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FORM 10-Q

WILLIAMS SONOMA INC - WSM

Filed: September 07, 2012 (period: July 29, 2012)

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 July 29, 2012

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

94-2203880

(State or other jurisdiction of incorporation or organization)

(I.R.S. Employer Identification No.)

3250 Van Ness Avenue, San Francisco, CA

94109

(Address of principal executive offices)

(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 definition 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 August 26, 2012, 98,425,880 shares of the registrant's Common Stock were outstanding.

WILLIAMS-SONOMA, INC.
REPORT ON FORM 10-Q
FOR THE QUARTER ENDED JULY 29, 2012

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ITEM 1. FINANCIAL STATEMENTS

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

	Thirteen Weeks Ended		Twenty-Six Weeks Ended	
	July 29, 2012	July 31, 2011	July 29, 2012	July 31, 2011
<i>Dollars and shares in thousands, except per share amounts</i>				
Net revenues	\$ 874,283	\$ 814,750	\$ 1,691,897	\$ 1,585,575
Cost of goods sold	539,803	506,029	1,048,151	980,971
Gross margin	334,480	308,721	643,746	604,604
Selling, general and administrative expenses	264,377	244,636	524,320	488,819
Operating income	70,103	64,085	119,426	115,785
Interest (income) expense, net	(168)	69	(359)	70
Earnings before income taxes	70,271	64,016	119,785	115,715
Income taxes	26,891	24,707	45,689	44,791
Net earnings	\$ 43,380	\$ 39,309	\$ 74,096	\$ 70,924
Basic earnings per share	\$ 0.44	\$ 0.38	\$ 0.74	\$ 0.68
Diluted earnings per share	\$ 0.43	\$ 0.37	\$ 0.73	\$ 0.66
Shares used in calculation of earnings per share:				
Basic	99,209	104,467	99,815	104,795
Diluted	100,818	106,766	101,541	107,071

See Notes to Condensed Consolidated Financial Statements.

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

	Thirteen Weeks Ended		Twenty-Six Weeks Ended	
	July 29, 2012	July 31, 2011	July 29, 2012	July 31, 2011
<i>Dollars in thousands</i>				
Net earnings	\$ 43,380	\$ 39,309	\$ 74,096	\$ 70,924
Other comprehensive income, net of tax:				
Foreign currency translation adjustment	(1,374)	73	(301)	2,460
Comprehensive income	\$ 42,006	\$ 39,382	\$ 73,795	\$ 73,384

See Notes to Condensed Consolidated Financial Statements.

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

<i>Dollars and shares in thousands, except per share amounts</i>	July 29, 2012	January 29, 2012	July 31, 2011
ASSETS			
Current assets			
Cash and cash equivalents	\$ 336,550	\$ 502,757	\$ 424,634
Restricted cash	16,043	14,732	14,721
Accounts receivable, net	53,424	45,961	51,406
Merchandise inventories, net	616,355	553,461	556,628
Prepaid catalog expenses	39,362	34,294	41,663
Prepaid expenses	33,805	24,188	39,697
Deferred income taxes, net	91,728	91,744	85,690
Other assets	9,103	9,229	7,626
Total current assets	1,196,370	1,276,366	1,222,065
Property and equipment, net	743,915	734,672	735,129
Non-current deferred income taxes, net	11,483	12,382	32,381
Other assets, net	38,116	37,418	20,549
Total assets	\$1,989,884	\$ 2,060,838	\$ 2,010,124
LIABILITIES AND STOCKHOLDERS' EQUITY			
Current liabilities			
Accounts payable	\$ 201,905	\$ 218,329	\$ 196,843
Accrued salaries, benefits and other	85,598	111,774	78,488
Customer deposits	202,590	190,417	191,889
Income taxes payable	26,442	22,435	13,190
Current portion of long-term debt	1,652	1,795	1,542
Other liabilities	27,682	27,049	25,731
Total current liabilities	545,869	571,799	507,683
Deferred rent and lease incentives	178,996	181,762	195,691
Long-term debt	5,421	5,478	7,064
Other long-term obligations	49,131	46,537	49,499
Total liabilities	779,417	805,576	759,937
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; 98,687, 100,451 and 103,992 shares issued and outstanding at July 29, 2012, January 29, 2012 and July 31, 2011, respectively	987	1,005	1,040
Additional paid-in capital	488,336	478,720	478,024
Retained earnings	708,855	762,947	755,672
Accumulated other comprehensive income	12,289	12,590	15,451
Total stockholders' equity	1,210,467	1,255,262	1,250,187
Total liabilities and stockholders' equity	\$1,989,884	\$ 2,060,838	\$ 2,010,124

See Notes to Condensed Consolidated Financial Statements.

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

	Twenty-Six Weeks Ended	
	July 29, 2012	July 31, 2011
<i>Dollars in thousands</i>		
Cash flows from operating activities:		
Net earnings	\$ 74,096	\$ 70,924
Adjustments to reconcile net earnings to net cash provided by (used in) operating activities:		
Depreciation and amortization	65,318	65,899
Loss on sale/disposal of assets	794	646
Impairment of assets	0	172
Amortization of deferred lease incentives	(13,179)	(13,999)
Deferred income taxes	(5,843)	(4,830)
Tax benefit from exercise of stock-based awards	6,550	5,865
Stock-based compensation expense	15,092	12,256
Changes in:		
Accounts receivable	(6,953)	(9,048)
Merchandise inventories	(62,778)	(42,669)
Prepaid catalog expenses	(5,068)	(4,839)
Prepaid expenses and other assets	(10,533)	(17,262)
Accounts payable	(22,781)	(42,240)
Accrued salaries, benefits and other current and long-term liabilities	(22,658)	(46,523)
Customer deposits	12,218	(846)
Deferred rent and lease incentives	10,449	7,648
Income taxes payable	4,012	(28,885)
Net cash provided by (used in) operating activities	38,736	(47,731)
Cash flows from investing activities:		
Purchases of property and equipment	(69,608)	(62,525)
Restricted cash deposits	(1,311)	(2,209)
Other	(54)	(159)
Net cash used in investing activities	(70,973)	(64,893)
Cash flows from financing activities:		
Repurchase of common stock	(93,076)	(62,496)
Payment of dividends	(44,449)	(33,617)
Tax withholdings related to stock-based awards	(11,073)	(8,181)
Proceeds from exercise of stock-based awards	8,980	7,412
Excess tax benefit from exercise of stock-based awards	6,390	4,821
Repayments of long-term obligations	(200)	(66)
Other	(394)	(20)
Net cash used in financing activities	(133,822)	(92,147)
Effect of exchange rates on cash and cash equivalents	(148)	1,002
Net decrease in cash and cash equivalents	(166,207)	(203,769)
Cash and cash equivalents at beginning of period	502,757	628,403
Cash and cash equivalents at end of period	\$ 336,550	\$ 424,634

See Notes to Condensed Consolidated Financial Statements.

WILLIAMS-SONOMA, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
Twenty-Six Weeks Ended July 29, 2012 and July 31, 2011
(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 July 29, 2012 and July 31, 2011, the condensed consolidated statements of earnings and of comprehensive income for the thirteen and twenty-six weeks then ended, and the condensed consolidated statements of cash flows for the twenty-six 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 and twenty-six weeks then ended. Significant intercompany transactions and accounts have been eliminated. The condensed consolidated balance sheet as of January 29, 2012, 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 January 29, 2012.

The results of operations for the thirteen and twenty-six weeks ended July 29, 2012 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 January 29, 2012.

New Accounting Pronouncements

In June 2011, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2011-05, *Comprehensive Income (Topic 220): Presentation of Comprehensive Income*. This guidance revises the manner in which entities present comprehensive income in their financial statements. The new guidance removes the presentation options in previous guidance and requires entities to report components of comprehensive income in either (1) a continuous statement of comprehensive income or (2) two separate but consecutive statements. The new guidance does not change the items that must be reported in other comprehensive income. We adopted ASU 2011-05 in the first quarter of fiscal 2012 and have included two separate but consecutive statements.

NOTE B. BORROWING ARRANGEMENTS

Credit Facility

On June 22, 2012, we entered into a Second Amendment to the Fifth Amended and Restated Credit Agreement that renews and amends our existing credit facility and 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. The credit facility contains certain financial covenants, including a maximum leverage ratio (funded debt adjusted for lease and rent expense to earnings before interest, income tax, depreciation, amortization and rent expense “EBITDAR”), and covenants limiting our ability to dispose of assets, make acquisitions, be acquired (if a default would result from the acquisition), incur indebtedness, grant liens and make investments. As of July 29, 2012, we were in compliance with our financial covenants under the credit facility and, based on current projections, we expect to be in compliance throughout fiscal 2012. The credit facility

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matures on June 22, 2017, at which time all outstanding borrowings must be repaid and all outstanding letters of credit must be cash collateralized.

We may elect interest rates calculated at (i) Bank of America's prime rate (or, if greater, the average rate on overnight federal funds plus one-half of one percent, or a rate based on LIBOR plus one percent) plus a margin based on our leverage ratio, or (ii) LIBOR plus a margin based on our leverage ratio. During the thirteen and twenty-six weeks ended July 29, 2012 and July 31, 2011, we had no borrowings under the credit facility, and no amounts were outstanding as of July 29, 2012 or July 31, 2011. Additionally, as of July 29, 2012, \$8,670,000 in issued but undrawn standby letters of credit was outstanding under the credit facility. The standby letters of credit were issued to secure the liabilities associated with workers' compensation and other insurance programs.

Letter of Credit Facilities

As of July 29, 2012, we had three unsecured commercial letter of credit reimbursement facilities for a total of \$90,000,000. On August 31, 2012, we renewed these three facilities, each of which now matures on August 30, 2013. The letter of credit facilities contain covenants and provide for events of default that are consistent with our unsecured revolving line of credit. Interest on unreimbursed amounts under the letter of credit facilities accrues at the lender's prime rate (or if greater, the average rate on overnight federal funds plus one-half of one percent) plus 2.0%. As of July 29, 2012, an aggregate of \$21,890,000 was outstanding under the letter of credit facilities, which represents only a future commitment to fund inventory purchases to which we had not taken legal title. The latest expiration possible for any future letters of credit issued under the facilities is now January 27, 2014.

Long-Term Debt

As of July 29, 2012, we had \$7,073,000 of long-term debt obligations, consisting primarily of the bond-related debt associated with one of our Memphis-based distribution facilities. As of July 29, 2012, the carrying value of our long-term debt approximates fair value.

NOTE C. 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, deferred stock awards (collectively, "stock awards") and dividend equivalents up to an aggregate of 25,759,903 shares. As of July 29, 2012, there were 7,746,763 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 granted to employees generally vest over a period of four to five years. Stock awards granted to employees generally vest over a period of four years. 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 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 will be funded with the issuance of new shares.

Stock-Based Compensation Expense

We measure and record stock-based compensation expense in our consolidated financial statements for all employee stock-based awards using a fair value method. During the thirteen and twenty-six weeks ended July 29,

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2012, we recognized total stock-based compensation expense, as a component of selling, general and administrative expenses, of \$7,099,000 and \$15,092,000, respectively (including stock-based compensation expense of \$3,019,000 for the twenty-six weeks ended July 29, 2012, associated with the retirement of our former Executive Vice President, Chief Operating and Chief Financial Officer). During the thirteen and twenty-six weeks ended July 31, 2011, we recognized total stock-based compensation expense of \$7,029,000 and \$12,256,000, respectively.

Stock Options

The following table summarizes our stock option activity during the twenty-six weeks ended July 29, 2012:

	Shares
Balance at January 29, 2012	934,696
Granted	0
Exercised	(309,006)
Canceled	(680)
Balance at July 29, 2012 (100% vested)	625,010

Stock-Settled Stock Appreciation Rights

The following table summarizes our stock-settled stock appreciation right activity during the twenty-six weeks ended July 29, 2012:

	Shares
Balance at January 29, 2012	3,941,642
Granted	0
Converted into common stock	(635,455)
Canceled	(181,213)
Balance at July 29, 2012	3,124,974
Vested at July 29, 2012	1,332,811
Vested and expected to vest at July 29, 2012	2,483,470

Restricted Stock Units

The following table summarizes our restricted stock unit activity during the twenty-six weeks ended July 29, 2012:

	Shares
Balance at January 29, 2012	2,293,851
Granted	1,082,308
Released	(369,285)
Canceled	(292,984)
Balance at July 29, 2012	2,713,890
Vested and expected to vest at July 29, 2012	1,918,801

NOTE D. 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 consisting of shares

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subject to stock-based awards with exercise prices less than or equal to the average market price of our common stock for the period, 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 July 29, 2012			
Basic	\$ 43,380	99,209	\$ 0.44
Effect of dilutive stock-based awards		1,609	
Diluted	\$ 43,380	100,818	\$ 0.43
Thirteen weeks ended July 31, 2011			
Basic	\$ 39,309	104,467	\$ 0.38
Effect of dilutive stock-based awards		2,299	
Diluted	\$ 39,309	106,766	\$ 0.37
Twenty-six weeks ended July 29, 2012			
Basic	\$ 74,096	99,815	\$ 0.74
Effect of dilutive stock-based awards		1,726	
Diluted	\$ 74,096	101,541	\$ 0.73
Twenty-six weeks ended July 31, 2011			
Basic	\$ 70,924	104,795	\$ 0.68
Effect of dilutive stock-based awards		2,276	
Diluted	\$ 70,924	107,071	\$ 0.66

Stock-based awards of 1,667,000 and 1,530,000 for the thirteen weeks ended and 1,600,000 and 1,697,000 for the twenty-six weeks ended July 29, 2012 and July 31, 2011, respectively, were not included in the computation of diluted earnings per share, as their inclusion would be anti-dilutive.

NOTE E. 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, Williams-Sonoma Home and Rejuvenation) and sells our products through our six e-commerce websites (williams-sonoma.com, potterybarn.com, potterybarnkids.com, pbteen.com, westelm.com and rejuvenation.com) and seven direct mail catalogs (Williams-Sonoma, Pottery Barn, Pottery Barn Kids, Pottery Barn Bed and Bath, PBteen, West Elm and Rejuvenation). The retail segment has five merchandising concepts which sell products for the home (Williams-Sonoma, Pottery Barn, Pottery Barn Kids, West Elm and Rejuvenation). The five 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 major concepts within each reportable segment 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.

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We use earnings before unallocated corporate overhead, interest and taxes to evaluate segment profitability. Unallocated costs before interest and income taxes include corporate employee-related costs, occupancy expenses (including depreciation expense), administrative costs and third party service costs, primarily in our corporate systems, corporate facilities and other administrative 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 segment has not been included as taxes are calculated at a company-wide level and are not allocated to each segment.

