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FORM 10-Q

WILLIAMS SONOMA INC - WSM

Filed: June 12, 2014 (period: May 04, 2014)

Quarterly report with a continuing view of a company's financial position

**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, 2014.

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: 001-14077

WILLIAMS-SONOMA, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

94-2203880
(I.R.S. Employer
Identification No.)

3250 Van Ness Avenue, San Francisco, CA
(Address of principal executive offices)

94109
(Zip Code)

Registrant's telephone number, including area code: (415) 421-7900

(Former name, former address and former fiscal year, if changed since last report)

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 (§232.405 of this chapter) 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 the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

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

As of June 1, 2014, 94,115,304 shares of the registrant's Common Stock were outstanding.

[Table of Contents](#)

WILLIAMS-SONOMA, INC.
REPORT ON FORM 10-Q
FOR THE QUARTER ENDED MAY 4, 2014

TABLE OF CONTENTS

PART I. FINANCIAL INFORMATION

	<u>PAGE</u>
Item 1. Financial Statements	2
Condensed Consolidated Statements of Earnings for the Thirteen Weeks Ended May 4, 2014 and May 5, 2013	2
Condensed Consolidated Statements of Comprehensive Income for the Thirteen Weeks Ended May 4, 2014 and May 5, 2013	2
Condensed Consolidated Balance Sheets as of May 4, 2014, February 2, 2014 and May 5, 2013	3
Condensed Consolidated Statements of Cash Flows for the Thirteen Weeks Ended May 4, 2014 and May 5, 2013	4
Notes to Condensed Consolidated Financial Statements	5
Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations	11
Item 3. Quantitative and Qualitative Disclosures About Market Risk	17
Item 4. Controls and Procedures	18
PART II. OTHER INFORMATION	
Item 1. Legal Proceedings	19
Item 1A. Risk Factors	19
Item 2. Unregistered Sales of Equity Securities And Use of Proceeds	19
Item 3. Defaults Upon Senior Securities	19
Item 4. Mine Safety Disclosures	19
Item 5. Other Information	19
Item 6. Exhibits	20

[Table of Contents](#)

ITEM 1. FINANCIAL STATEMENTS

WILLIAMS-SONOMA, INC.
CONDENSED CONSOLIDATED STATEMENTS OF EARNINGS
(Unaudited)

	Thirteen Weeks Ended	
	May 4, 2014	May 5, 2013
<i>Dollars and shares in thousands, except per share amounts</i>		
Net revenues	\$ 974,330	\$ 887,808
Cost of goods sold	605,922	553,623
Gross profit	368,408	334,185
Selling, general and administrative expenses	294,082	270,402
Operating income	74,326	63,783
Interest (income) expense, net	(69)	(189)
Earnings before income taxes	74,395	63,972
Income taxes	28,233	24,506
Net earnings	\$ 46,162	\$ 39,466
Basic earnings per share	\$ 0.49	\$ 0.40
Diluted earnings per share	\$ 0.48	\$ 0.40
Shares used in calculation of earnings per share:		
Basic	93,993	97,704
Diluted	95,618	99,515

See Notes to Condensed Consolidated Financial Statements.

WILLIAMS-SONOMA, INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(Unaudited)

	Thirteen Weeks Ended	
	May 4, 2014	May 5, 2013
<i>Dollars in thousands</i>		
Net earnings	\$ 46,162	\$ 39,466
Other comprehensive income (loss):		
Foreign currency translation adjustment	1,398	(1,348)
Change in fair value of derivative financial instruments, net of tax	(298)	(169)
Reclassification adjustment for realized gains on derivative financial instruments	(233)	0
Comprehensive income	\$ 47,029	\$ 37,949

See Notes to Condensed Consolidated Financial Statements.

[Table of Contents](#)

WILLIAMS-SONOMA, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)

<i>Dollars and shares in thousands, except per share amounts</i>	May 4, 2014	February 2, 2014	May 5, 2013
ASSETS			
Current assets			
Cash and cash equivalents	\$ 112,870	\$ 330,121	\$ 252,536
Restricted cash	14,295	14,289	16,061
Accounts receivable, net	54,725	60,330	60,667
Merchandise inventories, net	850,416	813,160	661,541
Prepaid catalog expenses	34,986	33,556	36,407
Prepaid expenses	79,491	35,309	52,695
Deferred income taxes, net	121,443	121,486	99,739
Other assets	9,261	10,852	9,434
Total current assets	1,277,487	1,419,103	1,189,080
Property and equipment, net	837,012	849,293	817,249
Non-current deferred income taxes, net	0	13,824	10,738
Other assets, net	53,601	54,514	46,152
Total assets	\$ 2,168,100	\$ 2,336,734	\$ 2,063,219
LIABILITIES AND STOCKHOLDERS' EQUITY			
Current liabilities			
Accounts payable	\$ 369,279	\$ 404,791	\$ 211,086
Accrued salaries, benefits and other	88,796	138,181	84,886
Customer deposits	233,563	228,193	222,018
Income taxes payable	2,571	49,365	13,377
Current portion of long-term debt	1,785	1,785	1,696
Other liabilities	40,232	38,781	27,207
Total current liabilities	736,226	861,096	560,270
Deferred rent and lease incentives	158,339	157,856	172,312
Long-term debt	1,968	1,968	3,753
Non-current deferred income taxes, net	2,850	0	0
Other long-term obligations	60,425	59,812	44,666
Total liabilities	959,808	1,080,732	781,001
Commitments and contingencies			
Stockholders' equity			
Preferred stock: \$.01 par value; 7,500 shares authorized; none issued	0	0	0
Common stock: \$.01 par value; 253,125 shares authorized; 94,184, 94,049 and 97,309 shares issued and outstanding at May 4, 2014, February 2, 2014 and May 5, 2013, respectively	942	941	973
Additional paid-in capital	509,178	522,595	507,793
Retained earnings	693,670	729,043	761,336
Accumulated other comprehensive income	7,391	6,524	12,116
Treasury stock, at cost	(2,889)	(3,101)	0
Total stockholders' equity	1,208,292	1,256,002	1,282,218
Total liabilities and stockholders' equity	\$ 2,168,100	\$ 2,336,734	\$ 2,063,219

See Notes to Condensed Consolidated Financial Statements.

[Table of Contents](#)

WILLIAMS-SONOMA, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

	Thirteen Weeks Ended	
	May 4, 2014	May 5, 2013
<i>Dollars in thousands</i>		
Cash flows from operating activities:		
Net earnings	\$ 46,162	\$ 39,466
Adjustments to reconcile net earnings to net cash provided by (used in) operating activities:		
Depreciation and amortization	38,630	36,609
Loss on sale/disposal/impairment of assets	644	360
Amortization of deferred lease incentives	(5,782)	(6,353)
Deferred income taxes	(4,649)	(3,431)
Tax benefit from exercise of stock-based awards	43,223	9,186
Excess tax benefit from exercise of stock-based awards	(21,371)	(4,047)
Stock-based compensation expense	12,368	8,991
Other	173	0
Changes in:		
Accounts receivable	5,692	1,512
Merchandise inventories	(36,108)	(21,537)
Prepaid catalog expenses	(1,430)	824
Prepaid expenses and other assets	(41,951)	(25,863)
Accounts payable	(19,276)	(52,345)
Accrued salaries, benefits and other current and long-term liabilities	(48,164)	(37,028)
Customer deposits	5,216	14,691
Deferred rent and lease incentives	3,092	7,613
Income taxes payable	(46,798)	(28,470)
Net cash used in operating activities	(70,329)	(59,822)
Cash flows from investing activities:		
Purchases of property and equipment	(38,119)	(47,444)
Proceeds from insurance reimbursement	33	760
Other	100	26
Net cash used in investing activities	(37,986)	(46,658)
Cash flows from financing activities:		
Repurchase of common stock	(53,309)	(41,174)
Payment of dividends	(32,891)	(21,985)
Tax withholdings related to stock-based awards	(46,730)	(9,384)
Excess tax benefit from exercise of stock-based awards	21,371	4,047
Net proceeds from exercise of stock-based awards	2,997	3,767
Repayments of long-term obligations	0	(28)
Other	(6)	0
Net cash used in financing activities	(108,568)	(64,757)
Effect of exchange rates on cash and cash equivalents	(368)	(782)
Net decrease in cash and cash equivalents	(217,251)	(172,019)
Cash and cash equivalents at beginning of period	330,121	424,555
Cash and cash equivalents at end of period	\$ 112,870	\$ 252,536

See Notes to Condensed Consolidated Financial Statements

WILLIAMS-SONOMA, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
Thirteen Weeks Ended May 4, 2014 and May 5, 2013
(Unaudited)

NOTE A. FINANCIAL STATEMENTS - BASIS OF PRESENTATION

These financial statements include Williams-Sonoma, Inc. and its wholly owned subsidiaries (“we,” “us” or “our”). The Condensed Consolidated Balance Sheets as of May 4, 2014 and May 5, 2013, the Condensed Consolidated Statements of Earnings, the Condensed Consolidated Statements of Comprehensive Income and the Condensed Consolidated Statements of Cash Flows for the thirteen weeks then ended, have been prepared by us, without audit. In our opinion, the financial statements include all adjustments (which include only normal recurring adjustments) necessary to present fairly the financial position at the balance sheet dates and the results of operations for the thirteen weeks then ended. Intercompany transactions and accounts have been eliminated. The balance sheet as of February 2, 2014, presented herein, has been derived from our audited Consolidated Balance Sheet included in our Annual Report on Form 10-K for the fiscal year ended February 2, 2014.

The results of operations for the thirteen weeks ended May 4, 2014 are not necessarily indicative of the operating results of the full year.

Certain information and footnote disclosures normally included in the annual financial statements prepared in accordance with accounting principles generally accepted in the United States of America have been omitted. These financial statements should be read in conjunction with the consolidated financial statements and notes thereto included in our Annual Report on Form 10-K for the fiscal year ended February 2, 2014.

New Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2014-09, *Revenue from Contracts with Customers*, to clarify the principles of recognizing revenue and create common revenue recognition guidance between U.S. GAAP and International Financial Reporting Standards. This ASU is effective retrospectively for fiscal years and interim periods within those years beginning after December 15, 2016. We are currently assessing the potential impact of this ASU on our Condensed Consolidated Financial Statements.

