Directors of the Employer (the "Board") or its delegate perform the duties of his employment and shall devote to the performance of such duties his full time and attention. During the Term the Employee shall serve in the office or offices of the Employer to which the Board may from time to time elect or appoint him. The Employee shall be excused from performing any services hereunder during periods of temporary incapacity and during vacations in accordance with the Employer's disability and vacation policies.

1.2 **Compensation.** In consideration of his services during the Term, the Employer shall pay the Employee cash compensation at an annual rate not less than the greater of his current base salary as set forth on Exhibit A hereto or the base salary of the Employee most recently approved by the Board or its delegate ("Base Compensation"). Employee's Base Compensation shall be subject to such increases as may be approved by the Board or its delegate.

1.3 **Payment Schedule.** The Base Compensation specified in Section 1.2(a) hereof shall be payable as current salary, in installments not less frequently than monthly, and at the same rate for any fraction of a month unexpired at the end of the Term.

1.4 **Expenses.** During the Term the Employee shall be allowed reasonable traveling expenses and shall be furnished office space, assistance and accommodations suitable to the character of his position with the Employer and adequate for the performance of his duties hereunder.

1.5 **Termination in Case of Disability.** The Employee shall not be in breach of this Agreement if he shall fail to perform his duties hereunder because of physical or mental disability. If for a continuous period of 12 months during the Term the Employee fails to render services to the Employer because of the Employee's physical or mental disability, the Board or its delegate may end the Term prior to its stated termination date. If there should be any dispute between the parties as to the Employee's physical or mental disability at any time, such question shall be settled by the opinion of an impartial reputable physician agreed upon for the purpose by the parties or their representatives, or failing agreement within 10 days of a written request therefor by either party to the other, then one designated by the then president of the local Academy of Medicine. The written opinion of such physician as to the matter in dispute shall be final and binding on the parties.

1.6 **Termination of Services.** If the Employer notifies the Employee that his services will no longer be required during the Term, the Employee shall be entitled (except as otherwise provided in Section 1.5 or Section 1.7 hereof) to continue to receive his Base Compensation for the remainder of the Term.

1.7 **Mitigation.** If the Employee receives notice from the Employer pursuant to Section 1.6 hereof, the Employee (subject to Section 2.4 hereof) shall be free to become actively engaged with another business and shall use his best efforts to find other comparable employment. Upon the payment to the Employee of compensation for employment or other services by any unaffiliated third party, the Employee shall automatically cease to be an employee of the Employer. The Employee shall promptly notify the Employer of any such employment or other services and of the compensation received, to be received or receivable from his subsequent employer or such other party attributable to the Term. All Base Compensation otherwise payable to the Employee by the Employer under this Agreement during the remainder of the Term shall be reduced to the extent of his similar compensation received, to be received or receivable from such other employment or other services.

1.8 **Termination for Cause.** The Employer may terminate the employment of the Employee and this Agreement and all of its obligations hereunder, except for obligations accrued but unpaid to the effective date of termination, for Cause upon notice given pursuant to this Section. As used in this Agreement, the term "Cause" shall mean:

(a) an intentional act of fraud, embezzlement, theft or any other material violation of law in connection with the Employee's duties or in the course of his employment with the Employer;

(b) intentional wrongful damage to material assets of the Employer;

(c) intentional wrongful disclosure of material confidential information of the Employer;

(d) intentional wrongful engagement in any competitive activity which would constitute a material breach of the duty of loyalty; or

(e) intentional breach of any stated material employment policy of the Employer.

No act, or failure to act, on the part of an Employee shall be deemed "intentional" if it was due primarily to an error in judgment or negligence, but shall be deemed "intentional" only if done, or omitted to be done, by the Employee not in good faith and without reasonable belief that his action or omission was in or not opposed to the best interest of the Employer. Failure to meet performance standards or objectives of the Employer shall not constitute Cause for purposes hereof.

1.9 Election of Benefits. If the Employee receives notice from the Employer pursuant to Section 1.6 hereof, the Employee shall have the right to elect to receive (in lieu of the payments hereunder specified in such Section 1.6) any benefits that may be payable to him pursuant to any severance plan of the Employer applicable to him. If no such election is made, the amounts specified in such Section 1.6 shall be payable as specified therein, no benefit shall be payable to the Employee under such severance plan, and the Employee hereby expressly waives any benefits that might otherwise be due him under such severance plan.

