FORM 10-Q

WILLIAMS SONOMA INC - WSM

Filed: December 07, 2012 (period: October 28, 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 October 28, 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 November 25, 2012, 98,046,283 shares of the registrant's Common Stock were outstanding.

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WILLIAMS-SONOMA, INC.
REPORT ON FORM 10-Q
FOR THE QUARTER ENDED OCTOBER 28, 2012

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PART I. FINANCIAL INFORMATION

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ITEM 1. FINANCIAL STATEMENTS

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

	Thirteen Weeks Ended		Thirty-Nine Weeks Ended	
Dollars and shares in thousands, except per share amounts	October 28, 2012	October 30, 2011	October 28, 2012	October 30, 2011
Net revenues	$ 944,554	$ 867,176	$2,636,451	$2,452,751
Cost of goods sold	576,556	535,213	1,624,707	1,516,184
Gross margin	367,998	331,963	1,011,744	936,567
Selling, general and administrative expenses	288,702	263,219	813,022	752,038
Operating income	79,296	68,744	198,722	184,529
Interest (income) expense, net	(173)	(7)	(532)	63
Earnings before income taxes	79,469	68,751	199,254	184,466
Income taxes	30,569	25,330	76,258	70,121
Net earnings	$ 48,900	$ 43,421	$ 122,996	$ 114,345
Basic earnings per share	$ 0.50	$ 0.42	$ 1.24	$ 1.09
Diluted earnings per share	$ 0.49	$ 0.41	$ 1.21	$ 1.07
Shares used in calculation of earnings per share:				
Basic	98,444	103,651	99,528	104,592
Diluted	100,418	105,721	101,285	106,835

See Notes to Condensed Consolidated Financial Statements.

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

	Thirteen Weeks Ended		Thirty-Nine Weeks Ended	
Dollars in thousands	October 28, 2012	October 30, 2011	October 28, 2012	October 30, 2011
Net earnings	$ 48,900	$ 43,421	$ 122,996	$ 114,345
Other comprehensive income (loss), net of tax:				
Foreign currency translation adjustment	1,325	(2,184)	1,024	276
Comprehensive income	$ 50,225	$ 41,237	$ 124,020	$ 114,621

See Notes to Condensed Consolidated Financial Statements.

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

Dollars and shares in thousands, except per share amounts	October 28, 2012	January 29, 2012	October 30, 2011
ASSETS			
Current assets			
Cash and cash equivalents	$ 262,484	$ 502,757	$ 379,393
Restricted cash	16,049	14,732	14,726
Accounts receivable, net	59,562	45,961	54,140
Merchandise inventories, net	688,437	553,461	626,583
Prepaid catalog expenses	44,452	34,294	46,898
Prepaid expenses	34,370	24,188	41,925
Deferred income taxes, net	91,718	91,744	85,602
Other assets	9,741	9,229	9,632
Total current assets	1,206,813	1,276,366	1,258,899
Property and equipment, net	763,576	734,672	740,025
Non-current deferred income taxes, net	13,691	12,382	34,061
Other assets, net	39,342	37,418	18,179
Total assets	$ 2,023,422	$ 2,060,838	$ 2,051,164
LIABILITIES AND STOCKHOLDERS' EQUITY			
Current liabilities			
Accounts payable	$ 236,562	$ 218,329	$ 220,689
Accrued salaries, benefits and other	96,534	111,774	89,117
Customer deposits	208,239	190,417	207,749
Income taxes payable	1,467	22,435	17,152
Current portion of long-term debt	1,753	1,795	1,815
Other liabilities	28,734	27,049	26,418
Total current liabilities	573,289	571,799	562,940
Deferred rent and lease incentives	177,912	181,762	188,989
Long-term debt	3,755	5,478	5,494
Other long-term obligations	50,609	46,537	45,957
Total liabilities	805,565	805,576	803,380
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; 98,095, 100,451 and 103,049 shares issued and outstanding at October 28, 2012, January 29, 2012 and October 30, 2011, respectively	981	1,005	1,030
Additional paid-in capital	495,938	478,720	480,292
Retained earnings	707,323	762,947	753,196
Accumulated other comprehensive income	13,615	12,590	13,266
Total stockholders' equity	1,217,857	1,255,262	1,247,784
Total liabilities and stockholders' equity	$ 2,023,422	$ 2,060,838	$ 2,051,164

See Notes to Condensed Consolidated Financial Statements.

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

Dollars in thousands	Thirty-Nine Weeks Ended October 28, 2012	Thirty-Nine Weeks Ended October 30, 2011
Cash flows from operating activities:		
Net earnings	$ 122,996	$ 114,345
Adjustments to reconcile net earnings to net cash provided by (used in) operating activities:		
Depreciation and amortization	98,653	98,773
Loss on sale/disposal of assets	1,567	1,290
Impairment of assets	0	172
Amortization of deferred lease incentives	(19,785)	(20,828)
Deferred income taxes	(8,767)	(6,989)
Tax benefit from exercise of stock-based awards	7,098	6,036
Stock-based compensation expense	22,778	17,834
Changes in:		
Accounts receivable	(13,045)	(12,526)
Merchandise inventories	(134,545)	(113,034)
Prepaid catalog expenses	(10,157)	(10,073)
Prepaid expenses and other assets	(12,883)	(19,125)
Accounts payable	4,832	(17,687)
Accrued salaries, benefits and other current and long-term liabilities	(9,069)	(38,535)
Customer deposits	17,773	15,284
Deferred rent and lease incentives	15,866	8,027
Income taxes payable	(20,929)	(24,847)
Net cash provided by (used in) operating activities	62,383	(1,883)
Cash flows from investing activities:		
Purchases of property and equipment	(116,398)	(102,255)
Restricted cash deposits	(1,317)	(2,214)
Proceeds from insurance reimbursement	0	707
Other	(231)	(536)
Net cash used in investing activities	(117,946)	(104,298)
Cash flows from financing activities:		
Repurchase of common stock	(124,293)	(93,986)
Payment of dividends	(66,185)	(51,334)
Tax withholdings related to stock-based awards	(12,327)	(8,376)
Proceeds from exercise of stock-based awards	12,009	7,651
Excess tax benefit from exercise of stock-based awards	7,399	4,895
Repayments of long-term obligations	(1,765)	(1,515)
Other	(405)	(86)
Net cash used in financing activities	(185,567)	(142,751)
Effect of exchange rates on cash and cash equivalents	857	(78)
Net decrease in cash and cash equivalents	(240,273)	(249,010)
Cash and cash equivalents at beginning of period	502,757	628,403
Cash and cash equivalents at end of period	$ 262,484	$ 379,393

See Notes to Condensed Consolidated Financial Statements.

WILLIAMS-SONOMA, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
Thirty-Nine Weeks Ended October 28, 2012 and October 30, 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 October 28, 2012 and October 30, 2011, the condensed consolidated statements of earnings and of comprehensive income for the thirteen and thirty-nine weeks then ended, and the condensed consolidated statements of cash flows for the thirty-nine 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 thirty-nine 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 thirty-nine weeks ended October 28, 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. 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 October 28, 2012, there were 7,580,102 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 thirty-nine weeks ended October 28, 2012, we recognized total stock-based compensation expense, as a component of selling, general and administrative expenses, of $7,686,000 and $22,778,000, respectively (including stock-based compensation expense of $3,019,000 for the thirty-nine weeks ended October 28, 2012, associated with the retirement of our former Executive Vice President, Chief Operating and Chief Financial Officer). During the thirteen and thirty-nine weeks ended October 30, 2011, we recognized total stock-based compensation expense of $5,578,000 and $17,834,000, respectively.

Stock Options

The following table summarizes our stock option activity during the thirty-nine weeks ended October 28, 2012:

	Shares
Balance at January 29, 2012	934,696
Granted	0
Exercised	(415,136)
Cancelled	(680)
Balance at October 28, 2012 (100% vested)	518,880

Stock-Settled Stock Appreciation Rights

The following table summarizes our stock-settled stock appreciation right activity during the thirty-nine weeks ended October 28, 2012:

	Shares
Balance at January 29, 2012	3,941,642
Granted	0
Converted into common stock	(759,429)
Cancelled	(214,738)
Balance at October 28, 2012	2,967,475
Vested at October 28, 2012	1,221,789
Vested and expected to vest at October 28, 2012	2,342,876

Restricted Stock Units

The following table summarizes our restricted stock unit activity during the thirty-nine weeks ended October 28, 2012:

	Shares
Balance at January 29, 2012	2,293,851
Granted	1,226,037
Released	(379,285)
Cancelled	(331,352)
Balance at October 28, 2012	2,809,251
Vested and expected to vest at October 28, 2012	1,984,825

NOTE C. EARNINGS PER SHARE

Basic earnings per share is computed as net earnings divided by the weighted average number of common shares outstanding for the period. Diluted earnings per share is computed as net earnings divided by the weighted average number of common shares outstanding for the period plus common stock equivalents consisting of shares 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:

Dollars and amounts in thousands, except per share amounts	Net Earnings	Weighted Average Shares	Earnings Per Share
Thirteen weeks ended October 28, 2012			
Basic	$ 48,900	98,444	$ 0.50
Effect of dilutive stock-based awards		1,974	
Diluted	$ 48,900	100,418	$ 0.49
Thirteen weeks ended October 30, 2011			
Basic	$ 43,421	103,651	$ 0.42
Effect of dilutive stock-based awards		2,070	
Diluted	$ 43,421	105,721	$ 0.41
Thirty-nine weeks ended October 28, 2012			
Basic	$ 122,996	99,528	$ 1.24
Effect of dilutive stock-based awards		1,757	
Diluted	$ 122,996	101,285	$ 1.21
Thirty-nine weeks ended October 30, 2011			
Basic	$ 114,345	104,592	$ 1.09
Effect of dilutive stock-based awards		2,243	
Diluted	$ 114,345	106,835	$ 1.07

Stock-based awards of 1,210,000 and 2,482,000 for the thirteen weeks ended and 1,604,000 and 1,719,000 for the thirty-nine weeks ended October 28, 2012 and October 30, 2011, respectively, were not included in the computation of diluted earnings per share, as their inclusion would be anti-dilutive.

NOTE D. SEGMENT REPORTING

We have two reportable segments, direct-to-customer and retail. The direct-to-customer segment has seven merchandising concepts (Williams-Sonoma, Pottery Barn, Pottery Barn Kids, PBteen, West Elm, 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.

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.

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Segment Information

Dollars in thousands	Direct-to-Customer	Retail	Unallocated	Total
Thirteen weeks ended October 28, 2012				
Net revenues[1]	$ 447,115	$ 497,439	$ 0	$ 944,554
Depreciation and amortization expense	5,751	17,937	9,647	33,335
Operating income	100,769	44,003	(65,476)	79,296
Capital expenditures	7,922	25,861	13,007	46,790
Thirteen weeks ended October 30, 2011				
Net revenues[1]	$ 389,653	$ 477,523	$ 0	$ 867,176
Depreciation and amortization expense	4,909	19,305	8,660	32,874
Operating income	84,268	46,110	(61,634)	68,744
Capital expenditures	8,857	20,201	10,672	39,730
Thirty-nine weeks ended October 28, 2012				
Net revenues[1]	$ 1,235,883	$ 1,400,568	$ 0	$2,636,451
Depreciation and amortization expense	17,045	53,493	28,115	98,653
Operating income[2]	273,947	116,958	(192,183)	198,722
Assets[3]	411,560	970,250	641,612	2,023,422
Capital expenditures	20,680	51,941	43,777	116,398
Thirty-nine weeks ended October 30, 2011				
Net revenues[1]	$1,101,815	$1,350,936	$ 0	$2,452,751
Depreciation and amortization expense	14,972	58,706	25,095	98,773
Operating income[4]	242,958	114,865	(173,294)	184,529
Assets[3]	351,040	924,547	775,577	2,051,164
Capital expenditures	22,084	40,924	39,247	102,255

[1] *Includes net revenues of approximately $39.4 million and $36.3 million for the thirteen weeks ended October 28, 2012 and October 30, 2011, respectively, and $101.6 million and $94.4 million for the thirty-nine weeks ended October 28, 2012 and October 30, 2011, respectively, related to our foreign operations.*

[2] *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.*

[3] *Includes approximately $31.3 million and $25.4 million of long-term assets as of October 28, 2012 and October 30, 2011, respectively, related to our foreign operations.*

[4] *Includes expenses in the retail channel of approximately $2.3 million related to asset impairment and early lease termination charges for underperforming retail stores.*

NOTE E. COMMITMENTS AND CONTINGENCIES

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

NOTE F. STOCK REPURCHASE PROGRAM AND DIVIDEND

Stock Repurchase Program

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 October 28, 2012, we repurchased 748,807 shares under this program at an average cost of $41.69 per share and a total cost of $31,217,000. During the thirty-nine weeks ended October 28, 2012, we repurchased 3,278,078 shares under this program at an average cost of $37.92 per share and a total cost of $124,293,000. As of October 28, 2012, there remains an aggregate of $31,283,000 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 October 30, 2011, we repurchased 963,700 shares of our common stock at an average cost of $32.68 per share and a total cost of $31,490,000. During the thirty-nine weeks ended October 30, 2011, we repurchased 2,530,208 shares of our common stock at an average cost of $37.15 per share and a total cost of $93,986,000 under programs previously authorized by our Board of Directors.