NOTE B. STOCK-BASED COMPENSATION

Equity Award Programs

Our Amended and Restated 2001 Long-Term Incentive Plan (the “Plan”) provides for grants of incentive stock options, nonqualified stock options, stock-settled stock appreciation rights (collectively, “option awards”), restricted stock awards, restricted stock units (including those that are performance based), deferred stock awards (collectively, “stock awards”) and dividend equivalents up to an aggregate of 25,760,000 shares. As of May 4, 2014, there were approximately 3,659,000 shares available for future grant. Awards may be granted under the Plan to officers, employees and non-employee Board members of the company or any parent or subsidiary. Annual grants are limited to 1,000,000 shares covered by option awards and 400,000 shares covered by stock awards on a per person basis. All grants of option awards made under the Plan have a maximum term of seven years. The exercise price of these option awards is not less than 100% of the closing price of our stock on the day prior to the grant date. Option awards and stock-awards granted to employees generally vest over a period of four years for service-based awards, and three years for certain performance based awards. Certain option awards, stock awards and other agreements contain vesting acceleration clauses resulting from events including, but not limited to, retirement, merger or a similar corporate event. Option and stock awards granted to non-employee Board members generally vest in one year. Non-employee Board members automatically

[Table of Contents](#)

receive stock awards on the date of their initial election to the Board and annually thereafter on the date of the annual meeting of stockholders (so long as they continue to serve as a non-employee Board member). Shares issued as a result of award exercises or releases are primarily funded with the issuance of new shares.

Stock-Based Compensation Expense

We measure and record stock-based compensation expense for all employee stock-based awards using a fair value method. During the thirteen weeks ended May 4, 2014 and May 5, 2013, we recognized total stock-based compensation expense, as a component of selling, general and administrative expenses, of \$12,368,000 and \$8,991,000, respectively.

Stock Options

The following table summarizes our stock option activity during the thirteen weeks ended May 4, 2014:

	Shares
Balance at February 2, 2014	222,488
Granted	0
Exercised	(86,988)
Cancelled	0
Balance at May 4, 2014 (100% vested)	135,500

Stock-Settled Stock Appreciation Rights

The following table summarizes our stock-settled stock appreciation right activity during the thirteen weeks ended May 4, 2014:

	Shares
Balance at February 2, 2014	1,859,762
Granted	0
Converted into common stock	(398,416)
Cancelled	(11,553)
Balance at May 4, 2014	1,449,793
Vested at May 4, 2014	1,143,969
Vested plus expected to vest at May 4, 2014	1,324,571

Restricted Stock Units

The following table summarizes our restricted stock unit activity during the thirteen weeks ended May 4, 2014:

	Shares
Balance at February 2, 2014	3,079,651
Granted	843,514
Released	(1,365,615)
Cancelled	(49,475)
Balance at May 4, 2014	2,508,075
Vested plus expected to vest at May 4, 2014	1,627,500

[Table of Contents](#)**NOTE C. EARNINGS PER SHARE**

Basic earnings per share is computed as net earnings divided by the weighted average number of common shares outstanding for the period. Diluted earnings per share is computed as net earnings divided by the weighted average number of common shares outstanding for the period plus common stock equivalents. Common stock equivalents consist of shares subject to option awards with exercise prices less than or equal to the average market price of our common stock for the period, as well as restricted stock units, to the extent their inclusion would be dilutive.

The following is a reconciliation of net earnings and the number of shares used in the basic and diluted earnings per share computations:

<i>Dollars and amounts in thousands, except per share amounts</i>	Net Earnings	Weighted Average Shares	Earnings Per Share
Thirteen weeks ended May 4, 2014			
Basic	\$ 46,162	93,993	\$ 0.49
Effect of dilutive stock-based awards		1,625	
Diluted	\$ 46,162	95,618	\$ 0.48
Thirteen weeks ended May 5, 2013			
Basic	\$ 39,466	97,704	\$ 0.40
Effect of dilutive stock-based awards		1,811	
Diluted	\$ 39,466	99,515	\$ 0.40

Stock-based awards of 160,000 and 918,000 for the thirteen weeks ended May 4, 2014 and May 5, 2013, respectively, were excluded from the computation of diluted earnings per share, as their inclusion would be anti-dilutive.

NOTE D. SEGMENT REPORTING

We have two reportable segments, direct-to-customer and retail. The direct-to-customer segment has seven merchandising concepts (Williams-Sonoma, Pottery Barn, Pottery Barn Kids, PBteen, West Elm, Rejuvenation and Mark and Graham) which sell our products through our e-commerce websites and direct-mail catalogs. Our direct-to-customer merchandising concepts are operating segments, which have been aggregated into one reportable segment, direct-to-customer. The retail segment has five merchandising concepts (Williams-Sonoma, Pottery Barn, Pottery Barn Kids, West Elm and Rejuvenation) which sell our products through our retail stores. Our retail merchandising concepts are operating segments, which have been aggregated into one reportable segment, retail. Management's expectation is that the overall economic characteristics of each of our operating segments will be similar over time based on management's judgment that the operating segments have had similar historical economic characteristics and are expected to have similar long-term financial performance in the future.

These reportable segments are strategic business units that offer similar home-centered products. They are managed separately because the business units utilize two distinct distribution and marketing strategies. Based on management's best estimate, our operating segments include allocations of certain expenses, including advertising and employment costs, to the extent they have been determined to benefit both channels. These operating segments are aggregated at the channel level for reporting purposes due to the fact that our brands are interdependent for economies of scale and we do not maintain fully allocated income statements at the brand level. As a result, material financial decisions related to the brands are made at the channel level. Furthermore, it is not practicable for us to report revenue by product group.

We use operating income to evaluate segment profitability. Operating income is defined as earnings (loss) before net interest income or expense and income taxes. Unallocated costs before interest and income taxes include corporate employee-related costs, occupancy expenses (including depreciation expense), administrative costs and

[Table of Contents](#)

third-party service costs, primarily in our corporate administrative and systems departments. Unallocated assets include corporate cash and cash equivalents, deferred income taxes, the net book value of corporate facilities and related information systems, and other corporate long-lived assets.

Income tax information by reportable segment has not been included as income taxes are calculated at a company-wide level and are not allocated to each reportable segment.

Segment Information

<i>Dollars in thousands</i>	Direct-to-Customer	Retail	Unallocated	Total
Thirteen weeks ended May 4, 2014				
Net revenues ¹	\$ 491,289	\$ 483,041	\$ 0	\$ 974,330
Depreciation and amortization expense	7,407	19,360	11,863	38,630
Operating income (loss)	121,136	30,196	(77,006)	74,326
Assets ²	547,077	988,659	632,364	2,168,100
Capital expenditures	9,477	14,700	13,942	38,119
Thirteen weeks ended May 5, 2013				
Net revenues ¹	\$ 419,084	\$ 468,724	\$ 0	\$ 887,808
Depreciation and amortization expense	6,826	19,217	10,566	36,609
Operating income (loss)	95,941	34,016	(66,174)	63,783
Assets ²	417,409	905,378	740,432	2,063,219
Capital expenditures	9,706	20,722	17,016	47,444

¹ Includes net revenues of approximately \$51.1 million and \$48.1 million for the thirteen weeks ended May 4, 2014 and May 5, 2013, respectively, related to our foreign operations.

² Includes approximately \$59.8 million and \$54.5 million of long-term assets as of May 4, 2014 and May 5, 2013, respectively, related to our foreign operations.

NOTE E. COMMITMENTS AND CONTINGENCIES

We are involved in lawsuits, claims and proceedings incident to the ordinary course of our business. These disputes, which are not currently material, are increasing in number as our business expands and our company grows larger. Litigation is inherently unpredictable. Any claims against us, whether meritorious or not, could be time consuming, result in costly litigation, require significant amounts of management time and result in the diversion of significant operational resources. The results of these lawsuits, claims and proceedings cannot be predicted with certainty. However, we believe that the ultimate resolution of these current matters will not have a material adverse effect on our consolidated financial statements taken as a whole.

NOTE F. STOCK REPURCHASE PROGRAM AND DIVIDEND

Stock Repurchase Program

During the thirteen weeks ended May 4, 2014, we repurchased 840,761 shares of our common stock at an average cost of \$63.41 per share for a total cost of approximately \$53,309,000 under our current \$750,000,000 stock repurchase program. As of May 4, 2014, we held treasury stock of \$2,889,000 which represents the cost of shares available for issuance in certain foreign jurisdictions as a result of future stock award exercises or releases.

During the thirteen weeks ended May 5, 2013, we repurchased 800,882 shares of our common stock at an average cost of \$51.41 per share for a total cost of approximately \$41,174,000.

Stock repurchases under this program may be made through open market and privately negotiated transactions at times and in such amounts as management deems appropriate. The timing and actual number of shares repurchased will depend on a variety of factors including price, corporate and regulatory requirements, capital availability and other market conditions. This stock repurchase program does not have an expiration date and may be limited or terminated at any time without prior notice.

[Table of Contents](#)

Dividend

We declared cash dividends of \$0.33 and \$0.31 per common share during the thirteen weeks ended May 4, 2014 and May 5, 2013, respectively.

NOTE G. DERIVATIVE FINANCIAL INSTRUMENTS

Substantially all of our purchases and sales are denominated in U.S. dollars, which limits our exposure to foreign currency exchange rate fluctuations. However, we are exposed to foreign currency exchange risk related to the transactions of our foreign subsidiaries. While the impact of foreign currency exchange rate fluctuations was not significant in the first quarter of fiscal 2014, as we continue to expand globally, the foreign currency exchange risk related to the transactions of our foreign subsidiaries will increase. To mitigate this risk, we hedge a portion of our foreign currency exposure with foreign currency forward contracts in accordance with our risk management policies. We do not enter into such contracts for speculative purposes.

The assets or liabilities associated with the derivative instruments are measured at fair value and recorded in either other current assets or other current liabilities. As discussed below, the accounting for gains and losses resulting from changes in fair value depends on whether the derivative instrument is designated as a hedge and qualifies for hedge accounting in accordance with the Financial Accounting Standards Board Accounting Standard Codification ("ASC") 815, *Derivatives and Hedging*.

Cash Flow Hedges

We enter into foreign currency forward contracts designated as cash flow hedges for forecasted inventory purchases in U.S. dollars by our foreign subsidiaries. These hedges generally have terms of up to 12 months. The hedges are designed to offset changes to future cash flows on hedged transactions. We record the effective portion of changes in the fair value of our cash flow hedges in other comprehensive income ("OCI") until the earlier of either the hedged forecasted inventory purchase occurs or the respective contracts reach maturity. Subsequently, as the inventory is sold to the customer, we reclassify the amounts previously recorded in OCI to cost of goods sold. Changes in the fair value of the forward contract related to interest charges or "forward points" are excluded from the assessment and measurement of hedge effectiveness and are recorded immediately in other income (expense), net. Based on the rates in effect as of May 4, 2014, we expect to reclassify a net gain of approximately \$284,000 from OCI to cost of goods sold over the next 12 months.

