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

FORM 10-Q

x **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Quarterly Period Ended May 2, 2015

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: 001-34918

VERA BRADLEY, INC.
(Exact name of registrant as specified in its charter)

Indiana	**27-2935063**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
12420 Stonebridge Road, Roanoke, Indiana	**46783**
(Address of principal executive offices)	**(Zip Code)**

(877) 708-8372
(Registrant's telephone number, including area code)

None
(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 x 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 x No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	x
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 x

The registrant had 39,446,463 shares of its common stock outstanding as of June 11, 2015.

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FORWARD-LOOKING STATEMENTS

This report contains forward-looking statements that are subject to risks and uncertainties. All statements other than statements of historical or current fact included in this report are forward-looking statements. Forward-looking statements refer to our current expectations and projections relating to our financial condition, results of operations, plans, objectives, strategies, future performance, and business. You can identify forward-looking statements by the fact that they do not relate strictly to historical or current facts. These statements may include words such as “anticipate,” “estimate,” “expect,” “project,” “plan,” “intend,” “believe,” “may,” “might,” “will,” “should,” “can have,” and “likely” and other words and terms of similar meaning in connection with any discussion of the timing or nature of future operating or financial performance or other events. For example, all statements we make relating to our estimated and projected earnings, revenues, costs, expenditures, cash flows, growth rates, and financial results, our plans and objectives for future operations, growth, initiatives, or strategies, or the expected outcome or impact of pending or threatened litigation are forward-looking statements. All forward-looking statements are subject to risks and uncertainties that may cause actual results to differ materially from those that we expected, including:

- possible inability to successfully implement our long term strategic plan;
- possible failure of our multi-channel distribution model;
- possible adverse changes in general economic conditions and their impact on consumer confidence and consumer spending;
- possible inability to predict and respond in a timely manner to changes in consumer demand;
- possible inability to successfully open new stores and/or operate current stores as planned;
- possible inability to maintain and enhance our brand;
- possible loss of key management or design associates or inability to attract and retain the talent required for our business;
- a possible data security or privacy breach or disruption in our computer systems or website; and
- possible continued declines in our comparable sales.

We derive many of our forward-looking statements from our operating plans and forecasts, which are based upon detailed assumptions. While we believe that our assumptions are reasonable, we caution that it is difficult to predict the impact of known factors, and it is impossible for us to anticipate all factors that could affect our actual results.

For a discussion of these risks and other risks and uncertainties that could cause actual results to differ materially from those contained in our forward-looking statements, please refer to “Risk Factors” in Item 1A of our Annual Report on Form 10-K for the fiscal year ended January 31, 2015.

We caution you that the risks and uncertainties identified by us may not be all of the factors that are important to you. Furthermore, the forward-looking statements included in this report are made only as of the date hereof. We undertake no obligation to publicly update or revise any forward-looking statement as a result of new information, future events, or otherwise, except as required by law.

PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

Vera Bradley, Inc.
Consolidated Balance Sheets

(in thousands)

(unaudited)

	May 2, 2015	January 31, 2015
Assets		
Current assets:		
Cash and cash equivalents	$ 96,579	$ 112,292
Accounts receivable, net	26,241	31,374
Inventories	101,794	98,403
Income taxes receivable	5,731	3,208
Prepaid expenses and other current assets	9,377	9,100
Deferred income taxes	13,397	13,320
Total current assets	253,119	267,697
Property, plant, and equipment, net	112,526	109,003
Other assets	627	584
Total assets	$ 366,272	$ 377,284
Liabilities and Shareholders’ Equity		
Current liabilities:		
Accounts payable	$ 31,478	$ 32,906
Accrued employment costs	11,768	14,595
Other accrued liabilities	15,815	15,548
Total current liabilities	59,061	63,049
Deferred income taxes	5,722	5,297
Other long-term liabilities	27,397	24,467
Total liabilities	92,180	92,813
Commitments and contingencies		
Shareholders’ equity:		
Preferred stock; 5,000 shares authorized, no shares issued or outstanding	—	—
Common stock, without par value; 200,000 shares authorized, 40,789 and 40,695 shares issued and 39,743 and 40,074 outstanding, respectively	—	—
Additional paid-in-capital	81,918	80,992
Retained earnings	212,315	216,451
Accumulated other comprehensive loss	(5)	(15)
Treasury stock	(20,136)	(12,957)
Total shareholders’ equity	274,092	284,471
Total liabilities and shareholders’ equity	$ 366,272	$ 377,284

The accompanying notes are an integral part of these financial statements.

Vera Bradley, Inc.
Consolidated Statements of Income

(in thousands, except per share data)

(unaudited)

	Thirteen Weeks Ended	
	May 2, 2015	May 3, 2014
Net revenues	$ 101,104	$ 112,197
Cost of sales	49,410	52,442
Gross profit	51,694	59,755
Selling, general, and administrative expenses	57,612	50,045
Other income	947	1,577
Operating (loss) income	(4,971)	11,287
Interest expense, net	77	80
(Loss) income from continuing operations before income taxes	(5,048)	11,207
Income tax (benefit) expense	(912)	4,330
(Loss) income from continuing operations	(4,136)	6,877
Loss from discontinued operations, net of taxes	—	(310)
Net (loss) income	$ (4,136)	$ 6,567
Basic weighted-average shares outstanding	39,884	40,639
Diluted weighted-average shares outstanding	39,884	40,725
Net (loss) income per share - basic		
Continuing operations	$ (0.10)	$ 0.17
Discontinued operations	—	(0.01)
Net (loss) income	$ (0.10)	$ 0.16
Net (loss) income per share - diluted		
Continuing operations	$ (0.10)	$ 0.17
Discontinued operations	—	(0.01)
Net (loss) income	$ (0.10)	$ 0.16

The accompanying notes are an integral part of these financial statements.

Vera Bradley, Inc.
Consolidated Statements of Comprehensive Income

(in thousands)

(unaudited)

	Thirteen Weeks Ended	
	May 2, 2015	May 3, 2014
Net (loss) income	$ (4,136)	$ 6,567
Cumulative translation adjustment	10	(2)
Comprehensive (loss) income	$ (4,126)	$ 6,565

The accompanying notes are an integral part of these financial statements.

Vera Bradley, Inc.
Consolidated Statements of Cash Flows

(in thousands)

(unaudited)

	Thirteen Weeks Ended	
	May 2, 2015	May 3, 2014
Cash flows from operating activities		
Net (loss) income	$ (4,136)	$ 6,567
Adjustments to reconcile net (loss) income to net cash (used in) provided by operating activities:		
Depreciation of property, plant, and equipment	5,174	3,563
Provision for doubtful accounts	(381)	(115)
Loss on disposal of property, plant, and equipment	52	—
Stock-based compensation	1,404	980
Deferred income taxes	348	(1,263)
Changes in assets and liabilities:		
Accounts receivable	5,514	9,276
Inventories	(3,391)	10,373
Prepaid expenses and other assets	(320)	741
Accounts payable	(2,905)	(7,075)
Income taxes payable	(2,523)	1,772
Accrued and other liabilities	394	2,138
Net cash (used in) provided by operating activities	(770)	26,957
Cash flows from investing activities		
Purchases of property, plant, and equipment	(7,530)	(4,040)
Net cash used in investing activities	(7,530)	(4,040)
Cash flows from financing activities		
Tax withholdings for equity compensation	(478)	(582)
Repurchase of common stock	(6,921)	—
Other financing activities, net	(24)	(24)
Net cash used in financing activities	(7,423)	(606)
Effect of exchange rate changes on cash and cash equivalents	10	(2)
Net (decrease) increase in cash and cash equivalents	(15,713)	22,309
Cash and cash equivalents, beginning of period	112,292	59,215
Cash and cash equivalents, end of period	$ 96,579	$ 81,524
Supplemental disclosure of cash flow information		
Non-cash operating, investing, and financing activities		
Repurchase of common stock incurred but not yet paid	$ 258	$ —
Property, plant, and equipment expenditures incurred but not yet paid	$ 1,219	$ 3,016

The accompanying notes are an integral part of these financial statements.

Vera Bradley, Inc.
Notes to the Consolidated Financial Statements
(unaudited)

1. Description of the Company and Basis of Presentation

The terms “Company” and “Vera Bradley” refer to Vera Bradley, Inc. and its subsidiaries, except where the context requires otherwise or where otherwise indicated.

Vera Bradley is a leading designer of women’s handbags and accessories, luggage and travel items, eyewear, and stationery and gifts. Founded in 1982 by friends Barbara Bradley Baekgaard and Patricia R. Miller, the brand’s iconic designs and versatile styles offer women of all ages a colorful way to accessorize every look.

Vera Bradley offers a unique, multi-channel sales model, as well as a focus on service and a high level of customer engagement. The Company sells its products through two reportable segments: Direct and Indirect. The Direct business consists of sales of Vera Bradley products through the Company’s full-line and factory outlet stores in the United States, verabradley.com, direct-to-consumer eBay sales, and the Company's annual outlet sale in Fort Wayne, Indiana. As of May 2, 2015, the Company operated 101 full-line stores and 34 factory outlet stores. The Indirect business consists of sales of Vera Bradley products to approximately 2,700 specialty retail locations, substantially all of which are located in the United States, as well as department stores, national accounts, third party e-commerce sites, the Company's wholesale business in Japan, and third party inventory liquidation.

The accompanying unaudited consolidated financial statements have been prepared in accordance with the rules and regulations of the Securities and Exchange Commission (“SEC”). Accordingly, certain information and footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States (“GAAP”) have been omitted. These interim consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes included in the Company’s Annual Report on Form 10-K for the fiscal year ended January 31, 2015, filed with the SEC.

The interim financial statements reflect all adjustments that are, in the opinion of management, necessary to present fairly the results for the interim periods presented. All such adjustments are of a normal, recurring nature. The results of operations for the thirteen weeks ended May 2, 2015, are not necessarily indicative of the results to be expected for the full fiscal year.

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries. The Company has eliminated intercompany balances and transactions in consolidation.

Fiscal Periods

The Company’s fiscal year ends on the Saturday closest to January 31. References to the fiscal quarters ended May 2, 2015, and May 3, 2014, refer to the thirteen-week periods ended on those dates.

Operating Leases and Tenant-Improvement Allowances

The Company has leases that contain rent holidays and predetermined, fixed escalations of minimum rentals. For each of these leases, the Company recognizes the related rent expense on a straight-line basis commencing on the date of initial possession of the leased property. The Company records the difference between the recognized rent expense and the amount payable under the lease as a deferred rent liability. As of May 2, 2015 and January 31, 2015, deferred rent liability was $9.8 million and $8.9 million, respectively, and is included within other long-term liabilities on the Consolidated Balance Sheets.