Segment Information

<i>Dollars in thousands</i>	Direct-to-Customer	Retail	Unallocated	Total
Thirteen weeks ended July 29, 2012				
Net revenues ¹	\$ 414,361	\$ 459,922	\$ 0	\$ 874,283
Depreciation and amortization expense	5,677	17,497	9,350	32,524
Operating income	95,223	38,602	(63,722)	70,103
Capital expenditures	7,482	16,808	17,499	41,789
Thirteen weeks ended July 31, 2011				
Net revenues ¹	\$ 368,041	\$ 446,709	\$ 0	\$ 814,750
Depreciation and amortization expense	4,951	19,791	8,279	33,021
Operating income ²	83,562	38,276	(57,753)	64,085
Capital expenditures	8,873	13,860	17,556	40,289
Twenty-six weeks ended July 29, 2012				
Net revenues ¹	\$ 788,768	\$ 903,129	\$ 0	\$ 1,691,897
Depreciation and amortization expense	11,294	35,556	18,468	65,318
Operating income ³	173,178	72,955	(126,707)	119,426
Assets ⁴	373,340	881,375	735,169	1,989,884
Capital expenditures	12,758	26,080	30,770	69,608
Twenty-six weeks ended July 31, 2011				
Net revenues ¹	\$ 712,162	\$ 873,413	\$ 0	\$ 1,585,575
Depreciation and amortization expense	10,063	39,401	16,435	65,899
Operating income ²	158,690	68,755	(111,660)	115,785
Assets ⁴	315,176	882,388	812,560	2,010,124
Capital expenditures	13,227	20,723	28,575	62,525

¹ Includes net revenues of approximately \$31.6 million and \$31.9 million for the thirteen weeks ended July 29, 2012 and July 31, 2011, respectively, and \$62.2 million and \$58.1 million for the twenty-six weeks ended July 29, 2012 and July 31, 2011, respectively, related to our foreign operations.

² Includes expenses in the retail channel of approximately \$0.8 million and \$2.3 million for the thirteen weeks and twenty-six weeks ended July 31, 2011, respectively, related to asset impairment and early lease termination charges for underperforming retail stores.

³ Unallocated costs include approximately \$7.0 million for employee separation charges primarily related to the retirement of our former Executive Vice President, Chief Operating and Chief Financial Officer.

⁴ Includes approximately \$26.5 million and \$26.0 million of long-term assets as of July 29, 2012 and July 31, 2011, respectively, related to our foreign operations.

NOTE F. 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

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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 G. STOCK REPURCHASE PROGRAM AND DIVIDEND POLICY

Stock Repurchase Program

In January 2012, our Board of Directors authorized a stock repurchase program to purchase up to \$225,000,000 of our common stock. During the thirteen weeks ended July 29, 2012, we repurchased 884,763 shares under this program at an average cost of \$35.43 per share and a total cost of \$31,343,000. During the twenty-six weeks ended July 29, 2012, we repurchased 2,529,271 shares under this program at an average cost of \$36.80 per share and a total cost of \$93,076,000. As of July 29, 2012, there remains an aggregate of \$62,500,000 available for repurchases under this 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. The stock repurchase program does not have an expiration date and may be limited or terminated at any time without prior notice.

During the thirteen weeks ended July 31, 2011, we repurchased 806,282 shares of our common stock at an average cost of \$38.75 per share and a total cost of \$31,246,000. During the twenty-six weeks ended July 31, 2011, we repurchased 1,566,508 shares of our common stock at an average cost of \$39.90 per share and a total cost of \$62,496,000 under programs previously authorized by our Board of Directors.

Dividend Policy

Our quarterly cash dividend was \$0.22 per common share for the thirteen weeks ended July 29, 2012. Our quarterly cash dividend may be limited or terminated at any time.

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 compliance with our bank covenants; our expectations regarding the overall economic characteristics and trends of each of our major concepts within each reportable segment; our beliefs regarding the resolution of current lawsuits, claims and proceedings; our expectations regarding our brands as we execute our strategies; the execution of our strategies; our investment in our key long-term growth initiatives; our focus on enhancements to the online shopping experience; the expansion of our global business, including expectations regarding the opening of additional franchised locations, the opening of our first company-operated stores outside of North America and our global e-commerce shipping capabilities; our focus on improving customer service and enhancing profitability; our plans and strategies to gain market share and improve profitability; our plans to leverage our multi-channel business model and grow our direct-to-customer business; our planned investments; our planned capital expenditures; statements related to selling, general and administrative expenses to support our growth strategies; our expected net revenues and diluted earnings per share for fiscal 2012; our expectations regarding our dividends and repurchases; our expectations regarding our effective tax rate for fiscal 2012 and the variability in our quarterly tax rates; our plans to use our cash resources to fund our inventory and inventory related

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purchases, advertising and marketing initiatives, purchases of property and equipment, stock repurchases and dividend payments; our belief that our cash on-hand, in addition to our available credit facilities, will provide adequate liquidity for our business operations over the next 12 months; our stock repurchase program; our estimates and assumptions in preparing our condensed consolidated financial statements; our beliefs regarding seasonal patterns associated with the retail and direct-to-customer industries; our potential use of foreign currency contracts; our expectations regarding demand for our products; our beliefs regarding guidance; and our expectations regarding our cash flow, 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 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

We are a multi-channel specialty retailer of high-quality products for the home. The direct-to-customer segment of our business sells our products through our six e-commerce websites (williams-sonoma.com, potterybarn.com, potterybarnkids.com, pbteen.com, westelm.com and rejuvenation.com) and seven direct-mail catalogs (Williams-Sonoma, Pottery Barn, Pottery Barn Kids, Pottery Barn Bed and Bath, PBteen, West Elm and Rejuvenation). Our e-commerce platform is available to customers worldwide, while our catalogs reach customers throughout the U.S. The retail segment of our business sells similar products through our five retail store concepts (Williams-Sonoma, Pottery Barn, Pottery Barn Kids, West Elm and Rejuvenation). Based on their contribution to our net revenues, our core brands are: Pottery Barn, which sells casual home furnishings; Williams-Sonoma, which sells cooking and entertaining essentials; and Pottery Barn Kids, which sells stylish children’s furnishings.

The following discussion and analysis of financial condition, results of operations, and liquidity and capital resources for the thirteen weeks ended July 29, 2012 (“second quarter of fiscal 2012”), as compared to the thirteen weeks ended July 31, 2011 (“second quarter of fiscal 2011”) and the twenty-six weeks ended July 29, 2012 (“year-to-date 2012”), as compared to the twenty-six weeks ended July 31, 2011 (“year-to-date 2011”), 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.

Second Quarter of Fiscal 2012 Financial Results

In the second quarter of fiscal 2012, our net revenues increased 7.3% to \$874,283,000 compared to \$814,750,000 in the second quarter of fiscal 2011 and comparable brand revenues increased 7.4%. Diluted earnings per share in the second quarter of fiscal 2012 increased to \$0.43, versus \$0.37 in the second quarter of fiscal 2011. We also ended the quarter with \$336,550,000 in cash after returning \$53,656,000 to our stockholders this quarter through stock repurchases and dividends.

Direct-to-customer net revenues in the second quarter of fiscal 2012 increased \$46,320,000, or 12.6%, compared to the second quarter of fiscal 2011. This increase was driven by growth across all brands, led by the Pottery Barn and West Elm brands, as well as incremental net revenues from Rejuvenation. E-commerce net revenues increased 13.9% to \$360,723,000 in the second quarter of fiscal 2012, compared to \$316,715,000 in the second quarter of fiscal 2011.

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Retail net revenues in the second quarter of fiscal 2012 increased \$13,213,000, or 3.0%, compared to the second quarter of fiscal 2011. This increase was primarily driven by the Pottery Barn and West Elm brands, partially offset by a decrease in the Williams-Sonoma brand and a 0.5% year-over-year reduction in retail leased square footage, including seven net fewer stores. Comparable store sales in the second quarter of fiscal 2012 increased 3.9% compared to 1.4% in the second quarter of fiscal 2011.

Pottery Barn and West Elm again performed well during the quarter. Pottery Barn Kids and PBteen experienced year-over-year revenue growth, and Williams-Sonoma improved its revenue trend versus the prior quarter.

In the Pottery Barn brand, comparable brand revenues increased 11.7% during the second quarter of fiscal 2012. All key categories, including furniture, textiles, accessories and tabletop, delivered strong growth during the quarter. West Elm comparable brand revenues increased 15.6% during the quarter, on top of 28.6% growth in the second quarter of fiscal 2011, driven by textiles, furniture, decorative accessories, and lighting. In the Williams-Sonoma brand, comparable brand revenues decreased 0.4% during the second quarter of fiscal 2012. In addition to the improvement in revenue trends we saw versus prior quarters, the Williams-Sonoma brand also saw sequential improvement in selling margins versus the prior quarter as we continue to introduce more innovative and exclusive products across all categories. Pottery Barn Kids comparable brand revenues increased 3.8% during the second quarter of fiscal 2012. Furniture, textiles, and decorative accessories all contributed to this performance. We also saw a strong consumer response to our expanded baby offering and registry, which are key initiatives of Pottery Barn Kids this year. PBteen comparable brand revenues increased 0.8% during the quarter, on top of 19.5% growth in the second quarter of fiscal 2011, and we saw strong consumer response to our textiles led by our dorm initiative and an early response to our Fall collections.

Second Quarter of Fiscal 2012 Operational Results

Throughout the second quarter of fiscal 2012, we continued to invest in our key long-term growth initiatives, including investments in e-commerce, supply chain, global expansion and business development.

In e-commerce, we implemented enhancements that further improve the shopping experience, including improving site navigation to accommodate our growing product assortment, making it easier for customers to find and buy our products online.

In supply chain, we continue to be focused on improving the customer experience while reducing costs, including continuing with our efforts to build quality into every phase of the design and manufacturing process.

In our global business, we announced that we will be opening our first company-operated stores outside of North America in early fiscal 2013, comprising four stores in Sydney, Australia. Also, through our franchise partner, two new stores were opened during the second quarter in Saudi Arabia, and the first Williams-Sonoma, West Elm and PBteen stores will be opening in the Middle East later this year.

Finally, with respect to our recently acquired business, Rejuvenation, we recently opened a new store in Berkeley, California, and continued with our integration of this brand into our company.

Fiscal 2012

As we look forward to the remainder of fiscal 2012, we are focused on the customer so that we can continue to deliver increased revenue and profitability, while simultaneously investing in our future. We also remain focused on executing against our key initiatives for 2012, including: to grow sales in each of our existing brands; to invest in the competitive strengths of our multi-channel business; to invest in our supply chain; to leverage our customer insights to fill white space; to answer the worldwide demand for our products by expanding the global presence of our brands; and to invest in the technologies that underlie all of these strategies.

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In order to support these long-term strategies, we expect our fiscal 2012 capital spending to be in the range of \$200,000,000 to \$220,000,000 and expect to invest \$15,000,000 to \$20,000,000 in incremental selling, general and administrative expenses. Including all of these investments, in fiscal 2012 (a 53-week year), we expect net revenues to increase in the range of 7% to 8% and diluted earnings per share to be in the range of \$2.40 to \$2.47 with more than \$240,000,000 expected to be returned to stockholders through stock repurchases and dividends.

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 retail 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 second quarter of fiscal 2012 and fiscal 2011, and year-to-date 2012 and 2011:

<i>Dollars in thousands</i>	Thirteen Weeks Ended				Twenty-Six Weeks Ended			
	July 29, 2012	% Total	July 31, 2011	% Total	July 29, 2012	% Total	July 31, 2011	% Total
Direct-to-customer net revenues	\$ 414,361	47.4%	\$ 368,041	45.2%	\$ 788,768	46.6%	\$ 712,162	44.9%
Retail net revenues	459,922	52.6%	446,709	54.8%	903,129	53.4%	873,413	55.1%
Net revenues	\$ 874,283	100.0%	\$ 814,750	100.0%	\$ 1,691,897	100.0%	\$ 1,585,575	100.0%

Net revenues in the second quarter of fiscal 2012 increased by \$59,533,000, or 7.3%, compared to the second quarter of fiscal 2011. This increase was driven by comparable brand revenue growth of 7.4%, including e-commerce net revenue growth of 13.9%, and a 3.9% increase in comparable store sales. These increased net revenues during the second quarter of fiscal 2012 were primarily driven by the Pottery Barn and West Elm brands, as well as incremental net revenues from Rejuvenation.

Net revenues for year-to-date 2012 increased by \$106,322,000, or 6.7%, compared to year-to-date 2011. This increase was driven by comparable brand revenue growth of 6.4%, including e-commerce net revenue growth of 12.8%, and a 4.3% increase in comparable store sales. These increased net revenues during year-to-date 2012 were driven by the Pottery Barn and West Elm brands, as well as incremental net revenues from Rejuvenation.

Comparable Brand Revenue Growth

Comparable brand revenue includes 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 also 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.

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

	Thirteen Weeks Ended		Twenty-Six Weeks Ended	
	July 29, 2012	July 31, 2011	July 29, 2012	July 31, 2011
<i>Comparable brand revenue growth (decline)</i>				
Pottery Barn	11.7%	3.4%	10.4%	5.6%
Williams-Sonoma ¹	(0.4%)	0.9%	(1.7%)	2.0%
Pottery Barn Kids	3.8%	7.6%	1.5%	9.2%
West Elm	15.6%	28.6%	18.7%	29.7%
PBteen	0.8%	19.5%	(2.2%)	13.8%
Total	7.4%	6.5%	6.4%	7.7%

¹ Williams-Sonoma excludes net revenues from Williams-Sonoma Home merchandise. Including Williams-Sonoma Home, comparable brand revenue growth (decline) for Williams-Sonoma was (1.5%) and 0.7% in the second quarter of fiscal 2012 and fiscal 2011, respectively, and (2.8%) and 1.8% for year-to-date 2012 and year-to-date 2011, respectively (Williams-Sonoma Home net revenues are included in the total).

DIRECT-TO-CUSTOMER NET REVENUES

	Thirteen Weeks Ended		Twenty-Six Weeks Ended	
	July 29, 2012	July 31, 2011	July 29, 2012	July 31, 2011
<i>Dollars in thousands</i>				
Direct-to-customer net revenues	\$414,361	\$368,041	\$788,768	\$712,162
Direct-to-customer net revenue growth	12.6%	13.0%	10.8%	12.8%
E-commerce net revenue growth	13.9%	18.4%	12.8%	19.5%
E-commerce net revenues as a percent of direct-to-customer net revenues	87.1%	86.1%	86.8%	85.2%

Direct-to-customer net revenues in the second quarter of fiscal 2012 increased \$46,320,000, or 12.6%, compared to the second quarter of fiscal 2011. This increase was driven by growth across all brands, led by the Pottery Barn and West Elm brands, as well as incremental net revenues from Rejuvenation. E-commerce net revenues increased 13.9% to \$360,723,000 in the second quarter of fiscal 2012, compared to \$316,715,000 in the second quarter of fiscal 2011.

Direct-to-customer net revenues for year-to-date 2012 increased \$76,606,000, or 10.8%, compared to year-to-date 2011. This increase was primarily driven by the Pottery Barn and West Elm brands, as well as incremental net revenues from Rejuvenation. In e-commerce, net revenues increased 12.8% to \$684,381,000 for year-to-date 2012, compared to \$606,523,000 for year-to-date 2011.