We also enter into non-designated foreign currency contracts to reduce the exchange risk associated with our assets and liabilities denominated in a foreign currency. Any foreign exchange gains (losses) related to these contracts are recognized in other income (expense), net.

As of May 4, 2014, and May 5, 2013, we had foreign currency forward contracts outstanding (in U.S. dollars) as follows:

<i>Dollars in thousands</i>	May 4, 2014	May 5, 2013
Contracts to sell Canadian dollars and buy U.S. dollars		
Contracts designated as cash flow hedges	\$ 23,000	\$ 16,100
Contracts not designated as cash flow hedges ¹	\$ 1,500	\$ 0
Contracts to sell Australian dollars and buy U.S. dollars		
Contracts not designated as cash flow hedges	\$ 10,000	\$ 0

¹ These contracts are no longer designated as cash flow hedges due to the related inventory purchases having occurred.

[Table of Contents](#)

Hedge effectiveness is evaluated prospectively at inception, on an ongoing basis, as well as retrospectively using regression analysis. Any measurable ineffectiveness of the hedge is recorded in other income (expense), net. No gain or loss was recognized for cash flow hedges due to hedge ineffectiveness and all hedges were deemed effective for assessment purposes for the thirteen weeks ended May 4, 2014 and May 5, 2013.

The effect of derivative instruments in our Condensed Consolidated Financial Statements, pre-tax, was as follows:

<i>Dollars in thousands</i>	Thirteen Weeks Ended May 4, 2014	Thirteen Weeks Ended May 5, 2013
Net loss recognized in OCI	\$ (224)	\$ (169)
Net gain reclassified from OCI into cost of goods sold	233	0
Net foreign exchange loss recognized in other income (expense):		
Instruments designated as cash flow hedges ^(a)	(34)	(13)
Instruments not designated or de-designated during the period ^(b)	584	0

^(a) Changes in fair value of the forward contract related to interest charges or "forward points"

^(b) Changes in fair value subsequent to de-designation for instruments no longer designated as cash flow hedges, and changes in fair value related to instruments not designated as cash flow hedges

The fair values of our derivative financial instruments are presented below. All fair values for these derivatives were measured using Level 2 inputs as defined by the fair value hierarchy described in Note H.

<i>Dollars in thousands</i>	Balance sheet location	May 4, 2014	May 5, 2013
Derivatives designated as hedging instruments:			
Cash flow hedge foreign currency forward contracts	Other current assets	\$ 112	\$ 0
Cash flow hedge foreign currency forward contracts	Other current liabilities	(147)	(182)
Total		\$ (35)	\$ (182)
Derivatives not designated as hedging instruments:			
Foreign currency forward contracts	Other current assets	\$ 72	\$ 0
Foreign currency forward contracts	Other current liabilities	0	0
Total		\$ 72	\$ 0

We record all derivative assets and liabilities on a gross basis. They do not meet the balance sheet netting criteria as discussed in ASC 210, *Balance Sheet*, because we do not have master netting agreements established with our derivative counterparties that would allow for net settlement.

Amounts recorded within accumulated other comprehensive income ("AOCI") associated with our derivative instruments were as follows:

<i>Dollars in thousands</i>	Thirteen Weeks Ended May 4, 2014	Thirteen Weeks Ended May 5, 2013
AOCI beginning balance amount of gain	\$ 741	\$ 0
Amounts recognized in OCI before reclassifications	(224)	(169)
Amounts reclassified from OCI into cost of goods sold	(233)	0
AOCI ending balance amount of gain (loss)	\$ 284	\$ (169)

NOTE H. FAIR VALUE MEASUREMENTS

Fair value is the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

We determine the fair value of financial and non-financial assets and liabilities using the fair value hierarchy established by ASC 820, *Fair Value Measurement*, which defines three levels of inputs that may be used to measure fair value, as follows:

- Level 1 inputs which include quoted prices in active markets for identical assets or liabilities;
- Level 2 inputs which include observable inputs other than Level 1 inputs, such as quoted prices for similar assets or liabilities; quoted prices for identical or similar assets or liabilities in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the asset or liability. These inputs either represent quoted prices for similar assets in active markets or have been derived from observable market data; and
- Level 3 inputs which include unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the underlying asset or liability.

The fair values of our cash and cash equivalents are based on Level 1 inputs, which include quoted prices in active markets for identical assets.

Foreign Currency Derivatives and Hedging Instruments

We use the income approach to value our derivatives using observable Level 2 market data at the measurement date and standard valuation techniques to convert future amounts to a single present value amount, assuming that participants are motivated but not compelled to transact. Level 2 inputs are limited to quoted prices that are observable for the assets and liabilities, which include interest rates and credit risk ratings. We use mid-market pricing as a practical expedient for fair value measurements. Key inputs for currency derivatives are the spot rates, forward rates, interest rates and credit derivative market rates.

The counterparties associated with our foreign currency forward contracts are large credit-worthy financial institutions, and the derivatives transacted with these entities are relatively short in duration, therefore, we do not consider counterparty concentration and non-performance to be material risks at this time. Both we and our counterparties are expected to perform under the contractual terms of the instruments. None of the derivative contracts entered into are subject to credit risk-related contingent features or collateral requirements. Our policy is to present the fair value of our foreign currency derivatives on a gross basis in our Balance Sheet as these instruments are not subject to legal right of offset or other netting arrangements with our counterparties.

There were no transfers between Level 1 and Level 2 categories during the thirteen weeks ended May 4, 2014.

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

FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements that involve risks and uncertainties, as well as assumptions that, if they do not fully materialize or are proven incorrect, could cause our business and results of operations to differ materially from those expressed or implied by such forward-looking statements. Such forward-looking statements include statements related to: our beliefs regarding the resolution of current lawsuits, claims and proceedings; our three year stock repurchase program; our expectations regarding our cash flow hedges and foreign currency risks; our planned use of cash; our compliance with our financial covenants; our belief that our cash on-hand, in addition to our available credit facilities, will provide adequate liquidity for our

[Table of Contents](#)

business operations over the next 12 months; and our beliefs regarding seasonal patterns associated with our business, as well as statements of belief and statements of assumptions underlying any of the foregoing. You can identify these and other forward-looking statements by the use of words such as “may,” “should,” “expects,” “plans,” “anticipates,” “believes,” “estimates,” “predicts,” “intends,” “potential,” “continue,” or the negative of such terms, or other comparable terminology. The risks, uncertainties and assumptions referred to above that could cause our results to differ materially from the results expressed or implied by such forward-looking statements include, but are not limited to, those discussed under the heading “Risk Factors” in this document and our Annual Report on Form 10-K for the year ended February 2, 2014, and the risks, uncertainties and assumptions discussed from time to time in our other public filings and public announcements. All forward-looking statements included in this document are based on information available to us as of the date hereof, and we assume no obligation to update these forward-looking statements.

OVERVIEW

Williams-Sonoma, Inc. is a specialty retailer of high-quality products for the home. These products, representing eight distinct merchandise strategies – Williams-Sonoma, Pottery Barn, Pottery Barn Kids, PBteen, West Elm, Williams-Sonoma Home, Rejuvenation and Mark and Graham – are marketed through e-commerce websites, direct mail catalogs and 589 stores. Williams-Sonoma, Inc. currently operates in the United States, Canada, Australia and the United Kingdom, offers international shipping to customers worldwide and has an unaffiliated franchisee that operates 27 stores in the Middle East.

The following discussion and analysis of financial condition, results of operations, and liquidity and capital resources for the thirteen weeks ended May 4, 2014 (“first quarter of fiscal 2014”), as compared to the thirteen weeks ended May 5, 2013 (“first quarter of fiscal 2013”), should be read in conjunction with our Condensed Consolidated Financial Statements and the notes thereto.

All explanations of changes in operational results are discussed in order of their magnitude.

First Quarter of Fiscal 2014 Financial Results

In the first quarter of fiscal 2014, our net revenues increased 9.7% to \$974,330,000, compared to \$887,808,000 in the first quarter of fiscal 2013, with comparable brand revenue growth of 10.0%. Diluted earnings per share in the first quarter of fiscal 2014 increased to \$0.48, versus \$0.40 in the first quarter of fiscal 2013, and we returned \$86,200,000 to our stockholders through stock repurchases and dividends.

Direct-to-customer net revenues in the first quarter of fiscal 2014 increased \$72,205,000, or 17.2%, compared to the first quarter of fiscal 2013, primarily driven by Pottery Barn, West Elm, Williams-Sonoma and Pottery Barn Kids. Direct-to-customer net revenues generated 50% of our total company net revenues in the first quarter of fiscal 2014 compared to 47% in the first quarter of fiscal 2013.

Retail net revenues in the first quarter of fiscal 2014 increased \$14,317,000, or 3.1%, compared to the first quarter of fiscal 2013, driven primarily by West Elm and Pottery Barn, partially offset by a decrease in our international franchise operations.

In Pottery Barn, our largest brand, comparable brand revenues increased 9.7% in the first quarter of fiscal 2014 on top of an increase of 7.6% in the first quarter of fiscal 2013, driven by our furniture categories and improved in-stock positions. In the Williams-Sonoma brand, comparable brand revenues increased 6.0% in the first quarter of fiscal 2014 compared to the first quarter of fiscal 2013. Innovative product offerings, improved execution, strong cross-channel marketing and improved field training and development drove these results. In Pottery Barn Kids, comparable brand revenues grew by 8.1% in the first quarter of fiscal 2014 compared to the first quarter of fiscal 2013. Strength in our furniture, nursery and seasonal businesses contributed to these results. In West Elm, comparable brand revenues increased 18.8% in the first quarter of fiscal 2014 on top of 11.8% in the first quarter of fiscal 2013. Brand growth continued to be driven by all categories, with success in furniture, textiles, decorative accessories and lighting. In PBteen, comparable brand revenues increased 12.0% in the first quarter of fiscal 2014 on top of 16.1% in the first quarter of fiscal 2013, driven by strong demand and improved in-stock positions.

*Results of Operations***NET REVENUES**

Net revenues consist of direct-to-customer net revenues and retail net revenues. Direct-to-customer net revenues include sales of merchandise to customers through our e-commerce websites and our catalogs, as well as shipping fees. Retail net revenues include sales of merchandise to customers at our retail stores, as well as shipping fees on any products shipped to our customers' homes. Shipping fees consist of revenue received from customers for delivery of merchandise to their homes. Revenues are presented net of sales returns and other discounts.