Dividend

Our quarterly cash dividend was $0.22 per common share for the thirteen weeks ended October 28, 2012.

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 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 dividends and stock repurchase program; our expectations regarding our brands as we execute our strategies; the execution of our strategies; our investment in our strategic initiatives; our expectations regarding the growth of our existing brands; the expansion of our global business, including expectations regarding the opening of additional franchised locations, our global e-commerce shipping capabilities and the opening of our stores in Australia in early fiscal 2013; our expectations regarding launching new business; our focus on improving customer service and enhancing profitability; our focus on enhancements to the online shopping experience; our expectations regarding execution of our holiday season; our planned capital expenditures; 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 purchases, advertising and marketing initiatives, purchases of property and equipment, stock repurchases and dividend payments; our compliance with our bank covenants; 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 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 disclaim any 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 October 28, 2012 ("third quarter of fiscal 2012"), as compared to the thirteen weeks ended October 30, 2011("third quarter of fiscal 2011") and the thirty-nine weeks ended October 28, 2012 ("year-to-date 2012"), as compared to the thirty-nine weeks ended October 30, 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.

Third Quarter of Fiscal 2012 Financial Results

In the third quarter of fiscal 2012, our net revenues increased 8.9% to $944,554,000, compared to $867,176,000 in the third quarter of fiscal 2011, and comparable brand revenues increased 8.5%. Diluted earnings per share in the third quarter of fiscal 2012 increased to $0.49, versus $0.41 in the third quarter of fiscal 2011. During the quarter, we also returned $52,953,000 to our stockholders through stock repurchases and dividends.

Direct-to-customer net revenues in the third quarter of fiscal 2012 increased $57,462,000, or 14.7%, compared to the third quarter of fiscal 2011. This increase was driven by growth across all brands, led by Pottery Barn, West Elm, Pottery Barn Kids and Williams-Sonoma. E-commerce net revenues increased 16.7% to $395,764,000 in the third quarter of fiscal 2012, compared to $339,130,000 in the third quarter of fiscal 2011.

Retail net revenues in the third quarter of fiscal 2012 increased $19,916,000, or 4.2%, compared to the third 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. Retail leased square footage remained flat compared to the third quarter of fiscal 2011. Comparable store sales in the third quarter of fiscal 2012 increased 2.9%, compared to 6.3% in the third quarter of fiscal 2011.

All brands delivered positive comparable brand revenue growth in the third quarter of fiscal 2012. Pottery Barn and West Elm continued to perform well, and comparable brand growth in Pottery Barn Kids accelerated as its inventory positions improved. PBteen and Williams-Sonoma both experienced year-over-year comparable brand revenue increases and improved revenue trends versus the second quarter of fiscal 2012.

In the Pottery Barn brand, comparable brand revenues increased 11.1% in the third quarter of fiscal 2012, on top of 7.0% growth in the third quarter of fiscal 2011, with strong results across both channels and all product categories. West Elm comparable brand revenues increased 13.0% during the third quarter of fiscal 2012, on top of 27.0% growth in the third quarter of fiscal 2011. Growth continued to be driven by all categories, led by double-digit comparable brand revenue growth in furniture and textiles. In Williams-Sonoma, as we continue to focus on improving overall brand performance, we saw a year-over-year increase in comparable brand revenues of 1.3% during the third quarter of fiscal 2012, compared to 0.3% growth in the third quarter of fiscal 2011. These net revenue improvements resulted from our strategic focus on product innovation, marketing and customer engagement. We have continued to work toward our goal of increasing our ratio of exclusive products, as the strongest performance continues to be in those categories where we have the highest proportion of new, exclusive and innovative products. In Pottery Barn Kids, comparable brand revenues increased 10.1% during the third quarter of fiscal 2012, on top of 5.2% growth in the third quarter of fiscal 2011, with strong results across both channels and all product categories. Textiles and decorative accessories posted notable growth, reflecting a successful back-to-school season. Our baby business was also strong, led by consumer response to our expanded nursery offerings, gift giving and registry experience. PBteen comparable brand revenues increased 2.0% during the quarter, on top of 6.5% growth in the third quarter of fiscal 2011. This growth was led by furniture and textiles with strength in our dorm initiative in the back-to-school time period and our strategic launch of Burton home furnishings.

Third Quarter of Fiscal 2012 Operational Results

Throughout the third quarter of fiscal 2012, we continued to invest in our three key strategic initiatives for driving sustainable, profitable growth and increasing stockholder value: growing our existing brands, global expansion and launching new businesses.

In our existing brands, we continued to focus on opportunities for further growth.

In our global business, we opened five new stores, including the first Williams-Sonoma and West Elm stores in the Middle East, with our unaffiliated franchisee. We also continued to ship to more than 90 countries around the world through our third party vendor and are continuing to make progress toward opening four stores in Sydney, Australia in early fiscal 2013, which represent our first company-owned stores outside of North America.

With respect to launching new businesses, in late October we announced West Elm Market, a brand extension of West Elm that provides an assortment inspired by the common sense shop-keeping of the classic general store. Subsequent to quarter-end, we also announced the launch of Mark and Graham, our newest direct-to-customer brand, which features personalized gifts and accessories.

Foundational to all of our growth initiatives are improvements in our supply chain and advancements in our technology.

In our supply chain, we continued to focus on improving our return rates as well as improving quality and on-time shipping performance by working with our teams in Vietnam and China. Additionally, we continued to make progress on the consolidation of our conveyable mail order operations and the in-sourcing of our distribution hubs.

In e-commerce, we implemented website improvements that provide for a more personalized shopping experience and make buying more streamlined for customers who transact on multiple devices. We also continued to explore and capitalize on social media and mobile opportunities.

As we look forward to the remainder of fiscal 2012, we continue to be focused on the execution of our holiday season and our long-term strategies that will allow us to continue to deliver increased revenue and profitability.

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

	Thirteen Weeks Ended				Thirty-Nine Weeks Ended			
Dollars in thousands	October 28, 2012	% Total	October 30, 2011	% Total	October 28, 2012	% Total	October 30, 2011	% Total
Direct-to-customer net revenues	$ 447,115	47.3%	$ 389,653	44.9%	$ 1,235,883	46.9%	$ 1,101,815	44.9%
Retail net revenues	497,439	52.7%	477,523	55.1%	1,400,568	53.1%	1,350,936	55.1%
Net revenues	$ 944,554	100.0%	$ 867,176	100.0%	$2,636,451	100.0%	$2,452,751	100.0%

Net revenues in the third quarter of fiscal 2012 increased by $77,378,000, or 8.9%, compared to the third quarter of fiscal 2011. This increase was driven by comparable brand revenue growth of 8.5%, including e-commerce net revenue growth of 16.7%, and a 2.9% increase in comparable store sales. These increased net revenues during the third quarter of fiscal 2012 were primarily driven by the Pottery Barn, West Elm and Pottery Barn Kids brands.

Net revenues for year-to-date 2012 increased by $183,700,000, or 7.5%, compared to year-to-date 2011. This increase was driven by comparable brand revenue growth of 7.2%, including e-commerce net revenue growth of 14.2%, and a 3.8% increase in comparable store sales. These increased net revenues during year-to-date 2012 were driven primarily by the Pottery Barn and West Elm brands.

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.

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

	Thirteen Weeks Ended		Thirty-Nine Weeks Ended	
Comparable brand revenue growth (decline)	October 28, 2012	October 30, 2011	October 28, 2012	October 30, 2011
Pottery Barn	11.1%	7.0%	10.6%	6.1%
Williams-Sonoma[1]	1.3%	0.3%	(0.7%)	1.5%
Pottery Barn Kids	10.1%	5.2%	4.5%	7.8%
West Elm	13.0%	27.0%	16.6%	28.7%
PBteen	2.0%	6.5%	(0.6%)	10.9%
Total	8.5%	7.3%	7.2%	7.6%

[1] *Williams-Sonoma excludes net revenues from Williams-Sonoma Home merchandise. Including Williams-Sonoma Home, comparable brand revenue growth (decline) for Williams-Sonoma was 0.8% and 0.1% in the third quarter of fiscal 2012 and fiscal 2011, respectively, and (1.6%) and 1.2% for year-to-date 2012 and year-to-date 2011, respectively (Williams-Sonoma Home net revenues are included in the total).*

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DIRECT-TO-CUSTOMER NET REVENUES

	Thirteen Weeks Ended		Thirty-Nine Weeks Ended	
Dollars in thousands	October 28, 2012	October 30, 2011	October 28, 2012	October 30, 2011
Direct-to-customer net revenues	$ 447,115	$ 389,653	$1,235,883	$1,101,815
Direct-to-customer net revenue growth	14.7%	9.9%	12.2%	11.7%
E-commerce net revenue growth	16.7%	14.6%	14.2%	17.7%
E-commerce net revenues as a percent of direct-to-customer net revenues	88.5%	87.0%	87.4%	85.8%

Direct-to-customer net revenues in the third quarter of fiscal 2012 increased $57,462,000, or 14.7%, compared to the third quarter of fiscal 2011. This increase was driven by growth across all brands, led by Pottery Barn, West Elm, Pottery Barn Kids and Williams-Sonoma. E-commerce net revenues increased 16.7% to $395,764,000 in the third quarter of fiscal 2012, compared to $339,130,000 in the third quarter of fiscal 2011.

Direct-to-customer net revenues for year-to-date 2012 increased $134,068,000, or 12.2%, 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. E-commerce net revenues increased 14.2% to $1,080,145,000 for year-to-date 2012, compared to $945,654,000 for year-to-date 2011.

RETAIL NET REVENUES AND OTHER DATA

	Thirteen Weeks Ended		Thirty-Nine Weeks Ended	
Dollars in thousands	October 28, 2012	October 30, 2011	October 28, 2012	October 30, 2011
Retail net revenues	$ 497,439	$ 477,523	$1,400,568	$1,350,936
Retail net revenue growth	4.2%	3.6%	3.7%	2.1%
Comparable store sales growth	2.9%	6.3%	3.8%	4.8%
Number of stores - beginning of period	579	586	576	592
Number of new stores	7	1	14	4
Number of new stores due to remodeling [1]	3	2	6	10
Number of permanently closed stores	(2)	-	(5)	(10)
Number of closed stores due to remodeling [1]	(3)	-	(7)	(7)
Number of stores - end of period	584	589	584	589
Store selling square footage at period-end	3,566,000	3,583,000	3,566,000	3,583,000
Store leased square footage ("LSF") at period-end	5,813,000	5,809,000	5,813,000	5,809,000

[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	
	July 29, 2012	Openings	Closings	October 28, 2012	October 30, 2011	October 28, 2012	October 30, 2011
Williams-Sonoma	259	1	(1)	259	268	6,600	6,500
Pottery Barn	193	4	(4)	193	201	13,900	13,700
Pottery Barn Kids	83	-	-	83	84	8,100	8,200
West Elm	40	5	-	45	36	15,600	17,200
Rejuvenation	4	-	-	4	-	13,200	-
Total[1]	579	10	(5)	584	589	10,000	9,900

[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 third quarter of fiscal 2012 increased $19,916,000, or 4.2%, compared to the third 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. Retail leased square footage remained flat compared to the third quarter of fiscal 2011. Comparable store sales in the third quarter of fiscal 2012 increased 2.9%, compared to 6.3% in the third quarter of fiscal 2011.

Retail net revenues for year-to-date 2012 increased $49,632,000, or 3.7%, 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. Retail leased square footage remained flat compared to year-to-date 2011. Comparable store sales for year-to-date 2012 increased 3.8%, compared to 4.8% for year-to-date 2011.

COST OF GOODS SOLD

	Thirteen Weeks Ended				Thirty-Nine Weeks Ended			
Dollars in thousands	October 28, 2012	% Net Revenues	October 30, 2011	% Net Revenues	October 28, 2012	% Net Revenues	October 30, 2011	% Net Revenues
Cost of goods sold[1]	$ 576,556	61.0%	$ 535,213	61.7%	$1,624,707	61.6%	$1,516,184	61.8%

[1] *Includes total occupancy expenses of $130,330,000 and $125,254,000 for the third quarter of fiscal 2012 and fiscal 2011, respectively, and $380,009,000 and $373,083,000 for year-to-date 2012 and year-to-date 2011, respectively.*

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.

Third Quarter of Fiscal 2012 vs. Third Quarter of Fiscal 2011

Cost of goods sold increased by $41,343,000, or 7.7%, in the third quarter of fiscal 2012 compared to the third quarter of fiscal 2011. Cost of goods sold as a percentage of net revenues decreased to 61.0% in the third quarter of fiscal 2012 from 61.7% in the third quarter of fiscal 2011. This decrease was primarily driven by the leverage of occupancy expenses due to increasing net revenues.

In the direct-to-customer channel, cost of goods sold as a percentage of net revenues decreased 40 basis points in the third quarter of fiscal 2012 compared to the third quarter of fiscal 2011. This decrease as a percentage of net revenues was primarily driven by the leverage of occupancy expenses due to increasing net revenues, partially offset by lower selling margins from increasing our shipping value to our customers.

