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

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D)
OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): June 17, 2016

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

Indiana
(State or Other Jurisdiction
of Incorporation)

001-34918
(Commission
File Number)

27-2935063
(IRS Employer
Identification No.)

**12420 Stonebridge Road,
Roanoke, Indiana**
(Address of Principal Executive Offices)

46783
(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)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On June 17, 2016, Vera Bradley, Inc. (the “Company”) and Robert Wallstrom, the Company’s President and Chief Executive Officer, entered into a second amendment of Mr. Wallstrom’s employment agreement (the “Amendment”). The Amendment principally aligns the compensation payable due to non-renewal of Mr. Wallstrom’s employment agreement by the Company with the compensation that would be received by Mr. Wallstrom were he terminated by the Company without Cause at the end of the then Term (each of Cause and Term, as defined in the employment agreement). That compensation, which, in the case of non-renewal, would be payable whether or not Mr. Wallstrom’s employment is terminated, would consist of (i) Bonus (as defined in the employment agreement) earned in the fiscal year prior to the employment termination that had not yet been paid, (ii) a pro rata portion of the Bonus, if any, that he would have received for the year in which his employment terminated (calculated as provided in the employment agreement), (ii) a lump sum payment equal to two times the sum of his (A) Base Salary and (B) target Bonus (each of Base Salary and Bonus, as defined in the employment agreement) for the fiscal year of termination, and (iii) monthly cash reimbursement of COBRA premiums for up to 18 months. If the expiration of the employment agreement falls within 24 months after a Change in Control (as defined in the employment agreement) of the Company, Mr. Wallstrom would receive, in addition to the payments and benefit described in the preceding sentence, an additional lump sum payment equal to the sum of his (A) Base Salary and (B) target Bonus for the fiscal year of termination, in exchange for his continued compliance with the restrictive covenants set forth in the employment agreement after the Change in Control and reimbursement for outplacement assistance up to a maximum amount of \$50,000 (total compensation receivable in the context of a Change in Control, subject to provisions in the employment agreement related to Section 4999 of the Internal Revenue Code of 1986, as amended).

The foregoing description of the Amendment is a summary of the material terms of the Amendment and is qualified in its entirety by reference to the Amendment filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Second Amendment of Employment Agreement for Robert Wallstrom dated June 17, 2016

SIGNATURES

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

Vera Bradley, Inc.
(Registrant)

Date: June 22, 2016

/s/ Kevin J. Sierks

Kevin J. Sierks
Executive Vice President – Chief Financial Officer

EXHIBIT INDEX

Exhibit No.	Description
10.1	Second Amendment of Employment Agreement for Robert Wallstrom dated June 17, 2016

SECOND AMENDMENT OF EMPLOYMENT AGREEMENT

This Second Amendment of Employment Agreement (the "Amendment"), is executed on this 17th day of June 2016 (the "Effective Date"), by and between Vera Bradley, Inc., an Indiana corporation (the "Corporation"), and Robert Wallstrom ("Executive"). The Corporation and Executive are referred to jointly below as the "Parties."

WHEREAS, the Corporation and the Executive previously entered into that certain Employment Agreement dated November 4, 2013, and effective November 11, 2013, as amended by that certain First Amendment of Employment Agreement dated November 11, 2013 (the "Employment Agreement"); and

WHEREAS, Section 19 of the Employment Agreement provides that the Employment Agreement may be amended by the Corporation and Executive, and the Parties now consider it desirable to amend the Employment Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Employment Agreement shall be amended by replacing Section 10(f) with the following:

(f) Termination Following Notice of Non-Renewal. If the Term of this Agreement expires due to the Corporation electing not to renew the Term in accordance with Section 3, it shall be treated as a termination of Executive's employment by the Corporation without Cause at the end of the then Term and Executive shall be entitled to those amounts set forth in Section 10(b) or 10(e) of this Agreement, as applicable, subject to and in accordance with the terms of Section 13. If the Term of this Agreement expires due to Executive electing not to renew the Term in accordance with Section 3, Executive shall receive, subject to Section 13, (i) the Accrued Amounts, as soon as reasonably practicable following the date of termination; and (ii) any Bonus that has been earned in the year prior to the employment termination that has not yet been paid, which Bonus shall be payable at the time payment is made to other similarly situated executives of the Corporation, but in no event later than two and one-half (2 ½) months after the close of the year in which Executive becomes vested in such Bonus.

2. Except as specifically modified in this Amendment, the Employment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment of Employment Agreement has been duly executed by the Parties.

VERA BRADLEY, INC.

EXECUTIVE

By: /s/ Kevin J. Sierks
Its: CFO

/s/ Robert Wallstrom
Robert Wallstrom