The following table summarizes our net revenues for the first quarter of fiscal 2014 and fiscal 2013:

<i>Dollars in thousands</i>	Thirteen Weeks Ended			
	May 4, 2014	% Total	May 5, 2013	% Total
Direct-to-customer net revenues	\$ 491,289	50.4%	\$ 419,084	47.2%
Retail net revenues	483,041	49.6%	468,724	52.8%
Net revenues	\$ 974,330	100.0%	\$ 887,808	100.0%

Net revenues in the first quarter of fiscal 2014 increased by \$86,522,000, or 9.7%, compared to the first quarter of fiscal 2013, with comparable brand revenue growth of 10.0%. This increase was primarily driven by the Pottery Barn and West Elm brands.

Comparable Brand Revenue Growth

Comparable brand revenues include retail comparable store sales and direct-to-customer sales, as well as shipping fees, sales returns and other discounts associated with current period sales. Outlet comparable store net revenues are included in their respective brands. Sales related to our international franchised stores have been excluded as these stores are not operated by us. Comparable stores are defined as permanent stores in which gross square footage did not change by more than 20% in the previous 12 months and which have been open for at least 12 consecutive months without closure for seven or more consecutive days.

Percentages represent changes in comparable brand revenues compared to the same period in the prior year.

<i>Comparable brand revenue growth</i>	Thirteen Weeks Ended	
	May 4, 2014	May 5, 2013
Pottery Barn	9.7%	7.6%
Williams-Sonoma	6.0%	1.9%
Pottery Barn Kids	8.1%	6.9%
West Elm	18.8%	11.8%
PBteen	12.0%	16.1%
Williams-Sonoma, Inc.	10.0%	7.2%

[Table of Contents](#)

DIRECT-TO-CUSTOMER NET REVENUES

<i>Dollars in thousands</i>	Thirteen Weeks Ended	
	May 4, 2014	May 5, 2013
Direct-to-customer net revenues	\$ 491,289	\$ 419,084
Direct-to-customer net revenue growth	17.2%	11.9%

Direct-to-customer net revenues in the first quarter of fiscal 2014 increased \$72,205,000, or 17.2%, compared to the first quarter of fiscal 2013, primarily driven by Pottery Barn, West Elm, Williams-Sonoma and Pottery Barn Kids. Direct-to-customer net revenues generated 50% of our total company net revenues in the first quarter of fiscal 2014 compared to 47% in the first quarter of fiscal 2013.

RETAIL NET REVENUES AND OTHER DATA

<i>Dollars in thousands</i>	Thirteen Weeks Ended	
	May 4, 2014	May 5, 2013
Retail net revenues	\$ 483,041	\$ 468,724
Retail net revenue growth	3.1%	5.8%
Store count - beginning of year	585	581
Store openings	7	11
Store closings	(3)	(5)
Store count - end of period ^{1, 2}	589	587
Store selling square footage at period-end	3,600,000	3,586,000
Store leased square footage ("LSF") at period-end	5,850,000	5,840,000

¹ Included in the first quarter of fiscal 2014 numbers above are 5 stores in Australia (2 West Elm, 1 Williams-Sonoma, 1 Pottery Barn and 1 Pottery Barn Kids) and 1 West Elm store in the United Kingdom.

² Included in the first quarter of fiscal 2013 numbers above are 4 stores in Australia.

	Store Count					Avg. LSF Per Store	
	February 2, 2014	Openings	Closings	May 4, 2014	May 5, 2013	May 4, 2014	May 5, 2013
Williams-Sonoma	248	1	(1)	248	254	6,600	6,600
Pottery Barn	194	2	(1)	195	195	13,800	13,800
Pottery Barn Kids	81	4	(1)	84	85	7,700	8,100
West Elm	58	—	—	58	49	14,100	14,800
Rejuvenation	4	—	—	4	4	13,200	13,200
Total	585	7	(3)	589	587	9,900	9,900

Retail net revenues in the first quarter of fiscal 2014 increased \$14,317,000, or 3.1%, compared to the first quarter of fiscal 2013, driven primarily by West Elm and Pottery Barn, partially offset by a decrease in our international franchise operations.

COST OF GOODS SOLD

<i>Dollars in thousands</i>	Thirteen Weeks Ended			
	May 4, 2014	% Net Revenues	May 5, 2013	% Net Revenues
Cost of goods sold ¹	\$ 605,922	62.2%	\$ 553,623	62.4%

¹ Includes total occupancy expenses of \$146,439,000 and \$133,005,000 for the first quarter of fiscal 2014 and first quarter of fiscal 2013, respectively.

[Table of Contents](#)

Cost of goods sold includes cost of goods, occupancy expenses and shipping costs. Cost of goods consists of cost of merchandise, inbound freight expenses, freight-to-store expenses and other inventory related costs such as shrinkage, damages and replacements. Occupancy expenses consist of rent, depreciation and other occupancy costs, including common area maintenance, property taxes and utilities. Shipping costs consist of third-party delivery services and shipping materials.

Our classification of expenses in cost of goods sold may not be comparable to other public companies, as we do not include non-occupancy related costs associated with our distribution network in cost of goods sold. These costs, which include distribution network employment, third party warehouse management and other distribution-related administrative expenses, are recorded in selling, general and administrative expenses.

Within our reportable segments, the direct-to-customer channel does not incur freight-to-store or store occupancy expenses, and typically operates with lower markdowns and inventory shrinkage than the retail channel. However, the direct-to-customer channel incurs higher customer shipping, damage and replacement costs than the retail channel.

First Quarter of Fiscal 2014 vs. First Quarter of Fiscal 2013

Cost of goods sold increased by \$52,299,000, or 9.4%, in the first quarter of fiscal 2014 compared to the first quarter of fiscal 2013. Cost of goods sold as a percentage of net revenues decreased to 62.2% in the first quarter of fiscal 2014 from 62.4% in the first quarter of fiscal 2013. This decrease was primarily driven by higher selling margins, as total company occupancy expenses as a percentage of net revenues were flat.

In the direct-to-customer channel, cost of goods sold as a percentage of net revenues increased in the first quarter of fiscal 2014 compared to the first quarter of fiscal 2013 primarily driven by lower selling margins.

In the retail channel, cost of goods sold as a percentage of net revenues increased in the first quarter of fiscal 2014 compared to the first quarter of fiscal 2013 primarily driven by an increase in occupancy expenses, partially offset by higher selling margins.

SELLING, GENERAL AND ADMINISTRATIVE EXPENSES

<i>Dollars in thousands</i>	Thirteen Weeks Ended			
	May 4, 2014	% Net Revenues	May 5, 2013	% Net Revenues
Selling, general and administrative expenses	\$ 294,082	30.2%	\$ 270,402	30.5%

Selling, general and administrative expenses consist of non-occupancy related costs associated with our retail stores, distribution warehouses, customer care centers, supply chain operations (buying, receiving and inspection) and corporate administrative functions. These costs include employment, advertising, third-party credit card processing and other general expenses.

We experience differing employment and advertising costs as a percentage of net revenues within the retail and direct-to-customer channels due to their distinct distribution and marketing strategies. Store employment costs represent a greater percentage of retail net revenues than employment costs as a percentage of net revenues within the direct-to-customer channel. However, advertising expenses are higher within the direct-to-customer channel than in the retail channel.

[Table of Contents](#)

First Quarter of Fiscal 2014 vs. First Quarter of Fiscal 2013

Selling, general and administrative expenses increased by \$23,680,000, or 8.8%, in the first quarter of fiscal 2014 compared to the first quarter of fiscal 2013. Selling, general and administrative expenses as a percentage of net revenues decreased to 30.2% in the first quarter of fiscal 2014 from 30.5% in the first quarter of fiscal 2013. This decrease as a percentage of net revenues was primarily driven by the leverage of advertising costs due to increasing net revenues and a reduction in year-over-year employee separation charges, partially offset by higher employment costs related to the vesting of long-term incentive compensation.

In the direct-to-customer channel, selling, general and administrative expenses as a percentage of net revenues decreased in the first quarter of fiscal 2014 compared to the first quarter of fiscal 2013 primarily driven by the leverage of advertising costs and employment costs due to increasing net revenues.

In the retail channel, selling, general and administrative expenses as a percentage of net revenues increased in the first quarter of fiscal 2014 compared to the first quarter of fiscal 2013 primarily driven by an increase in employment costs.

INCOME TAXES

The effective tax rate was 37.9% for the first quarter of fiscal 2014 and 38.3% for the first quarter of fiscal 2013.

LIQUIDITY AND CAPITAL RESOURCES

As of May 4, 2014, we held \$112,870,000 in cash and cash equivalent funds, the majority of which is held in money market funds, interest-bearing demand deposit accounts and time deposits, of which \$67,937,000 was held by our foreign subsidiaries. As is consistent within our industry, our cash balances are seasonal in nature, with the fourth quarter historically representing a significantly higher level of cash than other periods.

Throughout the fiscal year, we utilize our cash balances to build our inventory levels in preparation for our fourth quarter holiday sales. In fiscal 2014, we plan to use our cash resources to fund our inventory and inventory related purchases, advertising and marketing initiatives, stock repurchases and dividend payments and purchases of property and equipment. In addition to our cash balances on hand, we have a credit facility that provides for a \$300,000,000 unsecured revolving line of credit that may be used for loans or letters of credit. Prior to December 22, 2016, we may, upon notice to the lenders, request an increase in the credit facility of up to \$200,000,000 to provide for a total of \$500,000,000 of unsecured revolving credit. During the thirteen weeks ended May 4, 2014 and May 5, 2013, we had no borrowings under the credit facility, and no amounts were outstanding as of May 4, 2014 or May 5, 2013. However, as of May 4, 2014, issued but undrawn standby letters of credit totaling \$2,840,000 were outstanding under the credit facility. Additionally, as of May 4, 2014, we had three unsecured letter of credit reimbursement facilities for a total of \$70,000,000, of which an aggregate of \$11,516,000 was outstanding. These letter of credit facilities represent only a future commitment to fund inventory purchases to which we had not taken legal title. We are currently in compliance with all of our financial covenants and, based on our current projections, we expect to remain in compliance throughout fiscal 2014. We believe our cash on hand, in addition to our available credit facilities, will provide adequate liquidity for our business operations over the next 12 months.

Cash Flows from Operating Activities

For the first quarter of fiscal 2014, net cash used in operating activities was \$70,329,000 compared to \$59,822,000 for the first quarter of fiscal 2013. For the first quarter of fiscal 2014, net cash used in operating activities was primarily attributable to a decrease in accrued liabilities and income taxes payable due to the timing of payments, as well as an increase in prepaid expenses and merchandise inventories. This represents an increase in net cash used compared to the first quarter of fiscal 2013 primarily resulting from an increase in income taxes paid, as well as an increase in prepaid expenses and merchandise inventories, partially offset by a decrease in accounts payable and an increase in net earnings adjusted for non-cash items.

