
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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 6, 2018

EVINE Live Inc.

(Exact name of registrant as specified in its charter)

**Minnesota
(State or other jurisdiction
of incorporation)**

**001-37495
(Commission
File Number)**

**41-1673770
(IRS Employer
Identification No.)**

**6740 Shady Oak Road,
Eden Prairie, Minnesota 55344-3433
(Address of principal executive offices)**

**(952) 943-6000
(Registrant's telephone number, including area code)**

**Not applicable
(Former name or former address, 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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter). Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On June 6, 2018, we appointed Anne Martin-Vachon to serve as our new President, effective as of August 1, 2018. Most recently, Ms. Martin-Vachon, age 56, was President at Rogers Communications - The Shopping Channel, since August 2016. From October 2015 through July 2016, Ms. Martin-Vachon served as Consultant for Korres, and from May 2012 through August 2015, Ms. Martin Vachon was Chief Merchandising Officer at HSN Inc., a publicly held multi-channel retailer. Ms. Martin-Vachon also serves on the board of directors of Gildan Activewear Inc. (GIL), a publicly-traded corporation on the New York Stock Exchange.

In connection with her employment, Ms. Martin-Vachon: (i) will receive an annual base salary of \$650,000, (ii) will receive a sign-on bonus of \$25,000, (iii) will be eligible for annual cash discretionary bonuses targeted at 80% of her annual salary with a maximum annual cash discretionary bonus equal to 160% of her annual salary, (iv) will receive sign-on equity incentive awards consisting of options to purchase 100,000 shares of common stock and 100,000 restricted stock units, all of which vest over a three-year period beginning on August 1, 2018, and (v) will be eligible to receive equity incentive awards in 2019 with a grant date fair market value equal to 100% of her base salary consisting of stock options and performance stock units. This is a summary of Ms. Martin-Vachon's offer letter, a copy of which is filed as Exhibit 10.1 hereto and incorporated by reference in Item 5.02 of this Current Report on Form 8-K.

A copy of the press release announcing Ms. Martin-Vachon's appointment is furnished as Exhibit 99.1 to this report.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

The following exhibits are being filed with this Current Report on Form 8-K.

Exhibit No.	Description
10.1	Employment Offer Letter, dated May 29, 2018, by and between the Registrant and Anne Martin-Vachon
99.1	Press Release, dated June 7, 2018

SIGNATURES

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 hereunto duly authorized.

Date: June 7, 2018

EVINE Live Inc.

By: /s/ Andrea M. Fike

Andrea M. Fike
General Counsel

May 29, 2018

Anne Martin-Vachon
51 Chemin Forsyth
Trois-Rivieres, Quebec
Canada
G8W 2S5

Dear Anne,

On behalf of EVINE Live Inc. (the "Company"), I am delighted to confirm the details of your offer:

TITLE, EFFECTIVE DATE and RESPONSIBILITIES

Your title will be President and you will report to the Chief Executive Officer, currently Bob Rosenblatt. Your start date will be August 1, 2018 (the "Start Date"). You will generally work out of the Company's Eden Prairie, Minnesota office, but you are expected to travel as required. It is expected as a Company employee that you will continue to: (i) devote your business time and attention, your best efforts, and all of your skill and ability to promote the interests of the Company; (ii) carry out your duties in a diligent, competent, faithful and professional manner; (iii) work with other employees of the Company in a competent and professional manner; (iv) comply with all of the Company's policies, as in effect from time to time; and (v) generally promote the interests of the Company. We are delighted to support you with continuation of your role on the Board of Directors for the Gildan Corporation.

COMPENSATION

Base Salary: As of the Effective Date, your base salary will be at the rate of \$650,000 per year, less all applicable deductions and withholdings. Such salary will be paid in accordance with the Company's regular payroll practices. Your salary will continue to be reviewed from time to time in accordance with Company policy.

Sign-on Bonus: We are pleased to offer you a sign-on bonus in the amount of \$25,000.00 (less applicable taxes and withholdings). This bonus will be paid in one lump sum in a separate check on a regularly scheduled pay date after you start and within 30 days of your Start Date. Per the Sign-on Bonus Repayment Agreement, signed by you, in the event that you leave The Company within 12 months of your Start Date, you will be responsible for reimbursing the company for the entire sign-on bonus.

Discretionary Annual Bonuses: You will be eligible for annual discretionary bonuses, which shall be based on your performance, the Company's performance, and such other factors as determined by the Company, with a target bonus of 80% of your FY gross annual salary and a maximum bonus of 160% of your FY gross annual salary. Whether or not any bonus payment will be made to you, and, if so, in what amount, will be determined by the Company's Board of Directors (the "Board") in its sole discretion, and any bonus is subject to the terms and conditions established by the Board. Your bonus eligibility begins with respect to the 2018 fiscal year, and will be prorated based on your Start Date. In order to be eligible for any bonus, you must be an active employee at, and not have given or received notice of termination of your employment prior to, the time of the payment of such bonus. Please note that payment of a bonus in any year or years does not in any way guarantee payment of a bonus in any other year or years.