The Company receives tenant-improvement allowances from some of the landlords of its leased properties. These allowances generally are in the form of cash received by the Company from its landlords as part of the negotiated lease terms. The Company records each tenant-improvement allowance as a deferred credit and amortizes the allowance on a straight-line basis as a reduction to rent expense over the term of the lease, commencing on the possession date. As of May 2, 2015 and January 31, 2015, the deferred lease credit liability was $15.6 million and $13.8 million, respectively. Of these amounts, $2.1 million and $1.8 million is included within other accrued liabilities as of May 2, 2015 and January 31, 2015, respectively; and $13.5 million and $12.0 million is included within other long-term liabilities as of May 2, 2015 and January 31, 2015, respectively.

Vera Bradley, Inc.
Notes to the Consolidated Financial Statements
(unaudited)

Recently Issued Accounting Pronouncements

In April 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2014-08, *Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity*. This guidance states that the disposal of a component of an entity is to be reported in discontinued operations only if the disposal represents a strategic shift that has (or will have) a major effect on an entity's operations and financial results. The pronouncement also requires additional disclosures regarding individually significant disposals of components that do not meet the criteria to be recognized as a discontinued operation as well as additional and expanded disclosures. The guidance is effective for all disposals (or classifications as held for sale) of components of an entity and all businesses or nonprofit activities that, on acquisition, are classified as held for sale that occur within annual periods beginning on or after December 15, 2014, and interim periods within annual periods beginning on or after December 15, 2015; it is applied prospectively. Early adoption is permitted, but only for disposals (or classifications as held for sale) that have not been reported in financial statements previously issued or available for issuance. The adoption of this standard did not have a material impact on the Company's consolidated financial statements upon adoption.

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers*. This guidance requires companies to recognize revenue in a manner that depicts the transfer of promised goods or services to customers in amounts that reflect the consideration to which a company expects to be entitled in exchange for those goods or services. The new standard also will result in enhanced disclosures about the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers. This guidance will be effective beginning in fiscal 2017, and early adoption is not permitted. The standard allows for either a full retrospective or a modified retrospective transition method. The Company is currently evaluating the impact of this standard, including the transition method, on its consolidated results of operations, financial position and cash flows.

In August 2014, the FASB issued ASU 2014-15, *Presentation of Financial Statements - Going Concern* which requires management to evaluate whether there is substantial doubt about an entity's ability to continue as a going concern and provide related footnote disclosures. The guidance is effective for annual or interim reporting periods beginning on or after December 15, 2016. Early adoption is permitted for financial statements that have not been previously issued. The standard allows for either a full retrospective or modified retrospective transition method. The Company does not expect this standard to have an impact on the Company's consolidated financial statements upon adoption.

In April 2015, the FASB issued ASU 2015-03, *Simplifying the Presentation of Debt Issuance Costs*, which modifies the presentation of debt issuance costs in financial statements. Under this new guidance, the Company will be required to present these costs in our condensed consolidated balance sheets as a direct deduction from the related debt liability. The requirements of the new standard will become effective for fiscal years, and interim periods within those fiscal years (including retrospective application), beginning after December 15, 2015; early adoption is permitted. The Company is currently evaluating this guidance and does not expect the application of this standard to have a material impact on the Company's consolidated financial statements upon adoption.

Vera Bradley, Inc.
Notes to the Consolidated Financial Statements
(unaudited)

2. Earnings Per Share

Basic earnings per share is computed based on the weighted-average number of common shares outstanding during the period. Diluted earnings per share is computed based on the weighted-average number of common shares outstanding, plus the effect of dilutive potential common shares outstanding during the period using the treasury stock method. Dilutive potential common shares represent outstanding restricted stock units. The components of basic and diluted earnings per share were as follows (in thousands, except per share data):

	Thirteen Weeks Ended	
	May 2, 2015	May 3, 2014
Numerator:		
(Loss) income from continuing operations	$ (4,136)	$ 6,877
Loss from discontinued operations, net of taxes	—	(310)
Net (loss) income	$ (4,136)	$ 6,567
Denominator:		
Weighted-average number of common shares (basic)	39,884	40,639
Dilutive effect of stock-based awards	—	86
Weighted-average number of common shares (diluted)	39,884	40,725
Earnings per share - basic:		
Continuing operations	$ (0.10)	$ 0.17
Discontinued operations	—	(0.01)
Net (loss) income	$ (0.10)	$ 0.16
Earnings per share - diluted:		
Continuing operations	$ (0.10)	$ 0.17
Discontinued operations	—	(0.01)
Net (loss) income	$ (0.10)	$ 0.16

As of May 2, 2015 and May 3, 2014, there were an immaterial number of additional shares issuable upon the vesting of restricted stock units that were excluded from the diluted share calculations because they were anti-dilutive.

3. Fair Value of Financial Instruments

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Assets and liabilities measured at fair value are classified using the following hierarchy, which is based upon the transparency of inputs to the valuation as of the measurement date:

- Level 1 – Quoted prices in active markets for identical assets or liabilities;
- Level 2 – Inputs, other than the quoted prices in active markets, that are observable either directly or indirectly;
- Level 3 – Unobservable inputs based on the Company’s own assumptions.

The classification of fair value measurements within the hierarchy is based upon the lowest level of input that is significant to the measurement.

The carrying amounts reflected on the Consolidated Balance Sheets for cash and cash equivalents, receivables, other current assets, and payables as of May 2, 2015, and January 31, 2015, approximated their fair values.

Vera Bradley, Inc.
Notes to the Consolidated Financial Statements
(unaudited)

4. Inventories

The components of inventories were as follows (in thousands):

	May 2, 2015	January 31, 2015
Raw materials	$ 4,867	$ 5,542
Work in process	—	470
Finished goods	96,927	92,391
Total inventories	$ 101,794	$ 98,403

5. Debt

As of May 2, 2015 and January 31, 2015, the Company had borrowing availability of $125.0 million under its amended and restated credit agreement. As of May 2, 2015, the Company was in violation of the fixed charge coverage ratio covenant under its amended and restated credit agreement with JPMorgan Chase Bank, as administrative agent, and certain other lenders. By waiver dated June 10, 2015, the lenders agreed to waive any breach of the fixed charge coverage ratio covenant and any default or event of default under the amended and restated credit agreement arising from the breach. The Company was in compliance with all other covenants as of May 2, 2015.

6. Income Taxes

The provision for income taxes for interim periods is based on an estimate of the annual effective tax rate adjusted to reflect the impact of discrete items. Management judgment is required in projecting ordinary income to estimate the Company's annual effective tax rate.

The effective tax rate for the thirteen weeks ended May 2, 2015, was 18.1%, compared to 38.6% for the thirteen weeks ended May 3, 2014. The year-over year decrease is primarily due to the decrease in income from continuing operations before income taxes and the relative impact of permanent items, including an increase in income tax reserves for uncertain federal and state tax positions related to research and development tax credits.

7. Stock-Based Compensation

The Company recognizes share-based compensation expense, for its awards of restricted stock and restricted stock units, in an amount equal to the fair market value of the underlying stock on the grant date of the respective award.

The Company reserved 6,076,001 shares of common stock for issuance or transfer under the 2010 Equity and Incentive Plan, which allows for grants of restricted stock units, as well as other equity awards.

Awards of Restricted Stock Units

During the thirteen weeks ended May 2, 2015, the Company granted 562,630 time-based and performance-based restricted stock units with an aggregate fair value of $9.1 million to certain employees and non-employee directors under the 2010 Equity and Incentive Plan compared to a total of 217,980 time-based and performance-based restricted stock units with an aggregate fair value of $5.9 million granted in the same period of the prior year. The Company determined the fair value of the awards based on the closing price of the Company's common stock on the grant date.

The majority of time-based restricted stock units vest and settle in shares of the Company's common stock, on a one-for-one basis, in equal installments on each of the first three anniversaries of the grant date. Beginning in fiscal 2014, all restricted stock units issued to non-employee directors vest after a one-year period from the grant date. The Company is recognizing the expense relating to these units, net of estimated forfeitures, on a straight-line basis over the vesting period.

Performance-based restricted stock units vest upon the completion of a three-year period of time (cliff vesting), subject to the employee's continuing employment throughout the three-year performance period and the Company's achievement of annual net income or earnings per share targets during the three-year performance period. The Company is recognizing the expense relating to these units, net of estimated forfeitures, based on the probable outcome of achievement of the financial targets, on a straight-line basis over three years.

Vera Bradley, Inc.
Notes to the Consolidated Financial Statements
(unaudited)

The following table sets forth a summary of restricted stock unit activity for the period ended May 2, 2015 (units in thousands):

	Time-based Restricted Stock Units		Performance-based Restricted Stock Units	
	Number of Units	Weighted-Average Grant Date Fair Value (per unit)	Number of Units	Weighted-Average Grant Date Fair Value (per unit)
Nonvested units outstanding at January 31, 2015	248	$ 26.34	217	$ 26.26
Granted	405	16.09	158	16.08
Vested	(117)	15.77	(8)	16.07
Forfeited	(57)	19.36	(60)	24.96
Nonvested units outstanding at May 2, 2015	479	$ 21.08	307	$ 21.54

As of May 2, 2015, there was $10.2 million of total unrecognized compensation cost, net of estimated forfeitures, related to nonvested restricted stock units. That cost is expected to be recognized over a weighted-average period of 2.3 years.

8. Commitments and Contingencies

The Company is subject to various claims and contingencies arising in the normal course of business, including those relating to product liability, legal, employee benefit, environmental, and other matters. Management believes that it is not reasonably possible that any of these claims will have a material adverse effect on the Company's financial condition, results of operations, or cash flows.

9. Common Stock

On September 9, 2014, the Company's board of directors approved a share repurchase program (the "2014 Share Repurchase Program") authorizing up to $40.0 million of repurchases of shares of the Company's common stock. The 2014 Share Repurchase Program expires in October 2016.

The Company purchased 424,849 shares at an average price of $16.90 per share, excluding commissions, for an aggregate amount of $7.2 million during the thirteen weeks ended May 2, 2015. As of May 2, 2015, there was $19.9 million remaining available to repurchase shares of the Company's common stock under the 2014 Share Repurchase Program.

As of May 2, 2015, the Company held as treasury shares 1,045,834 shares of its common stock at an average price of $19.25 per share, excluding commissions, for an aggregate carrying amount of $20.1 million. The Company's treasury shares may be issued under the 2010 Equity and Incentive Plan or for other corporate purposes. Further purchases may occur from time to time as market conditions warrant and as the Company deems appropriate when judged against alternative uses of cash.

Vera Bradley, Inc.
Notes to the Consolidated Financial Statements
(unaudited)

10. Discontinued Operations

On June 4, 2014, the Company entered into a five-year agreement with Mitsubishi Corporation Fashion Company and Look Inc. to import and distribute Vera Bradley products in Japan. As a result of moving to this wholesale business model, the Company exited its direct business in Japan during the third quarter of fiscal 2015 and the results of operations are reported as discontinued operations. Japan results were previously reported in the Direct segment, which has been restated to exclude the results of the discontinued operations for the periods presented. Following are the Japan results of operations (in thousands):

	Thirteen Weeks Ended	
	May 2, 2015	May 3, 2014
Net revenues	$ —	$ 1,264
Cost of sales	—	494
Gross profit	—	770
Selling, general, and administrative expenses	—	1,267
Operating loss	—	(497)
Loss on disposal from discontinued operations	—	—
Loss before income taxes	—	(497)
Income tax benefit	—	(187)
Loss from discontinued operations	$ —	$ (310)

11. Restructuring and Other Charges

In the first quarter of fiscal 2016, the Company closed its manufacturing facility located in New Haven, Indiana.