In the retail channel, cost of goods sold as a percentage of net revenues decreased 30 basis points in the third quarter of fiscal 2012 compared to the third 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 $108,523,000, or 7.2%, compared to year-to-date 2011. Cost of goods sold as a percentage of net revenues decreased to 61.6% for year-to-date 2012 from 61.8% for year-to-date 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 60 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 from increasing our shipping value to our customers, partially offset by the leverage of fixed occupancy expenses due to increasing net revenues.

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

	Thirteen Weeks Ended				Thirty-Nine Weeks Ended			
Dollars in thousands	October 28, 2012	% Net Revenues	October 30, 2011	% Net Revenues	October 28, 2012	% Net Revenues	October 30, 2011	% Net Revenues
Selling, general and administrative expenses	$ 288,702	30.6%	$ 263,219	30.4%	$ 813,022	30.8%	$ 752,038	30.7%

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.

Third Quarter of Fiscal 2012 vs. Third Quarter of Fiscal 2011

Selling, general and administrative expenses increased by $25,483,000, or 9.7%, in the third quarter of fiscal 2012 compared to the third quarter of fiscal 2011. Selling, general and administrative expenses as a percentage of net revenues increased to 30.6% in the third quarter of fiscal 2012 from 30.4% in the third quarter of fiscal 2011. This increase as a percentage of net revenues was primarily driven by higher employment costs and an increase in other expenses resulting from planned incremental investments to support e-commerce, global expansion and business development growth strategies.

In the direct-to-customer channel, selling, general and administrative expenses as a percentage of net revenues decreased 50 basis points in the third quarter of fiscal 2012 compared to the third quarter of fiscal 2011. This decrease was primarily driven by greater advertising efficiency and the sales leverage of employment costs and other general expenses.

In the retail channel, selling, general and administrative expenses as a percentage of net revenues increased 120 basis points in the third quarter of fiscal 2012 compared to the third quarter of fiscal 2011. This increase was primarily driven by higher employment costs and an increase in other expenses.

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

Selling, general and administrative expenses for year-to-date 2012 increased by $60,984,000, or 8.1%, 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 30.8% for year-to-date 2012 from 30.7% 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 other general expenses.

In the direct-to-customer channel, selling, general and administrative expenses as a percentage of net revenues decreased 70 basis points for year-to-date 2012 compared to year-to-date 2011. This decrease was primarily driven by greater advertising efficiency and the sales leverage of other general expenses.

In the retail channel, selling, general and administrative expenses as a percentage of net revenues increased 50 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 other general expenses.

INCOME TAXES

The effective rate was 38.3% for year-to-date 2012 and 38.0% 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 October 28, 2012, we held $262,484,000 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 thirty-nine weeks ended October 28, 2012 and October 30, 2011, we had no borrowings under the credit facility, and no amounts were outstanding as of October 28, 2012 or October 30, 2011. However, as of October 28, 2012, $4,970,000 in issued but undrawn standby letters of credit was outstanding under the credit facility. Additionally, as of October 28, 2012, we had three unsecured letter of credit reimbursement facilities for a total of $90,000,000, of which an aggregate of $19,011,000 was outstanding. These letter of credit facilities represent only a future commitment to fund inventory purchases to which we had not taken legal title. We are currently in compliance with all of our 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 $62,383,000 compared to net cash used in operating activities of $1,883,000 for year-to-date 2011. For year-to-date 2012 net cash provided by operating activities was primarily attributable to adjusted net earnings and an increase in customer deposits and deferred rent and lease incentives, partially offset by an increase in merchandise inventories. Net cash provided for year-to-date 2012 compared to net cash used for year-to-date 2011 was primarily due to the timing of payments associated with 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 $117,946,000 compared to net cash used in investing activities of $104,298,000 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 $116,398,000, comprised of $44,035,000 for systems development projects (including e-commerce websites), $43,345,000 for stores and $29,018,000 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.

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 $185,567,000 compared to net cash used in financing activities of $142,751,000 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

Our quarterly cash dividend was $0.22 per common share for the third quarter of fiscal 2012, for an annual cash dividend, subject to capital availability, of $0.88 per share.

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 third 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.

Interest Rate Risk

As of October 28, 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 October 28, 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 October 28, 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 October 28, 2012, our retail stores in Canada and our limited operations in Asia, Europe and Australia, 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 these 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 October 28, 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 E 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, such as Hurricane Sandy, 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 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 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.

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 fiscal 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. Some of our vendors and our franchisee in the Middle East also have global operations and are subject to the risks described above. Even if we are able to successfully manage the risks of our global operations, our business may be adversely affected if our vendors and franchisee are not able to successfully manage these risks.

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 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 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.

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 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 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.

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.

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.

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.

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 third quarter of fiscal 2012, we repurchased 748,807 shares under this program at an average cost of $41.69 per share and a total cost of $31,217,000. During year-to-date 2012, we repurchased 3,278,078 shares under this program at an average cost of $37.92 per share and a total cost of $124,293,000. As of October 28, 2012, there remains an aggregate of $31,283,000 available for repurchases under this program.

The following table summarizes our repurchases of shares of our common stock during the third 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
July 30, 2012 - August 26, 2012	263,822	$ 36.90	263,822	$ 52,766,000
August 27, 2012 - September 23, 2012	216,281	$ 42.89	216,281	$ 43,490,000
September 24, 2012 - October 28, 2012	268,704	$ 45.43	268,704	$ 31,283,000
Total	748,807	$ 41.69	748,807	$ 31,283,000

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 third quarter of fiscal 2011, we repurchased 963,700 shares of our common stock at an average cost of $32.68 per share and a total cost of $31,490,000. During year-to-date 2011, we repurchased 2,530,208 shares of our common stock at an average cost of $37.15 per share and a total cost of $93,986,000 under programs previously authorized by our Board of Directors.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

Not applicable.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

Not applicable.

ITEM 6. EXHIBITS

(a) Exhibits

Exhibit Number	Exhibit Description
10.1	Ninth Amendment, dated as of August 31, 2012, to the Reimbursement Agreement between the Company and Bank of America, N.A., dated as of July 1, 2005
10.2	Eighth Amendment, dated as of August 31, 2012, to the Reimbursement Agreement between the Company and Wells Fargo, N.A., dated as of July 1, 2005
10.3	Seventh Amendment, dated as of August 31, 2012, to the Reimbursement Agreement between the Company and U.S. Bank National Association, dated as of September 8, 2006
10.4+	Amended and Restated Employment Agreement with Laura Alber, dated September 6, 2012
10.5+	Amended and Restated Management Retention Agreement with Laura Alber, dated September 6, 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.

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: December 7, 2012

Exhibit 10.1

NINTH AMENDMENT

THIS NINTH AMENDMENT dated as of August 31, 2012 (this "Amendment") amends the Reimbursement Agreement dated as of July 1, 2005 (as previously amended, the "Reimbursement Agreement") between Williams-Sonoma, Inc. (the "Parent") and Bank of America, N.A. (the "Bank"). Capitalized terms used but not defined herein have the respective meanings given to them in the Reimbursement Agreement.

WHEREAS, the Parent and the Bank have entered into the Reimbursement Agreement; and

WHEREAS, the Parent and the Bank desire to amend the Reimbursement Agreement as more fully set forth herein;

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1 Amendments. Subject to the satisfaction of the conditions precedent set forth in Section 3, the Reimbursement Agreement is amended as follows:

(a) The definition of "Domestic Subsidiary" is amended in its entirety to read as follows:

"Domestic Subsidiary" means any Subsidiary of the Parent 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" is amended in its entirety to read as follows:

"Maturity Date" means August 30, 2013.

(c) Section 4.1 is amended by replacing the reference to "$75,000,000" in the last sentence thereof with "$100,000,000".

(d) Section 5.2(d) is amended by replacing the reference to "January 30, 2011" with "January 29, 2012".

(e) Section 6.2 is amended by (i) replacing the reference to "February 2, 2003, February 1, 2004, January 30, 2005, January 29, 2006, January 28, 2007, February 3, 2008, February 1, 2009, January 31, 2010 and January 30, 2011" with "February 2, 2003, February 1, 2004, January 30, 2005, January 29, 2006, January 28, 2007, February 3, 2008, February 1, 2009, January 31, 2010, January 31, 2011 and January 29, 2012" and (ii) replacing the reference to "January 30, 2011" in the third and fourth sentence thereof with "January 29, 2012".

SECTION 2 Representations and Warranties. The Parent represents and warrants to the Bank that, after giving effect to the effectiveness hereof:

(a) each representation and warranty set forth in Article 6 of the Reimbursement Agreement, as amended hereby, is true and correct in all material respects as of the date of the execution and delivery of this Amendment by the Parent, with the same effect as if made on such date, except to the extent any such representation or warranty relates specifically to another date (in which case it was true and correct in all material respects as of such other date);

(b) the Parent has the power and authority to execute, deliver, and perform its obligations under this Amendment;

(c) no Default exists; and

(d) there has not occurred a material adverse change since January 29, 2012 in the business, assets, liabilities (actual or contingent), operations, condition (financial or otherwise), or prospects of the Parent (individually) or the Parent and its Subsidiaries (taken as a whole).

SECTION 3 Effectiveness. The amendments set forth herein shall become effective as of the date first written above when the Bank has received the following:

(a) a counterpart of this Amendment executed by the Parent;

(b) a Confirmation, substantially in the form of Exhibit A, executed by each Subsidiary Guarantor;

(c) evidence that the Parent has paid all accrued and invoiced Attorney Costs of the Bank in connection with this Amendment;

(d) an incumbency certificate of the Parent and each Subsidiary Guarantor in form and substance reasonably acceptable to the Bank;

(e) evidence that the Board of Directors of the Parent has authorized the execution and delivery of this Amendment and the performance of the Reimbursement Agreement as amended hereby; and

(f) such other documents as the Bank may reasonably request.

SECTION 4 Miscellaneous.

4.1 Continuing Effectiveness, etc. As amended hereby, the Reimbursement Agreement shall remain in full force and effect and is hereby ratified and confirmed in all respects. After the effectiveness of this Amendment, all references in the Reimbursement Agreement and the other Transaction Documents to "Reimbursement Agreement" or similar terms shall refer to the Reimbursement Agreement as amended hereby.

4.2 Counterparts. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original but all such counterparts shall together constitute one and the same Amendment. Delivery of a counterpart hereof, or an executed signature hereto, by facsimile or by e-mail (in pdf or similar format) shall be effective as delivery of a manually-executed counterpart hereof.

4.3 Governing Law. This Amendment shall be a contract made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such state.

4.4 Successors and Assigns. This Amendment shall be binding upon the Parent and the Bank and their respective successors and assigns, and shall inure to the benefit of the Parent and the Bank and the successors and assigns of the Bank.

[SIGNATURES BEGIN ON NEXT PAGE]

Delivered as of the day and year first above written.

WILLIAMS-SONOMA, INC.

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

BANK OF AMERICA, N.A.

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

EXHIBIT A
FORM OF CONFIRMATION

Dated as of August 31, 2012

To: Bank of America, N.A.

Please refer to (a) the Reimbursement Agreement (as amended prior to the date hereof, the “Reimbursement Agreement”) dated as of July 1, 2005 between Williams-Sonoma, Inc. (the “Parent”) and Bank of America, N.A. (the “Bank”), (b) the Guaranty Agreement dated as of July 1, 2005 executed by certain of the undersigned, together with the Joinder Agreement relating thereto dated as of September 2, 2011 executed by certain undersigned and the Joinder Agreement relating thereto dated as of June 22, 2012 executed by certain undersigned (collectively, the “Subsidiary Guaranty”) and (e) the Ninth Amendment dated as of the date hereof to the Reimbursement Agreement (the “Amendment”).

Each of the undersigned hereby confirms to the Bank that, after giving effect to the Amendment and the transactions contemplated thereby, the Subsidiary Guaranty continues in full force and effect and is the legal, valid and binding obligation of such undersigned, enforceable against such undersigned 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.

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: ____________
Name: Julie P. Whalen
Title: Chief Financial Officer

Exhibit 10.2

EIGHTH AMENDMENT

THIS EIGHTH AMENDMENT dated as of August 31, 2012 (this "Amendment") amends the Reimbursement Agreement dated as of July 1, 2005 (as previously amended, the "Reimbursement Agreement") between Williams-Sonoma, Inc. (the "Parent") and Wells Fargo Bank, N.A. (the "Bank"). Capitalized terms used but not defined herein have the respective meanings given to them in the Reimbursement Agreement.

WHEREAS, the Parent and the Bank have entered into the Reimbursement Agreement; and

WHEREAS, the Parent and the Bank desire to amend the Reimbursement Agreement as more fully set forth herein;

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1 Amendments. Subject to the satisfaction of the conditions precedent set forth in Section 3, the Reimbursement Agreement is amended as follows:

(a) The definition of "Domestic Subsidiary" is amended in its entirety to read as follows:

"Domestic Subsidiary" means any Subsidiary of the Parent 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" is amended in its entirety to read as follows:

"Maturity Date" means August 30, 2013.

(c) Section 4.1 is amended by replacing the reference to "$75,000,000" in the last sentence thereof with "$100,000,000".

(d) Section 5.2(d) is amended by replacing the reference to "January 30, 2011" with "January 29, 2012".