[Table of Contents](#)

Cash Flows from Investing Activities

For the first quarter of fiscal 2014, net cash used in investing activities was \$37,986,000 compared to \$46,658,000 for the first quarter of fiscal 2013, and was primarily attributable to purchases of property and equipment. Net cash used compared to the first quarter of fiscal 2013 decreased primarily due to a decrease in purchases of property and equipment.

Cash Flows from Financing Activities

For the first quarter of fiscal 2014, net cash used in financing activities was \$108,568,000 compared to \$64,757,000 for the first quarter of fiscal 2013. For the first quarter of fiscal 2014, net cash used in financing activities was primarily attributable to repurchases of common stock, tax withholding payments related to stock-based awards and the payment of dividends. Net cash used compared to the first quarter of fiscal 2013 increased primarily due to an increase in tax withholding payments related to stock-based awards as well as an increase in the repurchase of common stock and the payment of dividends.

Stock Repurchase Program and Dividend

See Note F to our Condensed Consolidated Financial Statements, *Stock Repurchase Program and Dividend*, within Item 1 of this Quarterly Report on Form 10-Q for further information.

Critical Accounting Policies

Management's Discussion and Analysis of Financial Condition and Results of Operations is based on our Condensed Consolidated Financial Statements, which have been prepared in accordance with accounting principles generally accepted in the United States of America. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses and related disclosures of contingent assets and liabilities. The estimates and assumptions are evaluated on an ongoing basis and are based on historical experience and various other factors that we believe to be reasonable under the circumstances. Actual results may differ significantly from these estimates. During the first quarter of fiscal 2014, there have been no significant changes to the critical accounting policies discussed in our Annual Report on Form 10-K for the year ended February 2, 2014.

Seasonality

Our business is subject to substantial seasonal variations in demand. Historically, a significant portion of our revenues and net earnings have been realized during the period from October through January, and levels of net revenues and net earnings have typically been lower during the period from February through September. We believe this is the general pattern associated with the retail industry. In anticipation of our holiday selling season, we hire a substantial number of additional temporary employees in our retail stores, customer care centers and distribution centers, and incur significant fixed catalog production and mailing costs.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to market risks, which include significant deterioration of the U.S. and foreign markets, changes in U.S. interest rates, foreign currency exchange rates, including the devaluation of the U.S. dollar, and the effects of uncertain economic forces which may affect the prices we pay our vendors in the foreign countries in which we do business. We do not engage in financial transactions for trading or speculative purposes.

[Table of Contents](#)

Interest Rate Risk

Our line of credit facility is the only instrument we hold with a variable interest rate which could, if drawn upon, subject us to risks associated with changes in that interest rate. As of May 4, 2014, there were no amounts outstanding under our credit facility.

In addition, we have fixed and variable income investments consisting of short-term investments classified as cash and cash equivalents, which are also affected by changes in market interest rates. As of May 4, 2014, our investments, made primarily in money market funds, interest-bearing demand deposit accounts and time deposits are stated at cost and approximate their fair values.

Foreign Currency Risks

We purchase a significant amount of inventory from vendors outside of the U.S. in transactions that are denominated in U.S. dollars. Approximately 2% of our international purchase transactions are in currencies other than the U.S. dollar, primarily the euro. Any currency risks related to these international purchase transactions were not significant to us during the first quarter of fiscal 2014 or the first quarter of fiscal 2013. Since we pay for the majority of our international purchases in U.S. dollars, however, a decline in the U.S. dollar relative to other foreign currencies would subject us to risks associated with increased purchasing costs from our vendors in their effort to offset any lost profits associated with any currency devaluation. We cannot predict with certainty the effect these increased costs may have on our financial statements or results of operations.

In addition, our retail stores in Canada, Australia and the United Kingdom, and operations throughout Asia and Europe, expose us to market risk associated with foreign currency exchange rate fluctuations. Substantially all of our purchases and sales are denominated in U.S. dollars, which limits our exposure to this risk. While the impact of foreign currency exchange rate fluctuations was not significant in the first quarter of fiscal 2014, as we continue to expand globally, the foreign currency exchange risk related to the transactions of our foreign subsidiaries will increase. To mitigate this risk, we hedge a portion of our foreign currency exposure with foreign currency forward contracts in accordance with our risk management policies (see Note G to our Condensed Consolidated Financial Statements).

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

As of May 4, 2014, an evaluation was performed by management, with the participation of our Chief Executive Officer (“CEO”) and our Chief Financial Officer (“CFO”), of the effectiveness of our disclosure controls and procedures. Based on that evaluation, our management, including our CEO and CFO, concluded that our disclosure controls and procedures are effective to ensure that information we are required to disclose in reports that we file or submit under the Securities Exchange Act of 1934 is accumulated and communicated to our management, including our CEO and CFO, as appropriate, to allow for timely discussions regarding required disclosures, and that such information is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC.

Changes in Internal Control Over Financial Reporting

There was no change in our internal control over financial reporting that occurred during our most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Information required by this Item is contained in Note E to our Condensed Consolidated Financial Statements within Part I of this Form 10-Q.

ITEM 1A. RISK FACTORS

See Part I, Item 1A of our Annual Report on Form 10-K for the fiscal year ended February 2, 2014 for a description of the risks and uncertainties associated with our business. There were no material changes to such risk factors in the current quarterly reporting period.

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

The following table provides information as of May 4, 2014 with respect to shares of common stock we repurchased during the first quarter of fiscal 2014. For additional information, please see Note F to our Condensed Consolidated Financial Statements within Part I of this Form 10-Q.

Fiscal period	Total Number of Shares Purchased ¹	Average Price Paid Per Share	Total Number of Shares Purchased as Part of a Publicly Announced Program	Maximum Dollar Value of Shares That May Yet Be Purchased Under the Program
February 3, 2014 to March 2, 2014	133,886	\$ 55.13	133,886	\$ 503,841,000
March 3, 2014 to March 30, 2014	371,700	\$ 65.31	371,700	\$ 479,567,000
March 31, 2014 to May 4, 2014	335,175	\$ 64.60	335,175	\$ 457,913,000
Total	840,761	\$ 63.41	840,761	\$ 457,913,000

¹ In March 2013, our Board of Directors announced a \$750,000,000 stock repurchase program. Stock repurchases under this program may be made through open market and privately negotiated transactions at times and in such amounts as management deems appropriate. The timing and actual number of shares repurchased will depend on a variety of factors including price, corporate and regulatory requirements, capital availability and other market conditions. This stock repurchase program does not have an expiration date and may be limited or terminated at any time without prior notice.

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ITEM 3. DEFAULTS UPON SENIOR SECURITIES

Not applicable.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

None.

[Table of Contents](#)

ITEM 6. EXHIBITS

(a) Exhibits

<u>Exhibit Number</u>	<u>Exhibit Description</u>
10.1+	Form of Williams-Sonoma, Inc. 2001 Long-Term Incentive Plan Restricted Stock Unit Award Agreement for Grants to Non-Employee Directors
10.2+	Form of Williams-Sonoma, Inc. 2001 Long-Term Incentive Plan Restricted Stock Unit Award Agreement for Grants to Employees
31.1	Certification of Chief Executive Officer, pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act, as amended
31.2	Certification of Chief Financial Officer, pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act, as amended
32.1	Certification of Chief Executive Officer, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2	Certification of Chief Financial Officer, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

+ Indicates a management contract or compensatory plan or arrangement.

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 thereunto duly authorized.

WILLIAMS-SONOMA, INC.

By: /s/ Julie P. Whalen
Julie P. Whalen
Chief Financial Officer

Date: June 12, 2014

**WILLIAMS-SONOMA, INC. 2001 LONG-TERM INCENTIVE PLAN
RESTRICTED STOCK UNIT AWARD AGREEMENT
FOR GRANTS TO NON-EMPLOYEE DIRECTORS (“AGREEMENT”)**

Name:**Number of RSUs:****Grant Date:****Grant Date FMV:**

1. **Award.** Williams-Sonoma, Inc. (the “Company”), has awarded you the number of Restricted Stock Units indicated above (“Award”). Each Restricted Stock Unit entitles you to receive one share of Common Stock of the Company upon the terms and subject to the conditions set forth in the Company’s 2001 Long-Term Incentive Plan (the “Plan”) and this Award. Prior to the distribution of any shares, this Award represents an unsecured obligation, payable only from the general assets of the Company.

Except as specified herein, shares of Common Stock will be issued to you or, in case of your death, your beneficiary designated in accordance with the procedures specified by the Administrator on or shortly following the vesting date. If at the time of your death, there is not an effective beneficiary designation on file or you are not survived by your designated beneficiary, the shares will be issued to the legal representative of your estate or other beneficiary as determined under applicable law.

2. **Vesting.** The Restricted Stock Units will vest in full on the earlier of: (i) the date that is one (1) day prior to the date of the annual meeting of the Company’s shareholders in the calendar year next following the calendar year of the Grant Date, or (ii) the one (1) year anniversary of the Grant Date (“Vesting Date”) and shall be settled no later than forty-five days after the Vesting Date.
3. **Termination.**
- (a) **General Rule.** If you cease to provide service as a Non-employee Director or employee of the Company or a Subsidiary prior to the Vesting Date other than due to a termination described in 3(b) below, all then unvested Restricted Stock Units (including dividend equivalents thereon) awarded hereby shall immediately terminate without notice to you and shall be forfeited.
- (b) **Death or Disability.** If you cease to provide service as a Non-employee Director or employee of the Company or a Subsidiary due to your death or Disability, then 100% of the then unvested Restricted Stock Units awarded hereby will vest and shares of Common Stock will be delivered to you, your estate, or your personal representative (as appropriate) on the first business day of the month following the date upon which your service terminates. “Disability” is defined as any one or more of the following: (i) your being unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to last for a continuous period of not less than twelve (12) months; (ii) you are, by reason of any 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 twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under the Company’s accident and health plan covering the Company’s employees; or (iii) if you are a U.S. employee, you have been determined to be totally disabled by the Social Security Administration.
- (c) **Death and Disability following Share Deferral.** If (i) you have elected to defer receipt of your shares such that this Award is subject to Code Section 409A, and (ii) you cease to provide service as a Non-employee Director or employee of the Company or a Subsidiary due to your death or Disability, then 100% of the then unvested Restricted Stock Units awarded hereby will vest and be settled as of the first business day of the month following the date upon which you incur a separation from service; provided however in the unlikely event that you are a “specified employee” within the meaning of

Code Section 409A at the time of your termination of service due to your permanent disability, delivery of the related shares of Common Stock shall be delayed to the date that is six (6) months and one (1) day following such separation. *Please note this proviso is applicable only to U.S. taxpayers.*

4. **Certain Corporate Events.**

- (a) **General Rule for Transaction.** In the event of a Transaction, other than a dissolution, liquidation, or corporate reorganization of the Company, if you have not elected to defer receipt of your shares, then 100% of the then unvested Restricted Stock Units awarded hereby will vest and the related shares of Common Stock (or the per share consideration received by a majority of the holders of such Common Stock in such Transaction) will be delivered to you on the date upon which such Transaction is consummated.
- (b) **Transaction Following Share Deferral.** In the event of a Transaction, other than a dissolution, liquidation, or corporate reorganization of the Company, if you have elected to defer receipt of your shares such that this Award is subject to Code Section 409A, then 100% of the then unvested Restricted Stock Units awarded hereby will vest on the date upon which such Transaction is consummated.