The Company incurred restructuring and other charges during the first quarter of fiscal 2016 of approximately $3.4 million ($2.1 million after the associated tax benefit), related to the facility closing. These charges include severance and benefit costs of approximately $1.7 million, lease termination costs of approximately $0.7 million, inventory-related charges of approximately $0.6 million, and other associated net costs, which include accelerated depreciation related to fixed assets, of approximately $0.4 million. These charges are reflected in cost of sales in the Company's Consolidated Financial Statements. Management expects that the facility closure will reduce operating costs by approximately $12.0 million annually beginning in the fourth quarter of fiscal 2016. All production from the facility will be absorbed by the Company’s third party manufacturing suppliers.

A summary of charges and related liabilities, associated with the facility closure, are as follows (in thousands):

	Inventory-Related Charges	Lease Termination Costs	Severance and Benefits Costs	Other
Fiscal 2015 charges	$ 2,989	$ —	$ —	$ 7
Cash payments	—	—	—	—
Non-cash charges	(2,989)	—	—	(7)
Liability as of January 31, 2015	$ —	$ —	$ —	$ —
Fiscal 2016 charges	$ 628	$ 650	$ 1,673	$ 484
Cash payments	—	(650)	(116)	(81)
Non-cash charges	(628)	—	2	(256)
Liability as of May 2, 2015	$ —	$ —	$ 1,559	$ 147

Vera Bradley, Inc.
Notes to the Consolidated Financial Statements
(unaudited)

Other charges affecting comparability, during the first quarter of fiscal 2016, totaled approximately $3.1 million ($2.1 million after the associated tax benefit) and consisted of $1.3 million in employee severance (reflected in selling, general, and administrative expenses in the Company's Consolidated Financial Statements), $1.2 million due to a retail store early lease termination agreement (reflected in selling, general, and administrative expenses in the Company's Consolidated Financial Statements), and $0.6 million related to an increase in income tax reserves for uncertain federal and state tax positions related to research and development tax credits (reflected in income tax expense in the Company's Consolidated Financial Statements).

12. Segment Reporting

The Company has two operating segments, which are also its reportable segments: Direct and Indirect. These operating segments are components of the Company for which separate financial information is available and for which operating results are evaluated on a regular basis by the chief operating decision maker in deciding how to allocate resources and in assessing the performance of the segments.

The Direct segment includes the Company’s full-line and factory outlet stores, the Company’s website, verabradley.com, direct-to-consumer eBay sales, and the annual outlet sale. Revenues generated through this segment are driven through the sale of Company-branded products from Vera Bradley to end consumers. The Company exited its direct Japan operations in the third quarter of fiscal 2015. Direct segment results for the current and prior periods presented are reported on a continuing operations basis unless otherwise stated. Discontinued operations are detailed in Note 10 *Discontinued Operations* of this Quarterly Report on Form 10-Q.

The Indirect segment represents revenues generated through the distribution of Company-branded products to specialty retailers representing approximately 2,700 locations, substantially all of which are located in the United States, as well as key accounts, which include department stores, national accounts, third party e-commerce sites, the Company's wholesale business in Japan, and third party inventory liquidation.

Corporate costs represent the Company’s administrative expenses, which include, but are not limited to: human resources, legal, finance, information technology, design, merchandising, and various other corporate-level-activity-related expenses. All intercompany-related activities are eliminated in consolidation and are excluded from the segment reporting.

Company management evaluates segment operating results based on several indicators. The primary or key performance indicators for each segment are net revenues and operating income. Net revenues and operating income information for the Company’s reportable segments during the thirteen weeks ended May 2, 2015 and May 3, 2014, respectively, consisted of the following (in thousands):

	Thirteen Weeks Ended	
	May 2, 2015	May 3, 2014
Segment net revenues:		
Direct	$ 70,433	$ 72,184
Indirect	30,671	40,013
Total	$ 101,104	$ 112,197
Segment operating income:		
Direct	$ 8,027	$ 13,758
Indirect	9,904	15,439
Total	$ 17,931	$ 29,197
Reconciliation:		
Segment operating income	$ 17,931	$ 29,197
Less:		
Unallocated corporate expenses	(22,902)	(17,910)
Operating (loss) income	$ (4,971)	$ 11,287

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

The following discussion summarizes the significant factors affecting the consolidated operating results, financial condition, liquidity, and cash flows of the Company as of and for the thirteen weeks ended May 2, 2015 and May 3, 2014. The following discussion should be read in conjunction with our Annual Report on Form 10-K for the fiscal year ended January 31, 2015, and our unaudited consolidated financial statements and the related notes included in Item 1 of this Quarterly Report.

Executive Summary

Below is a summary of our strategic progress and financial results for the first quarter of fiscal 2016 (all comparisons are to the first quarter of fiscal 2015):

Strategic Progress

- We have diversified into new fabrications which positions us to compete in a more significant portion of the handbag market.
- We continued to increase the mix of higher margin made-for-outlet product in our factory outlet stores.
- We continued to build a more flexible, efficient, and cost effective supply chain through vendor and country diversification.
- We opened five new full-line stores and five factory outlet stores during the first quarter.
- We introduced the first iteration of our new, more modern full-line store design in our Kierland Commons store in Scottsdale, Arizona.
- We recently added distribution to 150 additional Macy's stores, bringing our total to 250.
- We began to make significant investments in marketing to modernize our brand and attract a wider breadth of customer.

Financial Summary

- Net revenues decreased 9.9% to $101.1 million.
- Direct segment sales decreased 2.4% to $70.4 million. Comparable sales (including e-commerce) decreased 16.9%.
- Indirect segment sales decreased 23.3% to $30.7 million.
- Gross profit was $51.7 million (51.1% of net revenue).
- Operating loss was $5.0 million.
- Loss from continuing operations was $4.1 million, or $0.10 per diluted share.
- Cash and cash equivalents were $96.6 million at May 2, 2015.
- Capital expenditures for the thirteen weeks totaled $7.5 million.
- Repurchases of common stock for the thirteen weeks totaled $7.2 million.

Discontinued Operations

In June 2014, we entered into a five-year agreement with Mitsubishi Corporation Fashion Company and Look Inc. to import and distribute Vera Bradley products in Japan. As a result of moving to this wholesale business model, we exited our direct business in Japan during the third quarter of fiscal 2015 and are accounting for it as a discontinued operation. Consolidated income statement and Direct segment results for the current and prior periods presented are reported on a continuing operations basis unless otherwise stated.

Restructuring and Other Charges Affecting Comparability of the Quarterly Periods ended May 2, 2015, and May 3, 2014

In the first quarter of fiscal 2016, the Company closed its manufacturing facility located in New Haven, Indiana.

The Company incurred restructuring and other charges during the first quarter of fiscal 2016 of approximately $3.4 million ($2.1 million after the associated tax benefit), related to the facility closing. These charges include severance and benefit costs of approximately $1.7 million, lease termination costs of approximately $0.7 million, inventory-related charges of approximately $0.6 million, and other associated net costs, which include accelerated depreciation related to fixed assets, of approximately $0.4 million. These charges are reflected in cost of sales in the Company's Consolidated Financial Statements. Management expects that the facility closure will reduce operating costs by approximately $12.0 million annually beginning in the fourth quarter of fiscal 2016. All production from the facility will be absorbed by the Company’s third party manufacturing suppliers.

Other charges affecting comparability, during the first quarter of fiscal 2016, totaled approximately $3.1 million ($2.1 million after the associated tax benefit) and consisted of $1.3 million in employee severance (reflected in selling, general, and administrative expenses in the Company's Consolidated Financial Statements), $1.2 million due to a retail store early lease termination agreement (reflected in selling, general, and administrative expenses in the Company's Consolidated Financial Statements), and $0.6 million related to an increase in income tax reserves for uncertain federal and state tax positions related to research and development tax credits (reflected in income tax expense in the Company's Consolidated Financial Statements).

See Note 11 to the Notes to the Consolidated Financial Statements, herein, for additional information.

How We Assess the Performance of Our Business

In assessing the performance of our business, we consider a variety of performance and financial measures.

Net Revenues

Net revenues reflect sales of our merchandise and revenue from distribution and shipping and handling fees, less returns and discounts. Revenues for the Direct segment reflect sales through our full-line and factory outlet stores, verabradley.com, direct-to-consumer eBay sales, and our annual outlet sale in Fort Wayne, Indiana. Revenues for the Indirect segment reflect sales to specialty retail partners, department stores, national accounts, third party e-commerce sites, our wholesale business in Japan, and third party inventory liquidation.

Comparable Sales

Comparable sales (including e-commerce) are calculated based upon our stores that have been open for at least 12 full fiscal months and net revenues from our e-commerce operations. Comparable store sales are calculated based solely upon our stores that have been open for at least 12 full fiscal months. Remodeled stores are included in comparable sales and comparable store sales unless the store was closed for a portion of the current or comparable prior period or the remodel resulted in a significant change in square footage. Some of our competitors and other retailers calculate comparable or “same store” sales differently than we do. As a result, data in this report regarding our comparable sales and comparable store sales may not be comparable to similar data made available by other companies. Non-comparable sales include sales from stores not included in comparable sales or comparable store sales.

Measuring the change in year-over-year comparable sales allows us to evaluate how our store base and e-commerce operations are performing. Various factors affect our comparable sales, including:

- Overall economic trends;
- Consumer preferences and fashion trends;
- Competition;
- The timing of our releases of new patterns and collections;
- Changes in our product mix;
- Pricing;
- The level of customer service that we provide in stores;
- Our ability to source and distribute products efficiently;
- The number of stores we open and close in any period; and
- The timing and success of promotional and advertising efforts.

Gross Profit

Gross profit is equal to our net revenues less our cost of sales. Cost of sales includes the direct cost of purchased and manufactured merchandise, distribution center costs, operations overhead, duty, and all inbound freight costs incurred. The components of our reported cost of sales may not be comparable to those of other retail and wholesale companies.

Gross profit can be impacted by changes in volume; fluctuations in sales price; operational efficiencies, such as leveraging of fixed costs; promotional activities, such as free shipping; commodity prices, such as for cotton; and labor costs.

Selling, General, and Administrative Expenses (SG&A)

SG&A expenses include selling; advertising, marketing, and product development; and administrative. Selling expenses include Direct business expenses, such as store expenses, employee compensation, and store occupancy and supply costs, as well as Indirect business expenses consisting primarily of employee compensation and other expenses associated with sales to Indirect retailers. Advertising, marketing, and product development expenses include employee compensation, media costs, creative production expenses, marketing agency fees, new product design costs, public relations expenses, and market research expenses. A portion of our advertising expenses may be reimbursed by Indirect retailers, and such amount is classified as other income. Administrative expenses include employee compensation for corporate functions, corporate headquarters occupancy costs, consulting and software expenses, and charitable donations.