RETAIL NET REVENUES AND OTHER DATA

	Thirteen Weeks Ended		Twenty-Six Weeks Ended	
	July 29, 2012	July 31, 2011	July 29, 2012	July 31, 2011
<i>Dollars in thousands</i>				
Retail net revenues	\$ 459,922	\$ 446,709	\$ 903,129	\$ 873,413
Retail net revenue growth (decline)	3.0%	(0.7%)	3.4%	1.4%
Comparable store sales growth	3.9%	1.4%	4.3%	4.0%
Number of stores - beginning of period	575	589	576	592
Number of new stores	5	3	7	3
Number of new stores due to remodeling ¹	2	3	3	8
Number of permanently closed stores	(1)	(5)	(3)	(10)
Number of closed stores due to remodeling ¹	(2)	(4)	(4)	(7)
Number of stores - end of period	579	586	579	586
Store selling square footage at period-end	3,526,000	3,558,000	3,526,000	3,558,000
Store leased square footage ("LSF") at period-end	5,738,000	5,767,000	5,738,000	5,767,000

¹ Remodeled stores are defined as those stores temporarily closed and subsequently reopened during the year due to square footage expansion, store modification or relocation.

	Store Count			Avg. LSF Per Store			
	April 29, 2012	Openings	Closings	July 29, 2012	July 31, 2011	July 29, 2012	July 31, 2011
Williams-Sonoma	259	2	(2)	259	268	6,500	6,500
Pottery Barn	193	1	(1)	193	200	13,800	13,700
Pottery Barn Kids	82	1	-	83	83	8,100	8,200
West Elm	38	2	-	40	35	16,400	17,200
Rejuvenation	3	1	-	4	-	13,200	-
Total ¹	575	7	(3)	579	586	9,900	9,800

¹ Temporary "pop-up" stores, where lease terms are typically short-term in nature and are used to test new markets, are not included in the totals above as they are not considered permanent stores.

Retail net revenues in the second quarter of fiscal 2012 increased \$13,213,000, or 3.0%, compared to the second quarter of fiscal 2011. This increase was primarily driven by the Pottery Barn and West Elm brands, partially offset by a decrease in the Williams-Sonoma brand and a 0.5% year-over-year reduction in retail leased square footage, including seven net fewer stores. Comparable store sales in the second quarter of fiscal 2012 increased 3.9% compared to 1.4% in the second quarter of fiscal 2011.

Retail net revenues for year-to-date 2012 increased \$29,716,000, or 3.4%, compared to year-to-date 2011. This increase was primarily driven by the Pottery Barn and West Elm brands, partially offset by a decrease in the Williams-Sonoma brand and a 0.5% year-over-year reduction in retail leased square footage, including seven net fewer stores. Comparable store sales for year-to-date 2012 increased 4.3% compared to 4.0% for year-to-date 2011.

COST OF GOODS SOLD

	Thirteen Weeks Ended				Twenty-Six Weeks Ended			
	July 29, 2012	% Net Revenues	July 31, 2011	% Net Revenues	July 29, 2012	% Net Revenues	July 31, 2011	% Net Revenues
<i>Dollars in thousands</i>								
Cost of goods sold ¹	\$539,803	61.7%	\$506,029	62.1%	\$1,048,151	62.0%	\$980,971	61.9%

¹ Includes total occupancy expenses of \$124,492,000 and \$123,193,000 for the second quarter of fiscal 2012 and fiscal 2011, respectively, and \$249,679,000 and \$247,829,000 for year-to-date 2012 and year-to-date 2011, respectively.

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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 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.

Second Quarter of Fiscal 2012 vs. Second Quarter of Fiscal 2011

Cost of goods sold increased by \$33,774,000 or 6.7%, in the second quarter of fiscal 2012 compared to the second quarter of fiscal 2011. Cost of goods sold as a percentage of net revenues decreased to 61.7% in the second quarter of fiscal 2012 from 62.1% in the second quarter of fiscal 2011. This decrease was primarily driven by the leverage of fixed occupancy expenses due to increasing net revenues, partially offset by lower selling margins including increasing our shipping value to our customers.

In the direct-to-customer channel, cost of goods sold as a percentage of net revenues increased 80 basis points in the second quarter of fiscal 2012 compared to the second quarter of fiscal 2011. This increase as a percentage of net revenues was primarily driven by lower selling margins including increasing our shipping value to our customers, partially offset by the leverage of fixed occupancy expenses and a decrease in occupancy expense dollars.

In the retail channel, cost of goods sold as a percentage of net revenues decreased 70 basis points in the second quarter of fiscal 2012 compared to the second quarter of fiscal 2011. This decrease as a percentage of net revenues was primarily driven by a rate reduction in occupancy expenses and improved selling margins.

Year-to-Date 2012 vs. Year-to-Date 2011

Cost of goods sold for year-to-date 2012 increased by \$67,180,000, or 6.8%, compared to year-to-date 2011. Cost of goods sold as a percentage of net revenues increased to 62.0% for year-to-date 2012 from 61.9% for year-to-date 2011. This increase was primarily driven by lower selling margins including increasing our shipping value to our customers, partially offset by the leverage of fixed occupancy expenses due to increasing net revenues.

In the direct-to-customer channel, cost of goods sold as a percentage of net revenues increased 120 basis points for year-to-date 2012 compared to year-to-date 2011. This increase as a percentage of net revenues was primarily driven by lower selling margins including increasing our shipping value to our customers, partially offset by the leverage of fixed occupancy expenses due to increasing net revenues and a decrease in occupancy expense dollars.

In the retail channel, cost of goods sold as a percentage of net revenues decreased 40 basis points for year-to-date 2012 compared to year-to-date 2011. This decrease as a percentage of net revenues was primarily driven by a rate reduction in occupancy expenses.

SELLING, GENERAL AND ADMINISTRATIVE EXPENSES

<i>Dollars in thousands</i>	Thirteen Weeks Ended				Twenty-Six Weeks Ended			
	July 29, 2012	% Net Revenues	July 31, 2011	% Net Revenues	July 29, 2012	% Net Revenues	July 31, 2011	% Net Revenues
Selling, general and administrative expenses	\$264,377	30.2%	\$244,636	30.0%	\$524,320	31.0%	\$488,819	30.8%

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.

Second Quarter of Fiscal 2012 vs. Second Quarter of Fiscal 2011

Selling, general and administrative expenses increased by \$19,741,000, or 8.1%, in the second quarter of fiscal 2012 compared to the second quarter of fiscal 2011. Selling, general and administrative expenses as a percentage of net revenues increased to 30.2% in the second quarter of fiscal 2012 from 30.0% in the second quarter of fiscal 2011 (which included expense of \$518,000 from asset impairment and early lease termination charges for underperforming retail stores). This increase as a percentage of net revenues was primarily driven by higher employment costs, partially offset by greater advertising efficiency.

In the direct-to-customer channel, selling, general and administrative expenses as a percentage of net revenues decreased 100 basis points in the second quarter of fiscal 2012 compared to the second quarter of fiscal 2011. This decrease was primarily driven by greater advertising efficiency and lower general expenses, partially offset by higher employment costs.

In the retail channel, selling, general and administrative expenses as a percentage of net revenues increased 80 basis points in the second quarter of fiscal 2012 compared to the second quarter of fiscal 2011. This increase was primarily driven by higher employment costs.

Year-to-Date 2012 vs. Year-to-Date 2011

Selling, general and administrative expenses for year-to-date 2012 increased by \$35,501,000, or 7.3%, compared to year-to-date 2011. Including employee separation charges of \$6,935,000 primarily related to the retirement of our former Executive Vice President, Chief Operating and Chief Financial Officer, selling, general and administrative expenses as a percentage of net revenues increased to 31.0% for year-to-date 2012 from 30.8% for year-to-date 2011 (which included expense of \$2,040,000 from early lease termination charges for underperforming retail stores). This increase as a percentage of net revenues was primarily driven by higher employment costs including employee separation charges, partially offset by reductions in general expenses and greater advertising efficiency.

In the direct-to-customer channel, selling, general and administrative expenses as a percentage of net revenues decreased 80 basis points for year-to-date 2012 compared to year-to-date 2011. This decrease was primarily driven by greater advertising efficiency and reductions in general expenses, partially offset by higher employment costs.

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In the retail channel, selling, general and administrative expenses as a percentage of net revenues increased 20 basis points for year-to-date 2012 compared to year-to-date 2011. This increase was primarily driven by higher employment costs, partially offset by reductions in general expenses and a reduction in year-over-year asset impairment and early lease termination charges for underperforming retail stores.

INCOME TAXES

The effective rate was 38.1% for year-to-date 2012 and 38.7% for year-to-date 2011.

We expect the effective tax rate to be in the range of 38.2% to 38.6% for fiscal 2012. Throughout the year, we expect that there could be ongoing variability in our quarterly tax rates due to volatility in earnings in addition to taxable events that occur and tax exposures that are re-evaluated.

LIQUIDITY AND CAPITAL RESOURCES

As of July 29, 2012, we held \$336,550,000 in cash and cash equivalent funds, the majority of which are held in money market funds, interest-bearing demand deposit accounts and highly liquid U.S. Treasury bills. 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 2012, we plan to use our cash resources to fund our inventory and inventory related purchases, advertising and marketing initiatives, purchases of property and equipment, stock repurchases and dividend payments. In addition to the current 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 and twenty-six weeks ended July 29, 2012 and July 31, 2011, we had no borrowings under the credit facility, and no amounts were outstanding as of July 29, 2012 or July 31, 2011. However, as of July 29, 2012, \$8,670,000 in issued but undrawn standby letters of credit was outstanding under the credit facility. Additionally, as of July 29, 2012, we had three unsecured letter of credit reimbursement facilities for a total of \$90,000,000, of which an aggregate of \$21,890,000 was outstanding. On August 31, 2012, we renewed all three of our letter of credit facilities for the same amount and each of these facilities now mature on August 30, 2013. 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 bank covenants and, based on our current projections, we expect to remain in compliance throughout fiscal 2012. 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.

For year-to-date 2012, net cash provided by operating activities was \$38,736,000 compared to net cash used in operating activities of \$47,731,000 for year-to-date 2011. For year-to-date 2012 net cash provided by operating activities was primarily attributable to net earnings and an increase in customer deposits and deferred rent and lease incentives, partially offset by an increase in merchandise inventories. This represents an increase in net cash provided compared to the use of cash for year-to-date 2011 primarily due to the timing of payments and expenditures, resulting in less cash needed to pay income taxes payable, accrued salaries, benefits and other expenses and accounts payable, partially offset by an increase in inventory purchases.

For year-to-date 2012, net cash used in investing activities was \$70,973,000 compared to net cash used in investing activities of \$64,893,000 for year-to-date 2011. For year-to-date 2012, net cash used in investing activities was primarily attributable to purchases of property and equipment of \$69,608,000, comprised of \$29,631,000 for systems development projects (including e-commerce websites), \$20,604,000 for stores and \$19,373,000 for distribution, facility infrastructure and other projects. This represents an increase in net cash used compared to year-to-date 2011 primarily due to an increase in the purchases of property and equipment.

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For fiscal 2012, we anticipate investing \$200,000,000 to \$220,000,000 in the purchase of property and equipment, primarily for systems development projects (including e-commerce websites), the construction of new, remodeled or expanded stores, as well as distribution center and other infrastructure projects.

For year-to-date 2012, net cash used in financing activities was \$133,822,000 compared to net cash used in financing activities of \$92,147,000 for year-to-date 2011. Net cash used in financing activities for year-to-date 2012 and compared to year-to-date 2011 was primarily attributable to the repurchase of common stock and the payment of dividends.

Stock Repurchase Program

See section titled Unregistered Sales of Equity Securities And Use of Proceeds within Part II, Item 2 of this Quarterly Report on Form 10-Q for further information.

Dividend Policy

Our quarterly cash dividend was \$0.22 per common share for the second quarter of fiscal 2012, for an annual cash dividend, subject to capital availability, of \$0.88 per share. Our quarterly cash dividend may be limited or terminated at any time.

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 second quarter of fiscal 2012, there have been no significant changes to the critical accounting policies discussed in our Annual Report on Form 10-K for the year ended January 29, 2012.

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 December, and levels of net revenues and net earnings have generally been significantly lower during the period from January through September. We believe this is the general pattern associated with the retail and direct-to-customer industries. In anticipation of our peak 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.

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Interest Rate Risk

As of July 29, 2012, our line of credit facility was the only instrument we held with a variable interest rate which could, if drawn upon, subject us to risks associated with changes in that interest rate. As of July 29, 2012, 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 July 29, 2012, our investments, made primarily in money market funds, interest-bearing demand deposit accounts and highly liquid U.S. Treasury bills, 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 3% 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 year-to-date 2012 and year-to-date 2011. 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, as of July 29, 2012, our retail stores in Canada and our limited operations in Asia and Europe, expose us to market risk associated with foreign currency exchange rate fluctuations. These exchange rate fluctuations have not been material to us in the past, however, as we continue to expand globally, we may enter into foreign currency contracts in the future to minimize any currency risk associated with our international operations. We did not enter into any foreign currency contracts during year-to-date 2012 or year-to-date 2011.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

As of July 29, 2012, 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 F to our Condensed Consolidated Financial Statements within Part I of this Form 10-Q.

ITEM 1A. RISK FACTORS

A description of the risks and uncertainties associated with our business is set forth below. You should carefully consider such risks and uncertainties, together with the other information contained in this report and in our other public filings. If any of such risks and uncertainties actually occurs, our business, financial condition or operating results could differ materially from the plans, projections and other forward-looking statements included in the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations" and elsewhere in this report and in our other public filings. In addition, if any of the following risks and uncertainties, or if any other risks and uncertainties, actually occurs, our business, financial condition or operating results could be harmed substantially, which could cause the market price of our stock to decline, perhaps significantly.

The changes in general economic conditions over the past few years, and the resulting impact on consumer confidence and consumer spending, could adversely impact our results of operations.

Our financial performance is subject to changes in general economic conditions and the impact of such economic conditions on levels of consumer confidence and consumer spending. Consumer confidence and consumer spending may deteriorate significantly, and could remain depressed for an extended period of time. Consumer purchases of discretionary items, including our merchandise, generally decline during periods when disposable income is limited, unemployment rates increase or there is economic uncertainty. An uncertain economic environment, such as the one we experienced during the 2008-2009 economic downturn, could cause our vendors to go out of business or our banks to discontinue lending to us or our vendors, or it could cause us to undergo additional restructurings, any of which would adversely impact our business and operating results.

We are unable to control many of the factors affecting consumer spending, and declines in consumer spending on home furnishings in general could reduce demand for our products.

Our business depends on consumer demand for our products and, consequently, is sensitive to a number of factors that influence consumer spending, including general economic conditions, consumer disposable income, fuel prices, recession and fears of recession, unemployment, war and fears of war, inclement weather, availability of consumer credit, consumer debt levels, conditions in the housing market, interest rates, sales tax rates and rate increases, inflation, consumer confidence in future economic conditions and political conditions, and consumer perceptions of personal well-being and security. In particular, the 2008-2009 economic downturn led to decreased discretionary spending, which adversely impacted our business. In addition, a decrease in home purchases has led and may continue to lead to decreased consumer spending on home products. These factors have affected our various brands and channels differently. Adverse changes in factors affecting discretionary consumer spending have reduced and may continue to further reduce consumer demand for our products, thus reducing our sales and harming our business and operating results.

If we are unable to identify and analyze factors affecting our business, anticipate changing consumer preferences and buying trends, and manage our inventory commensurate with customer demand, our sales levels and operating results may decline.