This Agreement has no impact upon any election made by the Employee to participate in or decline participation in any other benefit plans or programs made available by the Employer, including but not limited to the Employer's early dispute resolution program, Solutions InSTORE. The Employee and Employer's rights and obligations for the purposes of such other benefit plans or programs shall be governed by the terms and conditions of said benefit plans and programs.

ARTICLE II

CERTAIN OBLIGATIONS OF THE EMPLOYEE

2.1 No Participation in Other Businesses. During the Term (except as otherwise expressly provided in Section 1.7 hereof) the Employee shall not, without the consent of the Board or its delegate, become actively associated with or engaged in any business other than that of the Employer or a division or affiliate of the Employer, and he shall do nothing inconsistent with his duties to the Employer. If the Employee shall breach his obligations under this Section, he shall promptly reimburse the Employer for any monies paid by the Employer in connection with his relocation during the Term or in contemplation of the signing of this Agreement, including, without limitation, any bonus or relocation expenses paid for or incurred by the Employer, including, without limitation, carrying costs for property purchased from or on behalf of the Employee. Any such reimbursement shall be in addition to any other remedy for breach of this Agreement that the Employer may be entitled to at law or in equity.

2.2 Trade Secrets and Confidential Information. Employee shall not (either during the Term or thereafter) without the consent of the Employer disclose to anyone outside of the Employer, or use in other than the Employer's business, trade secrets or confidential information relating to the Employer's business in any way obtained by him while employed by the Employer.

2.3 Noncompetition. It is recognized by the Employee and the Employer that Employee's duties hereunder will entail the receipt of trade secrets and confidential information, which include not only information concerning the Employer's current operations, procedures, suppliers and other contacts, but also its short-range and long-range plans, and that such trade secrets and confidential information have been developed by the Employer and its affiliates at substantial cost and constitute valuable and unique property of the Employer. Accordingly, the Employee acknowledges that the foregoing makes it reasonably necessary for the protection of the Employer's business interests that the Employee not compete with the Employer or any of its affiliates during the Term and for a reasonable and limited period thereafter. Therefore, during the Term and for a period of one year thereafter, the Employee shall not have an investment of \$100,000 or more in a Competing Business (as hereinafter defined) and shall not render personal services to any such Competing Business in any manner, including, without limitation, as owner, partner, director, trustee, officer, employee, consultant or advisor thereof. The noncompete provisions of this section shall not be applicable to Employee if he has been notified pursuant to Section 1.6 hereof that his services will no longer be required during the Term or if Employee has been advised that his services will no longer be required after the expiration of the Term.

If the Employee shall breach the covenants contained in this Section 2.3 or in Section 2.2 hereof, the Employer shall have no further obligation to make any payment to the Employee pursuant to this Agreement and may recover from the

Employee all such damages as it may be entitled to at law or in equity. In addition, the Employee acknowledges that any such breach is likely to result in immediate and irreparable harm to the Employer for which money damages are likely to be inadequate. Accordingly, the Employee consents to injunctive and other appropriate equitable relief upon the institution of proceedings therefor by the Employer in order to protect the Employer's rights hereunder. Such relief may include, without limitation, an injunction to prevent the Employee from disclosing any trade secrets or confidential information concerning the Employer to any Competing Business, to prevent any Competing Business from receiving from the Employee or using any such trade secrets or confidential information and/or to prevent any such Competing Business from retaining or seeking to retain any other employees of the Employer. Employer agrees, however, that it will not seek injunctive relief for the purposes of preventing Employee from competing with Employer after the expiration of the Term. The provisions of the foregoing sentence shall not apply, however, to injunctions of the type described in the preceding sentence.

(a) As used in this Agreement, the term "affiliate" shall mean, with respect to a particular person, a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such person.

(b) As used in this Agreement, the term "Competing Business" shall mean any business which:

(i) at the time of determination, is substantially similar to the whole or a substantial part of the business conducted by the Employer or any of its divisions or affiliates;

(ii) at the time of determination, is operating a store or stores which, during its or their fiscal year preceding the determination, had aggregate net sales, including sales in leased and licensed departments, in excess of \$10,000,000, if such store or any of such stores is or are located in a city or within a radius of 25 miles from the outer limits of a city where the Employer, or any of its division's or affiliates, is operating a store or stores which, during its or their fiscal year preceding the determination, had aggregate net sales, including sales in leased and licensed departments, in excess of \$10,000,000; and

(iii) had aggregate net sales at all its locations, including sales in leased and licensed departments and sales by its divisions and affiliates, during its fiscal year preceding that in which the Employee made such an investment therein, or first rendered personal services thereto, in excess of \$25,000,000.