Other Income

We support many of our Indirect retailers' marketing efforts by distributing certain catalogs and promotional mailers to current and prospective customers. Our Indirect retailers reimburse us for a portion of the cost to produce these materials. Reimbursement received is recorded as other income. The related cost to design, produce, and distribute the catalogs and mailers is recorded as SG&A expense. Other income also includes proceeds from the sales of tickets to our annual outlet sale.

Operating (Loss) Income

Operating (loss) income is equal to gross profit less SG&A expenses plus other income. Operating (loss) income excludes interest income, interest expense, and income taxes.

(Loss) Income from Continuing Operations

(Loss) income from continuing operations is equal to operating (loss) income less net interest expense and income taxes.

Loss from Discontinued Operations, Net of Taxes

Loss from discontinued operations, net of taxes, is equal to the loss from the results of operations related to the direct Japan business, which was exited in the third quarter of fiscal 2015, adjusted for the associated tax benefit.

Net (Loss) Income

Net (loss) income is equal to the sum of (loss) income from continuing operations and loss from discontinued operations, net of taxes.

Results of Operations

The following tables summarize key components of our consolidated results of operations for the periods indicated, both in dollars and as a percentage of our net revenues ($ in thousands):

	Thirteen Weeks Ended	
	May 2, 2015	May 3, 2014
Statement of Income Data:		
Net revenues	$ 101,104	$ 112,197
Cost of sales	49,410	52,442
Gross profit	51,694	59,755
Selling, general, and administrative expenses	57,612	50,045
Other income	947	1,577
Operating (loss) income	(4,971)	11,287
Interest expense, net	77	80
(Loss) income from continuing operations before income taxes	(5,048)	11,207
Income tax (benefit) expense	(912)	4,330
(Loss) income from continuing operations	(4,136)	6,877
Loss from discontinued operations, net of taxes	—	(310)
Net (loss) income	$ (4,136)	$ 6,567
Percentage of Net Revenues:		
Net revenues	100.0 %	100.0 %
Cost of sales	48.9 %	46.7 %
Gross profit	51.1 %	53.3 %
Selling, general, and administrative expenses	57.0 %	44.6 %
Other income	0.9 %	1.4 %
Operating (loss) income	(4.9)%	10.1 %
Interest expense, net	0.1 %	0.1 %
(Loss) income from continuing operations before income taxes	(5.0)%	10.0 %
Income tax (benefit) expense	(0.9)%	3.9 %
(Loss) income from continuing operations	(4.1)%	6.1 %
Loss from discontinued operations, net of taxes	— %	(0.3)%
Net (loss) income	(4.1)%	5.9 %

The following tables present net revenues and operating (loss) income by operating segment, both in dollars and as a percentage of our net revenues, and store data for the periods indicated ($ in thousands, except as otherwise indicated):

	Thirteen Weeks Ended	
	May 2, 2015	May 3, 2014
Net Revenues by Segment:		
Direct	$ 70,433	$ 72,184
Indirect	30,671	40,013
Total	$ 101,104	$ 112,197
Percentage of Net Revenues by Segment:		
Direct	69.7%	64.3%
Indirect	30.3%	35.7%
Total	100.0%	100.0%

	Thirteen Weeks Ended	
	May 2, 2015	May 3, 2014
Operating (Loss) Income by Segment:		
Direct	$ 8,027	$ 13,758
Indirect	9,904	15,439
Less: Corporate unallocated	(22,902)	(17,910)
Total	$ (4,971)	$ 11,287
Operating Income as a Percentage of Net Revenues by Segment:		
Direct	11.4 %	19.1 %
Indirect	32.3 %	38.6 %
Store Data [1]:		
Total stores open at end of period	135	104
Comparable sales (including e-commerce) decrease [2]	(16.9)%	(7.8)%
Total gross square footage at end of period (all stores)	304,744	219,212
Average net revenues per gross square foot [3]	$ 130	$ 162

(1) Includes our full-line and factory outlet stores.
(2) Comparable sales (including e-commerce) are calculated based upon our stores that have been open for at least 12 full fiscal months and net revenues from our e-commerce operations. Increase or decrease is reported as a percentage of the comparable sales for the same period in the prior fiscal year. Remodeled stores are included in comparable sales unless the store was closed for a portion of the current or comparable prior period or the remodel resulted in a significant change in square footage.
(3) Dollars not in thousands. Average net revenues per gross square foot are calculated by dividing total net revenues for our stores that have been open at least 12 full fiscal months as of the end of the period by total gross square footage for those stores. Remodeled stores are included in average net revenues per gross square foot unless the store was closed for a portion of the period.

Thirteen Weeks Ended May 2, 2015, Compared to Thirteen Weeks Ended May 3, 2014

Net Revenues

For the thirteen weeks ended May 2, 2015, net revenues decreased $11.1 million, or 9.9%, to $101.1 million, from $112.2 million in the comparable prior-year period.

Direct. For the thirteen weeks ended May 2, 2015, net revenues in the Direct segment decreased $1.8 million, or 2.4%, to $70.4 million, from $72.2 million in the comparable prior-year period. This change resulted from a $9.4 million increase in revenues at our non-comparable stores, which included 10 additional stores, which was offset by a comparable sales (including e-commerce) decrease of $10.4 million, or 16.9% (which includes a 9.7% decrease in e-commerce sales and a 22.3% decrease in comparable store sales), and a decrease in total sales at our annual outlet sale compared to the prior year. The declines in comparable store sales and comparable sales (including e-commerce) were primarily due to year-over-year declines in store and on-line traffic, as well as lower levels of on-line promotional activity. The aggregate number of full-line and factory outlet stores grew from 104 at May 3, 2014, to 135 at May 2, 2015.

Indirect. For the thirteen weeks ended May 2, 2015, net revenues in the Indirect segment decreased $9.3 million, or 23.3%, to $30.7 million, from $40.0 million in the comparable prior-year period, primarily due to lower re-orders from the Company’s specialty retail accounts and the timing of the Company’s summer product launch (which will shift approximately $3.7 million of revenues into the second quarter). In addition, there has been a reduction in the total number of specialty retail accounts.

Gross Profit

For the thirteen weeks ended May 2, 2015, gross profit decreased $8.1 million, or 13.5%, to $51.7 million, from $59.8 million in the comparable prior-year period. As a percentage of net revenues, gross profit decreased to 51.1% for the thirteen weeks ended May 2, 2015, from 53.3% in the comparable prior-year period. The decrease in gross profit as a percentage of net revenues was primarily due to restructuring charges of $3.4 million related to the planned closure of our manufacturing facility in the first quarter of fiscal 2016, as discussed in more detail in Note 11 to the Notes to the Consolidated Financial Statements herein, partially offset by increased sales of higher-margin made-for-outlet product in our factory outlet stores, leverage of overhead costs due to fall 2014 cost reductions at our domestic manufacturing facility, lower levels of liquidation sales, and reduced promotional activity.

Selling, General, and Administrative Expenses

For the thirteen weeks ended May 2, 2015, SG&A expenses increased $7.6 million, or 15.1%, to $57.6 million, from $50.0 million in the comparable prior-year period. As a percentage of net revenues, SG&A expenses increased to 57.0% for the thirteen weeks ended May 2, 2015, from 44.6% in the comparable prior-year period. SG&A expenses for the thirteen weeks ended May 2, 2015, include $1.3 million in employee severance expense and $1.2 million in expense related to a retail store early termination agreement that did not occur in the comparable period. SG&A expenses as a percentage of revenue also increased due to fixed expenses being spread over lower revenues; deleveraging of store operating expenses as a result of lower sales; and strategic investments which included incremental marketing, new store expenses, and e-commerce investments.

Other Income

For the thirteen weeks ended May 2, 2015, other income decreased $0.7 million, or 39.9%, to $0.9 million, from $1.6 million in the comparable prior-year period, primarily due to a decrease in reimbursement of co-op mailer expense from Indirect retailers.

Operating (Loss) Income

For the thirteen weeks ended May 2, 2015, operating (loss) income decreased $16.3 million, or 144.0%, to $(5.0) million in the current year, from $11.3 million in the comparable prior-year period. As a percentage of net revenues, operating (loss) income was (4.9)% and 10.1% for the thirteen weeks ended May 2, 2015 and May 3, 2014, respectively. Operating (loss) income for the thirteen weeks ended May 2, 2015, was negatively impacted by the $5.9 million in restructuring and other charges described above under “Gross Profit” and “Selling, General, and Administrative Expenses.”

Direct. For the thirteen weeks ended May 2, 2015, operating income in the Direct segment decreased $5.8 million, or 41.7%, to $8.0 million from $13.8 million in the comparable prior-year period. As a percentage of Direct segment net revenues, operating income in the Direct segment was 11.4% and 19.1% for the thirteen weeks ended May 2, 2015 and May 3, 2014, respectively. Operating income in the Direct segment was negatively impacted by $3.5 million in aggregate restructuring and other charges related to the closure of our manufacturing facility in the first quarter of fiscal 2016 and a retail store early termination agreement.

Indirect. For the thirteen weeks ended May 2, 2015, operating income in the Indirect segment decreased $5.5 million, or 35.9%, to $9.9 million from $15.4 million in the comparable prior-year period. As a percentage of Indirect segment net revenues, operating income in the Indirect segment was 32.3% and 38.6% for the thirteen weeks ended May 2, 2015 and May 3, 2014, respectively. Operating income in the Indirect segment was negatively impacted by $1.1 million in restructuring charges related to the closure of our manufacturing facility in the first quarter of fiscal 2016.

Corporate Unallocated. For the thirteen weeks ended May 2, 2015, unallocated expenses increased $5.0 million, or 27.9%, to $22.9 million from $17.9 million in the comparable prior-year period. The increase in unallocated expenses included $1.3 million in employee severance expense.

Income Tax (Benefit) Expense

The effective tax rate for the thirteen weeks ended May 2, 2015, was 18.1%, compared to 38.6% for the thirteen weeks ended May 3, 2014. The year-over year decrease is primarily due to the decrease in income from continuing operations before income taxes and the relative impact of permanent items, including an increase in income tax reserves for uncertain federal and state tax positions related to research and development tax credits.

(Loss) Income from Continuing Operations

For the thirteen weeks ended May 2, 2015, (loss) income from continuing operations decreased $11.0 million, or 160.1%, to $(4.1) million from $6.9 million in the comparable prior-year period. Included in this decrease were restructuring and other charges of $6.5 million ($4.2 million after the associated tax benefit), as described in Note 11 to the Notes to the Consolidated Financial Statements herein.

Loss from Discontinued Operations, Net of Taxes

For the thirteen weeks ended May 3, 2014, loss from discontinued operations, net of taxes was $0.3 million reflecting the Japan operations which were exited during the third quarter of fiscal 2015.