If such Transaction qualifies as a change in the ownership or effective control of the Company, or a change in the ownership of a substantial portion of the assets of the Company, under Code Section 409A, then the related shares of Common Stock (or the per share consideration received by a majority of the holders of such Common Stock in such Transaction) will be delivered to you on the date upon which such Transaction is consummated, except that in the unlikely event you are a "specified employee" within the meaning of Code Section 409A at the time of such Transaction, delivery of the related shares of Common Stock (or the consideration shareholders generally received for such Common Stock) will be delayed to the date that is six (6) months and one (1) day following the date upon which your service terminates to the extent necessary to avoid the imposition of taxation under Code Section 409A.

If such Transaction does not qualify as a change in the ownership or effective control of the Company, or a change in the ownership of a substantial portion of the assets of the Company, under Code Section 409A, then the related shares of Common Stock (or the per share consideration received by a majority of the holders of such Common Stock in such Transaction) will be delivered to you on the same dates specified in your deferral election subject to Section 3(c) above. *Please note this Section 4(b) is applicable only to U.S. taxpayers.*

5. **Dividend Equivalents.** During the period beginning on the Grant Date as indicated above and ending on the date that the Restricted Stock Unit is settled or terminates, whichever occurs first, you will receive cash payments based on and payable at approximately the same time as the cash dividends (but not later than 15 days thereafter). Notwithstanding the foregoing, if you have elected to defer receipt of your shares, such cash payments shall instead be paid to you at the same time as the underlying shares are payable to you in accordance the terms hereof and your deferral election.
6. **Deferral.** If permitted by the Administrator, the issuance of the Common Stock issuable with respect to this Award may be deferred upon such terms and conditions as determined by the Administrator, subject to the Administrator's determination that any such right of deferral or any term thereof complies with applicable laws or regulations in effect from time to time. If you are located outside the U.S., you will not be permitted to elect to defer the settlement of your Restricted Stock Units.
7. **Nontransferable.** You may not sell, assign, pledge, encumber or otherwise transfer any interest in the Restricted Stock Units or the right to receive dividend equivalents thereon.

8. **Other Restrictions.** The issuance of Common Stock under this Award is subject to compliance by the Company and you with all applicable legal requirements applicable thereto and with all applicable regulations of any stock exchange on which the Common Stock may be listed at the time of issuance. The Company may delay the issuance of shares of Common Stock under this Award to ensure at the time of issuance there is a registration statement for the shares in effect under the Securities Act of 1933.
9. **Additional Provisions.** This Award is subject to the provisions of the Plan. Capitalized terms not defined in this Award are used as defined in the Plan. If the Plan and this Award are inconsistent, the provisions of the Plan will govern, except as specifically provided herein. Interpretations of the Plan and this Award by the Committee are binding on you and the Company.
10. **No Employment Agreement.** Neither the award to you of the Restricted Stock Units nor the delivery to you of this Award or any other document relating to the Restricted Stock Units will confer on you the right to continued employment or service or be interpreted as forming an employment or service contract with the Company or any Subsidiary.
11. **Tax Withholding.** You acknowledge that, regardless of any action taken by the Company, the ultimate liability for any or all income tax, social insurance contributions, payroll tax or other tax-related items related to your participation in the Plan and legally applicable to you (“Tax-Related Items”) is and remains your responsibility and may exceed the amount, if any, withheld by the Company. You further acknowledge that the Company (1) makes no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award and (2) does not commit to structure the terms of the grant or any aspect of the Award to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you are subject to Tax-Related Items in more than one jurisdiction between the Grant Date and the date of any relevant taxable or tax withholding event, as applicable, you acknowledge that the Company and/or one of its foreign Subsidiaries or Affiliates may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

As a condition of this Award, you agree to pay or make adequate arrangements satisfactory to the Company to satisfy all withholding obligations, if any, of the Company by the applicable due date.

If the Company determines to withhold taxes, you agree that the Company may satisfy such withholding by any or a combination of the following methods: (i) by requiring you to pay such amount in cash or check; (ii) by deducting such amount out of any other compensation otherwise payable to you; (iii) by the Company withholding a number of shares issuable in respect of the Award having a fair market value equal to the amount of Tax-Related Items that the Company determines it is required to withhold; and/or (iv) arranging for the Company’s designated broker (if any, or any broker acceptable to the Company) to sell shares having a fair market value equal to the amount of Tax-Related Items that the Company determines it is required to withhold (and, in the case of using the Company’s designated broker, you authorize such sale by accepting the terms of this Award). If the obligation for Tax-Related Items is satisfied by withholding in shares, for tax purposes, you are deemed to have been issued the full number of shares subject to the vested Award, notwithstanding that a number of the shares are held back solely for the purpose of paying the Tax-Related Items.

If the Tax-Related Items are not satisfied for any reason or if you otherwise fail to comply with your obligations in connection with the Tax-Related Items as described in this section, the Company may refuse to deliver the shares pursuant to this Award.

12. **Data Protection (Applicable Only If You Are Located Outside the U.S.)** *You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this document by and among the Company and its Subsidiaries for the exclusive purpose of implementing, administering and managing your participation in the Plan.*

You understand that the Company and its Subsidiaries hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance

number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all awards or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in your favor, for the purpose of implementing, administering and managing the Plan ("Data"). You understand that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in your country or elsewhere, including outside the European Economic Area, and that the recipient's country may have different data privacy laws and protections than your country. You understand that you may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You authorize the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing your participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom you may elect to deposit any shares of stock pursuant to this Award. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan, including any deferral election thereunder. You understand that you may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your employment status (if any) or service and career with the Company or your employer will not be adversely affected; the only adverse consequence of refusing or withdrawing your consent is that the Company would not be able to grant you Restricted Stock Units or other equity awards or administer or maintain such awards. Therefore, you understand that refusing or withdrawing your consent may affect your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.

13. **Governing Law and Venue.** The Award and the provisions of this Agreement are governed by, and subject to, the laws of the State of California without regard to the conflict of law provisions, as provided in the Plan. Further, for purposes of any action, lawsuit or other proceedings brought to enforce this Agreement, relating to it, or arising from it, the parties hereby submit to and consent to the sole and exclusive jurisdiction of the courts of San Francisco County, California, or the federal courts for the United States for the Northern District of California, and no other courts, where this grant is made and/or to be performed.
14. **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
15. **Severability and Waiver.** The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable. Further, you acknowledge that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by you or any other Plan participant.
16. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on your participation in the Plan, on the Award and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.
17. **No Advice.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan or your acquisition or sale of Common Shares. You are hereby advised to consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

18. **Address for Notices.** Any notice to be given to the Company under the terms of this Agreement will be addressed to the Company, in care of its Stock Plan Administrator, at 3250 Van Ness Avenue, San Francisco, CA 94109 USA, or at such other address as the Company may hereafter designate in writing.

[INSERT SIGNATURE LINE FOR PEOPLE OUTSIDE OF U.S.]

Revised for grants on or after April 22, 2014

**WILLIAMS-SONOMA, INC. 2001 LONG-TERM INCENTIVE PLAN
RESTRICTED STOCK UNIT AWARD AGREEMENT
FOR GRANTS TO EMPLOYEES (“AGREEMENT”)**

Name: _____ **Number of RSUs:** _____

Grant Date: _____ **Grant Date FMV:** _____

1. **Award.** Williams-Sonoma, Inc. (the “Company”), has awarded you the number of Restricted Stock Units indicated above (“Award”). Each Restricted Stock Unit entitles you to receive one share of Common Stock of the Company upon the terms and subject to the conditions set forth in the Company’s 2001 Long-Term Incentive Plan (the “Plan”) and this Award. Prior to the distribution of any shares, this Award represents an unsecured obligation, payable only from the general assets of the Company.

Except as specified herein, shares of Common Stock will be issued to you or, in case of your death, your beneficiary designated in accordance with the procedures specified by the Administrator on or shortly following the Vesting Date. If at the time of your death, there is not an effective beneficiary designation on file or you are not survived by your designated beneficiary, the shares will be issued to the legal representative of your estate or other beneficiary as determined under applicable law.

2. **Vesting.** Subject to any acceleration provisions contained in the Plan or this Agreement, the Restricted Stock Units subject to this Award will vest as follows:

[FOR NON-SECTION 16 OFFICERS/EVPS INSERT: 25% on each anniversary of the Grant Date over four years (“Vesting Dates”), subject to your continued employment with the Company or one of its affiliates through each relevant Vesting Date.]

[FOR SECTION 16 OFFICERS AND EVPS INSERT: Vesting of this Award is conditioned upon the Company achieving positive net cash provided by operating activities for fiscal 2014 as provided on the Company’s final audited consolidated statements of cash flows for fiscal 2014, subject to adjustments, if any, as set forth in resolutions of the Compensation Committee of the Board, dated April XX, 2014 (the “Performance Goal”) and as certified by the Compensation Committee of the Board. If the Performance Goal has been achieved, 25% of this Award will vest on each anniversary of the Grant Date over four years (“Vesting Dates”), subject to your continued employment with the Company or one of its affiliates through each relevant Vesting Date.]

[ALTERNATIVE VESTING SCHEDULES AVAILABLE TO THE COMPENSATION COMMITTEE AND INCENTIVE AWARD COMMITTEE (CHOOSE ONE OF THE FOLLOWING):

- 50% on the two year anniversary of the Grant Date and 50% on four year anniversary of the Grant Date (“Vesting Dates”), subject to your continued employment with the Company or one of its affiliates through each relevant Vesting Date.
- 50% on the three year anniversary of the Grant Date and 50% on four year anniversary of the Grant Date (“Vesting Dates”), subject to your continued employment with the Company or one of its affiliates through each relevant Vesting Date.
- 100% on the four year anniversary of the Grant Date (“Vesting Date”), subject to your continued employment with the Company or one of its affiliates through the Vesting Date.]