Our success depends, in large part, upon our ability to identify and analyze factors affecting our business and to anticipate and respond in a timely manner to changing merchandise trends and customer demands. For example, in the specialty home products business, style and color trends are constantly evolving. Consumer preferences cannot be predicted with certainty and may change between selling seasons. Changes in customer preferences

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and buying trends may also affect our brands differently. We must be able to stay current with preferences and trends in our brands and address the customer tastes for each of our target customer demographics. We must also be able to identify and adjust the customer offerings in our brands to cater to customer demands. For example, a change in customer preferences for children's room furnishings may not correlate to a similar change in buying trends for other home furnishings. If we misjudge either the market for our merchandise or our customers' purchasing habits, our sales may decline significantly or may be delayed while we work to fill backorders, and we may be required to mark down certain products to sell the resulting excess inventory or to sell such inventory through our outlet stores or other liquidation channels at prices which are significantly lower than our retail prices, either of which would negatively impact our business and operating results.

In addition, we must manage our inventory effectively and commensurate with customer demand. Much of our inventory is sourced from vendors located outside of the United States. Thus, we usually must order merchandise, and enter into contracts for the purchase and manufacture of such merchandise, up to twelve months in advance of the applicable selling season and frequently before trends are known. The extended lead times for many of our purchases may make it difficult for us to respond rapidly to new or changing trends. Our vendors also may not have the capacity to handle our demands or may go out of business in times of economic crisis. In addition, the seasonal nature of the specialty home products business requires us to carry a significant amount of inventory prior to peak selling season. As a result, we are vulnerable to demand and pricing shifts and to misjudgments in the selection and timing of merchandise purchases. If we do not accurately predict our customers' preferences and acceptance levels of our products, our inventory levels will not be appropriate, and our business and operating results may be negatively impacted.

Our dependence on foreign vendors and our increased global operations subject us to a variety of risks and uncertainties that could impact our operations and financial results.

In fiscal 2011, we sourced our products from vendors in 50 countries outside of the United States. Approximately 61% of our merchandise purchases were foreign-sourced, predominantly from Asia and Europe. Our dependence on foreign vendors means that we may be affected by changes in the value of the U.S. dollar relative to other foreign currencies. For example, any upward valuation in the Chinese yuan, the euro, or any other foreign currency against the U.S. dollar may result in higher costs to us for those goods. Although approximately 97% of our foreign purchases of merchandise are negotiated and paid for in U.S. dollars, declines in foreign currencies and currency exchange rates might negatively affect the profitability and business prospects of one or more of our foreign vendors. This, in turn, might cause such foreign vendors to demand higher prices for merchandise in their effort to offset any lost profits associated with any currency devaluation, delay merchandise shipments to us, or discontinue selling to us, any of which could ultimately reduce our sales or increase our costs. In addition, an increase in the cost of living in the foreign countries in which our vendors operate may result in an increase in our costs or in our vendors going out of business.

We, and our vendors, are also subject to other risks and uncertainties associated with changing economic and political conditions in foreign countries. These risks and uncertainties include import duties and quotas, compliance with anti-dumping regulations, work stoppages, economic uncertainties and adverse economic conditions (including inflation and recession), foreign government regulations, employment matters, wars and fears of war, political unrest, natural disasters, regulations to address climate change and other trade restrictions. We cannot predict whether any of the countries in which our raw materials are sourced from, or our products are currently manufactured or may be manufactured in the future, will be subject to trade restrictions imposed by the U.S. or foreign governments or the likelihood, type or effect of any such restrictions. Any event causing a disruption or delay of imports from foreign vendors, including the imposition of additional import restrictions, restrictions on the transfer of funds and/or increased tariffs or quotas, or both, could increase the cost or reduce the supply of merchandise available to us and adversely affect our business, financial condition and operating results. Furthermore, some or all of our foreign vendors' operations may be adversely affected by political and financial instability resulting in the disruption of trade from exporting countries, restrictions on the transfer of funds and/or other trade disruptions. In addition, an economic downturn in or failure of foreign markets may result in financial instabilities for our foreign vendors, which may cause our foreign vendors to decrease

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production, discontinue selling to us, or cease operations altogether. Our operations in Asia and Europe could also be affected by changing economic and political conditions in foreign countries, any of which could have a negative effect on our business, financial condition and operating results.

Although we continue to improve our global compliance program, there remains a risk that one or more of our foreign vendors will not adhere to our global compliance standards, such as fair labor standards and the prohibition on child labor. Non-governmental organizations might attempt to create an unfavorable impression of our sourcing practices or the practices of some of our vendors that could harm our image. If either of these events occurs, we could lose customer goodwill and favorable brand recognition, which could negatively affect our business and operating results.

We depend on key domestic and foreign agents and vendors for timely and effective sourcing of our merchandise, and we may not be able to acquire products in sufficient quantities and at acceptable prices to meet our needs, which would impact our operations and financial results.

Our performance depends, in part, on our ability to purchase our merchandise in sufficient quantities at competitive prices. We purchase our merchandise from numerous foreign and domestic manufacturers and importers. We have no contractual assurances of continued supply, pricing or access to new products, and any vendor could change the terms upon which it sells to us, discontinue selling to us, or go out of business at any time. We may not be able to acquire desired merchandise in sufficient quantities on terms acceptable to us. Better than expected sales demand may also lead to customer backorders and lower in-stock positions of our merchandise, which could negatively affect our business and operating results. In addition, our vendors may have difficulty adjusting to our changing demands and growing business.

Any inability to acquire suitable merchandise on acceptable terms or the loss of one or more of our key agents or vendors could have a negative effect on our business and operating results because we would be missing products that we felt were important to our assortment, unless and until alternative supply arrangements are secured. We may not be able to develop relationships with new agents or vendors, and products from alternative sources, if any, may be of a lesser quality and/or more expensive than those we currently purchase.

In addition, we are subject to certain risks, including risks related to the availability of raw materials, labor disputes, union organizing activities, vendor financial liquidity, inclement weather, natural disasters, general economic and political conditions and regulations to address climate change that could limit our vendors' ability to provide us with quality merchandise on a timely basis and at prices that are commercially acceptable.

If our vendors fail to adhere to our quality control standards, we may delay a product launch or recall a product, which could damage our reputation and negatively affect our operations and financial results.

Our vendors might not adhere to our quality control standards, and we might not identify the deficiency before merchandise ships to our stores or customers. Our vendors' failure to manufacture or import quality merchandise in a timely and effective manner could damage our reputation and brands, and could lead to an increase in customer litigation against us and an increase in our routine litigation costs. Further, any merchandise that we receive, even if it meets our quality standards, could become subject to a recall, which could damage our reputation and brands, and harm our business. Recently enacted legislation has given the U.S. Consumer Product Safety Commission increased regulatory and enforcement power, particularly with regard to children's safety, among other areas. As a result, companies like ours may be subject to more product recalls and incur higher recall-related expenses. Any recalls or other safety issues could harm our brands' images and negatively affect our business and operating results.

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Our efforts to expand globally may not be successful and could negatively impact the value of our brands, and our increasing global presence presents additional challenges.

We are currently growing our business through global expansion. In August 2012, we announced the opening of four stores in Sydney, Australia. The four stores are currently slated to open in early 2013, and are our first retail locations outside of North America to be owned and operated by us as part of our overall global expansion strategy. Additionally, in fiscal 2009, we entered into a franchise agreement with an unaffiliated franchisee to operate stores in the Middle East. Under this agreement, our franchisee operates stores that sell goods purchased from us under our brand names. We have no prior experience directly opening stores outside of North America and we have limited experience opening stores through third party arrangements. Our success as we expand globally will depend, in part, on our ability to understand consumer preferences and anticipate buying trends there. Further, our franchise arrangements may not continue to be successful. The administration of our global expansion may divert management attention and require more resources than we expect.

While our global expansion to date has been a small part of our business, we plan to continue to increase the number of stores we open directly and through franchise arrangements. The effect of these arrangements on our business and results of operations is uncertain and will depend upon various factors, including the demand for our products in new global markets. In addition, certain aspects of our franchise arrangements are not directly within our control, such as the ability of our franchisee to meet its projections regarding store openings and sales. Moreover, while the agreement we have entered into may provide us with certain termination rights, to the extent that our franchisee does not operate its stores in a manner consistent with our requirements regarding our brand identities and customer experience standards, the value of our brands could be impaired. In addition, in connection with this franchise agreement, we have and will continue to implement certain new processes that may subject us to additional regulations and laws, such as U.S. export regulations. Failure to comply with any applicable regulations or laws could have an adverse effect on our results of operations.

We plan to increase our global presence, including through global shipping that we currently offer through a third party vendor. We have limited experience with international sales, anticipating consumer tastes and trends in different countries, and marketing to customers overseas. Moreover, global awareness of our brands and our products may not be high and, as a result, our global sales may not be successful or result in the revenues we anticipate. Also, our products may not be accepted, either due to foreign legal requirements or due to different consumer tastes and trends. If our global growth initiatives are not successful, or if we or our third party vendors fail to comply with any applicable regulations or laws, the value of our brands may be impaired and negatively affect our future opportunities for global growth, which could adversely affect our results of operations.

We have limited experience operating on a global basis and our failure to effectively manage the risks and challenges inherent in a global business could adversely affect our business, operating results and financial condition and growth prospects.

We operate several subsidiaries in Asia and Europe, which includes managing overseas employees, and plan to continue expanding these overseas operations in the future. We have limited experience operating overseas subsidiaries and managing non-U.S. employees and, as a result, may encounter cultural challenges with local practices and customs that may result in harm to our reputation and the value of our brands. Our global presence also exposes us to the laws and regulations of these jurisdictions, including those related to marketing, privacy, data protection and employment. We may be unable to keep current with government requirements as they change from time to time. Our failure to comply with such laws and regulations may harm our reputation, adversely affect our future opportunities for growth and expansion in these countries, and harm our business and operating results.

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Moreover, our global operations subject us to a variety of risks and challenges, including:

- increased management, infrastructure and legal compliance costs;
- increased financial accounting and reporting requirements and complexities;
- general economic conditions, changes in diplomatic and trade relationships and political and social instability in each country or region;
- economic uncertainty around the world;
- compliance with foreign laws and regulations and the risks and costs of non-compliance with such laws and regulations;
- compliance with U.S. laws and regulations for foreign operations;
- dependence on certain third parties, including vendors and other service providers, with whom we do not have extensive experience;
- fluctuations in currency exchange rates and the related effect on our financial results;
- reduced or varied protection for intellectual property rights in some countries and practical difficulties of enforcing such rights abroad; and
- compliance with the laws of foreign taxing jurisdictions and the overlapping of different tax regimes.

Any of these risks could adversely affect our global operations, reduce our global revenues or increase our operating costs, adversely affecting our business, operating results and financial condition and growth prospects.

In addition, as we continue to expand our global operations, we are subject to certain U.S. laws, including the Foreign Corrupt Practices Act, in addition to the laws of the foreign countries in which we operate. We must ensure that our employees comply with these laws. If any of our overseas operations, or our employees or agents, violates such laws, we could become subject to sanctions or other penalties that could negatively affect our reputation, business and operating results.

A number of factors that affect our ability to successfully open new stores or close existing stores are beyond our control, and these factors may harm our ability to expand or contract our retail operations and harm our ability to increase our sales and profits.

Historically, more than 50% of our net revenues have been generated by our retail stores. Our ability to open additional stores or close existing stores successfully will depend upon a number of factors, including:

- general economic conditions;
- our identification of, and the availability of, suitable store locations;
- our success in negotiating new leases and amending or terminating existing leases on acceptable terms;
- the success of other retail stores in and around our retail locations;
- our ability to secure required governmental permits and approvals;
- our hiring and training of skilled store operating personnel, especially management;
- the availability of financing on acceptable terms, if at all; and
- the financial stability of our landlords and potential landlords.

Many of these factors are beyond our control. For example, for the purpose of identifying suitable store locations, we rely, in part, on demographic surveys regarding the location of consumers in our target market segments. While we believe that the surveys and other relevant information are helpful indicators of suitable store locations, we recognize that these information sources cannot predict future consumer preferences and buying trends with complete accuracy. In addition, changes in demographics, in the types of merchandise that we sell and in the pricing of our products may reduce the number of suitable store locations. Further, time frames for lease negotiations and store development vary from location to location and can be subject to unforeseen delays. We may not be able to open new stores or, if opened, operate those stores profitably. Construction and other delays in store openings could have a negative impact on our business and operating results. Additionally, we may not be

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able to renegotiate the terms of our current leases or close our underperforming stores, either of which could negatively impact our operating results.

Our sales may be negatively impacted by increasing competition from companies with brands or products similar to ours.

The specialty direct-to-customer and retail business is highly competitive. Our e-commerce websites, direct mail catalogs and specialty retail stores compete with other e-commerce websites, other direct mail catalogs and other retail stores that market lines of merchandise similar to ours. We compete with national, regional and local businesses utilizing a similar retail store strategy, as well as traditional furniture stores, department stores and specialty stores. The substantial sales growth in the direct-to-customer industry within the last decade has encouraged the entry of many new competitors and an increase in competition from established companies. In addition, the decline in the global economic environment has led to increased competition from discount retailers selling similar products at reduced prices. The competitive challenges facing us include:

- anticipating and quickly responding to changing consumer demands or preferences better than our competitors;
- maintaining favorable brand recognition and achieving customer perception of value;
- effectively marketing and competitively pricing our products to consumers in several diverse market segments;
- effectively managing and controlling our costs;
- developing innovative, high-quality products in colors and styles that appeal to consumers of varying age groups, tastes and regions, and in ways that favorably distinguish us from our competitors; and
- effectively managing our supply chain and distribution strategies in order to provide our products to our consumers on a timely basis and minimize returns, replacements and damaged products.

In light of the many competitive challenges facing us, we may not be able to compete successfully. Increased competition could reduce our sales and harm our operating results and business.

Our business and operating results may be harmed if we are unable to timely and effectively deliver merchandise to our stores and customers.

The success of our business depends, in part, on our ability to timely and effectively deliver merchandise to our stores and customers. We cannot control all of the various factors that might affect our fulfillment rates in direct-to-customer sales and timely and effective merchandise delivery to our stores. We rely upon third party carriers for our merchandise shipments and reliable data regarding the timing of those shipments, including shipments to our customers and to and from all of our stores. In addition, we are heavily dependent upon two carriers for the delivery of our merchandise to our customers. Accordingly, we are subject to risks, including labor disputes, union organizing activity, inclement weather, natural disasters, the closure of such carriers' offices or a reduction in operational hours due to an economic slowdown, possible acts of terrorism associated with such carriers' ability to provide delivery services to meet our shipping needs, disruptions or increased fuel costs, and costs associated with any regulations to address climate change. Failure to deliver merchandise in a timely and effective manner could damage our reputation and brands. In addition, fuel costs have been volatile and airline and other transportation companies continue to struggle to operate profitably, which could lead to increased fulfillment expenses. Any rise in fulfillment costs could negatively affect our business and operating results by increasing our transportation costs and decreasing the efficiency of our shipments.

Our failure to successfully manage our order-taking and fulfillment operations could have a negative impact on our business and operating results.