Net (Loss) Income

For the thirteen weeks ended May 2, 2015, net (loss) income decreased $10.7 million, or 163.0%, to $(4.1) million from $6.6 million in the comparable prior-year period. Included in this decrease were restructuring and other charges of $6.5 million ($4.2 million after the associated tax benefit), as described in Note 11 to the Consolidated Financial Statements herein.

Liquidity and Capital Resources

General

Our primary source of liquidity is cash flow from operations. We also have access to additional liquidity, if needed, through borrowings under our $125.0 million amended and restated credit agreement. Historically, our primary cash needs have been for merchandise inventories, payroll, store rent, capital expenditures associated with operational equipment, buildings, information technology, opening new stores, and debt repayments. The most significant components of our working capital are cash and cash equivalents, merchandise inventories, accounts receivable, accounts payable, and other current liabilities.

We believe that cash flows from operating activities and the availability of borrowings under our amended and restated credit agreement or other financing arrangements will be sufficient to meet working capital requirements, anticipated capital expenditures, share repurchases, and debt payments for the foreseeable future.

Cash Flow Analysis

A summary of operating, investing, and financing activities is shown in the following table (in thousands):

	Thirteen Weeks Ended	
	May 2, 2015	May 3, 2014
Net cash (used in) provided by operating activities	$ (770)	$ 26,957
Net cash used in investing activities	(7,530)	(4,040)
Net cash used in financing activities	(7,423)	(606)

Net Cash (Used in) Provided by Operating Activities

Net cash (used in) provided by operating activities consists primarily of net income adjusted for non-cash items, including depreciation, amortization, deferred taxes, and stock-based compensation, the effect of changes in assets and liabilities, and tenant-improvement allowances received from landlords under our store leases.

Net cash used in operating activities for the thirteen weeks ended May 2, 2015, was $0.8 million, compared to net cash provided by operating activities of $27.0 million for the thirteen weeks ended May 3, 2014. This decrease was primarily due to a decrease in net income of $10.7 million along with increase in inventory of $13.8 million.

Net Cash Used in Investing Activities

Investing activities consist primarily of capital expenditures for growth related to new store openings, buildings, operational equipment, and information technology investments.

Net cash used in investing activities was $7.5 million and $4.0 million for the thirteen weeks ended May 2, 2015 and May 3, 2014, respectively; capital expenditures of $1.2 million and $3.0 million were incurred but not paid during the thirteen weeks ended May 2, 2015 and May 3, 2014, respectively. The $1.7 million increase in capital expenditures was due primarily to the opening of ten new stores in the first quarter of the current year as compared to five stores in the prior year, which was partially offset by reduced spending for the campus consolidation project.

Capital expenditures for fiscal 2016 are expected to be approximately $31.0 million.

Net Cash Used in Financing Activities

Net cash used in financing activities was $7.4 million for the thirteen weeks ended May 2, 2015 which was primarily related to purchases of shares of the Company's common stock made under the 2014 Share Repurchase Program. This compares to net cash used in financing activities of $0.6 million for the thirteen weeks ended May 3, 2014.

Amended and Restated Credit Agreement

On October 4, 2010, Vera Bradley Designs, Inc., our wholly owned subsidiary, entered into an agreement to amend and restate its credit agreement with JPMorgan Chase Bank, as administrative agent, and certain other lenders. The amended and restated credit agreement provides for a revolving credit commitment of $125.0 million. On June 1, 2012, Vera Bradley Designs, Inc., entered into an amendment to the credit agreement that extends the maturity date from October 3, 2015, to June 1, 2017. Certain permitted indebtedness covenants were also amended. All borrowings under the amended and restated credit agreement are collateralized by substantially all of our assets. The credit agreement is also guaranteed by the Company. The credit agreement requires us to comply with various financial covenants, including a fixed charge coverage ratio of not less than 1.20 to 1.00 and a leverage ratio of not more than 3.50 to 1.00. The agreement also contains various other covenants, including restrictions on the incurrence of certain indebtedness, liens, investments, acquisitions, and asset sales. As of May 2, 2015, the Company was in violation of the fixed charge coverage ratio covenant under its amended and restated credit agreement with JPMorgan Chase Bank, as administrative agent, and certain other lenders. By waiver dated June 10, 2015, the lenders agreed to waive any breach of the fixed charge coverage ratio covenant and any default or event of default under the amended and restated credit agreement arising from the breach. The Company was in compliance with all other covenants as of May 2, 2015.

Borrowings under the amended and restated credit agreement bear interest at either LIBOR plus the applicable margin (ranging from 1.05% to 2.05%) or the alternate base rate (as defined in the agreement) plus the applicable margin (ranging from 0.05% to 1.05%). The applicable margin is tied to our leverage ratio. In addition, we are required to pay a quarterly facility fee (as defined in the agreement) ranging from 0.20% to 0.45% of the revolving credit commitment. As of May 2, 2015, the Company had borrowing availability of $125.0 million under the agreement.

Off-Balance-Sheet Arrangements

We do not have any off-balance-sheet financing or unconsolidated special-purpose entities.

Critical Accounting Policies and Estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues, and expenses, as well as the related disclosures of contingent assets and liabilities at the date of the financial statements. A summary of the Company’s significant accounting policies is included in Note 2 to the Company’s consolidated financial statements in the Company’s Annual Report on Form 10-K for the fiscal year ended January 31, 2015.

Certain accounting policies and estimates of the Company are considered critical, as these policies and estimates are the most important to the depiction of the Company’s consolidated financial statements and require significant, difficult, or complex judgments, often about the effect of matters that are inherently uncertain. Such policies are summarized in the “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in the Company’s Annual Report on Form 10-K for the fiscal year ended January 31, 2015. As of May 2, 2015, there was no significant change to any of the critical accounting policies and estimates described in the Annual Report.

Recently Issued Accounting Pronouncements

In April 2014, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2014-08, *Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity*. This guidance states that the disposal of a component of an entity is to be reported in discontinued operations only if the disposal represents a strategic shift that has (or will have) a major effect on an entity’s operations and financial results. The pronouncement also requires additional disclosures regarding individually significant disposals of components that do not meet the criteria to be recognized as a discontinued operation as well as additional and expanded disclosures. The guidance is effective for all disposals (or classifications as held for sale) of components of an entity and all businesses or nonprofit activities that, on acquisition, are classified as held for sale that occur within annual periods beginning on or after December 15, 2014, and interim periods within annual periods beginning on or after December 15, 2015; it is applied prospectively. Early adoption is permitted, but only for disposals (or classifications as held for sale) that have not been reported in financial statements previously issued or available for issuance. The adoption of this standard did not have a material impact on the Company's consolidated financial statements upon adoption.

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers*. This guidance requires companies to recognize revenue in a manner that depicts the transfer of promised goods or services to customers in amounts that reflect the consideration to which a company expects to be entitled in exchange for those goods or services. The new standard also will result in enhanced disclosures about the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers. This guidance will be effective beginning in fiscal 2017, and early adoption is not permitted. The standard allows for either a full retrospective or a modified retrospective transition method. The Company is currently evaluating the impact of this standard, including the transition method, on its consolidated results of operations, financial position and cash flows.

In August 2014, the FASB issued ASU 2014-15, *Presentation of Financial Statements - Going Concern* which requires management to evaluate whether there is substantial doubt about an entity's ability to continue as a going concern and provide related footnote disclosures. The guidance is effective for annual or interim reporting periods beginning on or after December 15, 2016. Early adoption is permitted for financial statements that have not been previously issued. The standard allows for either a full retrospective or modified retrospective transition method. The Company does not expect this standard to have an impact on the Company's consolidated financial statements upon adoption.

In April 2015, the FASB issued ASU 2015-03, *Simplifying the Presentation of Debt Issuance Costs*, which modifies the presentation of debt issuance costs in financial statements. Under this new guidance, the Company will be required to present these costs in our condensed consolidated balance sheets as a direct deduction from the related debt liability. The requirements of the new standard will become effective for fiscal years, and interim periods within those fiscal years (including retrospective application), beginning after December 15, 2015; early adoption is permitted. The Company is currently evaluating this guidance and does not expect the application of this standard to have a material impact on the Company's consolidated financial statements upon adoption.

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ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

As of May 2, 2015, there was no material change in the market risks described in "Quantitative and Qualitative Disclosures About Market Risks" in the Company's Annual Report on Form 10-K for the fiscal year ended January 31, 2015.

ITEM 4. CONTROLS AND PROCEDURES

At the end of the period covered by this Quarterly Report on Form 10-Q, the Company carried out an evaluation, under the supervision and with the participation of the Company's Disclosure Committee and management, including the Chief Executive Officer and the Chief Financial Officer of the effectiveness of the design and operation of the Company's disclosure controls and procedures pursuant to Rule 13a-15 of the Securities Exchange Act of 1934. Based on that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that the Company's disclosure controls and procedures were effective as of May 2, 2015.

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

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PART II. OTHER INFORMATION

ITEM 1A. RISK FACTORS

There has been no material change to our risk factors as previously set forth in the Company’s Annual Report on Form 10-K for the fiscal year ended January 31, 2015.

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

On September 9, 2014, the Company’s board of directors approved a share repurchase program (the “2014 Share Repurchase Program”) authorizing up to $40.0 million of repurchases of shares of the Company's common stock. The 2014 Share Repurchase Program expires in October 2016. During the thirteen weeks ended May 2, 2015, the Company repurchased 424,849 shares of the Company's common stock at an average price of $16.90 per share, excluding commissions.

Details on the shares repurchased under the program during the thirteen weeks ended May 2, 2015 are as follows:

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Approximate Dollar Value of Shares that May Yet be Purchased Under the Plans or Program
February 1, 2015 - February 28, 2015	115,175	$ 19.64	115,175	$ 24,780,744
March 1, 2015 - April 4, 2015	199,664	16.48	199,664	21,491,120
April 5, 2015 - May 2, 2015	110,010	14.79	110,010	19,864,467
	424,849	$ 16.90	424,849	

ITEM 6. EXHIBITS

a. Exhibits

Exhibit No.	Description
10.1	Fiscal 2016 Restricted Stock Unit/Performance Unit Terms and Conditions
10.2	Fiscal 2016 Annual Incentive Compensation Plan (Executives)
10.3	Form of Performance-Based Award Agreement under the 2010 Equity and Incentive Plan
31.1	CEO Section 302 Certification
31.2	CFO Section 302 Certification
32.1	Section 906 Certifications*
101	The following materials from the Vera Bradley, Inc.'s Quarterly Report on Form 10-Q for the quarter ended May 2, 2015 formatted in Extensible Business Reporting Language (XBRL): (i) Consolidated Statements of Income for the Thirteen Weeks ended May 2, 2015 and May 3, 2014; (ii) Consolidated Statements of Comprehensive Income for the Thirteen Weeks ended May 2, 2015 and May 3, 2014; (iii) Consolidated Balance Sheets as of May 2, 2015 and January 31, 2015; (iv) Consolidated Statements of Cash Flows for the Thirteen Weeks ended May 2, 2015 and May 3, 2014, and (v) Notes to Consolidated Financial Statements. **

* Furnished, not filed.