Subject to the provisions of Sections 6, 13 and 14, shares of Common Stock will be issued in payment of the Award as soon as practicable upon or after each Vesting Date (but in each such case no later than sixty (60) days following the Vesting Date), net of shares of Common Stock withheld by the Company to satisfy the minimum statutorily required federal, state, foreign and local tax withholding obligations, as provided in Section 10. You will have no right to receive shares under this Award unless and until the Restricted Stock Units vest.

3. Termination Of Employment.

- (a) If you cease to be employed due to your death or Disability (as defined below), then as of the first business day of the month following the date of termination of your employment, you will vest in the number of unvested Restricted Stock Units equal to the Pro Rata Number (as defined below). In such event, the Pro Rata Number of shares underlying the remaining Restricted Stock Units shall be delivered as of the first business day of the month following the date of termination of your employment, subject to the provisions of Sections 6, 13 and 14 below. The “Pro Rata Number” is defined as:

25% of the number of Restricted Stock Units subject to this Award multiplied by a fraction, the numerator of which is the number of full calendar months you continued employment with the Company from the most recently completed Vesting Date (or from the Grant Date for ceases of employment within twelve months of the Grant Date) through and including your termination date, and the denominator of which is 12. [NOTE: ADJUST, AS NECESSARY FOR ALTERNATIVE VESTING SCHEDULES.]

“Disability” is defined as any one or more of the following: (i) your being unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to last for a continuous period of not less than twelve (12) months; (ii) you are, by reason of any 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 twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under the Company’s accident and health plan covering the Company’s employees; or (iii) you have been determined to be totally disabled by the Social Security Administration.

- (b) If you cease to be employed due to your Retirement (as defined below), then as of the first business day of the month following the date of termination of your employment, you will become immediately vested in any Restricted Stock Units that have not previously vested. In such event, all shares underlying any remaining Restricted Stock Units shall be delivered as of the first business day of the month following the date of termination of your employment, subject to the provisions of Sections 6, 13 and 14 below.

“Retirement” is defined as your termination of employment for a reason other than Disability or death subsequent to your having attained age 70 and having been employed by the Company or one of its affiliate for at least 15 years. Notwithstanding the preceding sentence, a termination will not be considered a Retirement if you are terminated for “Cause” by the Company or one of its affiliates. For this purpose, “Cause” shall be defined as (i) embezzlement, theft or misappropriation by you of any property of any of the Company or its affiliates; (ii) your breach of any fiduciary duty to the Company or its affiliates; (iii) your failure or refusal to comply with laws or regulations applicable to the Company or its affiliates and their businesses or the policies of the Company and its affiliates governing the conduct of its employees or directors; (iv) your gross incompetence in the performance of your job duties; (v) commission by you of a felony or of any crime involving moral turpitude, fraud or misrepresentation; (vi) your failure to perform duties consistent with a commercially reasonable standard of care; (vii) your failure or refusal to perform your job duties or to perform specific directives of your supervisor or designee, or the senior officers or Board of Directors of the Company; or (viii) any gross negligence or willful misconduct by you resulting in loss to the Company or its affiliates, or damage to the reputation of the Company or its affiliates.

- (c) If you cease to be employed other than due to a termination described in (a) or (b) above, and except as provided otherwise in a Company plan or individual agreement covering you, all then unvested Restricted Stock Units (including dividend equivalents, if any) awarded hereby shall immediately

terminate without notice to you and shall be forfeited. For the purposes of this Agreement, termination of employment shall be considered to be the last day of your active service for the Company and its affiliates and such termination of employment date shall not be extended by any notice of termination period (or garden leave) required under applicable local law.

4. **No Employment Agreement.** Neither the Award nor the delivery to you of this Agreement or any other document relating to the Restricted Stock Units will confer on you the right to continued employment with or other service to the Company or any Parent or Subsidiary. You agree that this Agreement, the transactions contemplated hereunder and the vesting schedule set forth herein do not constitute an express or implied promise of continued employment or service for the vesting period, for any period, or at all, and will not interfere in any way with your right or the right of the Company (or the Parent or Subsidiary employing or retaining you) to terminate your employment or other service relationship at any time, with or without cause or notice provided compliant with applicable local law.
5. **[OPTIONAL (ADJUST SECTION REFERENCES IF DELETED): Dividend Equivalents.** During the period beginning on the Grant Date as indicated above and ending on the date that the Restricted Stock Unit is settled or terminates, whichever occurs first, you will accrue cash payments based on the cash dividend that would have been paid on the Restricted Stock Unit had the Restricted Stock Unit been an issued and outstanding share of Common Stock on the record date for the dividend. Such accrued dividends will vest and become payable upon the same terms and at the same time as the Restricted Stock Units to which they relate, including any delay in payment to which the related Restricted Stock Units may be subject pursuant to Sections 6 and 13 and will be paid in cash. Dividend equivalent payments will be net of federal, state, foreign and local withholding taxes to the extent such withholding is required.]
6. **Deferral.** If permitted by the Administrator, the issuance of the Common Stock issuable with respect to this Award may be deferred upon such terms and conditions as determined by the Administrator, subject to the Administrator's determination that any such right of deferral or any term thereof complies with applicable laws or regulations in effect from time to time. If you are located outside the U.S., you will not be permitted to elect to defer the settlement of your Restricted Stock Units.
7. **Nontransferable.** You may not sell, assign, pledge, encumber or otherwise transfer any interest in the Restricted Stock Units or the right to receive dividend equivalents thereon.
8. **Other Restrictions.** The issuance of Common Stock under this Award is subject to compliance by the Company and you with all applicable legal requirements applicable thereto and with all applicable regulations of any stock exchange on which the Common Stock may be listed at the time of issuance. The Company may delay the issuance of shares of Common Stock under this Award to ensure at the time of issuance there is a registration statement for the shares in effect under the Securities Act of 1933.
9. **Additional Provisions.** This Award is subject to the provisions of the Plan. Capitalized terms not defined in this Award are used as defined in the Plan. If the Plan and this Award are inconsistent, the provisions of the Plan will govern, except as specifically provided herein. Interpretations of the Plan and this Award by the Committee are binding on you and the Company.
10. **Tax Withholding.** You acknowledge that, regardless of any action taken by the Company or, if different, your employer, the ultimate liability for any or all income tax, social insurance contributions, payroll tax or other tax-related items related to your participation in the Plan and legally applicable to you ("Tax-Related Items") is and remains your responsibility and may exceed the amount withheld by the Company or your employer. You further acknowledge that the Company and/or your employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award and (2) do not commit to structure the terms of the grant or any aspect of the Award to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you are subject to Tax-Related Items in more than one jurisdiction between the Grant Date and the date of any relevant taxable or tax withholding event, as applicable, you acknowledge that the Company and/or your employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

You agree that the Company may satisfy such withholding by any or a combination of the following methods: (i) by requiring you to pay such amount in cash or check; (ii) by deducting such amount out of any other compensation otherwise payable to you; (iii) by the Company withholding a number of shares

issuable in respect of the Award having a fair market value equal to the amount of Tax-Related Items that the Company determines it or your employer is required to withhold; and/or (iv) arranging for the Company's designated broker (if any, or any broker acceptable to the Company) to sell shares having a fair market value equal to the amount of Tax-Related Items that the Company determines it is required to withhold (and, in the case of using the Company's designated broker, you authorize such sale by accepting the terms of this Award). If the obligation for Tax-Related Items is satisfied by withholding in shares, for tax purposes, you are deemed to have been issued the full number of shares subject to the vested Award, notwithstanding that a number of the shares are held back solely for the purpose of paying the Tax-Related Items.

If the Tax-Related Items are not satisfied for any reason or if you otherwise fail to comply with your obligations in connection with the Tax-Related Items as described in this section, the Company may refuse to deliver the shares pursuant to this Award.

11. **Address for Notices.** Any notice to be given to the Company under the terms of this Agreement will be addressed to the Company, in care of its Stock Plan Administrator, at 3250 Van Ness Avenue, San Francisco, CA 94109 USA, or at such other address as the Company may hereafter designate in writing.

12. **Non-accrual of Rights.** In accepting your Award, you acknowledge that:

- the Plan is established voluntarily by the Company; it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan and this Award Agreement;
- the grant of your Award is voluntary and occasional and does not create any contractual or other right to receive future grants of awards, or benefits in lieu of awards, even if awards have been granted in the past;
- all decisions with respect to future Awards under the Plan, if any, will be at the sole discretion of the Company;
- you are voluntarily participating in the Plan;
- the Award and the shares of Common Stock subject to the Award are not intended to replace any pension rights or compensation;
- the Award and the shares of Common Stock subject to the Award, and the income and value of same, are not part of normal or expected compensation or salary for any purpose, including, but not limited to, for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;
- the future value of the shares of Common Stock subject to your Award is unknown, indeterminable and cannot be predicted with certainty;
- no claim or entitlement to compensation or damages shall arise from forfeiture of the Award resulting from the termination of your employment or other service relationship (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or the terms of your employment or service agreement, if any), and in consideration of the grant of the Award to which you are otherwise not entitled, you irrevocably agree never to institute any such claim against the Company or any Subsidiary, waive your ability, if any, to bring any such claim, and release the Company and all Subsidiaries from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, you shall be deemed irrevocably to have agreed not to pursue such claim and agree to execute any and all documents necessary to request dismissal or withdrawal of such claim;
- unless otherwise provided in the Plan or determined by the Company in its discretion, the Award and the benefits evidenced by this Award Agreement do not create any entitlement to have the Award or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company; and
- you acknowledge and agree that neither the Company nor any Subsidiary shall be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of the Award or of any amounts due to you pursuant to the settlement of the Award, the payment of dividend equivalents or the subsequent sale of any shares of Common Stock acquired upon settlement.