(e) Section 6.2 is amended by (i) replacing the reference to "February 2, 2003, February 1, 2004, January 30, 2005, January 29, 2006, January 28, 2007, February 3, 2008, February 1, 2009, January 31, 2010 and January 30, 2011" with "February 2, 2003, February 1, 2004, January 30, 2005, January 29, 2006, January 28, 2007, February 3, 2008, February 1, 2009, January 31, 2010, January 31, 2011 and January 29, 2012" and (ii) replacing the reference to "January 30, 2011" in the third and fourth sentence thereof with "January 29, 2012".

SECTION 2 Representations and Warranties. The Parent represents and warrants to the Bank that, after giving effect to the effectiveness hereof:

(a) each representation and warranty set forth in Article 6 of the Reimbursement Agreement, as amended hereby, is true and correct in all material respects as of the date of the execution and delivery of this Amendment by the Parent, with the same effect as if made on such date, except to the extent any such representation or warranty relates specifically to another date (in which case it was true and correct in all material respects as of such other date);

(b) the Parent has the power and authority to execute, deliver, and perform its obligations under this Amendment;

(c) no Default exists; and

(d) there has not occurred a material adverse change since January 29, 2012 in the business, assets, liabilities (actual or contingent), operations, condition (financial or otherwise), or prospects of the Parent (individually) or the Parent and its Subsidiaries (taken as a whole).

SECTION 3 Effectiveness. The amendments set forth herein shall become effective as of the date first written above when the Bank has received the following:

(a) a counterpart of this Amendment executed by the Parent;

(b) a Confirmation, substantially in the form of Exhibit A, executed by each Subsidiary Guarantor;

(c) evidence that the Parent has paid all accrued and invoiced Attorney Costs of the Bank in connection with this Amendment;

(d) an incumbency certificate of the Parent and each Subsidiary Guarantor in form and substance reasonably acceptable to the Bank;

(e) evidence that the Board of Directors of the Parent has authorized the execution and delivery of this Amendment and the performance of the Reimbursement Agreement as amended hereby; and

(f) such other documents as the Bank may reasonably request.

SECTION 4 Miscellaneous.

4.1 Continuing Effectiveness, etc. As amended hereby, the Reimbursement Agreement shall remain in full force and effect and is hereby ratified and confirmed in all respects. After the effectiveness of this Amendment, all references in the Reimbursement Agreement and the other Transaction Documents to "Reimbursement Agreement" or similar terms shall refer to the Reimbursement Agreement as amended hereby.

4.2 Counterparts. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original but all such counterparts shall together constitute one and the same Amendment. Delivery of a counterpart hereof, or an executed signature hereto, by facsimile or by e-mail (in pdf or similar format) shall be effective as delivery of a manually-executed counterpart hereof.

4.3 Governing Law. This Amendment shall be a contract made under and governed by the laws of the State of California applicable to contracts made and to be performed entirely within such state.

4.4 Successors and Assigns. This Amendment shall be binding upon the Parent and the Bank and their respective successors and assigns, and shall inure to the benefit of the Parent and the Bank and the successors and assigns of the Bank.

[SIGNATURES BEGIN ON NEXT PAGE]

Delivered as of the day and year first above written.

WILLIAMS-SONOMA, INC.

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

WELLS FARGO BANK, N.A.

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

EXHIBIT A
FORM OF CONFIRMATION

Dated as of August 31, 2012

To: Wells Fargo Bank, N.A.

Please refer to (a) the Reimbursement Agreement (as amended prior to the date hereof, the "Reimbursement Agreement") dated as of July 1, 2005 between Williams-Sonoma, Inc. (the "Parent") and Wells Fargo Bank, N.A. (the "Bank"), (b) the Guaranty Agreement dated as of July 1, 2005 executed by certain of the undersigned, together with the Joinder Agreement relating thereto dated as of September 2, 2011 executed by certain of the undersigned and the Joinder Agreement relating thereto dated as of June 22, 2012 executed by certain of the undersigned (collectively, the "Subsidiary Guaranty"), and (c) the Eighth Amendment dated as of the date hereof to the Reimbursement Agreement (the "Amendment").

Each of the undersigned hereby confirms to the Bank that, after giving effect to the Amendment and the transactions contemplated thereby, the Subsidiary Guaranty continues in full force and effect and is the legal, valid and binding obligation of such undersigned, enforceable against such undersigned 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.

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: ______________________________
Name: Julie P. Whalen
Title: Chief Financial Officer

Exhibit 10.3

SEVENTH AMENDMENT

THIS SEVENTH AMENDMENT dated as of August 31, 2012 (this "Amendment") amends the Reimbursement Agreement dated as of September 8, 2006 (as previously amended, the "Reimbursement Agreement") between Williams-Sonoma, Inc. (the "Parent") and U.S. Bank National Association (the "Bank"). Capitalized terms used but not defined herein have the respective meanings given to them in the Reimbursement Agreement.

WHEREAS, the Parent and the Bank have entered into the Reimbursement Agreement; and

WHEREAS, the Parent and the Bank desire to amend the Reimbursement Agreement as more fully set forth herein;

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1 Amendments. Subject to the satisfaction of the conditions precedent set forth in Section 3, the Reimbursement Agreement is amended as follows:

(a) The definition of "Domestic Subsidiary" is amended in its entirety to read as follows:

"Domestic Subsidiary" means any Subsidiary of the Parent 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" is amended in its entirety to read as follows:

"Maturity Date" means August 30, 2013.

(c) Section 4.1 is amended by replacing the reference to "$75,000,000" in the last sentence thereof with "$100,000,000".

(d) Section 5.2(d) is amended by replacing the reference to "January 30, 2011" with "January 29, 2012".

(e) Section 6.2 is amended by (i) replacing the reference to "February 2, 2003, February 1, 2004, January 30, 2005, January 29, 2006, January 28, 2007, February 3, 2008, February 1, 2009, January 31, 2010 and January 30, 2011" with "February 2, 2003, February 1, 2004, January 30, 2005, January 29, 2006, January 28, 2007, February 3, 2008, February 1, 2009, January 31, 2010, January 31, 2011 and January 29, 2012" and (ii) replacing the reference to "January 30, 2011" in the third and fourth sentence thereof with "January 29, 2012".

SECTION 2 Representations and Warranties. The Parent represents and warrants to the Bank that, after giving effect to the effectiveness hereof:

(a) each representation and warranty set forth in Article 6 of the Reimbursement Agreement, as amended hereby, is true and correct in all material respects as of the date of the execution and delivery of this Amendment by the Parent, with the same effect as if made on such date, except to the extent any such representation or warranty relates specifically to another date (in which case it was true and correct in all material respects as of such other date);

(b) the Parent has the power and authority to execute, deliver, and perform its obligations under this Amendment;

(c) no Default exists; and

(d) there has not occurred a material adverse change since January 29, 2012 in the business, assets, liabilities (actual or contingent), operations, condition (financial or otherwise), or prospects of the Parent (individually) or the Parent and its Subsidiaries (taken as a whole).

SECTION 3 Effectiveness. The amendments set forth herein shall become effective as of the date first written above when the Bank has received the following:

(a) a counterpart of this Amendment executed by the Parent;

(b) a Confirmation, substantially in the form of Exhibit A, executed by each Subsidiary Guarantor;

(c) evidence that the Parent has paid all accrued and invoiced Attorney Costs of the Bank in connection with this Amendment;

(d) an incumbency certificate of the Parent and each Subsidiary Guarantor in form and substance reasonably acceptable to the Bank;

(e) evidence that the Board of Directors of the Parent has authorized the execution and delivery of this Amendment and the performance of the Reimbursement Agreement as amended hereby; and

(f) such other documents as the Bank may reasonably request.

SECTION 4 Miscellaneous.

4.1 Continuing Effectiveness, etc. As amended hereby, the Reimbursement Agreement shall remain in full force and effect and is hereby ratified and confirmed in all respects. After the effectiveness of this Amendment, all references in the Reimbursement Agreement and the other Transaction Documents to "Reimbursement Agreement" or similar terms shall refer to the Reimbursement Agreement as amended hereby.

4.2 Counterparts. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original but all such counterparts shall together constitute one and the same Amendment. Delivery of a counterpart hereof, or an executed signature hereto, by facsimile or by e-mail (in pdf or similar format) shall be effective as delivery of a manually-executed counterpart hereof.

4.3 Governing Law. This Amendment shall be a contract made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such state.

4.4 Successors and Assigns. This Amendment shall be binding upon the Parent and the Bank and their respective successors and assigns, and shall inure to the benefit of the Parent and the Bank and the successors and assigns of the Bank.

[SIGNATURES BEGIN ON NEXT PAGE]

Delivered as of the day and year first above written.

WILLIAMS-SONOMA, INC.

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

U.S. BANK NATIONAL ASSOCIATION

By: /s/ Conan Schleicher
Conan Schleicher
Vice President

EXHIBIT A
FORM OF CONFIRMATION

Dated as of August 31, 2012

To: U.S. Bank National Association

Please refer to (a) the Reimbursement Agreement (as amended prior to the date hereof, the "Reimbursement Agreement") dated as of September 8, 2006 between Williams-Sonoma, Inc. (the "Parent") and U.S. Bank National Association (the "Bank"), (b) the Guaranty Agreement dated as of September 8, 2006 executed by certain of the undersigned, together with the Joinder Agreement relating thereto dated as of September 2, 2011 executed by certain of the undersigned and the Joinder Agreement relating thereto dated as of June 22, 2012 executed by certain of the undersigned (collectively, the "Subsidiary Guaranty"), and (c) the Seventh Amendment dated as of the date hereof to the Reimbursement Agreement (the "Amendment").

Each of the undersigned hereby confirms to the Bank that, after giving effect to the Amendment and the transactions contemplated thereby, the Subsidiary Guaranty continues in full force and effect and is the legal, valid and binding obligation of such undersigned, enforceable against such undersigned 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.

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: ______________
Name: Julie P. Whalen
Title: Chief Financial Officer

Exhibit 10.4

LAURA ALBER EMPLOYMENT AGREEMENT

This amended and restated Employment Agreement (the "Agreement") is entered into effective as of the last date signed below (the "Effective Date") by and between Williams-Sonoma, Inc. (the "Company") and Laura Alber ("Executive"). This Agreement supersedes and replaces in its entirety the prior employment agreement between the parties hereto that was initially effective as of May 26, 2010 (the "Prior Agreement").

1. Duties and Scope of Employment.

(a) Position and Duties. As of the Effective Date, Executive will continue to serve as President and Chief Executive Officer of the Company, reporting to the Company's Board of Directors (the "Board"). Executive will render such business and professional services in the performance of her duties, consistent with Executive's position within the Company, as shall reasonably be assigned to her by the Board. Executive's duties and responsibilities may be altered, modified and changed as the Board deems appropriate. Executive will also remain a member of the Board as of the Effective Date and continued service as a member of the Board will be subject to any required stockholder approval.

(b) Obligations. During the Term, Executive will perform her duties faithfully and to the best of her ability and will devote her full business efforts and time to the Company. For the duration of the Term, Executive agrees not to engage in any other employment, occupation, consulting or business activity for any direct or indirect remuneration without the prior approval of the Board; provided, however, that, Executive may engage in charitable, community service and industry association activities and may manage her own finances, so long as those activities do not materially interfere with the performance of her duties under this Agreement or her fiduciary duty to the Company, as determined by the Board. Upon notice to the Board, Executive may serve on the board of directors (and board committees) of not more than one other for-profit corporation, so long as those activities do not materially interfere with the performance of her duties under this Agreement or her fiduciary duty to the Company, as determined by the Board.

(c) Conflicting Employment. If the Board approves Executive's engagement in other employment, occupation, consulting or business activity pursuant to Section 1(b), Executive agrees that, while employed by the Company, such employment, occupation, consulting or business activity will not be directly related to the business in which the Company is now involved or becomes involved during the term of Executive's employment, nor will Executive engage in any other activities that conflict with Executive's obligations to the Company.

2. Term. This Agreement will commence on the Effective Date and will remain in effect through September 7, 2033; provided, however, that Section 6 of this Agreement shall survive the lapse of the term of this Agreement and shall be binding on both parties with respect to any termination of Executive's employment triggering severance benefits under Section 6 that occurs prior to the lapsing of the term of this Agreement. Notwithstanding the foregoing, the parties agree that Executive's employment with the Company will be "at-will" employment and may be terminated by the Company at any time with or without cause. Executive understands and

agrees that neither her job performance nor promotions, commendations, bonuses or the like from the Company give rise to or in any way serve as the basis for continuation, modification, amendment, or extension, by implication or otherwise, of her employment with the Company. However, as described in this Agreement, Executive may be entitled to severance benefits depending on the circumstances of Executive's termination of employment with the Company as expressly provided in Section 6 of this Agreement.

3. Compensation.

(a) Base Salary. The Company will pay Executive as compensation for her services, a base salary at the annualized rate of $1,300,000 (the "Base Salary"). The Base Salary will be paid periodically in accordance with the Company's normal payroll practices and is subject to lawfully required withholdings. Adjustments to the Base Salary may be made in the sole discretion of the independent members of the Board following a recommendation from the Compensation Committee of the Board.

(b) Target Incentive Plan. Executive will be eligible to participate in the Company's 2001 Incentive Bonus Plan, and to receive such annual bonuses as are payable under that plan.