** Pursuant to Rule 406T of SEC Regulation S-T, the Interactive Data Files included as Exhibit 101 hereto are deemed not filed or part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, as amended, are deemed not filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and otherwise are not subject to liability under these Sections.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

	Vera Bradley, Inc. (Registrant)
Date: June 11, 2015	/s/ Kevin J. Sierks
	Kevin J. Sierks
	Executive Vice President – Chief Financial Officer

EXHIBIT INDEX

Exhibit No.	Description
10.1	Fiscal 2016 Restricted Stock Unit/Performance Unit Terms and Conditions
10.2	Fiscal 2016 Annual Incentive Compensation Plan (Executives)
10.3	Form of Performance-Based Award Agreement under the 2010 Equity and Incentive Plan
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101	The following materials from the Vera Bradley, Inc.'s Quarterly Report on Form 10-Q for the quarter ended May 2, 2015 formatted in Extensible Business Reporting Language (XBRL): (i) Consolidated Statements of Income for the Thirteen Weeks ended May 2, 2015 and May 3, 2014; (ii) Consolidated Statements of Comprehensive Income for the Thirteen Weeks ended May 2, 2015 and May 3, 2014; (iii) Consolidated Balance Sheets as of May 2, 2015 and January 31, 2015; (iv) Consolidated Statements of Cash Flows for the Thirteen Weeks ended May 2, 2015 and May 3, 2014, and (v) Notes to Consolidated Financial Statements. **

* Furnished, not filed.

** Pursuant to Rule 406T of SEC Regulation S-T, the Interactive Data Files included as Exhibit 101 hereto are deemed not filed or part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, as amended, are deemed not filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and otherwise are not subject to liability under these Sections.

Exhibit 10.1

Vera Bradley, Inc.
2010 Equity and Incentive Plan

FISCAL 2016 LONG TERM INCENTIVE PLAN
RESTRICTED STOCK UNIT/PERFORMANCE UNIT

TERMS AND CONDITIONS

1. Definitions. Any term capitalized herein but not defined will have the meaning set forth in the Vera Bradley, Inc. 2010 Equity and Incentive Plan (the "Plan").

2. Grant and Vesting of Restricted Stock Units.

(a) As of the grant date specified in the Award Agreement (the "Grant Date"), the Participant will be credited with the number of Restricted Stock Units set forth in the Award Agreement. Each Restricted Stock Unit is a notional amount that represents one unvested share of Common Stock. Each Restricted Stock Unit constitutes the right, subject to the terms and conditions of the Plan and this document, to the distribution of a Share if and when the Restricted Stock Unit vests.

(b) Restricted Stock Units will vest on each of the first three anniversaries of the Grant Date. If the Participant's Service with the Company and all of its Affiliates terminates before the date that a grant of Restricted Stock Units vests, his or her right to receive the Shares underlying such unvested Restricted Stock Units will be only as provided in Section 5.

3. Grant and Vesting of Performance Units ("Performance RSUs").

(a) As of the Grant Date, the Participant will be credited with the number of Performance RSUs set forth in the Award Agreement. Each Performance RSU is a notional amount that represents one unvested share of Common Stock. Each Performance RSU constitutes the right, subject to the terms and conditions of the Plan and this document, to the distribution of a Share if and when the Performance RSU is deemed earned and vested.

(b) Performance RSUs granted under the Plan are intended to qualify as performance-based compensation under section 162(m) of the Internal Revenue Code of 1986, as amended ("Code"). Performance RSUs (or tranches of such Performance RSUs) will become earned only if the Company achieves a stated level of "Earnings Per Share" (as defined below) during the applicable Performance Year within the Performance Period as set forth in the Award Agreement. Except as provided in Section 5, any earned Performance RSUs (and the Participant's right to receive the Shares underlying such Performance RSUs) will become vested only if the Participant remains continuously employed with the Company during the Performance Period. The following additional provisions apply to grants of Performance RSUs:

(i) *Certification of Results.* Before any award of Performance RSUs is deemed earned with respect to a Performance Period, the Committee shall certify, in accordance with Section 9.5 of the Plan, in writing (i) that the performance goals described in the Award Agreement has been achieved for the Performance Period, and (ii) the calculation of "Earnings Per Share" (as defined below) for each Performance Year within the Performance Period.

(ii) *Definition of "Earnings Per Share."* For purposes of this Subsection 3(b), the term "Earnings Per Share" means, with respect to any Awards of Performance RSUs, the Company's consolidated earnings per share, as determined in accordance with U.S. GAAP, adjusted to exclude the effects, as shown on the financial statements furnished as part of Form 8-K (announcing the Company's fiscal year-end financial results) for any fiscal year of the Company ending with or within the Performance Period, of (i) any acquisition during the Performance Period, including the amortization expense of intangible assets acquired during the Performance Period, (ii) material charges or income arising from litigation, (iii) corporate restructuring, asset impairment, or other special charges, and (iv) cumulative effect of changes to U.S. GAAP accounting.

(iii) *Definition of "Performance Year."* For purposes of this Subsection 3(b), the term "Performance Year" means, with respect to any Awards of Performance RSUs, each fiscal year of the Company ending within the Performance Period.

(iv) *Finality of Committee Determinations.* Any determination by the Committee of Net Income and the level and entitlement to the Award of Performance RSUs, and any interpretation, rule, or decision adopted by the Committee under the Plan or in carrying out or administering the Plan, is final and binding for all purposes and upon all interested persons, their heirs, and personal representatives. The Committee may rely conclusively on determinations made by the Company and its auditors to determine Net Income and related information for purposes of administration of the Plan, whether such information is determined by the Company, its auditors, or a third-party vendor engaged to provide such information to the Company. This Subsection is not intended to limit the Committee's power, to the extent it deems proper in its sole discretion, to take any action permitted under the Plan and Code Section 162(m).

4. Rights as a Stockholder.

(a) Unless and until a Restricted Stock Unit or an earned Performance RSU, as applicable, has vested and the Share underlying it has been distributed to the Participant, the Participant will not be entitled to vote in respect of that Restricted Stock Unit or Performance RSU (as applicable) or that Share.

(b) If the Company declares a cash dividend on its Shares, then, on the payment date of the dividend, the Participant will be credited with dividend equivalents equal to the amount of cash dividend per Share multiplied by the number of outstanding Restricted Stock Units or Performance RSUs (as applicable) credited to the Participant through the record date. The dollar amount credited to a Participant under the preceding sentence will be credited to an account ("Account") established for the Participant for bookkeeping purposes only on the books of the Company. The amounts credited to the Account will be credited as of the last day of each month with interest, compounded monthly, until the amount credited to the Account is paid to the Participant. The rate of interest credited under the previous sentence will be the prime rate of interest as reported by the Midwest edition of the Wall Street Journal for the second business day of each fiscal quarter on an annual basis. The balance in the Account will be subject to the same terms regarding vesting and forfeiture as the Participant's Restricted Stock Units or Performance RSUs, as applicable, awarded under the applicable Award Agreement, and will be paid in cash in a single sum at the time that the Shares associated with the Participant's Restricted Stock Units or Performance RSUs, as applicable, are delivered (or forfeited at the time that the Participant's Restricted Stock Units or Performance RSUs, as applicable, are forfeited).

5. Termination of Service; Change in Control. If a Participant's Service is terminated for any reason during the applicable Restricted Period or Performance Period, the terms and conditions of the underlying Award Agreement will govern when and whether the Participant will forfeit the right to receive Shares underlying any Restricted Stock Units or Performance RSUs, as applicable, that have not yet vested. To the extent provided in the underlying Award Agreement, all or a portion of the previously unvested Restricted Stock Units or Performance RSUs, as applicable, then outstanding will vest immediately prior to or upon the consummation of a Change in Control.

For purposes hereof, a "Change in Control" shall mean the occurrence of any one or more of the following: (a) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group (within the meaning of the Exchange Act and the rules of the Securities and Exchange Commission as in effect on the date of this Award), other than (i) Barbara Baekgaard, Patricia Miller, Jill Nichols, Michael Ray and Kim Colby and their respective heirs and descendants and any trust established for the benefit of such Persons, (ii) the Company or a corporation owned directly or indirectly by the shareholders of the Company in substantially the same proportions as their ownership of stock of the Company, or (iii) any employee benefit plan (or related trust) sponsored or maintained by the Company or any Affiliate, of securities of the Company representing more than twenty-five percent (25%) of the combined voting power of the Company's then outstanding securities; (b) the occupation of a majority of the seats (other than vacant seats) on the Board by Persons who were neither (i) nominated by the Board nor (ii) appointed by directors so nominated; or (c) the consummation of (i) an agreement for the sale or disposition of all or substantially all of the Company's assets, or (ii) a merger, consolidation or reorganization of the Company with or involving any other corporation, other than a merger, consolidation or reorganization that results in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least fifty percent (50%) of the combined voting power of the voting securities of the Company (or such surviving entity) outstanding immediately after such merger, consolidation or reorganization.

6. Timing and Form of Payment. Except as provided in this Section or in clauses 2(b) or 3(b) or Section 5, above, once a Restricted Stock Unit vests or a Performance RSU is earned and vested, as applicable, the Participant will be entitled to receive a Share in its place. Delivery of the Share will be made, including delivery with respect to a Disabled Participant, or to the estate of a deceased Participant, after the end of the Restricted Period or Performance Period, as applicable, and not later than the 15th day of the third month following the end of the Restricted Period or Performance Period, as applicable. Shares will be credited to an account established for the benefit of the Participant with the Company's administrative agent. The Participant will have full legal and beneficial ownership with respect to the Shares at that time.

7. Assignment and Transfers. The Participant may not assign, encumber or transfer any of his or her rights and interests under the Award described in this document, except, in the event of his or her death, by will or the laws of descent and distribution.

8. Withholding Tax. The Company shall have the power and the right to deduct or withhold an amount sufficient to satisfy federal, state, and local taxes (including FICA obligations), domestic or foreign, and other deductions required by law to be withheld with respect to the Award. Unless the Committee or its designee agrees to a different method for withholding such taxes, the number of Shares (underlying the Award) necessary to cover applicable withholdings will be withheld from the issuance of any Shares of exchange for the Award.

9. Securities Law Requirements.

(a) The Restricted Stock Units and Performance RSUs are subject to the further requirement that, if at any time the Committee determines in its sole discretion that the listing or qualification of the Shares subject to the Restricted Stock Units and Performance RSUs under any securities exchange requirements or under any applicable law, or the consent or approval of any governmental regulatory body, is necessary as a condition of, or in connection with, the issuance of Shares under it, then Shares will not be issued under the Restricted Stock Units and Performance RSUs, unless the necessary listing, qualification, consent or approval has been effected or obtained free of any conditions not acceptable to the Committee.