Our direct-to-customer business depends, in part, on our ability to maintain efficient and uninterrupted order-taking and fulfillment operations in our customer care centers and on our e-commerce websites. Disruptions or slowdowns in these areas could result from disruptions in telephone service or power outages, inadequate system

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capacity, system issues, computer viruses, security breaches, human error, changes in programming, union organizing activity, disruptions in our third party labor contracts, natural disasters or adverse weather conditions. Industries that are particularly seasonal, such as the home furnishings business, face a higher risk of harm from operational disruptions during peak sales seasons. These problems could result in a reduction in sales as well as increased selling, general and administrative expenses.

In addition, we face the risk that we cannot hire enough qualified employees to support our direct-to-customer operations, or that there will be a disruption in the workforce we hire from our third party providers, especially during our peak season. The need to operate with fewer employees could negatively impact our customer service levels and our operations.

Our facilities and systems, as well as those of our vendors, are vulnerable to natural disasters and other unexpected events, any of which could result in an interruption in our business and harm our operating results.

Our retail stores, corporate offices, distribution centers, infrastructure projects and direct-to-customer operations, as well as the operations of our vendors from which we receive goods and services, are vulnerable to damage from earthquakes, tornadoes, hurricanes, fires, floods, power losses, telecommunications failures, hardware and software failures, computer viruses and similar events. If any of these events result in damage to our facilities or systems, or those of our vendors, we may experience interruptions in our business until the damage is repaired, resulting in the potential loss of customers and revenues. In addition, we may incur costs in repairing any damage beyond our applicable insurance coverage.

If we are unable to effectively manage our e-commerce business, including effectively managing cybersecurity risks, our reputation and operating results may be harmed.

E-commerce has been our fastest growing business over the last several years and continues to be a significant part of our sales success. The success of our e-commerce business depends, in part, on third parties and factors over which we have limited control. We must successfully respond to changing consumer preferences and buying trends relating to e-commerce usage. Our success in e-commerce has been aided in part by our ability to understand the buying trends of visitors to our websites and to personalize the experience they have with us. We also utilize “interest-based advertising” to target internet users whose behavior indicates they might be interested in our products. Current or future legislation may reduce or restrict our ability to use these techniques, which could reduce the effectiveness of our advertising spend.

We are also vulnerable to certain additional risks and uncertainties associated with our e-commerce websites, including: changes in required technology interfaces; website downtime and other technical failures; internet connectivity issues; costs and technical issues as we upgrade our website software; computer viruses; changes in applicable federal and state regulations; security breaches; and consumer privacy concerns. In order to function successfully, we rely on communication and transmission of data over both public and private networks. Third parties may have the knowledge or technology to disable, disrupt or interfere with our systems or processes. Although we take the security of our systems seriously, we cannot guarantee that we can prevent all efforts to circumvent our security measures. Any security breach or attack against our networks or systems could slow, hinder, or prevent the proper functioning of our electronic communications. Such a breach or attack could harm our business. In addition, we must keep up to date with competitive technology trends, including the use of new or improved technology, creative user interfaces and other e-commerce marketing tools such as paid search and mobile applications, among others, which may increase our costs and which may not succeed in increasing sales or attracting customers. Our failure to successfully respond to these risks and uncertainties might adversely affect the sales in our e-commerce business, as well as damage our reputation and brands.

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Our failure to successfully manage the costs and performance of our catalog mailings might have a negative impact on our business.

Catalog mailings are an important component of our business. Postal rate increases, paper costs, printing costs and other catalog distribution costs affect the cost of our catalog mailings. We rely on discounts from the basic postal rate structure, which could be changed or discontinued at any time. Paper costs have fluctuated significantly in the past and may continue to fluctuate in the future. Future increases in postal rates, paper costs or printing costs would have a negative impact on our operating results to the extent that we are unable to offset such increases by raising prices, implementing more efficient printing, mailing, delivery and order fulfillment systems, or through the use of alternative direct-mail formats. Also, consolidation within the printing industry has reduced the number of potential suppliers capable of meeting our printing requirements, and further consolidation could limit our ability to obtain favorable terms. In addition, if the performance of our catalogs declines, if we misjudge the correlation between our catalog circulation and net sales, or if our catalog strategy overall does not continue to be successful, our results of operations could be negatively impacted.

We have historically experienced fluctuations in our customers' response to our catalogs. Customer response to our catalogs is substantially dependent on merchandise assortment, merchandise availability and creative presentation, as well as the selection of customers to whom the catalogs are mailed, changes in mailing strategies, the size of our mailings, timing of delivery of our mailings, as well as the general retail sales environment and current domestic and global economic conditions. In addition, environmental organizations and other consumer advocacy groups may attempt to create an unfavorable impression of our paper use in catalogs and our distribution of catalogs generally, which may have a negative effect on our sales and our reputation. In addition, we depend upon external vendors to print our catalogs. The failure to effectively produce or distribute our catalogs could affect the timing of catalog delivery. The timing of catalog delivery has been and can be affected by postal service delays. Any delays in the timing of catalog delivery could cause customers to forego or defer purchases, negatively impacting our business and operating results.

Declines in our comparable store sales within our comparable brand revenue metric may harm our operating results and cause a decline in the market price of our common stock.

Various factors affect comparable store sales, including the number, size and location of stores we open, close, remodel or expand in any period, the overall economic and general retail sales environment, consumer preferences and buying trends, changes in sales mix among distribution channels, our ability to efficiently source and distribute products, changes in our merchandise mix, competition (including competitive promotional activity and discount retailers), current local and global economic conditions, the timing of our releases of new merchandise and promotional events, the success of marketing programs, the cannibalization of existing store sales by our new stores, changes in catalog circulation and in our direct-to-customer business and fluctuations in foreign exchange rates. Among other things, weather conditions can affect comparable store sales because inclement weather can alter consumer behavior or require us to close certain stores temporarily and thus reduce store traffic. Even if stores are not closed, many customers may decide to avoid going to stores in bad weather. These factors have caused and may continue to cause our comparable store sales results to differ materially from prior periods and from earnings guidance we have provided. For example, the overall economic and general retail sales environment, as well as local and global economic conditions, has caused a significant decline in our comparable store sales results in the recent past.

Our comparable store sales have fluctuated significantly in the past on an annual, quarterly and monthly basis, and we expect that comparable store sales will continue to fluctuate in the future. However, past comparable store sales are not necessarily an indication of future results and comparable store sales may decrease in the future. Our ability to improve our comparable store sales results depends, in large part, on maintaining and improving our forecasting of customer demand and buying trends, selecting effective marketing techniques, effectively driving traffic to our stores through marketing and various promotional events, providing an appropriate mix of merchandise for our broad and diverse customer base and using effective pricing strategies. Any failure to meet

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the comparable store sales expectations of investors and securities analysts in one or more future periods could significantly reduce the market price of our common stock.

Our failure to successfully anticipate merchandise returns might have a negative impact on our business.

We record a reserve for merchandise returns based on historical return trends together with current product sales performance in each reporting period. If actual returns are greater than those projected and reserved for by management, additional sales returns might be recorded in the future. In addition, to the extent that returned merchandise is damaged, we often do not receive full retail value from the resale or liquidation of the merchandise. Further, the introduction of new merchandise, changes in merchandise mix, changes in consumer confidence, or other competitive and general economic conditions may cause actual returns to exceed merchandise return reserves. In particular, the recent adverse economic conditions resulted and may again result in increased merchandise returns. Any significant increase in merchandise returns that exceeds our reserves could harm our business and operating results.

If we are unable to manage successfully the complexities associated with a multi-channel and multi-brand business, we may suffer declines in our existing business and our ability to attract new business.

With the expansion of our e-commerce business, new brands, acquired brands, and brand extensions, our overall business has become substantially more complex. The changes in our business have forced us to develop new expertise and face new challenges, risks and uncertainties. For example, we face the risk that our e-commerce business might cannibalize a significant portion of our retail and catalog businesses, and we face the risk of catalog circulation cannibalizing our retail sales. While we recognize that our e-commerce sales cannot be entirely incremental to sales through our retail and catalog channels, we seek to attract as many new customers as possible to our e-commerce websites. We continually analyze the business results of our channels and the relationships among the channels in an effort to find opportunities to build incremental sales.

If we are unable to introduce new brands and brand extensions successfully, or to reposition or close existing brands, our business and operating results may be negatively impacted.

We have in the past and may in the future introduce new brands and brand extensions, reposition brands, close existing brands, or acquire new brands, especially as we continue to expand globally. Our newest brands – West Elm and PBteen, as well as our newly acquired brand, Rejuvenation – and any other new brands, may not grow as we project and plan for. The work involved with integrating new brands into our existing systems and operations could be time consuming, require significant amounts of management time and result in the diversion of substantial operational resources. Further, if we devote time and resources to new brands, acquired brands, brand extensions or brand repositioning, and those businesses are not as successful as we planned, then we risk damaging our overall business results. Alternatively, if our new brands, acquired brands, brand extensions or repositioned brands prove to be very successful, we risk hurting our other existing brands through the potential migration of existing brand customers to the new businesses. In addition, we may not be able to introduce new brands and brand extensions, integrate newly acquired brands, reposition existing brands, or expand our brands globally, in a manner that improves our overall business and operating results and may therefore be forced to close the brands, which may damage our reputation and negatively impact our operating results.

Fluctuations in our tax obligations and effective tax rate may result in volatility of our operating results and stock price.

We are subject to income taxes in many U.S. and certain foreign jurisdictions, and our domestic and global tax liabilities are subject to the allocation of expenses in differing jurisdictions. Our provision for income taxes is subject to volatility and could be adversely impacted by a number of factors that require significant judgment and estimation. Although we believe our estimates are reasonable, the final tax outcome of these matters may materially differ from our estimates and adversely affect our financial condition or operating results. We record tax expense based on our estimates of future payments, which include reserves for estimates of probable

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settlements of foreign and domestic tax audits. At any one time, many tax years are subject to audit by various taxing jurisdictions. The results of these audits and negotiations with taxing authorities may affect the ultimate settlement of these issues. As a result, we expect that throughout the year there could be ongoing variability in our quarterly tax rates as taxable events occur and exposures are evaluated.

In addition, our effective tax rate in a given financial statement period may be materially impacted by changes in the mix and level of earnings or losses in countries with differing statutory tax rates or by changes to existing rules or regulations. There could be an adverse impact on our effective tax rate if pending government proposals in the U.S. for fundamental international tax reform are enacted. Further, other pending tax legislation in the U.S. and abroad could negatively impact our current or future tax structure and effective tax rates.

Our inability to obtain commercial insurance at acceptable rates or our failure to adequately reserve for self-insured exposures might increase our expenses and have a negative impact on our business.

We believe that commercial insurance coverage is prudent in certain areas of our business for risk management. Insurance costs may increase substantially in the future and may be affected by natural catastrophes, fear of terrorism, financial irregularities and other fraud at publicly-traded companies, intervention by the government and a decrease in the number of insurance carriers. In addition, the carriers with which we hold our policies may go out of business, or may be otherwise unable to fulfill their contractual obligations. In addition, for certain types or levels of risk, such as risks associated with earthquakes, hurricanes or terrorist attacks, we may determine that we cannot obtain commercial insurance at acceptable rates, if at all. Therefore, we may choose to forego or limit our purchase of relevant commercial insurance, choosing instead to self-insure one or more types or levels of risks. We are primarily self-insured for workers' compensation, employee health benefits and product and general liability claims. If we suffer a substantial loss that is not covered by commercial insurance or our self-insurance reserves, the loss and related expenses could harm our business and operating results. In addition, exposures exist for which no insurance may be available and for which we have not reserved.

Our inability or failure to protect our intellectual property would have a negative impact on our brands, goodwill and operating results.

We may not be able to adequately protect our intellectual property in the U.S. or in foreign jurisdictions, particularly as we continue to expand globally. Our trademarks, service marks, copyrights, trade dress rights, trade secrets, domain names and other intellectual property are valuable assets that are critical to our success. The unauthorized reproduction or other misappropriation of our intellectual property could diminish the value of our brands or goodwill and cause a decline in our sales. Protection of our intellectual property and maintenance of distinct branding are particularly important as they distinguish our products and services from our competitors. In addition, the costs of defending our intellectual property may adversely affect our operating results.

We may be subject to legal proceedings that could be time consuming, result in costly litigation, require significant amounts of management time and result in the diversion of significant operational resources.

We are involved in lawsuits, claims and proceedings incident to the ordinary course of our business. 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. There have been a growing number of e-commerce-related patent infringement lawsuits in recent years. There has also been a rise in lawsuits against companies that gather information in order to market to consumers online or through the mail. In addition, there has been an increase in employment-related lawsuits. From time to time, we have been subject to these types of lawsuits. The cost of defending claims against us or the ultimate resolution of such claims may harm our business and operating results. In addition, the increasingly regulated business environment may result in a greater number of enforcement actions and private litigation. This could subject us to increased exposure to stockholder lawsuits.

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Our operating results may be harmed by unsuccessful management of our employment, occupancy and other operating costs, and the operation and growth of our business may be harmed if we are unable to attract qualified personnel.

To be successful, we need to manage our operating costs and continue to look for opportunities to reduce costs. We recognize that we may need to increase the number of our employees, especially during peak sales seasons, and incur other expenses to support new brands and brand extensions and the growth of our existing brands, including the opening of new stores. Alternatively, if we are unable to make substantial adjustments to our cost structure during times of uncertainty, such as the 2008-2009 economic downturn, we may incur unnecessary expenses or we may have too few resources to properly run our business, and our business and operating results may be negatively impacted. From time to time, we may also experience union organizing activity in currently non-union facilities. Union organizing activity may result in work slowdowns or stoppages and higher labor costs. In addition, there appears to be a growing number of wage-and-hour lawsuits and other employment-related lawsuits against retail companies, especially in California.

We contract with various agencies to provide us with qualified personnel for our workforce. Any negative publicity regarding these agencies, such as in connection with immigration issues or employment practices, could damage our reputation, disrupt our ability to obtain needed labor or result in financial harm to our business, including the potential loss of business-related financial incentives in the jurisdictions where we operate. Although we strive to secure long-term contracts on favorable terms with our service providers and other vendors, we may not be able to avoid unexpected operating cost increases in the future. Further, we incur substantial costs to warehouse and distribute our inventory. Significant increases in our inventory levels may result in increased warehousing and distribution costs in addition to potential increases in costs associated with inventory that is lost, damaged or aged. Higher than expected costs, particularly if coupled with lower than expected sales, would negatively impact our business and operating results. In addition, in times of economic uncertainty, these long-term contracts may make it difficult to quickly reduce our fixed operating costs, which could negatively impact our business and operating results.

We are undertaking certain systems changes that might disrupt our business operations.

Our success depends, in part, on our ability to source and distribute merchandise efficiently through appropriate systems and procedures. We are in the process of substantially modifying our information technology systems, which involves updating or replacing legacy systems with successor systems over the course of several years. There are inherent risks associated with replacing our core systems, including supply chain and merchandising systems disruptions, that could affect our ability to get the correct products into the appropriate stores and delivered to customers. We may not successfully launch these new systems, or the launch of such systems may result in disruptions to our business operations. In addition, changes to any of our software implementation strategies could result in the impairment of software-related assets. We are also subject to the risks associated with the ability of our vendors to provide information technology solutions to meet our needs. Any disruptions could negatively impact our business and operating results.

We outsource certain aspects of our business to third party vendors and are in the process of insourcing certain business functions from third party vendors, both of which subject us to risks, including disruptions in our business and increased costs.