4. Employee Benefits. Executive will continue to be entitled to participate in the employee benefit plans currently and hereafter maintained by the Company of general applicability to other senior executives of the Company, including, without limitation, the Company's group medical, dental, vision, disability, life insurance, vacation and flexible-spending account plans and programs. The Company reserves the right to cancel or change the benefit plans and programs it offers to its employees at any time.

The Company shall reimburse (or directly pay) reasonable attorney's fees incurred by the Executive in connection with (a) the negotiation and review of this Agreement in an amount not to exceed $10,000 and (b) the review and documentation of Executive's exit arrangements upon termination of her employment in an amount not to exceed $10,000.

5. Equity. Executive will be eligible to receive equity compensation awards as the Compensation Committee of the Board deems appropriate.

6. Severance.

(a) Involuntary Termination Without Cause; Voluntary Termination for Good Reason; Death or Disability Terminations Outside of a Change of Control. If Executive's employment with the Company (i) is terminated involuntarily by the Company without Cause (as defined in this Agreement), (ii) voluntarily by Executive for Good Reason (as defined in this Agreement), or (iii) subject to Section 6(a)(viii), due to Executive's death or Disability (as defined in this Agreement), in each case subject to Executive (or Executive's estate, in the event of Executive's death) signing and not revoking a release of claims in favor of the Company substantially in the form attached as Exhibit A to this Agreement, the Company shall provide severance pay and benefits, subject to certain conditions, as follows:

(i) Base Salary. The Company shall provide monetary severance to Executive equal to twenty-four (24) months' of Base Salary. Such severance ("Severance Payments") shall be paid over twenty-four months from the date of employment termination (the "Severance Period") in accordance with the payroll schedule applicable to active officers of the Company (subject to the timing provisions of Sections 6(a)(xi) and 12) of this Agreement.

(ii) Bonus. Executive shall receive a lump sum payment equal to two hundred percent of her average annual bonus received in the last thirty-six (36) months. The amount paid shall not be pro-rated.

(iii) Continued Employee Benefits. In lieu of continued employee benefits (other than as statutorily required, such as COBRA continuation coverage as required by law), Executive shall receive payments of three thousand dollars ($3,000) per month for eighteen (18) months from the date of employment termination in accordance with the payroll schedule applicable to active officers of the Company (subject to the timing provisions of Sections 6(a)(xi) and 12 of this Agreement.

(iv) Service-Based Equity Vesting Acceleration. Any outstanding equity compensation awards that vest solely based upon Executive's continued service with the Company shall immediately accelerate vesting as to the number of shares that would have otherwise vested had Executive remained employed by the Company for eighteen months following Executive's termination date. This includes equity compensation awards with a mixture of performance-based vesting and service-based vesting provisions as to which the performance period has ended on or prior to Executive's employment termination date. If, however, any such vesting acceleration does not result in any additional vesting due to a cliff-vesting provision of more than one year, such awards shall vest as if the grant was initially subject to ratable monthly vesting over the entire vesting period, with an additional accelerated vesting of eighteen months added on to such-pro-rated vesting. Any such awards will otherwise remain subject to the terms of the applicable stock plan, grant and/or agreement.

EXAMPLE 1 - RSUs: Executive is granted an RSU covering 100,000 shares that are scheduled to vest as to 100% of the covered shares on the fourth anniversary of the grant date, subject to Executive's continued service with the Company. One year following the grant date, Executive's employment terminates such that accelerated vesting under this Agreement is triggered. Because of the four-year cliff vesting provision, the eighteen month vesting acceleration would normally not result in any additional RSU vesting. Accordingly, the RSU is treated instead as if it was initially subject to monthly vesting over the full four-year vesting period. Because of this, eighteen months of vesting acceleration are added to the twelve months of service that Executive had completed since the RSU grant date. This results in a total of thirty months of vesting. Because thirty months is 62.5% of the original forty-eight month vesting period, the RSU becomes vested as to 62.5% of the total shares. Therefore, Executive vests in 62,500 of the total 100,000 RSU shares by virtue of this Agreement's vesting acceleration provisions. The remaining 37,500 RSU shares are forfeited.

EXAMPLE 2 - SSARs: Executive is granted an SSAR covering 100,000 shares that vests as to 25% of the covered shares on each anniversary of the grant date, so as to be 100% vested on the fourth anniversary of the grant date, subject to Executive's continued service with the Company. Twenty-seven months following the grant date, Executive's employment terminates such that accelerated vesting under this Agreement is triggered. Accordingly, the SSAR receives eighteen months' accelerated vesting so that it vests the same as if Executive had remained employed for 45 months following the grant date. Therefore, Executive vests in an additional 25,000 of the SSAR shares by virtue of this Agreement's vesting acceleration provisions. This provides Executive with a total of 75,000 vested SSAR shares. The remaining 25,000 SSAR shares are forfeited.

(v) Performance-Based Equity Vesting Acceleration. Any outstanding equity compensation awards that vest based upon achieving performance milestones shall remain outstanding through the date upon which the Compensation Committee of the Board certifies the extent to which the performance milestones have been achieved. This includes equity compensation awards with a mixture of performance-based vesting and service-based vesting provisions as to which the performance period has not ended on or prior to Executive's employment termination date. These awards shall be paid out, subject to the attaining the applicable performance milestones, to the same extent and at the same time as if Executive had remained employed by the Company through the eighteen month period following Executive's termination date, without any downward discretionary adjustments by the Compensation Committee. These payouts are subject to the timing provisions of Sections 6(a)(xi) and 12 of this Agreement. To the extent, however, that any such vesting acceleration does not result in any additional vesting due to a cliff-vesting provision of more than one year, such award(s) shall vest as if the grant was initially subject to ratable monthly vesting over the entire vesting period with the additional accelerated vesting of eighteen months added on to such pro-rated vesting. This vesting shall always be subject to attaining the performance milestones, even if the performance period extends more than eighteen months following Executive's employment termination date. Any such awards will otherwise remain subject to the terms of the applicable stock plan, grant and/or agreement.

EXAMPLE: Executive is granted an RSU covering 100,000 shares that are scheduled to vest as to 100% of the covered shares on the fourth anniversary of the grant date, subject to Executive's continued service with the Company and subject to the Company meeting specified performance goals over the same four-year period. One year following the grant date, Executive's employment terminates such that accelerated vesting under this Agreement is triggered. Four years and one month following the grant date, the Compensation Committee certifies that the performance metric has been achieved such that a 50% payout is merited (i.e., if Executive had remained employed through the entire four year period, Executive would have received 50,000 shares). Because of the four-year cliff vesting provision, the eighteen month vesting acceleration would normally not result in any additional RSU vesting. Accordingly, the RSU is treated instead as if it was initially subject to monthly vesting over the full four-year vesting period, but is still subject to the performance vesting condition. Because of this, eighteen months of vesting acceleration are added to the twelve months of service that Executive had completed since the RSU grant date. This results in a total of thirty months of vesting. Because thirty months is 62.5% of the original forty-eight month vesting period, the RSU becomes vested as to 62.5% of the shares that are eventually earned by virtue of Company performance. If the performance metrics had been fully achieved, that would have resulted in Executive vesting in 62,500 shares. Because, however, the Company performance reduced the initial grant by 50%, Executive vests in 31,250 RSU shares by virtue of this Agreement's vesting acceleration provisions. The remaining 68,750 RSU shares are forfeited.

(vi) Change in Control. If Executive is entitled to severance benefits arising from termination of employment in connection with a change of control of the Company under another agreement with the Company, compensation and benefits under that change of control agreement, if greater in the aggregate than those provided in this Agreement, shall be in lieu of and not in addition to severance benefits compensation under this Section 6; provided, however, that notwithstanding the foregoing, Executive shall remain entitled to reimbursement of legal expenses incurred in the review and documentation of Executive's exit arrangements upon termination of her employment in an amount not to exceed $10,000, as provided in Section 4 of this Agreement. Moreover, severance payments and benefits paid under this Section 6 shall be in lieu of any severance payments or benefits under any of the Company's welfare benefit plans.

(vii) Code of Conduct. Notwithstanding the foregoing, the Company's obligation to make severance payments, pay bonus payments, provide benefits and vest equity compensation under this Section 6 is expressly conditioned upon Executive's ongoing compliance with the provisions of the Company's Corporate Code of Conduct. In the event Executive breaches the terms of the Corporate Code of Conduct, the Company's obligations under this Section 6 shall automatically terminate, without any notice to Executive.

(viii) No Mitigation. If Executive's employment with the Company is terminated due to Executive's death or Disability, any severance payments due under Section 6(a)(i) (Base Salary) and Section 6(a)(ii) (Bonus) shall be reduced by the amount of any life insurance or disability insurance payments or proceeds under Company-paid insurance programs or policies (or the Company-paid portion of such Company-sponsored insurance programs or policies, if such programs or policies are not fully Company-paid). Except as provided by the foregoing sentence, the Executive shall not be required to mitigate the amount of any severance payments or benefits provided for under this Agreement by seeking other employment nor shall any amounts to be received by the Executive under this Agreement be reduced by any other compensation earned.

(ix) Tax Withholding. The Company shall be entitled to withhold from any payments made to Executive under this Section 6 any amounts required to be withheld by applicable federal, state or local tax law.

(x) Work with Competitors. If at any time during the period commencing on Executive's termination date and ending on the latest date that any amount is payable to Executive under this Section 6, Executive accepts other employment or professional relationship with a competitor of the Company (defined as either (i) another company primarily engaged in retail sales of products for the home or (ii) any retailer with retail products for the home sales in excess of $100 million annually (either (i) or (ii), a "Competitor")), or if Executive breaches her remaining obligations to the Company (e.g., her duty to protect confidential information and intellectual property and her duties not to solicit under the Company's Corporate Code of Conduct), then the Company's obligations under this Section 6 will cease such that Executive will not be entitled to any further payments or benefits under that Section.

(xi) Release of Claims. Receipt of the severance payments and benefits specified in this Section 6 shall be contingent on Executive's (or Executive's estate, in the event of Executive's death) execution of a full release of all claims against the Company in substantially the form attached to this Agreement as Exhibit A, and the lapse of any statutory period for revocation, and such release becoming effective in accordance with its terms within fifty-two (52) days following the termination date. Any severance payment to which Executive otherwise would have been entitled during such fifty-two (52) day period shall be paid by the Company in cash and in full arrears on the fifty-third (53[d]) day following Executive's employment termination date or such later date as is required to avoid the imposition of additional taxes under Internal Revenue Section 409A ("Section 409A").

(xii) Non-Disparagement. While employed by the Company and for a period of twenty-four (24) months commencing on the date upon which Executive's employment terminates, (i) Executive agrees that she shall not make any statements that disparage the Company, its products, services, officers, employees, members of its Board, advisers or other business contacts, and (ii) the Company agrees that members of its Board and the Company's officers holding the title of Executive Vice President or above shall not make any statements that disparage Executive. Executive acknowledges and agrees that upon her breach in any material respect of this nondisparagement provision, the Company's obligations under this Section 6 will cease such that Executive will not be entitled to any further payments or benefits under that Section.

(b) Voluntary Termination Other than for Good Reason, Death or Disability; Termination for Cause. If Executive's employment with the Company terminates voluntarily by Executive other than for Good Reason, or other than pursuant to Executive's Death or Disability, or for Cause by the Company, then (i) all vesting of any equity compensation held by Executive will terminate immediately and all payments of compensation by the Company to Executive will terminate immediately (except as to amounts already earned, including unused and accrued vacation); and (ii) Executive shall not be eligible for severance or other benefits, except in accordance with any generally applicable Company plans or policies as are then in effect.

7. Definitions.

(a) Cause. For purposes of this Agreement, "Cause" is defined as (i) an act of dishonesty made by Executive in connection with Executive's responsibilities as an employee, (ii) Executive's conviction of or plea of nolo contendere to, a felony or any crime involving fraud, embezzlement or any other act of moral turpitude, (iii) Executive's gross misconduct, (iv) Executive's unauthorized use or disclosure of any proprietary information or trade secrets of the Company or any other party to whom Executive owes an obligation of nondisclosure as a result of Executive's relationship with the Company; (v) Executive's willful breach of any obligations under any written agreement or covenant with the Company or breach of the Company's Corporate Code of Conduct; or (vi) Executive's continued failure to perform her employment duties after Executive has received a written demand of performance from the Board which specifically sets forth the factual basis for the Board's belief that Executive has not substantially performed her duties and has failed to cure such non-performance to the Company's satisfaction within 30 days after receiving such notice.

(b) Disability. For purposes of this Agreement, "Disability" means Executive (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, or (ii) is, by reason of any medically determinable physical or mental impairment which can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering Company employees.

(c) Good Reason. For purposes of this Agreement, "Good Reason" is defined as, without the Executive's consent, (i) a reduction in the Executive's Base Salary (except pursuant to a reduction generally applicable to senior executives of the Company), (ii) a material diminution of Executive's authority or responsibilities, (iii) a reduction of Executive's title, (iv) Executive ceasing to report directly to the Board, or (v) the Board failing to re-nominate Executive for Board membership when her Board term expires while she is employed by the Company. In addition, upon any such voluntary termination for Good Reason the Executive must provide written notice to the Company of the existence of the one or more of the above conditions within 90 days of its initial existence and the Company must be provided with at least 30 days to remedy the condition.