2.4 **Conflicts of Interest.** The Employee shall not engage in any activity that would violate the Conflict of Interest or Business Ethics Statement signed from time to time by the Employee.

2.5 **Non-Solicitation.** During the term and for a period of one year thereafter (such period is referred to as the "No Recruit Period") the employee will not solicit, either directly or indirectly, any person that he or she knows or should reasonably know to be an employee of Federated Department Stores, Inc. or any of its subsidiaries, divisions or affiliates (collectively referred to in this Agreement as the "Federated Affiliates") (whether any such employees are now or hereafter through the No Recruit Period so employed or engaged) to terminate their employment with any of the Federated Affiliates. The foregoing undertaking is not intended to limit any legal rights or remedies that any of the Federated Affiliates may have under common law with regard to any interference by Employee at any time with the contractual relationship the Federated Affiliates may have with any of their employees.

ARTICLE III

MISCELLANEOUS

3.1 **Assignment.** This Agreement may be assigned by the Employer to any of its affiliates. This Agreement shall not otherwise be assignable by the Employer without the consent of the Employee, except that, if the Employer shall merge or consolidate with, or transfer all or any substantial portion of its assets, including goodwill, to another corporation or other form of business organization, this Agreement shall (or, in the case of any such transfer, may) be assigned to and shall bind and run to the benefit of the successor of the Employer resulting from such merger, consolidation or transfer. The Employee may not assign, pledge or encumber his interest in this Agreement or any part hereof.

3.2 **Governing Law.** This Agreement has been executed on behalf of the Employer by an officer of the Employer located in the City of Cincinnati, Ohio. This Agreement and all questions arising in connection herewith shall be governed by the internal substantive laws of the State of Ohio. The Employer and the Employee each consent to the jurisdiction of, and agree that any controversy between them arising out of this Agreement shall be brought in, the United States District Court for the Southern District of Ohio, Western Division; the Court of Common Pleas for Hamilton County, Ohio; or such other court venued within Hamilton County, Ohio as may have subject matter jurisdiction over the controversy.

3.3 **Severability.** If any portion of this Agreement is held to be invalid or unenforceable, such holding shall not affect any other portion of this Agreement.

3.4 **Entire Agreement.** This Agreement comprises the entire agreement between the parties hereto and as of the date hereof, supersedes, cancels and annuls any and all prior agreements between the parties hereto. This Agreement may not be modified, renewed or extended orally, but only by a written instrument referring to this Agreement and executed by the parties hereto.

3.5 **Gender and Number.** Words in the masculine herein may be interpreted as feminine or neuter, and words in the singular as plural, and vice versa, where the sense requires.

3.6 **Notices.** Any notice or consent required or permitted to be given under this Agreement shall be in writing and shall be effective when given by personal delivery or five business days after being sent by certified U.S. mail, return receipt requested, to the Secretary of Federated Department Stores, Inc. at its principal place of business in the City of Cincinnati or to the Employee at his last known address as shown on the records of the Employer.

3.7 **Withholding Taxes.** The Employer may withhold from any amounts payable under this Agreement all federal, state, city or other taxes as shall be required pursuant to any law or governmental regulation or ruling.

3.8 **Waiver and Release.** In consideration of the Employer's entering into this Agreement, and the receipt of other good and valuable consideration, the sufficiency of which is expressly acknowledged, the Employee, for himself and his successors, assigns, heirs, executors and administrators, hereby waives and releases and forever discharges the Employer and its affiliates and their officers, directors, agents, employees, shareholders, successors and assigns from all claims, demands, damages, actions and causes of action whatsoever which he now has on account of any matter, whether known or unknown to him and whether or not previously disclosed to the Employee or the Employer, that relates to or arises out of (a) any existing or former employment agreement (written or oral) entered into between the Employee and the Employer or any of its affiliates (or any amendment or supplement to any such agreement), (b) any agreement providing for a payment or payments or extension of the employment relationship triggered by a merger or sale or other disposition of the stock or assets or restructuring of the Employer or any affiliate of the Employer, or (c) any applicable severance plan.

IN WITNESS WHEREOF, the parties hereto have hereunto and to a duplicate hereof set their signatures as of the day and year first above written.

MACY'S MERCHANDISING GROUP, LLC

By: /s/ Dennis J. Broderick

Dennis J. Broderick

Title: Vice President

JANET GROVE

/s/ Janet Grove

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EXHIBIT A

to

EMPLOYMENT AGREEMENT

Dated as of July 1, 2005

Name: Janet Grove

End of Term: June 30, 2008

Base Compensation: \$800,000

Date: July 1, 2005