Sign-on award: Subject to approval by the Board and your execution of a written award agreement provided by the Company, you will be granted 200,000 shares of the Company's common stock. The form of the award will be split 50% in restricted stock units and 50% in options to purchase shares of the Company's common stock at a price per share equal to the closing fair market value on your Start Date with the Company as a sign-on award. Your sign-on award will vest on a 3-year vesting schedule: 66,666 on 8/1/2019, 66,666 on 8/1/2020 and 66,667 on 8/1/2021. This sign-on award will be subject to the terms and conditions set forth in the written award agreement and the terms and conditions applicable in the Company's 2011 Omnibus Incentive Plan.

Long-Term Incentive Awards: Effective in 2019 and subject to approval by the Board and your execution of written award agreements provided by the Company, you will be awarded a long-term incentive equity grant with a grant date fair market value of 100% of your base salary. The form of the grant will be split between performance share units and options to purchase shares of the Company's common stock. This long-term incentive award will be subject to the terms and conditions set forth in the written award agreements and the terms and conditions applicable in the Company's 2011 Omnibus Incentive Plan. The Plan is administered at the sole discretion of the Board, upon such terms and conditions as determined by the HR & Compensation Committee of the Board and as set forth in any written award agreement and any applicable plan.

BENEFITS

You are eligible to participate in any present or future employee benefit programs established by the Company for its employees generally or for all employees at your organizational level, subject to the Company's right to modify or terminate such benefit plans or programs at any time in its sole discretion and subject to the eligibility requirements and rules of each such plan or program. You will be eligible to enroll in the Company's health insurance plans as of September 1, 2018, provided that you enroll within 31 days after such date.

You will also be eligible for paid time off in accordance with Company policy, as in effect from time to time. Under current Company policy, based on your scheduled hours and Start Date, you will be eligible for 160 PTO (paid time off) hours and 2 floating holidays each calendar year. Paid time off does not carry over from year to year and you will not be paid for unused paid time off at any time, including upon termination of employment.

Relocation Reimbursement: You are eligible to receive the Company's Executive Relocation package. Details of that Program are set forth in the EVINE Live Relocation Handbook. If within two (2) years following the Start Date you voluntarily resign from the Company or your employment is terminated by the Company for cause, within thirty (30) days following the termination date, you will be required to repay to the Company the relocation payments paid to you or on your behalf multiplied by a fraction the numerator of which is 730 minus the number of days you were employed by the Company and the denominator of which is 730. Except as prohibited by applicable law, you authorize the Company to offset all or part of any such repayment against any payments the Company may owe to you at the time of termination.

EMPLOYMENT AT WILL

Your employment with the Company is at will, which means that it is subject to termination by either you or the Company at any time, for any reason, with or without cause. This letter serves to outline the terms of our employment offer, but it does not constitute a contract of employment for any specific length of time.

CAUSE: "Cause" is defined as (i) your commission of an act of fraud or another act that results in or is intended to result in your personal enrichment at the expense of the Company, including and without limitation to theft or embezzlement from the Company, (ii) public conduct by you materially detrimental to the reputation of the Company, (iii) the material violation by you of any written Company policy, regulation or practice; (iv) your willful or grossly negligent failure to adequately perform the duties of your position to the material detriment of the Company; (v) your commission of conduct constituting a felony; (vi) your habitual intoxication, drug use or chemical substance use; (vii) your excessive absenteeism unrelated to illness or permitted time off, (viii) your nonconformance with the significant standard business practices or policies of the Company, (ix) misconduct or negligence by you in the workplace, including, but not limited to, insubordination; and (x) any breach (not covered by clauses (i) through (ix) above) of any provision of this Agreement.

PROTECTIVE COVENANTS

As a condition of your employment, you will be required to sign a protective covenants agreement, a copy of which is enclosed (the “Protective Covenants Agreement”).

TERMS OF OFFER

The Company extends this offer to you contingent on verification of your prior employment and educational information, satisfactory results from our reference, credit, and background checks, and verification of your identity and right to work in the United States. The Company reserves the right to change any of the terms or condition of your employment on a going-forward basis at any time in its sole discretion.

MISCELLANEOUS

This letter and the enclosed Protective Covenants Agreement contain the entire agreement between us. You acknowledge that you have not relied upon any representations (oral or otherwise) other than those explicitly stated in this offer letter. All payments made to you will be subject to applicable withholding taxes. The terms of this letter and all rights and obligations of the parties hereto, including its enforcement, shall be interpreted and governed by the laws of Minnesota. No amendment or modification of this letter shall be valid or binding upon the parties unless in writing and signed by the Company. The Company shall have the right to assign this letter, and, accordingly, this letter shall inure to the benefit of, and may be enforced by, any and all successors and assigns of the Company. Your rights and obligations under this letter are personal to you, and you shall not have the right to assign or otherwise transfer your rights or obligations under this letter.