We outsource certain aspects of our business to third party vendors that subject us to risks of disruptions in our business as well as increased costs. For example, we utilize outside vendors for such things as payroll processing and various distribution center services. Accordingly, we are subject to the risks associated with their ability to successfully provide the necessary services to meet our needs. If our vendors are unable to adequately protect our data and information is lost, our ability to deliver our services is interrupted, or our vendors' fees are higher than expected, then our business and operating results may be negatively impacted.

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In addition, we are in the process of insourcing certain aspects of our business, including the management of certain infrastructure technology, furniture manufacturing, furniture delivery to our customers and the management of our global vendors, each of which were previously outsourced to third party providers. We may also need to continue to insource other aspects of our business in the future in order to control our costs and to stay competitive. This may cause disruptions in our business and result in increased cost to us. In addition, if we are unable to perform these functions better than, or at least as well as, our third party providers, our business may be harmed.

If our operating and financial performance in any given period does not meet the guidance that we have provided to the public, our stock price may decline.

We provide public guidance on our expected operating and financial results for future periods. Although we believe that this guidance provides investors and analysts with a better understanding of management's expectations for the future and is useful to our stockholders and potential stockholders, such guidance is comprised of forward-looking statements subject to the risks and uncertainties described in this report and in our other public filings and public statements. Our actual results may not always be in line with or exceed the guidance we have provided, especially in times of economic uncertainty. In the past, when we have reduced our previously provided guidance, the market price of our common stock has declined. If, in the future, our operating or financial results for a particular period do not meet our guidance or the expectations of investment analysts or if we reduce our guidance for future periods, the market price of our common stock may decline as well.

A variety of factors, including seasonality and the economic environment, may cause our quarterly operating results to fluctuate, leading to volatility in our stock price.

Our quarterly results have fluctuated in the past and may fluctuate in the future, depending upon a variety of factors, including shifts in the timing of holiday selling seasons, including Valentine's Day, Easter, Halloween, Thanksgiving and Christmas, as well as changes in economic conditions. Historically, a significant portion of our revenues and net earnings have typically been realized during the period from October through December each year. In anticipation of increased holiday sales activity, we incur certain significant incremental expenses prior to and during peak selling seasons, particularly October through December, including fixed catalog production and mailing costs and the costs associated with hiring a substantial number of temporary employees to supplement our existing workforce.

We may require external funding sources for operating funds, which may cost more than we expect, or not be available at the levels we require and, as a consequence, our expenses and operating results could be negatively affected.

We regularly review and evaluate our liquidity and capital needs. We currently believe that our available cash, cash equivalents and cash flow from operations will be sufficient to finance our operations and expected capital requirements for at least the next 12 months. However, we might experience periods during which we encounter additional cash needs and we might need additional external funding to support our operations. Although we were able to amend our line of credit facility during fiscal 2012 on acceptable terms, in the event we require additional liquidity from our lenders, such funds may not be available to us or may not be available to us on acceptable terms in the future. For example, in the event we were to breach any of our financial covenants, our banks would not be required to provide us with additional funding, or they may require us to renegotiate our existing credit facility on less favorable terms. In addition, we may not be able to renew our letters of credit that we use to help pay our suppliers on terms that are acceptable to us, or at all, as the availability of letter of credit facilities may become limited. Further, the providers of such credit may reallocate the available credit to other borrowers. If we are unable to access credit at the levels we require, or the cost of credit is greater than expected, it could adversely affect our operating results.

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Disruptions in the financial markets may adversely affect our liquidity and capital resources and our business.

Disruptions in the global financial markets and banking systems have made credit and capital markets more difficult for companies to access, even for some companies with established revolving or other credit facilities. We have access to capital through our revolving line of credit facility. Each financial institution, which is part of the syndicate for our revolving line of credit facility, is responsible for providing a portion of the loans to be made under the facility. If any participant, or group of participants, with a significant portion of the commitments in our revolving line of credit facility fails to satisfy its obligations to extend credit under the facility and we are unable to find a replacement for such participant or group of participants on a timely basis (if at all), our liquidity and our business may be materially adversely affected.

If we are unable to pay quarterly dividends or repurchase our stock at intended levels, our reputation and stock price may be harmed.

In January 2012, our Board of Directors authorized the repurchase of up to \$225,000,000 of our common stock. In addition, our quarterly cash dividend is \$0.22 per common share for an annual cash dividend of \$0.88 per share. The dividend and stock repurchase program may require the use of a significant portion of our cash earnings. As a result, we may not retain a sufficient amount of cash to fund our operations or finance future growth opportunities, new product development initiatives and unanticipated capital expenditures. Further, our Board of Directors may, at its discretion, decrease the intended level of dividends or entirely discontinue the payment of dividends at any time. The stock repurchase program does not have an expiration date and may be limited at any time. Our ability to pay dividends and repurchase stock will depend on our ability to generate sufficient cash flows from operations in the future. This ability may be subject to certain economic, financial, competitive and other factors that are beyond our control. Any failure to pay dividends or repurchase stock after we have announced our intention to do so may negatively impact our reputation and investor confidence in us and may negatively impact our stock price.

If we fail to maintain proper and effective internal controls, our ability to produce accurate and timely financial statements could be impaired and our investors' views of us could be harmed.

We have evaluated and tested our internal controls in order to allow management to report on, and our registered independent public accounting firm to attest to, the effectiveness of our internal controls, as required by Section 404 of the Sarbanes-Oxley Act of 2002. If we are not able to continue to meet the requirements of Section 404 in a timely manner, or with adequate compliance, we would be required to disclose material weaknesses if they develop or are uncovered and we may be subject to sanctions or investigation by regulatory authorities, such as the Securities and Exchange Commission or the New York Stock Exchange. In addition, our internal controls may not prevent or detect all errors and fraud. A control system, no matter how well designed and operated, is based upon certain assumptions and can provide only reasonable assurance that the objectives of the control system will be met. If any of the above were to occur, our business and the perception of us in the financial markets could be negatively impacted.

Changes to accounting rules or regulations may adversely affect our operating results.

Changes to existing accounting rules or regulations may impact our future operating results. A change in accounting rules or regulations may even affect our reporting of transactions completed before the change is effective. The introduction of new accounting rules or regulations and varying interpretations of existing accounting rules or regulations have occurred and may occur in the future. Future changes to accounting rules or regulations, or the questioning of current accounting practices, may adversely affect our operating results.

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Changes to estimates related to our property and equipment, including information technology systems, or operating results that are lower than our current estimates at certain store locations, may cause us to incur impairment charges.

We make estimates and projections in connection with impairment analyses for certain of our store locations and other property and equipment, including information technology systems. Our impairment analyses determine whether projected cash flows from operations are sufficient to recover the carrying value of these assets. Impairment results when the carrying value of the asset exceeds the estimated undiscounted future cash flows over its remaining useful life. These calculations require us to make a number of estimates and projections of future results. If these estimates or projections change or prove incorrect, we may be, and have been, required to record impairment charges on certain store locations and other property and equipment, including information technology systems. These impairment charges have been significant in the past and may be significant in the future and, as a result of these charges, our operating results have been and may, in the future, be adversely affected.

If we do not properly account for our unredeemed gift certificates, gift cards and merchandise credits, our operating results will be harmed.

We maintain a liability for unredeemed gift cards, gift certificates and merchandise credits until the earlier of redemption, escheatment or four years. After four years, the remaining unredeemed gift cards, gift certificate or merchandise credit liability is relieved and recorded as a benefit within selling, general and administrative expenses. In the event that our historical redemption patterns change in the future, we might change the minimum time period for maintaining a liability for unredeemed gift certificates on our balance sheets, which would affect our financial position or operating results. Further, in the event that a state or states were to require that the unredeemed amounts be escheated to that state or states, our business and operating results would be harmed.

We may be exposed to risks and costs associated with credit card fraud and identity theft that could cause us to incur unexpected expenses and loss of revenue.

A significant portion of our customer orders are placed through our e-commerce websites or through our customer care centers. In addition, a significant portion of sales made through our retail channel require the collection of certain customer data, such as credit card information. In order for our sales channel to function and develop successfully, we and other parties involved in processing customer transactions must be able to transmit confidential information, including credit card information, securely over public networks. Third parties may have the technology or knowledge to breach the security of customer transaction data. Although we take the security of our systems and the privacy of our customers' confidential information seriously, we cannot guarantee that our security measures will effectively prevent others from obtaining unauthorized access to our information and our customers' information. Any person who circumvents our security measures could destroy or steal valuable information or disrupt our operations. Any security breach could cause consumers to lose confidence in the security of our websites or stores and choose not to purchase from us. Any security breach could also expose us to risks of data loss, litigation and liability and could seriously disrupt our operations and harm our reputation, any of which could harm our business.

In addition, states and the federal government are increasingly enacting laws and regulations to protect consumers against identity theft. Also, as our business expands globally, we are subject to data privacy and other similar laws in various foreign jurisdictions. Compliance with these laws will likely increase the costs of doing business and, if we fail to implement appropriate safeguards or to detect and provide prompt notice of unauthorized access as required by some of these new laws, we could be subject to potential claims for damages and other remedies, which could harm our business.

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If we fail to attract and retain key personnel, our business and operating results may be harmed.

Our future success depends to a significant degree on the skills, experience and efforts of key personnel in our senior management, whose vision for our company, knowledge of our business and expertise would be difficult to replace. If any one of our key employees leaves, are seriously injured or are unable to work, and we are unable to find a qualified replacement, we may be unable to execute our business strategy.

In addition, our main offices are located in the San Francisco Bay Area, where competition for personnel with retail and technology skills can be intense. If we fail to identify, attract, retain and motivate these skilled personnel, especially in this challenging economic environment, our business may be harmed. Further, in the event we need to hire additional personnel, we may experience difficulties in attracting and successfully hiring such individuals due to competition for highly skilled personnel, as well as the significantly higher cost of living expenses in our market.

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

In January 2012, our Board of Directors authorized a stock repurchase program to purchase up to \$225,000,000 of our common stock. During the second quarter of fiscal 2012, we repurchased 884,763 shares under this program at an average cost of \$35.43 per share and a total cost of \$31,343,000. During year-to-date 2012, we repurchased 2,529,271 shares under this program at an average cost of \$36.80 per share and a total cost of \$93,076,000. As of July 29, 2012, there remains an aggregate of \$62,500,000 available for repurchases under this program.

The following table summarizes our repurchases of shares of our common stock during the second quarter of fiscal 2012:

Fiscal period	Total Number of Shares Purchased	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
April 30, 2012 to May 27, 2012	266,400	\$ 37.11	266,400	\$ 83,956,000
May 28, 2012 to June 24, 2012	271,200	\$ 34.61	271,200	\$ 74,570,000
June 25, 2012 to July 29, 2012	347,163	\$ 34.77	347,163	\$ 62,500,000
Total	884,763	\$ 35.43	884,763	\$ 62,500,000

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. The stock repurchase program does not have an expiration date and may be limited or terminated at any time without prior notice.

During the second quarter of fiscal 2011, we repurchased 806,282 shares of our common stock at an average cost of \$38.75 per share and a total cost of \$31,246,000. During year-to-date 2011, we repurchased 1,566,508 shares of our common stock at an average cost of \$39.90 per share and a total cost of \$62,496,000 under programs previously authorized by our Board of Directors.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

Not applicable.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

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ITEM 5. OTHER INFORMATION

Not applicable.

ITEM 6. EXHIBITS

(a) Exhibits

Exhibit Number	Exhibit Description
10.1+	Separation Agreement and General Release by and between the Company and Sharon L. McCollam dated March 7, 2012
10.2+	Williams-Sonoma, Inc. 2001 Incentive Bonus Plan, as amended (incorporated by reference to the Company's Definitive Proxy Statement on Schedule 14A as filed with the Securities and Exchange Commission on April 6, 2012, File No. 001-14077)
10.3	Second Amendment to Fifth Amended and Restated Credit Agreement with Bank of America, N.A., as administrative agent, the lenders party thereto, and certain subsidiaries of the Company as guarantors, dated June 22, 2012
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.

* XBRL (Extensible Business Reporting Language) information is furnished and not filed or a part of a registration statement or prospectus for purposes of sections 11 or 12 of the Securities Act of 1933, is deemed not filed for purposes of section 18 of the Securities Exchange Act of 1934, and otherwise is not subject to liability under these sections.

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: September 7, 2012

CONFIDENTIAL
Separation Agreement & General Release

This Separation Agreement and General Release (the "Agreement") is entered into by and between Sharon McCollam ("Executive") and Williams-Sonoma Inc. ("WSI"), in final resolution of all existing and potential claims and disputes between them, as provided below.

1. Executive ceased performing her duties, including as Chief Operating and Chief Financial Officer with WSI, effective as of March 6, 2012. Executive retires from her employment effective as of, and her employment will cease on, March 16, 2012 (the "Separation Date"). Executive also retires from her position as a member of WSI's Board of Directors effective as of March 16, 2012. This Agreement operates as a full and final settlement and resolution of all past and present claims, potential claims and disputes that Executive has or may have against WSI and/or WSI's predecessors, affiliates, parents, subsidiaries, officers, directors, employees or agents, including all claims related in any way to Executive's employment with WSI and/or separation from employment with WSI.

2. In consideration of the releases and agreements set forth below, the parties agree to the following:

A. Salary, Benefits and Stock: Pursuant to Executive's Employment Agreement, dated December 28, 2002, the Amendment to Executive's Employment Agreement, dated November 11, 2008, (collectively, the "Employment Agreement") and in consideration of the Executive's additional promises and releases set forth below, WSI shall pay Executive the following benefits:

(i) On the Separation Date, Executive shall be paid all wages and accrued vacation owed her. March 6, 2012 shall constitute her "separation from service" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A" and such date the "Separation from Service Date").

(ii) For the twelve months following her Separation from Service Date (the "Payment Period"), Executive shall be entitled to receive ongoing payments of her salary, less applicable withholding, at the rate effective on the Separation Date, on the existing payroll schedule applicable to officers of the Company. But for the application of the next sentence, such payments will commence on the first such scheduled payroll date following the Separation from Service Date. Notwithstanding the foregoing, in order to comply with Section 409A, payments that would otherwise be payable during the six-month period following the Separation from Service Date shall be delayed and paid in a lump sum to Executive on the first business day following the expiration of such six-month period (or, in the case of Executive's earlier death, within ninety (90) days of Executive's death). The timing of all other payments shall be unaffected by such six-month delay.

(iii) WSI shall pay Executive an additional lump sum payment equal to eighty percent of her annual base salary as of the Separation Date, less applicable withholding. Notwithstanding the foregoing, in order to comply with Section 409A, such payment shall be

delayed and paid in a lump sum to Executive on the first business day following the expiration of the six-month period described in Section 2.A.(ii) above (or, in the case of Executive's earlier death, within ninety (90) days of Executive's death).

(iv) If Executive timely and properly elects coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), WSI shall pay the premiums for the health coverage of Executive and her dependents under COBRA until the earlier of (a) the end of a period of eighteen months following the Separation Date, or (b) such time as Executive commences other employment which provides her with comparable coverage, or (c) such time as Executive or a dependent, as the case may be, is no longer eligible for continued coverage under COBRA. Executive agrees that if she commences other employment within the eighteen month period following the Separation Date she will provide WSI with notice of that within one week of her eligibility for comparable benefits. Such payments made by WSI to Executive or on Executive's behalf will be taxable to Executive to the extent required or advisable to avoid adverse tax or similar consequences to Executive, WSI or WSI's employees. To the extent such payments are taxable to Executive, such payments will be provided to Executive on a "grossed-up" basis for applicable state and federal taxes and such gross-up shall be made in compliance with Treasury Regulation Section 1.409A-3(i)(1)(v).