(b) No person who acquires Shares pursuant to the Award reflected in this document may, during any period of time during which that person is an affiliate of the Company (within the meaning of the rules and regulations of the Securities and Exchange Commission under the Securities Act), sell the Shares, unless the offer and sale is made pursuant to (i) an effective registration statement under the Securities Act, which is current and includes the Shares to be sold, or (ii) an appropriate exemption from the registration requirements of the Securities Act, such as that set forth in Rule 144 promulgated under the Securities Act. With respect to individuals subject to Section 16 of the Exchange Act, transactions under this Award are intended to comply with all applicable conditions of Rule 16b-3, or its successors under the Exchange Act. To the extent any provision of the Award or action by the Committee fails to so comply, the Committee may determine, to the extent permitted by law, that the provision or action will be null and void.

10. No Limitation on Rights of the Company. Subject to Sections 4.3, 14.1 and 14.2 of the Plan, the grant of the Award described in this document will not in any way affect the right or power of the Company to make adjustments, reclassifications or changes in its capital or business structure, or to merge, consolidate, dissolve, liquidate, sell or transfer all or any part of its business or assets.

11. Plan, Restricted Stock Units, Performance RSUs and Award Not a Contract of Employment. Neither the Plan, the Restricted Stock Units, the Performance RSUs nor any other right or interest that is part of the Award granted under the Plan or this document is a contract of employment, and no terms of employment or Service of the Participant will be affected in any way by the Plan, the Restricted Stock Units, the Performance RSUs, the Award, this document or related instruments, except as specifically provided therein. Neither the establishment of the Plan nor the Award will be construed as conferring any legal rights upon the Participant for a continuation of employment or Service, nor will it interfere with the right of the Company or any Affiliate to discharge the Participant and to treat him or her without regard to the effect that treatment might have upon him or her as a Participant.

12. Participant to Have No Rights as a Stockholder. Except as provided in Section 4 above, the Participant will have no rights as a stockholder with respect to any Shares subject to the Restricted Stock Units or Performance RSUs, as applicable, prior to the date on which he or she is recorded as the holder of those Shares on the records of the Company.

13. Notice. Any notice or other communication required or permitted hereunder must be in writing and must be delivered personally, or sent by certified, registered or express mail, postage prepaid. Any such notice will be deemed given when so delivered personally or, if mailed, three days after the date of deposit in the United States mail, in the case of the Company to 2208 Production Road, Fort Wayne, Indiana 46808, Attn: Corporate Secretary, and, in the case of the Participant, to the last known address of the Participant in the Company's records.

14. Governing Law. This document and the Award will be construed and enforced in accordance with, and governed by, the laws of the State of Indiana, determined without regard to its conflict of law rules.

15. Code Section 409A. Notwithstanding any other provision in this document, if a Participant is a "specified employee" (as such term is defined for purposes of Code Section 409A) at the time of his or her termination of Service, no amount that is subject to Code Section 409A and that becomes payable by reason of such termination of Service shall be paid to the Participant before the earlier of (i) the expiration of the six-month period measured from the date of the Participant's termination of Service, and (ii) the date of the Participant's death.

16. Plan Document Controls. The rights granted under this document are in all respects subject to the provisions of the Plan to the same extent and with the same effect as if they were set forth fully therein. If the terms of this document or the Award conflict with the terms of the Plan, the Plan will control.

Exhibit 10.2

Senior Executive Annual Incentive Compensation Plan

Fiscal 2016

Plan Overview

Awards under this Senior Executive Annual Incentive Compensation Plan ("Annual Plan") are granted under and governed by the terms and conditions of the Vera Bradley, Inc. 2010 Equity and Incentive Plan (the “2010 Plan”), as amended. Any term capitalized herein but not defined will have the meaning set forth in the 2010 Plan.

This Annual Plan is designed to give each eligible Participant (as defined in the attached Administrative Guidelines) an opportunity to share in the Company's success for the fiscal year ending January 30, 2016 (the "Performance Period"). The incentive opportunity for the Performance Period is based on a percentage of each Participant's Base Salary (as defined herein) and will be earned based on three to four independent performance measures as more fully described herein (collectively, the “FY16 Performance Measures”).

Calculation of Incentive Opportunity

The target incentive opportunity for each Participant is determined based on a percentage of each Participant's Base Salary (as defined below) based upon the Participant’s level.

	Incentive Opportunity (Percent of Base Salary)		
Participant Level	**Threshold**	**Target**	**Excellence**
EVP	25%	50%	87.5%
SVP/VP2	22.5%	40%	65%

"Base Salary" is defined as the Participant's gross base salary (before taxes and deductions) paid by the Company to the Participant during the Performance Period.

Each Participant will have the opportunity to earn the incentive set forth above based on the level of achievement against the FY16 Performance Measures.

The applicability and weighting of the FY16 Performance Measures relative to the total incentive opportunity is also based upon the Participant’s level:

	FY16 PERFORMANCE MEASURES					
	Corporate Performance		**Corporate Strategic Objective Performance**	**Corporate Objective Performance**	**Individual Personal Financial Objectives**	**Individual Performance Evaluation**
Participant Level	**Net Revenue**	**Operating Income**				
EVP	25%	25%	25%	0%	25%	0%
SVP/VP2	12.5%	12.5%	0%	25%	25%	25%

Corporate Performance

Payouts for Corporate Performance are based on meeting two independent financial metrics, net revenue and operating income. Each financial metric is weighted at 50% of the Corporate Performance goal. Assuming at least threshold levels of performance against the Corporate Performance goals are met during the Performance Period, the actual payout levels will range from 25%-200% of target. The actual amount of the Corporate Performance goals is considered to be confidential information and so is not included in this document, but can be obtained from Human Resources.

Net Revenue Performance Level	Payout as a Percentage of the Portion of Incentive Tied to Corporate Performance*
Threshold	25%
Target	100%
Excellence	200%

Operating Income Performance Level	Payout as a Percentage of the Portion of Incentive Tied to Corporate Performance
Threshold	25%
Target	100%
Excellence	200%

* Payout levels are determined using linear interpolation for results falling between the three performance levels.

Corporate Strategic Objective Performance

Payouts for performance against the Corporate Strategic Objectives will be based on performance against the following objectives:

- Effective Marketing Program
- Drive Product Innovation
- Grow Department Store Distribution
- MFO at a specified percentage of factory volume
- IT web and SAP projects on time and budget
- Meeting restructuring expense savings goals

Corporate Strategic objective performance payout is based on results as determined by the Board of Directors. Assuming threshold levels are met, the actual payout levels range from 0%-150% of target based on the schedule below.

Incentive Rating	Strategic Objectives Payout
Significantly Exceeded	150%
Exceeded	125%
Met All Expectations	100%
Met Most Expectations	75%
Did Not Meet Expectations	0%

Corporate Objectives

Payouts for performance against the Corporate Objectives will be based on performance against the following objectives:

- Successful marketing plan implementation
- Increase the relevance of our product
- Inventory management and assortment
- Go-to-market alignment across channels
- Team engagement and retention

- Expense management

Each of these Corporate Objectives are considered confidential and should not be shared outside of the Company. The Compensation Committee of the Board of Directors of the Company (the “Compensation Committee”) shall determine the level of performance achieved against the Corporate Objectives in its sole discretion.

Payout levels for achievement of the Corporate Objectives range from 0%-150% of that portion of incentive tied to Corporate Objectives.

Performance Against Corporate Objectives	Payout
Significantly Exceeded	150%
Exceeded	125%
Met All Expectations	100%
Met Most Expectations	75%
Did Not Meet Expectations	0%

Individual Financial Goals

Payouts for performance against the Individual Financial Goals will be based on a Participant’s overall achievement of personal financial objectives, as determined by the Participant’s supervisor. Payout levels for achievement of the Individual Financial Goals range from 0%-150% of that portion of incentive tied to the Individual Financial Goals.

Performance Against Individual Financial Goals	Payout
Significantly Exceeded	150%
Exceeded	125%
Met All Expectations	100%
Met Most Expectations	75%
Did Not Meet Expectations	0%

Individual Performance

Payouts for Individual Performance will be based on each Participant's overall annual performance score during the Performance Period. Payout levels for achievement of Individual Performance targets range from 0%-150% of that portion of incentive tied to Individual Performance

Incentive Rating	Score	Payout
Outstanding	4.4-5.0	150%
Exceeding Expectations	3.7-4.3	125%
Meeting All Expectations	3.0-3.6	100%
Meeting Some Expectations	2.5-2.9	50%
Not Meeting Expectations/Too New	0-2.4	0%

Administrative Guidelines - Provide additional information regarding how the plan will be administered.

1. The CEO direct reports at a level of Vice President, Senior Vice President and Executive Vice President are eligible to participate in this annual plan, except participants in any other annual incentive compensation plan, which shall be determined by the Compensation Committee, in the Committee's sole discretion.
2. Participation in this Annual Plan neither gives any employee the right to be retained as an employee nor limits the Company's right to discharge or discipline any employee.
3. Final payout of any bonus under this Plan is subject to the final approval of the Chief Financial Officer and Vice President, Human Resources.
4. Certification of Results. Before any Awards under the Annual Plan are deemed earned with respect to a Performance Period, the Compensation Committee shall certify, in accordance with Section 9.5 of the 2010 Plan, in writing (i) that the performance goals have been met for the Performance Period, and (ii) the calculation of "Operating Income" and "Net Revenue" for the Performance Period.
   a. Definition of "Operating Income". For purposes of this Annual Plan, the term "Operating Income" means, with respect to the Performance Period related to any Awards, the Company's consolidated operating income, as determined in accordance with U.S. GAAP, adjusted to exclude the effects, as shown on the financial statements furnished as part of Form 8-K (announcing the Company's fiscal year-end financial results) for any fiscal year of the Company ending with or within the Performance Period, of (i) any acquisition during the Performance Period, including the amortization expense of intangible assets acquired during the Performance Period, (ii) material charges or income arising from litigation, (iii) corporate restructuring, asset impairment, or other special charges, and (iv) cumulative effect of changes to U.S. GAAP accounting.
   b. Definition of "Net Revenue". For purposes of this Annual Plan, the term "Net Revenue" means, with respect to the Performance Period related to any Awards, the Company's consolidated net revenue, as determined in accordance with U.S. GAAP.
5. All Participants will receive an award that is prorated based on Base Salary earned during the Performance Period.
6. In the event that a Participant joins the Company at any time during the final three fiscal months of the Performance Period, such participant will not be eligible to participate in this Plan.
7. All goal attainment calculations will follow normal rounding guidelines (i.e., 93.1% to 93.49% = 93%; 93.5% to 93.9% = 94%).
8. Payments under the Annual Plan will be paid in cash after the end of the Company's fiscal tax year but no later than the 15th day of the third month following the Company's fiscal tax year on which the annual incentives under this Annual Plan are based.
9. The Company shall have the power and the right to deduct or withhold an amount sufficient to satisfy federal, state, and local taxes (including FICA obligations), domestic or foreign, and other deductions required to be withheld by law with respect to this Award.
10. Record keeping and computation required by this Annual Plan will be subject to review by third-party auditors, and by the Compensation Committee.
11. Interpretations, determinations, and actions regarding plan administration shall be made by the Compensation Committee. Any such determinations and any interpretation, rule, or decision under the Annual Plan or in carrying out or administering the Annual Plan, is final and binding for all purposes and upon all interested persons, their heirs, and personal

representatives. The Company or its designee may rely conclusively on determinations made by the Company and its auditors to determine related information for purposes of administration of the Annual Plan, whether such information is determined by the Company, its auditors, or a third-party vendor engaged to provide such information to the Company.