Anne, we are very excited about you joining EVINE Live and wish you every success in your new position. If I can be of any assistance, please do not hesitate to contact me at (952) 943-6731.

Sincerely,

/s/ Lori Riley
Lori Riley
SVP, Chief Human Resources Officer

/s/ Anne Martin-Vachon
Anne Martin-Vachon

Evine appoints Anne Martin-Vachon as President

MINNEAPOLIS June 7, 2018 -- Evine Live Inc. (“Evine”) (NASDAQ:EVLV), a multiplatform interactive digital commerce company (evine.com), today announced Anne Martin-Vachon will join the company on August 1, 2018 as President running the front of the house functions and reporting to the Chief Executive Officer Bob Rosenblatt. Reporting to Ms. Martin-Vachon will be Michael Henry, the company’s Chief Merchandising Officer, and Nicole Ostoya, the company Chief Marketing Officer.

Ms. Martin-Vachon comes to Evine from Canadian multiplatform e-commerce company TSC - Today’s Shopping Choice, a division of Rogers Media. She spent the last two years there as President and is credited with the operational and sales turnaround of the company. Her expertise lies in cultivating a high-performing team, leading brand transformations that resonate with customers, the instinct to curate a product assortment that shoppers want, and keen attention to top- and bottom- line growth – all with the customers’ experience at the center. With passion, experience, and business savvy, Ms. Martin-Vachon is uniquely suited to lead Evine’s next chapter.

“Evine has now entered the third year of its three-year turn around” said Rosenblatt, “Anne is the perfect fit to continue to grow our sales and merchandising organization and deliver on our strategy to grow both sales and profit this year. She has a great track record and brings a balance of creative and operational strength to the position. She also has the unique position to have strong partnerships already in place with many of the brands that are here at Evine, that also appear on TSC, and will be hitting the ground running.”

During her Canadian tenure, Ms. Martin-Vachon rebranded the company (from The Shopping Channel to TSC -Today’s Shopping Choice), grew the customer file, re-energized the merchandise portfolio, and improved the broadcast and digital content experience to deepen customer engagement. Operationally, she reorganized the company, simplified processes, focused on flawless execution to deliver a better end-to-end customer experience, transformed the digital marketing and SEO strategy, and reduced inventories by 30%.

“Ms. Martin-Vachon has been able to leverage her considerable experience over the last couple of years with the impressive work she has done with the TSC turnaround,” said Landel Hobbs Chairman of the Board at Evine, “Her results are a testament to her focus, growing sales and margin at TSC by double digits and delivering record results during her tenure there.”

“I love the multiplatform digital retail experience – this is my sweet spot,” said Anne Martin-Vachon, incoming President, Evine. “We are storytellers. The story of great brands told by expert storytellers, and that unique trust we create with our customer. Now, as I join the company, I am looking forward to shaping the exciting next chapter in the Evine story – it’s going to be a great one!”

Prior to her appointment as President of TSC, Ms. Martin-Vachon was Chief Merchandising, Planning and Programming officer at HSN, The Home Shopping Network. Before joining HSN Ms. Martin-Vachon held various executive positions in the consumer package goods and retail industry including Chief Marketing Officer at Nordstrom, Inc., a leading fashion specialty retailer, Chief Executive Officer at Lise Watier Cosmétiques, Inc., a Canadian-based beauty and skincare company and Chief Marketing Officer at Bath & Bodyworks, LLC, which operates retail stores for personal care products. Ms. Martin-Vachon began her career at the Procter & Gamble company where she spent more than 20 years in a variety of marketing and general management leadership positions across the company’s portfolio of beauty personal care and household brands.

Additional professional commitments include sitting on the Board of Directors of Gildan Activewear in Montreal and on the Board of the Retail Council of Canada. Ms. Martin-Vachon holds a Master of Business Administration from McGill University and earned her Bachelor of Arts degree in business administration at the University of Quebec in Trois-Rivières. She is married to Luc Vachon and they have two sons, Luke and Alex.

About Evine

Evine Live Inc. (NASDAQ:EVLV) operates Evine, a multiplatform interactive digital commerce company that offers a mix of proprietary, exclusive and name brands directly to consumers in an engaging and informative shopping experience via television, online and mobile. Evine reaches more than 87 million cable and satellite television homes with entertaining content in a comprehensive digital shopping experience 24 hour a day.

Safe Harbor Statement under the Private Securities Litigation Reform Act of 1995

This release contains statements, estimates, projections, guidance or outlooks that constitute “forward-looking” statements as defined under U.S. federal securities laws. Generally, the words “believe,” “expect,” “intend,” “estimate,” “anticipate,” “plan,” “project,” “should” and similar expressions identify forward-looking statements, which generally are not historical in nature. These statements may contain information about our prospects, including anticipated show or product line launches, and involve risks and uncertainties. We caution that actual results could differ materially from those that management expects, depending on the outcome of certain factors.

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