
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 8-K

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

Date of report (Date of earliest event reported): May 29, 2015

Burlington Stores, Inc.
(Exact Name of Registrant As Specified In Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-36107
(Commission
File Number)

80-0895227
(IRS Employer
Identification No.)

2006 Route 130 North
Burlington, New Jersey 08016
(Address of Principal Executive Offices, including Zip Code)

(609) 387-7800
(Registrant's telephone number, including area code)

Not applicable
(Former Name or Former Address, if Changed Since Last Report)

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

- 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))
-
-

Item 1.01 **Entry into a Material Definitive Agreement.**

The description of the Amendment (as defined below) included in Item 5.02 of this Current Report on Form 8-K is incorporated by reference into this Item 1.01.

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

On May 29, 2015, Burlington Stores, Inc. (the “Company”) and its indirect wholly-owned subsidiaries, Burlington Coat Factory Holdings, LLC (“BCFH”) and Burlington Coat Factory Warehouse Corporation (“BCFWC”), entered into an amendment (the “Amendment”) to that certain Employment Agreement, dated as of December 2, 2008, as amended, by and among BCFH (formerly Burlington Coat Factory Holdings, Inc.), BCFWC and Thomas Kingsbury, the Company’s President, Chief Executive Officer and Chairman (the “Employment Agreement”).

Pursuant to the terms of an amendment to the Employment Agreement on December 8, 2014, Mr. Kingsbury became eligible to receive a cash award of \$225,000 on December 15 of each year (beginning in 2014) in which he remained employed by us on such date. Pursuant to the Amendment, these annual cash awards have been removed prospectively and Mr. Kingsbury’s annual incentive target under our annual incentive plan has been increased from 125% to 150% of Mr. Kingsbury’s base salary.

The foregoing summary of the Amendment is qualified by reference to the full text of the Amendment, which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

Item 9.01 **Financial Statements and Exhibits.**

(d) Exhibits

Exhibit No.	Description
10.1	Amendment No. 4 to Employment Agreement, dated as of May 29, 2015, by and among Burlington Coat Factory Warehouse Corporation, Burlington Coat Factory Holdings, LLC, Burlington Stores, Inc. and Thomas Kingsbury.

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.

BURLINGTON STORES, INC.

/s/ Robert L. LaPenta, Jr.

Robert L. LaPenta, Jr.
Vice President and Treasurer

Date: June 1, 2015

EXHIBIT INDEX

**Exhibit
No.**

Description

10.1 Amendment No. 4 to Employment Agreement, dated as of May 29, 2015, by and among Burlington Coat Factory Warehouse Corporation, Burlington Coat Factory Holdings, LLC, Burlington Stores, Inc. and Thomas Kingsbury.

AMENDMENT NO. 4
TO
EMPLOYMENT AGREEMENT

This AMENDMENT NO. 4 TO EMPLOYMENT AGREEMENT (this "Amendment") is made as of May 29, 2015 by Burlington Coat Factory Warehouse Corporation, a Delaware corporation (the "Company"), Burlington Coat Factory Holdings, LLC, a Delaware limited liability company ("Parent"), Burlington Stores, Inc., a Delaware corporation, and Thomas A. Kingsbury ("Executive").

WITNESSETH.

WHEREAS, the Company, Parent (f/k/a Burlington Coat Factory Holdings, Inc., a Delaware corporation) and Executive entered into that certain Employment Agreement, dated as of December 2, 2008, and amended on October 23, 2012 and December 8, 2014 (the "Employment Agreement") (capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Employment Agreement); and

WHEREAS, on May 18, 2015, the parties entered into Amendment No. 3 to the Employment Agreement to clarify that the change in control vesting conditions applicable to Executive's LTIP Awards shall be consistent with the Company's standard awards for senior executives by deleting clause (x)(III) of Section 3(g) of the Employment Agreement; and

WHEREAS, the parties hereto desire to amend the Employment Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 3(b) of the Employment Agreement is hereby amended and restated in its entirety as follows: "Executive shall be entitled to participate in the Company's Senior Management Bonus Plan approved by the Board or a committee thereof, as in effect from time to time, with a target annual bonus of one hundred fifty percent (150%) of Executive's Base Salary ("Target Bonus") or such greater amount as the Board in its sole discretion may from time to time determine."
2. Section 3(m) of the Employment Agreement is hereby deleted in its entirety.
3. Except as specifically set forth herein, the Employment Agreement and all of its terms and conditions remain in full force and effect, and the Employment Agreement is hereby ratified and confirmed in all respects, except that on or after the date of this Amendment all references in the Employment Agreement to "this Agreement," "hereto," "hereof," "hereunder," or words of like import shall mean the Employment Agreement as amended by this Amendment.

4. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and such counterpart together shall constitute one and the same instrument.
5. This Amendment, including the validity, interpretation, construction and performance of this Amendment, shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed in such State, without regard to such State's conflicts of law principles.
6. This Amendment shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto. The Employment Agreement, as amended by this Amendment, embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.

[remainder of page intentionally left blank; signature page follows]

SIGNATURE PAGE TO AMENDMENT NO. 4 TO EMPLOYMENT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

BURLINGTON COAT FACTORY WAREHOUSE CORPORATION

By: /s/ Joyce Manning Magrini
Name: Joyce Manning Magrini
Title: Executive Vice President – Human Resources

BURLINGTON COAT FACTORY HOLDINGS, LLC

By: Burlington Holdings, LLC, its Managing Member

By: /s/ Joyce Manning Magrini
Name: Joyce Manning Magrini
Title: Executive Vice President – Human Resources

BURLINGTON STORES, INC.

By: /s/ Joyce Manning Magrini
Name: Joyce Manning Magrini
Title: Executive Vice President – Human Resources

EXECUTIVE

/s/ Thomas A. Kingsbury
Thomas A. Kingsbury