12. While it is the intent of the Company to continue this Annual Plan as stated herein, the Company reserves the right to amend or discontinue the plan at any time in its sole discretion.
13. No Participant can assign, encumber or transfer any of his or her rights and interests under the Award described in this document, except, in the event of his or her death, by will or the laws of descent and distribution.
14. The rights granted under this document are in all respects subject to the provisions of the 2010 Plan to the same extent and with the same effect as if they were set forth fully therein. If the terms of this document or the Award conflict with the terms of the 2010 Plan, the 2010 Plan will control.

Exhibit 10.3

[DATE]

Re: ***Award Agreement - Grant of Performance Units***

Dear _____________,

Congratulations! In recognition of your continued dedication to Vera Bradley, we are pleased to award you with a discretionary grant of Performance Units ("Award"). This letter constitutes an Award Agreement between you and Vera Bradley regarding the terms and conditions of the grant. In order for the Award referenced in this Award Agreement to become effective, **you must electronically accept your grant no later than two weeks from the grant date.**

While complete details of this grant are defined in the enclosed documents, a high-level summary of this Award is as follows:

Type of Grant	Discretionary grant of Performance Units (“Performance RSUs”). This is a one-time, discretionary grant to reward you for your continued contribution to the success of Vera Bradley.
Number of Performance RSUs	**[Insert XX]**
Date of Grant of Award	**[Insert XX]**
Performance Period	**[Insert XX]**
Earning of Performance RSUs	The Performance RSUs will be divided into three equal tranches of 1/3 each (each a separate "Tranche") of the total Award and allocated to each of the three fiscal years of the Company ending during the Performance Period, with each such fiscal year being considered a performance year ("Performance Year"). Importantly, each Tranche of Performance RSUs must be "**earned**" and "**vested**" before it will be settled in the form of Shares of the Company. Except as otherwise provided herein, (i) each Tranche of Performance RSUs will be deemed **earned** only if the Net Income (as defined in the FY13 Restricted Stock Unit/Performance Unit Terms and Conditions) of the Company for the applicable Performance Year meets or exceeds the threshold level established by the Compensation Committee for such Performance Year, and (ii) each Tranche of Performance RSUs will be deemed **vested** only if you are continuously employed with the Company throughout the Performance Period.

	Performance Level* for each Tranche		
	Threshold	**Target**	**Excellence**
Performance Level Attainment as % of Target (FY16)	88%	100%	112%
Performance Level Attainment as % of Target (FY17)	88%	100%	112%
Performance Level Attainment as % of Target (FY18)	88%	100%	112%
Payout level for Tranche of Performance RSUs**	25%	100%	200%

* The actual number of Performance RSUs allocated to each Tranche that can be earned under this Award Agreement is based on the level of performance achieved (as summarized in the table above) during the applicable Performance Year and can range from 0% of the "Target" (for performance levels below the "Threshold" level) to a maximum of 200% of the "Target" (for performance levels at or above the "Excellence" level).

** Payout levels for each Tranche of Performance RSUs are based on the attained percentage of the target Net Income for each respective Performance Year (using linear interpolation for results falling between the three performance levels).

Termination of Service

In general, should your Service with Vera Bradley be terminated prior to the last day of the Performance Period, all then outstanding Performance RSUs (whether or not one or more Tranches have been earned as a result of the Net Income for such Performance Year) will be forfeited to the Company. However, the following provisions will apply if, during the Performance Period, you cease providing Services due to death, Disability or Retirement (and provided that you have not otherwise engaged in an act that would constitute Cause):

Ÿ **Death or Disability:** In the event that your Service with the Company terminates as a result of your death or Disability during the Performance Period, (i) with respect to Performance Years that have been completed at the time of such death or Disability, each such Tranche shall be earned only to the extent of actual performance for such Performance Year, and (ii) with respect to Performance Years that have not been completed at the time of such death or Disability, each such Tranche shall be deemed to be earned based on the "Target" level of performance for such Performance Year, but prorated based on the number of full fiscal months (in which you provided Service throughout such month) during the Performance Period. Any such earned Awards shall become fully vested and paid out in Shares of Company stock pursuant to the settlement provisions below. For purposes of this Award Agreement, "Disability" shall have the meaning assigned to such term in the 2010 Plan.

Ÿ **Retirement:** In the event your Service terminates as a result of your Retirement during the Performance Period, each Tranche of outstanding Awards shall be treated as earned (i) with respect to Performance Years that have been completed at the time of such Retirement, each such Tranche shall be earned and vested only to the extent of actual performance for such Performance Year, and (ii) with respect to Performance Years that have not been completed at the time of such Retirement, each such Tranche shall be deemed to be earned based on the actual performance level attained for such Performance Year, but prorated based on the number of full fiscal months (in which you provided Service throughout such month) during the Performance Period. Any such earned Awards shall become fully vested and paid out in Shares of Company stock pursuant to the settlement provisions below. For purposes of this Award Agreement, "Retirement" shall have the meaning assigned to such term in the 2010 Plan.

If your Service with the Company shall terminate during the Performance Period for any reason other than death, Disability, or Retirement, all Performance RSUs granted hereunder (whether or not a Tranche was previously earned) shall be forfeited to the Company.

Change in Control

Notwithstanding anything to the contrary in this Award Agreement, in the event of the consummation of a Change in Control of the Company (and provided that you remain continuously employed with the Company until such Change in Control) during the Performance Period, then each Tranche of outstanding Awards shall be treated as earned (i) with respect to Performance Years that have been completed at the time of such Change in Control, such Tranche shall be earned and vested only to the extent of actual performance for such Performance Year, and (ii) with respect to Performance Years that have not been completed at the time of such Change in Control, each such Tranche shall be deemed to be earned at the Target level, with any such earned Performance RSUs becoming fully vested. Performance RSUs payable upon a Change in Control shall be paid immediately prior to the Change in Control in the form of one Share of Company stock for each vested Performance RSU. Partial Shares (along with any accumulated dividends) will be paid in cash at the same time the Shares are delivered.

Settlement

Except as it applies to Tranches that are deemed to be earned at "Target" and become payable due to a Change in Control or due to termination of Service as a result of death or Disability, no Awards will become payable unless the Committee certifies that the performance goals in the Award Agreement have been attained with respect to the applicable Performance Year during the Performance Period in a manner that complies with Code Section 162(m) and the 2010 Plan. Any earned Performance RSUs will be paid in the form of one Share of Company stock for each earned whole Performance RSU. Delivery of the Share(s) will be made, including delivery with respect to a Disabled Participant, or to the estate of a deceased Participant, after the end of the Performance Period and not later than the 15th day of the third month following the end of the Performance Period. Shares will be credited to an account established for the benefit of the Participant with the Company's administrative agent. The Participant will have full legal and beneficial ownership with respect to the Shares at that time. Partial Shares (along with any accumulated dividends) will be paid in cash at the same time the Shares are delivered.

Withholding Taxes

You acknowledge and agree that the Company shall have the power and the right to deduct or withhold, an amount sufficient to satisfy federal, state, and local taxes (including your FICA obligation), domestic or foreign, required by law to be withheld with respect to this Award.

These Performance RSUs have been granted under and are governed by the terms and conditions of the Vera Bradley, Inc. 2010 Equity and Incentive Plan (the “2010 Plan”), as amended. The enclosed Statement of General Information and Availability of Information for the 2010 Plan forms part of a Section 10(a) prospectus covering securities that have been registered under the Securities Act of 1933, as amended. This document is also enclosed to provide further information and background. Any term capitalized herein but not defined will have the meaning set forth in the 2010 Plan.

Please see the enclosed Fiscal 2016 Long Term Incentive Restricted Stock Unit/Performance Unit Terms and Conditions for further information regarding your Award. It is very important that you keep these documents in a safe place because they describe your rights and responsibilities under the Performance Units and 2010 Plan and explain where and how to obtain other documents and information to which you are entitled.

Again, thank you for your continued contribution to the success of our organization! Your efforts are applauded and truly appreciated. If you have any questions regarding this discretionary grant, please contact Julie North, Vice President - Human Resources, or Kevin Sierks - Chief Financial Officer.

Sincerely,

Kevin Sierks

Acknowledgement & Acceptance of Award Agreement and Related Terms

By your electronic acceptance of this grant and the signature of the Company's representative (above) on this Award Agreement, you and the Company agree that this Award of Performance Units is granted under and governed by the terms and conditions of the 2010 Plan, the Fiscal 2016 Long Term Incentive Restricted Stock Unit/Performance Unit Terms and Conditions and this Award Agreement. You acknowledge that you have reviewed the 2010 Plan, Fiscal 2016 Long Term Incentive Restricted Stock Unit/Performance Unit Terms and Conditions, and this Award Agreement in their entirety, have had an opportunity to obtain the advice of counsel prior to executing this Award Agreement, and fully understand all provisions of the 2010 Plan, Fiscal 2016 Long Term Incentive Restricted Stock Unit/Performance Unit Terms and Conditions and this Award Agreement. Further, by your electronic acceptance of this grant, you hereby agree to (i) accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the 2010 Plan, Fiscal 2016 Long Term Incentive Restricted Stock Unit/Performance Unit Terms and Conditions and this Award Agreement, and (ii) notify the Company upon any change in your residence address.

I/2785778.2

Exhibit 31.1

CERTIFICATION PURSUANT TO SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002

I, Robert Wallstrom, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Vera Bradley, 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(s) 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(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: June 11, 2015

/s/ Robert Wallstrom

Robert Wallstrom
Chief Executive Officer

Exhibit 31.2

CERTIFICATION PURSUANT TO SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002

I, Kevin J. Sierks, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Vera Bradley, 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(s) 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(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: June 11, 2015	/s/ Kevin J. Sierks
	Kevin J. Sierks
	Executive Vice President - Chief Financial Officer

Exhibit 32.1

CERTIFICATIONS PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002

I, Robert Wallstrom, the Chief Executive Officer of Vera Bradley, Inc., certify that (i) the quarterly report on Form 10-Q for the fiscal quarter ended May 2, 2015 (the “Report”) fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and (ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Vera Bradley, Inc. as of the dates and for the periods set forth therein.

/s/ Robert Wallstrom

Robert Wallstrom
Chief Executive Officer

June 11, 2015

Date

I, Kevin J. Sierks, the Executive Vice President – Chief Financial Officer of Vera Bradley, Inc., certify that (i) the quarterly report on Form 10-Q for the fiscal quarter ended May 2, 2015 (the “Report”) fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and (ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Vera Bradley, Inc. as of the dates and for the periods set forth therein.

/s/ Kevin J. Sierks

Kevin J. Sierks
Executive Vice President - Chief Financial Officer

June 11, 2015

Date