(v) WSI shall pay Executive \$1,300,000 in full satisfaction of Executive's annual bonus opportunity for WSI's fiscal year 2011, less applicable withholding. Such payment will be made on the first scheduled payroll date in 2012 following the Effective Date.

(vi) As of the Effective Date, the following WSI equity-based compensation awards held by Executive shall vest immediately and, if applicable, become exercisable for the period of time set forth in the applicable award agreement:

- a. Executive's 37,500 stock-settled stock appreciation rights having an exercise price of \$27.72 that are otherwise scheduled to vest on March 25, 2012;
- b. Executive's 10,000 stock-settled stock appreciation rights having an exercise price of \$34.89 that are otherwise scheduled to vest on March 27, 2012;
- c. Executive's 14,810 stock-settled stock appreciation rights having an exercise price of \$40.87 that are otherwise scheduled to vest on April 5, 2012;
- d. Executive's 17,579 restricted stock units that are otherwise scheduled to vest on May 2, 2012, including any related dividend equivalents; and
- e. Executive's 68,750 stock-settled stock appreciation rights having an exercise price of \$8.56 that are otherwise scheduled to vest on November 7, 2012.

(vii) Executive shall be entitled to receive outplacement services at a level commensurate with Executive's position with WSI through a WSI-selected or approved provider paid directly by WSI. Such services may not be completed later than December 31, 2013.

Notwithstanding the foregoing, in the event that Executive materially violates any of the covenants set forth in Section 14 or Section 16, all payments and benefits described in this Section 2.A. (other than in Section 2.A.(i)) shall cease and Executive shall forfeit any and all rights to receive them. For the avoidance of doubt, if any payments or benefits have become due and payable prior to Executive's material violation of any of the covenants set forth in Section 14 or Section 16 but have been delayed pursuant to the six-month delay under Section 409A described above, then the delayed payments will continue to be payable to Executive in accordance with the applicable timing provisions described above.

B. All payments shall be treated as wages and will be subject to withholding of applicable taxes, employee social security contributions and other amounts under applicable law.

C. Executive agrees and acknowledges that after March 16, 2012 she will no longer be an employee of WSI which means, without limitation, that: (a) she will not earn or accrue any paid personal leave or vacation; (b) she shall not be eligible for active employee coverage under WSI's medical, dental and/or vision plans provided that her current health coverage will extend through March 31, 2012; and (c) she shall not participate in or contribute to any WSI-sponsored employee benefit plan or program or any compensatory arrangement of any kind (except under COBRA). Executive further agrees that for purposes of determining any employee benefits owed to her and other for compensatory purposes, her employment shall be treated as having been terminated effective on the Separation Date. Executive acknowledges and agrees that she shall not receive or be entitled to additional grants of stock or other equity based awards after the Separation Date, nor shall her previously granted stock options or other equity awards vest after the Separation Date except as set forth in Section 2.A.(vi) hereof. Executive shall have such period of time from the Separation Date to exercise her stock options as set forth in the applicable option grant agreements.

3. Executive will be entitled to receive her vested benefits under the Williams-Sonoma, Inc. 401(k) Plan.

Executive's right to the benefits described in this Section 3 shall not be subject to the requirement that she sign and not revoke a release of claims in favor of WSI unless required by the applicable plan.

The provisions of Section 2 and Section 3 are intended to be and are exclusive and in lieu of any other rights or remedies to which Executive may otherwise be entitled, whether at law, tort or contract, in equity, or under any agreement, plan or arrangement (other than the payment of accrued but unpaid wages, as required by law, and any unreimbursed reimbursable expenses). Executive will be entitled to no other severance, benefits, compensation or other payments or rights upon a termination of employment, including, without limitation, any severance payments and/or benefits provided in any employment-related agreement, other than those benefits expressly set forth in Sections 2 and 3 of this Agreement or pursuant to written equity award agreements with WSI.

4. In addition to retiring from her director and officer positions with WSI, Executive further agrees to resign, effective upon the Separation Date, from any position as an officer or director of any subsidiary or related company of WSI. At WSI's request, Executive will complete all necessary paperwork and provide such necessary information to effectuate those resignations. Executive waives any rights to give or receive notice with respect to such resignations.

5. Executive agrees that she shall cooperate with WSI to transition her duties and responsibilities in a mutually respectful manner, and that she and WSI shall mutually agree upon the announcement regarding Executive's departure from WSI.

6. Executive agrees to return any laptop, mobile phone, mobile devices, iPad, cell phone and other WSI property she received through employment at WSI by no later than March 16, 2012, except that Executive may retain one WSI laptop computer after giving WSI the opportunity to remove all WSI data and information from that computer. Executive also acknowledges that during the period that she remains on WSI's payroll, she shall comply with all WSI Company Policies and practices.

7. In consideration of the payments and other benefits made to Executive in accordance with paragraph 2 above, which are in addition to anything Executive is otherwise entitled to receive from WSI, Executive fully and forever discharges WSI, all affiliated and related companies and their predecessors, successors and assigns, as well as each of their officers, directors, employees, agents, representatives and shareholders (collectively, the "Released Parties") from all liability upon claims and causes of action of any nature whatsoever, known and unknown, suspected and unsuspected, which Executive may have against the Released Parties as of the effective date of this Agreement. This release includes any claims under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the California Fair Employment and Housing Act, the California Labor Code, including but not limited to Section 132a, and any other claims arising from her employment, including under the laws of contracts, torts, otherwise. This release does not include claims that cannot be released as a matter of law, such as those for indemnity under Labor Code § 2802 or Executive's Indemnity Agreement.

WSI, on behalf of itself and all of its subsidiaries, affiliates, directors and officers, voluntarily, knowingly and willingly releases and forever discharges Executive from any and all charges, complaints, claims, promises, agreements, controversies, causes of action and demands of any nature whatsoever which WSI or its subsidiaries, affiliates, directors, administrators, successors or assigns ever had, now have or hereafter can, shall or may have by reason of any matter, cause or thing whatsoever arising through and including the Separation Date, other than claims for conduct which is criminal in nature or violates WSI's intellectual property rights.

8. Executive represents that she has carefully read and fully understands all of the terms of the Agreement, and that she has had the opportunity to and in fact has sought legal advice and assistance. Executive further represents that she knowingly and voluntarily agrees to all of the terms set forth in this Agreement and that she was not coerced to enter into this Agreement.

9. Both parties agree and acknowledge that this release extends to unknown and unsuspected claims and causes of action. Other than with respect to these express exceptions, Executive and WSI each agree to waive their rights under Section 1542 of the California Civil Code, which provides that:

A general release does not extend to claims which the creditor does not know or suspect to exist in his/her favor at the time of executing the release, which if known by her/him, must have materially affected her/his settlement with the debtor.

10. Executive acknowledges that WSI is not entering into this Agreement because it believes that Executive has any cognizable legal claim against the Released Parties as defined above. Executive acknowledges that the purpose of this Agreement is to provide for a mutually acceptable transition of her employment upon her retirement and to settle all potential disputes between the parties, while at the same time protecting the Released Parties and Executive from the expense and disruption that is so often incurred in a lawsuit. If Executive elects not to sign this Agreement, the fact that this Agreement was offered in the first place will not be understood as an indication that the Released Parties believed Executive was discriminated against or treated unlawfully in any respect and/or was entitled to the consideration offered pursuant to this Agreement.

11. Executive warrants and represents that she has not filed and has not assigned any claims or causes of action covered by the release in this Agreement which have not been dismissed, closed, withdrawn or otherwise terminated either prior to or as part of this Agreement.

12. The parties hereto represent and acknowledge that in executing this Agreement, they have not relied upon any representation or statement made by any of the parties or by any of the parties' agents, attorneys or representatives with regard to the subject matter, basis or effect of this Agreement, other than those specifically stated in this written Agreement.

13. Executive agrees that except as otherwise expressly provided in this Agreement, prior to the Company's public disclosure of this Agreement, the terms of this Agreement may not be disclosed in whole or in part to any individual or any other entity, except (i) Executive's spouse, (ii) tax adviser, (iii) legal counsel, and (iv) on WSI's side, employees, agents or representatives of WSI who have a need to know in order to perform their job duties, including the successful implementation of the terms of this Agreement, or as may be required by law or reasonable business necessity. Any comment by Executive or WSI in response to inquiries by any other persons regarding her departure from WSI shall be consistent with the press release attached hereto as Exhibit A. Executive specifically agrees that her spouse, lawyer, and tax advisor have been fully briefed on, and will comply with, this confidentiality provision, and that any breach by her spouse, lawyer, and/or tax advisor of this confidentiality provision will be a breach by Executive and will subject her to claims by WSI for damages.

14. Executive shall, at all times, hold in a fiduciary capacity for the benefit of WSI or any subsidiary or affiliate companies (the “Control Group”) all secret or confidential information, knowledge, or data relating to the Control Group or its business (which shall be defined as all such information, knowledge, and data coming to the Executive’s attention by virtue of her employment at WSI except that which is otherwise public knowledge or generally known within WSI’s industry). Executive shall not at any time, without prior written consent of WSI, unless compelled pursuant to the order of a court or other body having jurisdiction over such matter or unless required by lawful process or subpoena, communicate or divulge any such information, knowledge or data to anyone other than the Control Group and those designated by it, or use any such information, knowledge or data, other than for the benefit of the Control Group.

Executive shall not, at any time, make any statements or comments (i) to any form of media or likely to come to the attention of any form of media of a negative nature that reasonably could be considered to have an adverse impact on the business or reputation of the Control Group, WSI’s Board of Directors (the “Board”) or any senior officer of the Control Group, or (ii) to any employee of the Control Group or to any supplier or customer of the Control Group of a negative nature that reasonably could be considered to have an adverse impact on the business or reputation of the Control Group or the Board or any senior officer of the Control Group. WSI shall direct its CEO, the CEO’s direct executive reports, and WSI’s Board of Directors not to disparage Executive in any manner likely to be harmful to Executive or her business, business reputation or personal reputation; provided that both parties may respond accurately and fully (i) where required in compliance with legal process or subpoena, (ii) in response to inquiry from a court or regulatory body, or (iii) in response to inquiry from the Board.

While Executive is receiving any amounts pursuant to Section 2 hereof, Executive will not directly or indirectly recruit, solicit or induce, or attempt to induce, any employee, consultant or vendor of the Control Group to terminate employment or any other relationship with the Control Group. Executive acknowledges that the restrictions contained in this paragraph are necessary for the protection of the business and goodwill of the Control Group and are considered by Executive to be reasonable for such purpose.

Executive acknowledges and agrees that all intellectual property created, made or conceived by Executive (solely or jointly), at any time while she was employed by WSI, shall be owned exclusively by WSI. In addition, Executive agrees that this Agreement shall constitute an assignment to WSI of Executive’s residual intellectual property rights, if any, in all such work, and agrees to assist WSI with securing patents, registering copyrights and trademarks, and obtaining any other forms of intellectual property protection in the United States and in other countries. For purposes of this Agreement, “intellectual property” includes business ideas and methods, confidential information, inventions, product designs, artwork, graphic designs (including, for example, catalog designs, in-store signage and posters), web page designs, audio/visual works, package designs, store interior and exterior designs, trademarks, and any other works of authorship, any of which relates to the actual or anticipated business of the Control Group or results from or is suggested by any work performed by employees for or on behalf of the Control Group.

Notwithstanding any other provision of this Agreement, in the event of a breach or threatened breach by Executive of any provision of this Section 14, Executive and WSI agree that WSI shall be entitled to injunctive and declaratory relief from a court of competent jurisdiction to restrain Executive from committing such breach of this Agreement.

The provisions of this Section 14 shall survive the termination of Executive's employment with WSI; provided, however, that the provisions shall cease to apply after WSI's uncured failure to fulfill its obligations to Executive under Section 2 of this Agreement after WSI is provided with written notice by Executive thereof and a thirty day period in which to cure such alleged failure.

15. In the event that Executive is made a party to or is threatened to be made a party to or is involuntarily involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "Proceeding"), by reason of the fact that she was an officer of the Company or was serving (during such person's tenure as officer) at the request of WSI, any other corporation, partnership, joint venture, trust or other enterprise in any capacity, whether the basis of a Proceeding is an alleged action in an official capacity as an officer or in any other capacity while serving as an officer, shall be indemnified and held harmless by WSI to the fullest extent authorized by California Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits WSI to provide broader indemnification rights than said law permitted WSI to provide prior to such amendment), against all expenses, liability and loss (including attorneys' fees, judgments, fines, or penalties and amounts to be paid in settlement) reasonably incurred or suffered by Executive in connection therewith. The right to indemnification conferred in this Section 15 shall be a contract right and shall include the right to be paid by WSI the expenses incurred in defending a Proceeding in advance of its final disposition; provided, however, that, if California Law requires, the payment of such expenses in advance of the final disposition of a Proceeding shall be made only upon receipt by the corporation of an undertaking by or on behalf of Executive to repay all amounts so advanced if it shall ultimately be determined that she is not entitled to be indemnified under this Section 15 or otherwise. No amendment to or repeal of this Section 15 shall apply to or have any effect on any right to indemnification provided hereunder with respect to any acts or omissions occurring prior to such amendment or repeal.

If a claim for indemnity under paragraph (a) of this Section 15 is not paid in full by WSI within 90 days after a written claim has been received by WSI, Executive may at any time thereafter bring suit against WSI to recover the unpaid amount of the claim and, if successful in whole or in part, Executive shall also be entitled to be paid the expense of prosecuting such claim including reasonable attorneys' fees incurred in connection therewith. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending a Proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the corporation) that Executive has not met the standards of conduct which make it permissible under California Law for WSI to indemnify Executive for the amount claimed, but the burden of proving such defense shall be on WSI. Neither the failure of WSI (including the Board, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that

indemnification of Executive is proper in the circumstances because she has met the applicable standard of conduct set forth in California Law, nor an actual determination by WSI (including the Board, independent legal counsel, or its shareholders) that Executive has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Executive has not met the applicable standard of conduct.

The rights conferred in this Section 15 shall not be exclusive of any other rights which Executive may have or hereafter acquire under any statute, provision of the Articles of Incorporation, bylaw, agreement, vote of shareholders or disinterested directors or otherwise, to the extent the additional rights to indemnification are authorized in the Articles of Incorporation of the corporation.

16. In consideration of this Agreement, Executive will fully cooperate with WSI and its counsel as it relates, in any way, to any issue or matter that may arise as the subject of litigation or administrative inquiry, which occurred during her employment with or other services to WSI. Full cooperation shall include, but not limited to, review of documents, attendance at meetings, trial or administrative proceedings, depositions, interviews, or production of documents to WSI without the need of the subpoena process. In addition, as a condition to WSI executing this Agreement and providing the benefits hereunder, Executive agrees to cooperate in all matters relating to the transition of her employment (including with respect to internal and external communication plans) and other matters reasonably requested by the Board of Directors of WSI, whether before or after the Separation Date. Such cooperation shall be at mutually convenient times and places, and be subject to reasonable reimbursement of Executive's lost compensation and expenses.