8. Assignment. This Agreement will be binding upon and inure to the benefit of (a) the heirs, executors and legal representatives of Executive upon Executive's death and (b) any successor of the Company. Any such successor of the Company will be deemed substituted for the Company under the terms of this Agreement for all purposes. For this purpose, "successor" means any person, firm, corporation or other business entity which at any time, whether by purchase, merger or other, directly or indirectly acquires all or substantially all of the assets or business of the Company. None of the rights of Executive to receive any form of compensation payable pursuant to this Agreement may be assigned or transferred except by will of the laws of descent and distribution. Any other attempted assignment, transfer, conveyance or other disposition of Executive's right to compensation or other benefits will be null and void.

9. Notices. All notices, requests, demands and other communications called for under this Agreement shall be in writing and shall be deemed given (i) on the date of delivery if delivered personally, (ii) one (1) day after being sent by a well established commercial overnight service, or (iii) four (4) days after being mailed by registered or certified mail, return receipt requested, prepaid and addressed to the parties or their successor at the following addresses, or at such other addresses as the parties may later designate in writing:

If to the Company:
Williams-Sonoma, Inc.
3250 Van Ness Avenue
San Francisco, CA 94109
Attn: General Counsel

If to Executive:
Laura Alber
At the last residential address known to the Company

10. Severability. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement will continue in full force and effect without that provision.

11. Mediation.

(a) General. In the event of any claim or controversy between the parties which the parties are unable to resolve themselves, including any claim arising out of Executive's employment or the termination of that employment, and including any claim arising out of, connected with, or related to the formation, interpretation, performance or breach of this Agreement, the complaining party shall promptly send written notice to the other party identifying the matter in dispute and the proposed remedy. Following the giving of such notice, the parties shall meet and attempt in good faith to resolve the matter. In the event the parties are unable to resolve the matter within 21 calendar days, the parties shall submit the controversy to a mutually-selected mediator and attempt in good faith to resolve the matter through mediation.

(b) Availability of Injunctive Relief. The parties agree that they shall have the right to seek judicial relief in the form of injunctive and/or other equitable relief under the California Arbitration Act, Code of Civil Procedure section 1281.8(b), including but not limited to relief for threatened or actual misappropriation of trade secrets, violation of this Agreement or the Confidentiality Agreement or any other agreement regarding trade secrets, confidential information, nonsolicitation or Labor Code §2870. In the event either party seeks injunctive relief, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees.

(c) Administrative Relief. Executive understands that this Agreement does not prohibit Executive from pursuing an administrative claim with a local, state or federal administrative body such as the Department of Fair Employment and Housing, the Equal Employment Opportunity Commission or the workers' compensation board.

12. Section 409A.

(a) Notwithstanding anything to the contrary in this Agreement, no Deferred Compensation Separation Benefits payable under this Agreement will be considered due or payable until and unless Executive has a "separation from service" within the meaning of Section 409A of the U.S. Internal Revenue Code of 1986, as amended and the final regulations and any guidance promulgated under Section 409A, as each may be amended from time to time (together, "Section 409A"). Notwithstanding anything to the contrary in this Agreement, if Executive is a "specified employee" within the meaning of Section 409A at the time of Executive's "separation from service" other than due to Executive's death, then any severance benefits payable pursuant to this Agreement and any other severance payments or separation benefits, that in each case when considered together may be considered deferred compensation under Section 409A (together, the "Deferred Compensation Separation Benefits") and are otherwise due to Executive on or within the six (6) month period following Executive's "separation from service" will accrue during such six (6) month period and will instead become payable in a lump sum payment on the date six (6) months and one (1) day following the date of Executive's "separation from service." All subsequent Deferred Compensation Separation Benefits, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Each payment and benefit payable under this Agreement is intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

(b) Notwithstanding anything to the contrary in this Agreement, if Executive dies following her "separation from service" but prior to the six (6) month anniversary of the date of her "separation from service," then any Deferred Compensation Separation Benefits delayed in accordance with this Section will be payable in a lump sum as soon as administratively practicable after the date of Executive's death, but not later than ninety (90) days after the date of Executive's death, and all other Deferred Compensation Separation Benefits will be payable in accordance with the payment schedule applicable to each payment or benefit.

(c) Payments reimbursable under Section 4 of this Agreement for attorney's fees incurred in connection with the review and documentation of Executive's exit arrangements upon termination of her employment may not be incurred beyond the last day of the second calendar year following the calendar year in which Executive's separation from service occurred, and will be reimbursed to (or directly paid on behalf of) Executive no later than the last day of the third calendar year following the calendar year in which Executive's separation from service occurred.

(d) It is the intent of this Agreement to comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided under this Agreement will be subject to the additional tax imposed under Section 409A, and any ambiguities in this Agreement will be interpreted to so comply. The Company and Executive agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition under Section 409A prior to actual payment to Executive.

13. Existing Agreements. This Agreement supersedes and replaces any prior severance or retention plans, employment agreements and offer letters that Executive may have entered into with the Company prior to the Effective Date, including without limitation the Prior Agreement, but not including Executive's amended and restated Management Retention Agreement.

14. Integration. This Agreement, Executive's equity compensation agreements with the Company, and the Corporate Code of Conduct by and between Executive and the Company represent the entire agreement and understanding between the parties as to the subject matter of this Agreement and supersede all prior or contemporaneous agreements whether written or oral, except for Executive's amended and restated Management Retention Agreement. No waiver, alteration, or modification of any of the provisions of this Agreement will be binding unless in writing and signed by duly authorized representatives of the parties to this Agreement.

15. Tax Withholding. All payments made pursuant to this Agreement will be subject to withholding of applicable taxes.

16. Governing Law. This Agreement will be governed by the laws of the State of California (with the exception of its conflict of laws provisions).

17. Headings. The headings of sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of this Agreement.

18. Acknowledgment. Executive acknowledges that she has had the opportunity to discuss this matter with and obtain advice from her private attorney, has had sufficient time to, and has carefully read and fully understands all the provisions of this Agreement, and is knowingly and voluntarily entering into this Agreement.

EXECUTIVE

/s/ Laura J. Alber
Laura Alber

Dated: September 6, 2012

WILLIAMS-SONOMA, INC.

By /s/ Adrian D.P. Bellamy
Adrian Bellamy
Chairman of the Board

Dated: September 6, 2012

EXHIBIT A

WILLIAMS-SONOMA, INC./LAURA ALBER

RELEASE OF CLAIMS

This Release of Claims ("Agreement") is made by and between Williams-Sonoma, Inc. (the "Company") and Laura Alber ("Executive").

WHEREAS, Executive has agreed to enter into a release of claims in favor of the Company upon certain events specified in the employment agreement by and between Company and Executive (the "Employment Agreement").

NOW THEREFORE, in consideration of the mutual promises made in this Agreement, the parties hereby agree as follows:

1. Termination. Executive's employment from the Company terminated on _________ (the "Termination Date").

2. Confidential Information. Executive shall continue to maintain the confidentiality of all confidential and proprietary information of the Company and shall continue to comply with the terms and conditions of the Company's Code of Corporate Conduct. Executive shall return all the Company property and confidential and proprietary information in her possession to the Company on the Effective Date of this Agreement.

3. Payment of Salary. Executive acknowledges and represents that the Company has paid all salary, wages, bonuses, accrued vacation, commissions and any and all other benefits due to Executive.

4. Release of Claims. Executive agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to Executive by the Company. Executive, on behalf of herself, and her respective heirs, family members, executors and assigns, hereby fully and forever releases the Company and its past, present and future officers, agents, directors, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, parents, predecessor and successor corporations, and assigns, from, and agrees not to sue or otherwise institute or cause to be instituted any legal or administrative proceedings concerning any claim, duty, obligation or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that she may possess arising from any omissions, acts or facts that have occurred up until and including the Effective Date of this Agreement including, without limitation,

4.1 any and all claims relating to or arising from Executive's employment relationship with the Company and the termination of that relationship;

4.2 any and all claims relating to, or arising from, Executive's right to purchase, or actual purchase of shares of stock of the Company, including, without limitation, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and securities fraud under any state or federal law;

4.3 any and all claims for wrongful discharge of employment; termination in violation of public policy; discrimination; breach of contract, both express and implied; breach of a covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; and conversion;

4.4 any and all claims for violation of any federal, state or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, The Worker Adjustment and Retraining Notification Act, the California Fair Employment and Housing Act, and Labor Code section 201, *et seq*. and section 970, *et seq*. and all amendments to each such Act as well as the regulations issued under each such Act;

4.5 any and all claims for violation of the federal, or any state, constitution;

4.6 any and all claims arising out of any other laws and regulations relating to employment or employment discrimination; and

4.7 any and all claims for attorneys' fees and costs, except as specifically set forth in the Employment Agreement.

Executive agrees that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. This release does not extend to any severance obligations due Executive under the Employment Agreement. Nothing in this Agreement waives Executive's rights to indemnification or any payments under any fiduciary insurance policy, if any, provided by any act or agreement of the Company, state or federal law or policy of insurance.

5. Acknowledgment of Waiver of Claims under ADEA. Executive acknowledges that she is waiving and releasing any rights she may have under the Age Discrimination in Employment Act of 1967 ("ADEA") and that this waiver and release is knowing and voluntary. Executive and the Company agree that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the Effective Date of this Agreement. Executive acknowledges that the consideration given for this waiver and release Agreement is in addition to anything of value to which Executive was already entitled. Executive further acknowledges that she has been advised by this writing that (a) she should consult with an attorney prior to executing this Agreement; (b) she has at least twenty-one (21) days within which to consider this Agreement; (c) she has seven (7) days following the execution of this Agreement by the parties to revoke the Agreement; (d) this Agreement shall not be effective until the revocation period has expired; and (e) nothing in this Agreement prevents or precludes Executive

from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties or costs for doing so, unless specifically authorized by federal law. Any revocation should be in writing and delivered to the Vice-President of Human Resources at the Company by close of business on the seventh day from the date that Executive signs this Agreement.

6. Civil Code Section 1542. Executive represents that she is not aware of any claims against the Company other than the claims that are released by this Agreement. Executive acknowledges that she has been advised by legal counsel and is familiar with the provisions of California Civil Code 1542, below, which provides as follows:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HER MUST HAVE MATERIALLY AFFECTED HER SETTLEMENT WITH THE DEBTOR.**

Executive, being aware of said code section, agrees to expressly waive any rights she may have under such code section, as well as under any statute or common law principles of similar effect.

7. No Pending or Future Lawsuits. Executive represents that she has no lawsuits, claims, or actions pending in her name, or on behalf of any other person or entity, against the Company or any other person or entity referred to in this Agreement. Executive also represents that she does not intend to bring any claims on her own behalf or on behalf of any other person or entity against the Company or any other person or entity referred to herein.

8. Application for Employment. Executive understands and agrees that, as a condition of this Agreement, she shall not be entitled to any employment with the Company, its subsidiaries, or any successor, and she hereby waives any right, or alleged right, of employment or re-employment with the Company.

9. No Cooperation. Executive agrees that she will not counsel or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against the Company and/or any officer, director, employee, agent, representative, shareholder or attorney of the Company, unless under a subpoena or other court order to do so.

10. No Admission of Liability. Executive understands and acknowledges that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Company, either previously or in connection with this Agreement shall be deemed or construed to be (a) an admission of the truth or falsity of any claims heretofore made or (b) an acknowledgment or admission by the Company of any fault or liability whatsoever to the Executive or to any third party.

11. Costs. The parties shall each bear their own costs, expert fees, attorneys' fees and other fees incurred in connection with this Agreement, except as specifically set forth in the Employment Agreement.

12. Authority. Executive represents and warrants that she has the capacity to act on her own behalf and on behalf of all who might claim through her to bind them to the terms and conditions of this Agreement.

13. No Representations. Executive represents that she has had the opportunity to consult with an attorney, and has carefully read and understands the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party which are not specifically set forth in this Agreement.

14. Severability. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision.

15. Entire Agreement. This Agreement, along with the Code of Corporate Conduct and Executive's written equity compensation agreements with the Company, represents the entire agreement and understanding between the Company and Executive concerning Executive's separation from the Company.

16. No Oral Modification. This Agreement may only be amended in writing signed by Executive and the Chairman of the Board of Directors of the Company.

17. Governing Law. This Agreement shall be governed by the internal substantive laws, but not the choice of law rules, of the State of California.

18. Effective Date. This Agreement is effective eight (8) days after it has been signed by both parties.

19. Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

20. Voluntary Execution of Agreement. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the parties to this Agreement, with the full intent of releasing all claims. The parties acknowledge that:

20.1 They have read this Agreement;

20.2 They have been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice or that they have voluntarily declined to seek such counsel;

20.3 They understand the terms and consequences of this Agreement and of the releases it contains;

20.4 They are fully aware of the legal and binding effect of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates set forth below.

	Williams-Sonoma, Inc.
Dated: ______, 20__	By ______________________
	Laura Alber, an individual
Dated: ______, 20__	______________________

Exhibit 10.5

WILLIAMS-SONOMA, INC.

MANAGEMENT RETENTION AGREEMENT

This amended and restated Management Retention Agreement (the "Agreement") is made and entered into by and between Laura Alber (the "Executive") and Williams-Sonoma, Inc. (the "Company"), effective as of the last date signed below (the "Effective Date"). This Agreement supersedes and replaces in its entirety the prior management retention agreement between the parties hereto that was initially effective as of June 11, 2010 (the "Prior Management Retention Agreement").

