

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K
CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): June 15, 2005

0-15898
(Commission File Number)

CASUAL MALE RETAIL GROUP, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State of Incorporation)

04-2623104
(IRS Employer
Identification Number)

555 Turnpike Street, Canton, Massachusetts 02021
(Address of registrant's principal executive office)

(781) 828-9300
(Registrant's telephone number)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

ITEM 1.01 Entry Into a Definitive Material Contract

Casual Male Retail Group, Inc. (the "Company") and Jewelcor Management, Inc. ("JMI") entered into an Amendment to Consulting Agreement dated as of June 15, 2005, to increase JMI's annual compensation, effective May 9, 2005, to \$412,000 from \$392,000. The Amendment to Consulting Agreement also permits JMI's participation in the Company's Executive Incentive Plan for the year ending January 28, 2006.

A copy of the Amendment to Consulting Agreement dated June 15, 2005 is attached hereto as Exhibit 10.1.

Item 9.01 Financial Statements and Exhibits

(c) Exhibits

Exhibit No.	Description
10.1	Amendment to Consulting Agreement, effective May 9, 2005, between the Company and Jewelcor Management, Inc.

SIGNATURES

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, thereunto duly authorized.

CASUAL MALE RETAIL GROUP, INC.

By: /s/ Dennis R. Hernreich

Name: Dennis R. Hernreich
Title: Executive Vice President
and Chief Financial Officer

Date: June 20, 2005

AMENDMENT TO CONSULTING AGREEMENT

June 15, 2005

WHEREAS, Casual Male Retail Group, Inc., (formerly Designs, Inc., the "Corporation") and Jewelcor Management, Inc. (the "Independent Contractor") entered into a certain Consulting Agreement dated as of April 29, 2000, as amended by Letter Agreement dated April 28, 2001, by Letter Agreement dated as of April 28, 2002, by Amendment to Consulting Agreement dated as of April 29, 2003, by Amendment to Consulting Agreement dated as of April 26, 2004, and by Amendment to Consulting Agreement dated as of August 26, 2004 (hereinafter referred to as the "Agreement"), and

WHEREAS, Corporation and Independent Contractor wish to amend, modify and/or restate certain terms, provisions, conditions and covenants of the Agreement.

NOW THEREFORE, in consideration of the foregoing, and for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Corporation and the Independent Contractor hereby agree to amend the Agreement as follows:

1. Effective May 9, 2005, subject to the provisions of Section 4 of the Agreement, the consideration to be furnished to the Independent Contractor by the Corporation for the Services rendered by the Independent Contractor under the Agreement shall consist of (a) annual compensation of \$412,000 payable, at the election of the Independent Contractor, either in cash or in non-forfeitable, fully paid and non-assessable shares of Common Stock of the Corporation, the number of which shares of Common Stock shall be valued as of, and determined by, the last closing price on May 9, 2005, and (b) an annual amount of \$24,000 payable in monthly installments of \$2,000 per month for the reimbursement of expenses incurred by the Independent Contractor in the rendering of Services under the Agreement.

Section 4 of the Agreement is further amended as follows:

4.5 Bonus

The Independent Contractor is eligible to participate in the Company's 2005 Executive Incentive Program, pursuant to which the Independent Contractor may receive a Bonus Award Payout up to \$460,000, if the Company achieves certain specific sales and EBITDA thresholds as described in the 2005 Executive Incentive Program. A copy of the 2005 Executive Incentive Program is attached hereto. This Agreement must be in force at the end of the respective fiscal year and at the time the bonus is distributed to be eligible to receive such payout.

The remaining terms of the Agreement shall remain in full force and effect without change. For the avoidance of doubt, the parties hereby agree and acknowledge that the foregoing extension does not change the compensation or other rights or obligations of the parties originally provided in the Agreement with respect to any prior period.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Consulting Agreement as a sealed instrument, in any number of counterpart copies, each of which shall be deemed an original for all purposes, as of the day and year first written above.

THE CORPORATION:
CASUAL MALE RETAIL GROUP, INC.

By: /s/ DAVID LEVIN
Name: David Levin
Title: President and Chief
Executive Officer

By: /s/ DENNIS R. HERNREICH

Name: Dennis R. Hernreich
Title: Executive Vice President,
Chief Operating Officer, Chief
Financial Officer, Treasurer and
Secretary

INDEPENDENT CONTRACTOR:
JEWELCOR MANAGEMENT, INC.

By: /s/ SEYMOUR HOLTZMAN
Name: Seymour Holtzman
Title: Chief Executive Officer