13. **409A Settlement Provisions.** *Please note Sections 13 and 14 are applicable only to U.S. taxpayers.* Notwithstanding anything in the Plan or this Agreement to the contrary, if the vesting of the balance, or some lesser portion of the balance, of the Restricted Stock Units is accelerated in connection with your Retirement or other termination of employment (provided that such termination is a “separation from service” within the meaning of Section 409A, as determined by the Company), other than due to death, and if (x) you are a “specified employee” within the meaning of Section 409A at the time of such termination and (y) the payment of such accelerated Restricted Stock Units will result in the imposition of additional tax under Section 409A if paid to you on or within the six (6) month period following your termination of employment, then the payment of such accelerated Restricted Stock Units otherwise payable to you during such six (6) month period will accrue and will be paid to you on the date six (6) months and one (1) day following the date of your termination of employment, unless you die following your termination of employment, in which case, the Restricted Stock Units will be paid in shares of Common Stock to your estate as soon as practicable following your death. It is the intent of this Agreement to comply with, or be exempt from, the requirements of Section 409A so that none of the Restricted Stock Units provided under this Agreement or shares of Common Stock issuable thereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply or be exempt. For purposes of this Agreement, “Section 409A” means Section 409A of the Internal Revenue Code of 1986, as amended, and any proposed, temporary or final Treasury Regulations and Internal Revenue Service guidance thereunder, as each may be amended from time to time.

14. **Transactions.**

- (a) **Section 409A Change of Control.** In the event of a Transaction that qualifies as a change in the ownership or effective control of the Company or a change in the ownership of a substantial portion of the Company’s assets, each within the meaning of Section 409A (each, a “409A Change of Control”):
- (i) **Following Share Deferral.** If you have elected to defer receipt of your shares of Common Stock such that this Award is subject to Section 409A:
 - (x) **Vested Deferred Shares.** With respect to the then-vested but deferred shares of Common Stock subject to this Award, if the Award is not assumed or substituted for as provided in Section 17 of the Plan, your shares of Common Stock (or the per share consideration received by a majority of the holders of such Common Stock in such Transaction) payable to you in connection with this portion of the Award will be delivered to you as soon as practicable following the date on which such Transaction is consummated, within sixty (60) days of the consummation of the Transaction (or, if required for compliance with Section 409A, in accordance with the applicable deferral election and the provisions hereof that apply thereunder), subject to Section 13 hereof.
 - (y) **Unvested Restricted Stock Units.** With respect to then-unvested Restricted Stock Units subject to this Award, if such portion of the Award is not assumed or substituted for as provided in Section 17 of the Plan, such portion of the Award will vest 100% immediately prior to its termination pursuant to Section 17 of the Plan, and your shares of Common Stock (or the per share consideration received by a majority of the holders of such Common Stock in such Transaction) payable to you in connection with this portion of the Award will be delivered to you as soon as practicable following the date on which such Transaction is consummated, within sixty (60) days of the consummation of the Transaction (or, if required for compliance with 409A, in accordance with the applicable deferral election and the provisions hereof that apply thereunder), subject to Section 13 hereof.

If the Award is assumed or substituted for as provided in Section 17 of the Plan, such portion of the Award shall continue to vest (or remain outstanding if already vested) in accordance with the terms of this Agreement and the Plan and be delivered to you in accordance with the applicable deferral election and the provisions hereof that apply thereunder (subject to Section 13 hereof).

- (ii) **Retirement Eligibility.** If this Award is subject to Section 409A by reason of your Retirement eligibility or any other reason, and you have not elected to defer receipt of your shares of Common Stock, then with respect to then-unvested Restricted Stock Units subject to this Award:
 - (x) If such portion of the Award is not assumed or substituted for as provided in Section 17 of the Plan, such portion of the Award will vest 100% immediately prior to its termination pursuant to Section 17 of the Plan, and all the shares of Common Stock (or the per share consideration received by a majority of the holders of such Common Stock in such Transaction) payable to you in connection with this portion of the Award will be delivered to you as soon as practicable following the date on which such Transaction is consummated, within sixty (60) days of the consummation of the Transaction (or, if required for compliance with Section 409A, on the same dates specified under the terms of this Agreement including, but not limited to, Sections 2 and 3 hereof), subject to Section 13 hereof.
 - (y) If such portion of the Award is assumed or substituted for as provided in Section 17 of the Plan, such portion of the Award shall continue to vest in accordance with the terms of this Agreement and the Plan and be delivered to you on the same dates specified under the terms of this Agreement (including, but not limited to Sections 2, 3 and 13 hereof).
 - (iii) **Following Both Share Deferral and Retirement Eligibility.** If your Award is subject to Section 409A by reason of your Retirement eligibility and you have elected to defer receipt of your shares of Common Stock, such that this Award is subject to Section 409A, the provisions of Section 14(a)(i) (“Section 409A Change of Control – Following Share Deferral”) shall apply.
 - (iv) **No Deferral or Retirement Eligibility.** If you are not eligible for Retirement such that your Award is not subject to Section 409A and have not elected to defer receipt of your shares of Common Stock, and this Award is otherwise exempt from Section 409A, the then-unvested Restricted Stock Units subject to this Award will be treated pursuant to Section 17 of the Plan, subject to the provisions of Section 13 hereof.
- (b) **Non-Section 409A Change of Control.** In the event of a Transaction that does not qualify as a 409A Change of Control:
- (i) **Following Share Deferral.** If you have elected to defer receipt of your shares of Common Stock such that this Award is subject to Section 409A:
 - (x) **Vested Deferred Shares.** With respect to the then-vested but deferred shares of Common Stock subject to this Award, regardless of whether such portion of the Award is or is not assumed or substituted for as provided in Section 17 of the Plan, the shares of Common Stock (or the per share consideration received by a majority of the holders of such Common Stock in such Transaction) payable to you in connection with this portion of the Award will be delivered to you on the same dates specified in your deferral election and the provisions hereof that apply thereunder (subject to Section 13 hereof).
 - (y) **Unvested Restricted Stock Units.** With respect to then-unvested Restricted Stock Units subject to this Award:

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- (1) If such portion of the Award is not assumed or substituted for as provided in Section 17 of the Plan, such portion of the Award will vest 100% immediately prior to its termination pursuant to Section 17 of the Plan, but the shares of Common Stock (or the per share consideration received by a majority of the holders of such Common Stock in such Transaction) payable to you in connection with this portion of the Award will be delivered to you on the same dates specified in your deferral election and the provisions hereof that apply thereunder (subject to Section 13 hereof), in each case regardless of any acceleration of the vesting of such Restricted Stock Units which may occur in connection with the Transaction.
 - (2) If such portion of the Award is assumed or substituted for as provided in Section 17 of the Plan, such portion of the Award shall continue to vest in accordance with the terms of this Agreement and the Plan and be delivered to you in accordance with the applicable deferral election and the provisions hereof that apply thereunder (subject to Section 13 hereof).
- (ii) **Retirement Eligibility.** If this Award is subject to Section 409A by reason of your Retirement eligibility or any other reason, and you have not elected to defer receipt of your shares of Common Stock, then with respect to then-unvested Restricted Stock Units subject to this Award:
 - (x) If such portion of the Award is not assumed or substituted for as provided in Section 17 of the Plan, such portion of the Award will vest 100% immediately prior to its termination pursuant to Section 17 of the Plan, but the shares of Common Stock (or the per share consideration received by a majority of the holders of such Common Stock in such Transaction) payable to you in connection with this portion of the Award will be delivered to you on the same dates specified under the terms of this Agreement (including, but not limited to Sections 2, 3 and 13 hereof), regardless of any acceleration of the vesting of such Restricted Stock Units which may occur in connection with the Transaction.
 - (y) If such portion of the Award is assumed or substituted for as provided in Section 17 of the Plan, such portion of the Award shall continue to vest in accordance with the terms of this Agreement and the Plan and, regardless of any acceleration of the vesting of such Restricted Stock Units which may occur in connection with the Transaction, be delivered to you on the same dates specified under the terms of this Agreement (including, but not limited to Sections 2, 3 and 13 hereof).
 - (iii) **Following Both Share Deferral and Retirement Eligibility.** If this Award is subject to Section 409A by reason of your Retirement eligibility and you have elected to defer receipt of your shares of Common Stock, such that this Award is subject to Section 409A, the provisions of Section 14(b)(i) (“Non-Section 409A Change of Control – Following Share Deferral”) shall apply.
 - (iv) **No Deferral or Retirement Eligibility.** If you are not eligible for Retirement such that your Award is not subject to Section 409A and have not elected to defer receipt of your shares of Common Stock, and this Award is otherwise exempt from Section 409A, the then-unvested Restricted Stock Units subject to this Award will be treated pursuant to Section 17 of the Plan, subject to the provisions of Section 13 hereof.
15. **Governing Law and Venue.** The Award and the provisions of this Agreement are governed by, and subject to, the laws of the State of California without regard to the conflict of law provisions, as provided in the Plan. Further, for purposes of any action, lawsuit or other proceedings brought to enforce this Agreement, relating to it, or arising from it, the parties hereby submit to and consent to the sole and exclusive jurisdiction of the courts of San Francisco County, California, or the federal courts for the United States for the Northern District of California, and no other courts, where this grant is made and/or to be performed.

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16. **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
 17. **Severability and Waiver.** The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable. Further, you acknowledge that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by you or any other Plan participant.
 18. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on your participation in the Plan, on the Award and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.
 19. **No Advice.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan or your acquisition or sale of Common Shares. You are hereby advised to consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.
 20. **Language.** If Employee has received this Agreement or any other document related to the Plan translated into a language other than English and if the translated version is different than the English version, the English version will control.
 21. **Country-Specific Appendix.** Notwithstanding any provisions in this Agreement or the Plan, the grant of Restricted Stock Units shall be subject to any special terms and conditions as set forth in the Appendix to this Agreement for your country of residence. Moreover, if you relocate to one of the countries included in the Appendix, the special terms and conditions for such country will apply to you to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. The Appendix constitutes part of this Agreement.

[INSERT SIGNATURE LINE FOR PEOPLE OUTSIDE OF U.S.]

Revised for grants on or after April 22, 2014

CERTIFICATION

I, Laura J. Alber, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Williams-Sonoma, 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 officer 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 disclosure 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 officer 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.

Date: June 12, 2014

By: /s/ Laura J. Alber
Laura J. Alber
Chief Executive Officer

CERTIFICATION

I, Julie P. Whalen, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Williams-Sonoma, 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 officer 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 disclosure 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 officer 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.

Date: June 12, 2014

By: /s/ Julie P. Whalen
Julie P. Whalen
Chief Financial Officer

**CERTIFICATION BY CHIEF EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q for the period ended May 4, 2014 of Williams-Sonoma, Inc. (the "Company") as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Laura J. Alber, 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 requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of and for the periods presented in the Report.

By: /s/ Laura J. Alber
Laura J. Alber
Chief Executive Officer

Date: June 12, 2014

**CERTIFICATION BY CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q for the period ended May 4, 2014 of Williams-Sonoma, Inc. (the "Company") as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Julie P. Whalen, 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 requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of and for the periods presented in the Report.

By: /s/ Julie P. Whalen
Julie P. Whalen
Chief Financial Officer

Date: June 12, 2014