RECITALS

A. It is expected that the Company from time to time will consider the possibility of an acquisition by another company or other change of control. The Board of Directors of the Company (the "Board") recognizes that such consideration can be a distraction to the Executive and can cause the Executive to consider alternative employment opportunities. The Board has determined that it is in the best interests of the Company and its stockholders to assure that the Company will have the continued dedication and objectivity of the Executive, notwithstanding the possibility, threat or occurrence of a Change of Control (as defined herein) of the Company.

B. The Board believes that it is in the best interests of the Company and its stockholders to provide the Executive with an incentive to continue her employment and to motivate the Executive to maximize the value of the Company upon a Change of Control for the benefit of its stockholders.

C. The Board believes that it is imperative to provide the Executive with severance benefits upon certain terminations of employment following a Change of Control. These benefits will provide the Executive with enhanced financial security and incentive and encouragement to remain with the Company notwithstanding the possibility of a Change of Control.

D. Certain capitalized terms used in the Agreement are defined in Section 5 below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Term of Agreement. This Agreement will commence on the Effective Date and will remain in effect through September 7, 2033; provided, however, that if prior to the expiration of the term of this Agreement, the Company enters into a definitive agreement (a "Definitive Agreement") with a third party (or third parties), the consummation of which would result in a Change of Control (as defined in this Agreement), then the term of this Agreement shall automatically be extended to eighteen months following the resulting Change of Control, unless the Definitive Agreement

terminates or is cancelled without resulting in a Change of Control, in which case such extension shall not be effective. Moreover, Sections 3 and 8 of this Agreement shall survive the lapse of the term of this Agreement and shall be binding on both parties with respect to any termination of Executive's employment triggering severance benefits under Section 3 that occurs prior to the lapsing of the term of this Agreement.

2. At-Will Employment. The Company and the Executive acknowledge that the Executive's employment is and shall continue to be at-will, as defined under applicable law. If the Executive's employment terminates for any reason, the Executive shall not be entitled to any payments, benefits, damages, awards or compensation other than as provided under this Agreement, any outstanding written employment agreement or offer letter by and between Executive and the Company, or as may otherwise be available in accordance with the Company's established employee plans.

3. Severance Benefits.

(a) Involuntary Termination Other than for Cause, Voluntary Termination for Good Reason Within 18 Months On or Following a Change of Control. If within the period commencing on a Change of Control and ending eighteen (18) months following the Change of Control, the Executive's employment with the Company (i) is terminated involuntarily by the Company without Cause (as defined in this Agreement), or (ii) voluntarily by Executive for Good Reason (as defined in this Agreement), then subject to Executive signing and not revoking a release of claims in favor of the Company substantially in the form attached as Exhibit A to this Agreement (a "Release"), the Company shall provide severance pay and benefits, subject to certain conditions, as follows:

(i) Severance Payment. The Executive shall be entitled to receive a cash severance payment equal to two hundred percent of the Executive's annual base salary (as in effect immediately prior to (A) the Change of Control, or (B) the Executive's termination, whichever is greater) plus an amount equal to two hundred percent of her average annual bonus received in the last thirty-six (36) months. Such cash severance payment shall be paid out ratably over twenty-four months from the date of employment termination in accordance with the payroll schedule applicable to active officers of the Company (subject to the timing provisions of Sections 3(b)(viii) and 9 of this Agreement).

(ii) Equity Compensation Acceleration. One hundred percent (100%) of the Executive's outstanding stock options, stock appreciation rights, restricted stock units and other Company equity compensation awards, including performance-based vesting full-value awards where the payout is either a fixed number of shares or zero shares depending on whether the performance metric is obtained (such as Executive's March 2010 RSU grant), shall immediately become fully vested as to all of the underlying shares. With respect to performance-based vesting full-value awards in which the performance period has not been completed prior to the Executive's termination date and where the number of shares earned is variable based upon the extent to which performance milestones are reached (i.e., where the number of shares earned based upon achieving performance milestones can be more than one positive number), each such award shall vest at the target performance level as to a pro-rata number of shares in an amount equal to (A) the number of shares subject to the award that would have vested at target performance levels (had any additional service-based vesting requirements been met) multiplied by (B) a fraction, with the numerator being the number of months that have elapsed from the start of the award's performance period (with partial months rounded up to a whole month) through and including Executive's termination date and the denominator being the number of full months in the award's performance period (with such fraction not to exceed the whole number one). Any Company stock options and stock appreciation rights shall thereafter remain exercisable following the Executive's employment termination for the period prescribed in the respective option and stock appreciation right agreements.

(iii) Continued Employee Benefits. In lieu of continued employee benefits (other than as statutorily required, such as COBRA continuation coverage as required by law), Executive shall receive payments of three thousand dollars ($3,000) per month for twelve months from the date of employment termination in accordance with the payroll schedule applicable to active officers of the Company (subject to the timing provisions of Sections 3(b)(viii) and 9 of this Agreement).

(b) Voluntary Resignation Other than for Good Reason, Termination for Cause; Termination due to Death or Disability. If the Executive's employment with the Company terminates (i) voluntarily by the Executive other than for Good Reason, or (ii) for Cause by the Company, or (iii) pursuant to Executive's death or Disability, then the Executive shall not be entitled to receive severance or other benefits except for those (if any) as may then be established under the Company's then existing severance and benefits plans and practices or pursuant to other written agreements with the Company.

(i) Termination Outside of Change of Control. In the event the Executive's employment is terminated for any reason, either prior to a Change of Control or more than eighteen (18) months after a Change of Control, then the Executive shall be entitled to receive severance benefits only as provided under her employment agreement with the Company (the "Employment Agreement").

(ii) Termination On or Within 18 Months Following a Change of Control. In the event Executive's employment terminates on or within eighteen (18) months following a Change of Control, Executive shall only receive severance payments and benefits under this Agreement and not pursuant to the Company's then existing severance and benefits plans and practices or pursuant to other written agreements with the Company and shall not be entitled to severance benefits pursuant to the Employment Agreement unless severance benefits in the aggregate thereunder are greater than those provided in this Agreement; provided, however, that notwithstanding the foregoing, Executive shall remain entitled to up to $10,000 in legal fee reimbursements in connection with the review of her employment termination documentation pursuant to Section 4 of the Employment Agreement even if Executive receives severance benefits pursuant to this Agreement. In the event Executive's employment terminates due to her death or Disability during such period, Executive shall receive severance payments and benefits under the Employment Agreement to the extent such agreement then provides for payments or benefits upon such terminations of employment.

(iii) Non-Solicitation; Confidential Information. Notwithstanding the foregoing, the Company's obligation to provide severance payments and benefits under this Section 3 is expressly conditioned upon Executive's ongoing compliance with the confidential information and non-solicitation provisions of the Company's Corporate Code of Conduct as in effect on the date of Executive's termination of employment. In the event Executive breaches the terms of the confidential information and non-solicitation provisions Corporate Code of Conduct as in effect on such date, the Company's obligations under this Section 3 shall automatically terminate, without any notice to Executive.

(iv) No Mitigation. The Executive shall not be required to mitigate the amount of any severance payments or benefits provided for under this Agreement by seeking other employment nor shall any amounts to be received by the Executive under this Agreement be reduced by any other compensation earned.

(v) Tax Withholding. The Company shall be entitled to withhold from any payments made to Executive under this Section 3 any amounts required to be withheld by applicable federal, state or local tax law.

(vi) Non-Competition, Non-Solicitation; Confidential Information. If at any time during the period commencing on Executive's employment termination date and ending twelve (12) months later, Executive accepts other employment or a professional relationship with a competitor of the Company (defined as either (i) another company primarily engaged in retail sales of products for the home or (ii) any retailer with retail products for the home sales in excess of one hundred million dollars ($100,000,000) annually), or if Executive breaches her remaining obligations to the Company (e.g., her duty to protect confidential information and intellectual property and her duties not to solicit under the Company's Corporate Code of Conduct), then the Company's obligations under this Section 3 will cease such that Executive will not be entitled to any further payments or benefits under this Section 3 and the Company may seek injunctive relief against Executive as specified in Section 8(b) hereof.

(vii) Non-Disparagement. While employed by the Company and for a period of twenty-four (24) months commencing on the date upon which Executive's employment terminates, (i) Executive agrees that she shall not make any statements that disparage the Company, its products, services, officers, employees, members of its Board, advisers or other business contacts, and (ii) the Company agrees that members of its Board and the Company's officers holding a title of Executive Vice President or above shall not make any statements that disparage Executive. Executive acknowledges and agrees that upon her breach of this non-disparagement provision on or after the date upon which her employment terminates then the Company's obligations under this Section 3 will cease such that Executive will not be entitled to any further payments or benefits under this Section 3 and the Company may seek injunctive relief against Executive as specified in Section 8(b) hereof.

(viii) Release of Claims. Receipt of the severance payments and benefits specified in this Section 3 shall be contingent on Executive's execution of the Release, and the lapse of any statutory period for revocation, and such Release becoming effective in accordance with its terms within fifty-two (52) days following Executive's termination date. Any severance payment to which Executive otherwise would have been entitled during such fifty-two (52) day period shall be paid by the Company in cash and in full arrears on the fifty-third (53rd) day following Executive's employment termination date or such later date as is required to avoid the imposition of additional taxes under Internal Revenue Section 409A ("Section 409A").

4. Code Section 280G Best Results. If any payment or benefit Executive would receive pursuant to this Agreement or otherwise, including accelerated vesting of any equity compensation ("Payment") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code"), and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then such Payment shall be reduced to the Reduced Amount. The "Reduced Amount" shall be either (x) the largest portion of the Payment that would result in no portion of the Payment being subject to the Excise Tax or (y) the largest portion, up to and including the total, of the Payment, whichever amount, after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in Executive's receipt, on an after-tax basis, of the greater amount of the Payment notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in payments or benefits constituting "parachute payments" is necessary so that the Payment equals the Reduced Amount, reduction shall occur in the following order: (A) cash payments shall be reduced first and in reverse chronological order such that the cash payment owed on the latest date following the occurrence of the event triggering such excise tax will be the first cash payment to be reduced; (B) accelerated vesting of stock awards shall be cancelled/reduced next and in the reverse order of the date of grant for such stock awards (i.e., the vesting of the most recently granted stock awards will be reduced first), with full-value awards reversed before any stock option or stock appreciation rights are reduced; and (C) employee benefits shall be reduced last and in reverse chronological order such that the benefit owed on the latest date following the occurrence of the event triggering such excise tax will be the first benefit to be reduced.

The Company shall appoint a nationally recognized accounting firm to make the determinations required hereunder and perform the foregoing calculations. The Company shall bear all expenses with respect to the determinations by such accounting firm required to be made hereunder.

The accounting firm engaged to make the determinations hereunder shall provide its calculations, together with detailed supporting documentation, to the Company and Executive within fifteen (15) calendar days after the date on which right to a Payment is triggered (if requested at that time by the Company or Executive) or such other time as requested by the Company or Executive. Any good faith determinations of the accounting firm made hereunder shall be final, binding and conclusive upon the Company and Executive.

5. Definition of Terms. The following terms referred to in this Agreement shall have the following meanings:

(a) Cause. "Cause" means (i) an act of dishonesty made by Executive in connection with Executive's responsibilities as an employee, (ii) Executive's conviction of or plea of nolo contendere to, a felony or any crime involving fraud, embezzlement or any other act of moral turpitude, (iii) Executive's gross misconduct, (iv) Executive's unauthorized use or disclosure of any proprietary information or trade secrets of the Company or any other party to whom Executive owes an obligation of nondisclosure as a result of Executive's relationship with the Company; (v) Executive's willful breach of any obligations under any written agreement or covenant with the Company or breach of the Company's Corporate Code of Conduct; or (vi) Executive's continued failure to perform her employment duties after Executive has received a written demand of performance from the Board which specifically sets forth the factual basis for the Board's belief that Executive has not substantially performed her duties and has failed to cure such non-performance to the Company's satisfaction within 30 days after receiving such notice.

(b) Change of Control. "Change of Control" means the occurrence of any of the following events:

(i) A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group, ("Person") acquires ownership of the stock of the Company that, together with the stock held by such Person, constitutes more than 50% of the total voting power of the stock of the Company; provided, however, that for purposes of this subsection (i), the acquisition of additional stock by any one Person, who is considered to own more than 50% of the total voting power of the stock of the Company will not be considered a Change of Control; or

(ii) A change in the effective control of the Company which occurs on the date that a majority of members of the Board is replaced during any twelve (12) month period by Directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this clause (ii), if any Person is considered to effectively control the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change of Control; or

(iii) A change in the ownership of a substantial portion of the Company's assets which occurs on the date that any Person acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions; provided, however, that for purposes of this subsection (iii), the following will not constitute a change in the ownership of a substantial portion of the Company's assets: (A) a transfer to an entity that is controlled by the Company's stockholders immediately after the transfer, or (B) a transfer of assets by the Company to: (1) a stockholder of the Company (immediately before the asset transfer) in exchange for or with respect to the Company's stock, (2) an entity, 50% or more of the total value or voting power of which is owned, directly or indirectly, by the Company, (3) a Person, that owns, directly or indirectly, 50% or more of the total value or voting power of all the outstanding stock of the Company, or (4) an entity, at least 50% of the total value or voting power of which is owned, directly or indirectly, by a Person. For purposes of this subsection (iii), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For purposes of this Section 5(b), persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

Notwithstanding the foregoing, a transaction shall not be deemed a Change of Control unless the transaction qualifies as a change in the ownership of the Company, change in the effective control of the Company or a change in the ownership of a substantial portion of the Company's assets, each within the meaning of Section 409A.