17. This Agreement shall be binding upon and shall inure to the benefit of the parties and their heirs, administrators, representatives, executors, successors and assigns.

18. This Agreement and all rights, duties and remedies hereunder shall be governed by and construed and enforced in accordance with the laws of the State of California, without reference to its choice of law rules. Any party alleging breach of the Agreement shall pursue claims, if any, in arbitration under the commercial (and not the employment) rules of the Judicial Arbitration and Mediation Services (JAMS). The Arbitrator shall be empowered to award the party prevailing in any such arbitration its fees and costs. Before the filing of such claims, the parties agree to engage in mediation, in good faith with intent to attempt to resolve their disputes, through a mutually agreed upon mediator.

19. This Agreement sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements or understandings, written or oral, between the parties hereto pertaining to the subject matter hereof. Without limiting the foregoing, if there are any conflicts between this Agreement and the Employment Agreement, this Agreement shall control.

20. Executive and WSI shall each be responsible for payment of their own respective fees, legal costs and related expenses, if any, incurred in connection with the matters resolved by this Agreement.

21. Executive acknowledges and agrees that neither WSI nor its advisors have made any representations to her regarding the tax consequences to Executive of any compensation or benefits subject to this Agreement. Such tax consequences are solely Executive's responsibility.

22. This Agreement is intended to be exempt from or comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities or ambiguous terms herein will be interpreted to be exempt or so comply. Executive agrees to amend this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition to Executive under Section 409A, so long as such amendment or action does not reduce Executive's benefits hereunder. Without limiting Section 21 hereof, in no event will WSI reimburse Executive for any taxes that may be imposed on Executive as a result of Section 409A.

23. Executive warrants that she has been advised to review this Agreement with legal counsel and that she has been supplied with, has read and has had an opportunity to discuss the terms of this Agreement with her attorneys. Executive further warrants that she fully understands the contents and effect of this document, approves and accepts the terms and provisions of this Agreement, agrees to be bound thereby, and signs the same of her own free will. Executive has twenty-one days to review the Agreement, although she need not take all of that time, and shall have seven (7) days after she signs this Agreement to reconsider and revoke this Agreement. Any revocation of this Agreement by Executive following her execution of this Agreement must be in writing and delivered to Linda Lewis, whose address is 3250 Van Ness Avenue, San Francisco, CA 94109 no later than the close of business of the seventh (7th) day following Executive's execution of this Agreement. Provided no revocation is delivered, the Effective Date of this Agreement shall be the day after the expiration of the revocation period or the day of notice by WSI that the condition has been removed, whichever is later.

[Signature Page Follows]

Agreed to this 7th day of March, 2012.

/s/ Sharon McCollam

Sharon McCollam

/s/ Laura Alber

By: Laura Alber
Williams-Sonoma, Inc.

SECOND AMENDMENT TO FIFTH AMENDED AND RESTATED CREDIT AGREEMENT

THIS SECOND AMENDMENT TO FIFTH AMENDED AND RESTATED CREDIT AGREEMENT, dated as of June 22, 2012 (this "Amendment"), is entered into among WILLIAMS-SONOMA, INC., a Delaware corporation (the "Borrower"), the Guarantors party hereto, the Lenders party hereto, and BANK OF AMERICA, N.A., as administrative agent for the Lenders (in such capacity, the "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement (as defined below).

RECITALS

WHEREAS, the Borrower, the Lenders and the Agent are parties to that certain Fifth Amended and Restated Credit Agreement, dated as of September 23, 2010 (as amended or modified from time to time, the "Credit Agreement"); and

WHEREAS, the parties hereto have agreed to amend the Credit Agreement as provided herein.

NOW, THEREFORE, in consideration of the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT1. Amendments.

(a) The definition of "Domestic Subsidiary" in Section 1.1 of the Credit Agreement is hereby amended to read as follows:

"Domestic Subsidiary" means any Subsidiary of the Borrower that is organized under the laws of any political subdivision of the United States, other than any such Subsidiary substantially all of the assets of which consist of stock of one or more Subsidiaries that are "controlled foreign corporations" within the meaning of Section 957 of the Code.

(b) The definition of "Maturity Date" in Section 1.1 of the Credit Agreement is hereby amended to read as follows:

"Maturity Date" means June 22, 2017; provided, however, if such date is not a Business Day, the Maturity Date shall be the next preceding Business Day.

(c) Section 4.2 of the Credit Agreement is hereby amended to read as follows:

Section 4.2 Determinations of Margins and Facility Fee Rate. From June 22, 2012 to the first Margin Adjustment Date, the margins identified in Section 4.1 shall be as follows: (a) the margin of interest payable with respect to Base Rate Loans (the "Base Rate Margin") shall be 0.000%; (b) the margin of interest payable with respect to Libor Loans (the "Libor Rate Margin") shall be 1.000%; and (c) the margin of interest payable with respect to IBOR Loans (the "IBOR Rate Margin") shall be 1.000%. From June 22, 2012 until the first Margin Adjustment Date, the percentage used to determine fees payable under Section 4.6 (the "Facility Fee Rate") shall be 0.125%. Upon delivery

of the certificate required pursuant to Section 10.1(c) after the end of each Fiscal Quarter commencing with such certificate delivered for the Fiscal Quarter ending July 29, 2012, the Facility Fee Rate, the Base Rate Margin, the Libor Rate Margin and the IBOR Rate Margin shall automatically be adjusted to the fee or rate, as applicable, corresponding to the Leverage Ratio (determined for the preceding twelve (12) Fiscal Periods then ending) of the Borrower set forth in the following table, such automatic adjustment to take effect as of the first day of the calendar month following the date on which such certificate is delivered (the “Margin Adjustment Date”).

LEVERAGE RATIO	FACILITY FEE RATE	LIBOR RATE MARGIN	IBOR RATE MARGIN	BASE RATE MARGIN
Greater than or equal to 3.00 to 1.00	0.225%	1.775%	1.775%	0.775%
Greater than or equal to 2.50 to 1.00 but less than 3.00 to 1.00	0.175%	1.325%	1.325%	0.325%
Greater than or equal to 2.00 to 1.00 but less than 2.50 to 1.00	0.150%	1.100%	1.100%	0.100%
Greater than or equal to 1.50 to 1.00 but less than 2.00 to 1.00	0.125%	1.000%	1.000%	0.000%
Less than 1.50 to 1.00	0.100%	0.900%	0.900%	0.000%

If the Borrower fails to deliver such certificate with respect to any Fiscal Quarter which sets forth the Leverage Ratio within the period of time required by Section 10.1(c): (x) each of the Libor Rate Margin and the IBOR Rate Margin (each for Interest Periods commencing after the applicable Margin Adjustment Date) shall automatically be adjusted to 1.775% per annum; (y) the Base Rate Margin shall be automatically adjusted to 0.775% per annum; and (z) the Facility Fee Rate shall automatically be adjusted to 0.225% per annum. The automatic adjustments provided for in the preceding sentence shall take effect as of the date on which the referenced certificate is due and shall remain in effect until otherwise adjusted on the date such certificate is actually received in accordance herewith.

2. Joinder of Rejuvenation Inc.

(a) Rejuvenation Inc., an Oregon corporation (the “New Subsidiary”) hereby assumes all the obligations of a “Guarantor” under the Guaranty Agreement and agrees that it is a “Guarantor” and bound as a “Guarantor” under the terms of the Guaranty Agreement as if it had been a signatory thereto. In accordance with the foregoing and for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the New Subsidiary irrevocably and unconditionally guarantees to the Agent and the other holders of the Guaranteed Indebtedness (as defined in the Guaranty Agreement) the full and prompt payment and performance of the Guaranteed Indebtedness (as defined in the Guaranty Agreement) upon the terms and conditions set forth in the Guaranty Agreement. Without limiting the generality of the foregoing terms of this paragraph 2(a), the New Subsidiary hereby jointly and severally together with the other Guarantors, guarantees to each holder of the Guaranteed Indebtedness (as defined in the Guaranty Agreement) and the Agent, as provided in the Guaranty Agreement, the prompt payment of the

Guaranteed Indebtedness (as defined in the Guaranty Agreement) in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration, a mandatory cash collateralization or otherwise) strictly in accordance with the terms thereof.

(b) This Agreement shall be deemed to be part of, and a modification to, the Guaranty Agreement and shall be governed by all the terms and provisions of the Guaranty Agreement, which terms are incorporated herein by reference, are ratified and confirmed and shall continue in full force and effect as valid and binding agreements of the New Subsidiary enforceable against the New Subsidiary. The New Subsidiary hereby waives notice of the Agent's or any Lender's acceptance of this Agreement.

3. Effectiveness; Conditions Precedent. This Amendment shall become effective upon satisfaction of the following conditions precedent:

(a) Execution of Counterparts of Amendment. The Agent shall have received counterparts of this Amendment, which collectively shall have been duly executed on behalf of the Borrower, each of the Guarantors, the Agent and the Lenders.

(b) Opinions of Counsel. The Agent shall have received satisfactory opinions of legal counsel to the Borrower and the Guarantors as to such matters as the Agent may request.

(c) Organization Documents, Resolutions, Etc. The Agent shall have received the following, in form and substance satisfactory to the Agent, for each of the Borrower and the Guarantors:

(i) the certificate of incorporation, certificate of formation, certificate of limited partnership or other similar document certified by the Secretary of State of the state of its incorporation, formation or organization and dated a current date (or, in lieu thereof, a certification from the Secretary of such Person that such document has not changed from a certified copy thereof previously delivered to the Agent);

(ii) the bylaws, operating agreement; partnership agreement or similar agreement certified by its Secretary or an Assistant Secretary (or, in lieu thereof, a certification from the Secretary of such Person that such document has not changed from a certified copy thereof previously delivered to the Agent);

(iii) resolutions of its board of directors (or similar governing body) certified by its Secretary or an Assistant Secretary which authorize its execution, delivery and performance of this Amendment;

(iv) a certificate of incumbency certified by the Secretary or an Assistant Secretary certifying the names of its officers who are authorized to sign this Amendment (including the certificates contemplated herein) together with specimen signatures of each such officer; and

(v) certificates (dated within thirty (30) days of the Closing Date) of the appropriate Governmental Authorities of the state of incorporation, formation or organization as to its existence and, to the extent applicable, good standing.

(d) Fees. The Borrower shall have paid (i) to the Agent, for the account of each Lender, all agreed upfront fees due and payable to such Lender on the date hereof and (ii) to the Agent and the Arranger, all fees due and payable to the Agent and the Arranger on the date hereof.

4. Expenses. The Borrower agrees to reimburse the Agent for all reasonable out-of-pocket costs and expenses of the Agent in connection with the preparation, execution and delivery of this Amendment, including without limitation the reasonable fees and expenses of Moore & Van Allen PLLC.

5. Ratification of Credit Agreement. The Borrower and each Guarantor acknowledges and consents to the terms set forth herein and agrees that this Amendment does not impair, reduce or limit any of its obligations under the Loan Documents, as amended hereby. This Amendment is a Loan Document.

6. Authority/Enforceability. The Borrower and each Guarantor represents and warrants as follows:

(a) It has taken all necessary action to authorize the execution, delivery and performance of this Amendment.

(b) This Amendment has been duly executed and delivered by such Person and constitutes its legal, valid and binding obligations, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to the enforcement of creditors' rights and general principles of equity.

(c) No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by such Person of this Amendment.

(d) The execution and delivery of this Amendment does not (i) contravene the terms of its articles of incorporation, bylaws or other organizational documents (as applicable) or (ii) violate any applicable law, rule or regulation.

7. Representations and Warranties of the Borrower. The Borrower represents and warrants to the Lenders that after giving effect to this Amendment (a) the representations and warranties set forth in Article 9 of the Credit Agreement are true and correct in all material respects as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date, and (b) no event has occurred and is continuing which constitutes a Default.

8. Counterparts/Telecopy. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of executed counterparts of this Amendment by telecopy or other secure electronic format (.pdf) shall be effective as an original.

9. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE; PROVIDED THAT THE AGENT AND EACH LENDER SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

10. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11. Headings. The headings of the sections hereof are provided for convenience only and shall not in any way affect the meaning or construction of any provision of this Amendment.

12. Severability. If any provision of this Amendment is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Amendment shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

[remainder of page intentionally left blank]

Each of the parties hereto has caused a counterpart of this Amendment to be duly executed and delivered as of the date first above written.

BORROWER:

WILLIAMS-SONOMA, INC.,
a Delaware corporation

By: /s/ Julie P. Whalen

Name: Julie P. Whalen

Title: Acting Chief Financial Officer

GUARANTORS:

WILLIAMS-SONOMA STORES, INC.
WILLIAMS-SONOMA DIRECT, INC.
WILLIAMS-SONOMA RETAIL SERVICES, INC.
WILLIAMS-SONOMA DTC, INC.
WILLIAMS-SONOMA GIFT MANAGEMENT, INC.
SUTTER STREET MANUFACTURING, INC.
WILLIAMS-SONOMA ADVERTISING, INC.
WILLIAMS-SONOMA DTC TEXAS, INC.
REJUVENATION INC.

By: /s/ Julie P. Whalen

Name: Julie P. Whalen

Title: Acting Chief Financial Officer

WILLIAMS-SONOMA, INC.
SECOND AMENDMENT TO FIFTH AMENDED AND RESTATED CREDIT AGREEMENT

AGENT:

BANK OF AMERICA, N.A.,
as Agent

By: /s/ Tiffany Shin
Name: Tiffany Shin
Title: Assistant Vice President

LENDERS:

BANK OF AMERICA, N.A.,
as a Lender, L/C Issuer and Swing Line Lender

By: /s/ Brandon J. Kirkbride
Name: Brandon J. Kirkbride
Title: Senior Vice President

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Lacy Houstoun
Name: Lacy Houstoun
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Conan Schleicher
Name: Conan Schleicher
Title: Vice President

JPMORGAN CHASE BANK, N.A.,
as a Lender

By: /s/ Alex Rogin
Name: Alex Rogin
Title: Vice President

BARCLAYS BANK PLC,
as a Lender

By: /s/ Ronnie Glenn
Name: Ronnie Glenn
Title: Vice President

KEYBANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Marianne T. Meil
Name: Marianne T. Meil
Title: Senior Vice President

WILLIAMS-SONOMA, INC.
SECOND AMENDMENT TO FIFTH AMENDED AND RESTATED CREDIT AGREEMENT

UNION BANK, N.A.,
as a Lender

By: /s/ Justin Brauer
Name: Justin Brauer
Title: Vice President

FIFTH THIRD BANK,
as a Lender

By: /s/ Gary S. Losey
Name: Gary S. Losey
Title: Vice President

THE BANK OF NOVA SCOTIA,
as a Lender

By: /s/ Christopher Usas
Name: Christopher Usas
Title: Director

WILLIAMS-SONOMA, INC.
SECOND AMENDMENT TO FIFTH AMENDED AND RESTATED CREDIT AGREEMENT

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: September 7, 2012

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: September 7, 2012

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 July 29, 2012 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; 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: September 7, 2012

**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 July 29, 2012 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; 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: September 7, 2012