(c) Disability. "Disability" means Executive (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, or (ii) is, by reason of any medically determinable physical or mental impairment which can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering Company employees.

(d) Good Reason. "Good Reason" means, without the Executive's consent, (i) a reduction in the Executive's annual base salary (except pursuant to a reduction generally applicable to senior executives of the Company), (ii) a material diminution of Executive's authority or responsibilities, (iii) a reduction of Executive's title, (iv) Executive ceasing to report directly to the Board of the acquirer, or (v) relocation of the Executive to a location more than 50 miles from the Company's San Francisco, California main office location. In addition, upon any such voluntary termination for Good Reason the Executive must provide written notice to the Company of the existence of the one or more of the above conditions within 90 days of its initial existence and the Company must be provided with at least 30 days to remedy the condition.

6. Assignment. This Agreement will be binding upon and inure to the benefit of (a) the heirs, executors and legal representatives of Executive upon Executive's death and (b) any successor of the Company. Any such successor of the Company will be deemed substituted for the Company under the terms of this Agreement for all purposes. For this purpose, "successor" means any person, firm, corporation or other business entity which at any time, whether by purchase, merger or other, directly or indirectly acquires all or substantially all of the assets or business of the Company. None of the rights of Executive to receive any form of compensation payable pursuant to this Agreement may be assigned or transferred except by will of the laws of descent and distribution. Any other attempted assignment, transfer, conveyance or other disposition of Executive's right to compensation or other benefits will be null and void.

7. Notices. All notices, requests, demands and other communications called for under this Agreement shall be in writing and shall be deemed given (i) on the date of delivery if delivered personally, (ii) one (1) day after being sent by a well established commercial overnight service, or (iii) four (4) days after being mailed by registered or certified mail, return receipt requested, prepaid and addressed to the parties or their successor at the following addresses, or at such other addresses as the parties may later designate in writing:

If to the Company:

Williams-Sonoma, Inc.
3250 Van Ness Avenue
San Francisco, CA 94109
Attn: General Counsel

If to Executive:

Laura Alber
At the last residential address known to the Company

8. Mediation.

(a) General. In the event of any claim or controversy between the parties which the parties are unable to resolve themselves, including any claim arising out of Executive's employment or the termination of that employment, and including any claim arising out of, connected with, or related to the formation, interpretation, performance or breach of this Agreement, the complaining party shall promptly send written notice to the other party identifying the matter in dispute and the proposed remedy. Following the giving of such notice, the parties shall meet and attempt in good faith to resolve the matter. In the event the parties are unable to resolve the matter within 21 calendar days, the parties shall submit the controversy to a mutually-selected mediator and attempt in good faith to resolve the matter through mediation.

(b) Availability of Injunctive Relief. The parties agree that they shall have the right to seek judicial relief in the form of injunctive and/or other equitable relief under the California Arbitration Act, Code of Civil Procedure section 1281.8(b), including but not limited to relief for threatened or actual misappropriation of trade secrets, violation of this Agreement, the Corporate Code of Conduct or any other agreement regarding trade secrets, confidential information, non-competition, nonsolicitation, non-disparagement or Labor Code §2870. In the event either party seeks injunctive relief, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees.

(c) Administrative Relief. Executive understands that this Agreement does not prohibit Executive from pursuing an administrative claim with a local, state or federal administrative body such as the Department of Fair Employment and Housing, the Equal Employment Opportunity Commission or the workers' compensation board.

9. Section 409A.

(a) Notwithstanding anything to the contrary in this Agreement, no Deferred Compensation Separation Benefits payable under this Agreement will be considered due or payable until and unless Executive has a "separation from service" within the meaning of Section 409A. Notwithstanding anything to the contrary in this Agreement, if Executive is a "specified employee" within the meaning of Section 409A at the time of Executive's "separation from service" other than due to Executive's death, then any severance benefits payable pursuant to this Agreement and any other severance payments or separation benefits, that in each case when considered together may be considered deferred compensation under Section 409A (together, the "Deferred Compensation Separation Benefits") and are otherwise due to Executive on or within the six (6) month period following Executive's "separation from service" will accrue during such six (6) month period and will instead become payable in a lump sum payment on the date six (6) months and one (1) day following the date of Executive's "separation from service." All subsequent Deferred Compensation Separation Benefits, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Each payment and benefit payable under this Agreement is intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

(b) Notwithstanding anything to the contrary in this Agreement, if Executive dies following her "separation from service" but prior to the six (6) month anniversary of the date of her "separation from service," then any Deferred Compensation Separation Benefits delayed in accordance with this Section will be payable in a lump sum as soon as administratively practicable after the date of Executive's death, but not later than ninety (90) days after the date of Executive's death, and all other Deferred Compensation Separation Benefits will be payable in accordance with the payment schedule applicable to each payment or benefit.

(c) It is the intent of this Agreement to comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided under this Agreement will be subject to the additional tax imposed under Section 409A, and any ambiguities in this Agreement will be interpreted to so comply. The Company and Executive agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition under Section 409A prior to actual payment to Executive.

10. Miscellaneous Provisions.

(a) Waiver. No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the Executive and by an authorized officer of the Company (other than the Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(b) Headings. All captions and section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.

(c) Entire Agreement. This Agreement, along with the Employment Agreement and other written agreements relating to the subject matter hereof between Executive and a duly authorized Company officer constitute the entire agreement of the parties hereto and supersede in their entirety all prior representations, understandings, undertakings or agreements (whether oral or written and whether expressed or implied) of the parties with respect to the subject matter hereof, including the Prior Management Retention Agreement.

(d) Choice of Law. This Agreement will be governed by the laws of the State of California (with the exception of its conflict of laws provisions).

(e) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

(f) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Management Retention Agreement on the respective dates set forth below.

Williams-Sonoma, Inc.

Dated: September 6, 2012

By /s/ Adrian D.P. Bellamy
Adrian Bellamy
Chairman of the Board

Laura Alber, an individual

Dated: September 6, 2012

/s/ Laura J. Alber

EXHIBIT A

WILLIAMS-SONOMA, INC./LAURA ALBER

RELEASE OF CLAIMS

This Release of Claims ("Agreement") is made by and between Williams-Sonoma, Inc. (the "Company") and Laura Alber ("Executive").

WHEREAS, Executive has agreed to enter into a release of claims in favor of the Company upon certain events specified in the management retention agreement by and between Company and Executive (the "Management Retention Agreement").

NOW THEREFORE, in consideration of the mutual promises made in this Agreement, the parties hereby agree as follows:

1. Termination. Executive's employment from the Company terminated on __________ (the "Termination Date").

2. Confidential Information. Executive shall continue to maintain the confidentiality of all confidential and proprietary information of the Company and shall continue to comply with the terms and conditions of the Company's Code of Corporate Conduct. Executive shall return all the Company property and confidential and proprietary information in her possession to the Company on the Effective Date of this Agreement.

3. Payment of Salary. Executive acknowledges and represents that the Company has paid all salary, wages, bonuses, accrued vacation, commissions and any and all other benefits due to Executive.

4. Release of Claims. Executive agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to Executive by the Company. Executive, on behalf of herself, and her respective heirs, family members, executors and assigns, hereby fully and forever releases the Company and its past, present and future officers, agents, directors, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, parents, predecessor and successor corporations, and assigns, from, and agrees not to sue or otherwise institute or cause to be instituted any legal or administrative proceedings concerning any claim, duty, obligation or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that she may possess arising from any omissions, acts or facts that have occurred up until and including the Effective Date of this Agreement including, without limitation,

(a) any and all claims relating to or arising from Executive's employment relationship with the Company and the termination of that relationship;

(b) any and all claims relating to, or arising from, Executive's right to purchase, or actual purchase of shares of stock of the Company, including, without limitation, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and securities fraud under any state or federal law;

(c) any and all claims for wrongful discharge of employment; termination in violation of public policy; discrimination; breach of contract, both express and implied; breach of a covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; and conversion;

(d) any and all claims for violation of any federal, state or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, The Worker Adjustment and Retraining Notification Act, the California Fair Employment and Housing Act, and Labor Code section 201, *et seq*. and section 970, *et seq*. and all amendments to each such Act as well as the regulations issued under each such Act;

(e) any and all claims for violation of the federal, or any state, constitution;

(f) any and all claims arising out of any other laws and regulations relating to employment or employment discrimination; and

(g) any and all claims for attorneys' fees and costs, except as specifically set forth in the Employment Agreement.

Executive agrees that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. This release does not extend to any severance obligations due Executive under the Management Retention Agreement. Nothing in this Agreement waives Executive's rights to indemnification or any payments under any fiduciary insurance policy, if any, provided by any act or agreement of the Company, state or federal law or policy of insurance.

5. Acknowledgment of Waiver of Claims under ADEA. Executive acknowledges that she is waiving and releasing any rights she may have under the Age Discrimination in Employment Act of 1967 ("ADEA") and that this waiver and release is knowing and voluntary. Executive and the Company agree that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the Effective Date of this Agreement. Executive acknowledges that the consideration given for this waiver and release Agreement is in addition to anything of value to which Executive was already entitled. Executive further acknowledges that she has been advised by this writing that (a) she should consult with an attorney prior to executing this Agreement; (b) she has at least twenty-one (21) days within which to consider this Agreement; (c) she has seven (7) days following the execution of this Agreement by the parties to revoke the Agreement; (d) this Agreement shall not be effective until the revocation period has expired; and (e) nothing in this Agreement prevents or precludes Executive from challenging or seeking a determination in good

faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties or costs for doing so, unless specifically authorized by federal law. Any revocation should be in writing and delivered to the Vice-President of Human Resources at the Company by close of business on the seventh day from the date that Executive signs this Agreement.

6. Civil Code Section 1542. Executive represents that she is not aware of any claims against the Company other than the claims that are released by this Agreement. Executive acknowledges that she has been advised by legal counsel and is familiar with the provisions of California Civil Code 1542, below, which provides as follows:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HER MUST HAVE MATERIALLY AFFECTED HER SETTLEMENT WITH THE DEBTOR.**

Executive, being aware of said code section, agrees to expressly waive any rights she may have under such code section, as well as under any statute or common law principles of similar effect.

7. No Pending or Future Lawsuits. Executive represents that she has no lawsuits, claims, or actions pending in her name, or on behalf of any other person or entity, against the Company or any other person or entity referred to in this Agreement. Executive also represents that she does not intend to bring any claims on her own behalf or on behalf of any other person or entity against the Company or any other person or entity referred to herein.

8. Application for Employment. Executive understands and agrees that, as a condition of this Agreement, she shall not be entitled to any employment with the Company, its subsidiaries, or any successor, and she hereby waives any right, or alleged right, of employment or re-employment with the Company.

9. No Cooperation. Executive agrees that she will not counsel or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against the Company and/or any officer, director, employee, agent, representative, shareholder or attorney of the Company, unless under a subpoena or other court order to do so.

10. No Admission of Liability. Executive understands and acknowledges that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Company, either previously or in connection with this Agreement shall be deemed or construed to be (a) an admission of the truth or falsity of any claims heretofore made or (b) an acknowledgment or admission by the Company of any fault or liability whatsoever to the Executive or to any third party.

11. Costs. The parties shall each bear their own costs, expert fees, attorneys' fees and other fees incurred in connection with this Agreement, except as specifically set forth in the Employment Agreement.

12. Authority. Executive represents and warrants that she has the capacity to act on her own behalf and on behalf of all who might claim through her to bind them to the terms and conditions of this Agreement.

13. No Representations. Executive represents that she has had the opportunity to consult with an attorney, and has carefully read and understands the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party which are not specifically set forth in this Agreement.

14. Severability. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision.

15. Entire Agreement. This Agreement, the Employment Agreement along with the Code of Corporate Conduct and Executive's written equity compensation agreements with the Company, represents the entire agreement and understanding between the Company and Executive concerning Executive's separation from the Company.

16. No Oral Modification. This Agreement may only be amended in writing signed by Executive and the Chairman of the Board of Directors of the Company.

17. Governing Law. This Agreement shall be governed by the internal substantive laws, but not the choice of law rules, of the State of California.

18. Effective Date. This Agreement is effective eight (8) days after it has been signed by both parties.

19. Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

20. Voluntary Execution of Agreement. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the parties to this Agreement, with the full intent of releasing all claims. The parties acknowledge that:

(a) They have read this Agreement;

(b) They have been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice or that they have voluntarily declined to seek such counsel;

(c) They understand the terms and consequences of this Agreement and of the releases it contains;

(d) They are fully aware of the legal and binding effect of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates set forth below.

Williams-Sonoma, Inc.

Dated: ______, 20__

By ____

Laura Alber, an individual

Dated: ______, 20__

____

Exhibit 31.1

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: December 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: December 7, 2012

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

Exhibit 32.1

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 October 28, 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: December 7, 2012

Exhibit 32.2

**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 October 28, 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: December 7, 2012