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TUESDAY MORNING CORP/DE

FORM 10-Q
(Quarterly Report)

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

FORM 10-Q

(Mark One)

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

FOR THE QUARTERLY PERIOD ENDED DECEMBER 31, 2016

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 0-19658

TUESDAY MORNING CORPORATION
(Exact Name of Registrant as Specified in its Charter)

Delaware	**75-2398532**
(State or Other Jurisdiction of Incorporation or Organization)	**(I.R.S. Employer Identification Number)**

6250 LBJ Freeway
Dallas, Texas 75240
(Address of principal executive offices) (Zip code)

(972) 387-3562
(Registrant's telephone number, including area code)

Not applicable
(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

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

Large accelerated filer ☐		Accelerated filer	☒
Non-accelerated filer ☐	(Do not check if a smaller reporting company)	Smaller reporting company	☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class	**Outstanding at February 1, 2017**
Common Stock, par value $0.01 per share	45,062,155

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PART I — FINANC IAL INFORMATION

Item 1.   Financial Statements

Tuesday Morning Corporation
Consolidated Balance Sheets
December 31, 2016 (unaudited) and June 30, 2016
(In thousands, except share and per share data)

	December 31, 2016	June 30, 2016
ASSETS		
Current assets:		
Cash and cash equivalents	$ 12,632	$ 14,150
Inventories	251,474	242,315
Prepaid expenses	6,204	6,620
Other current assets	538	512
Total Current Assets	270,848	263,597
Property and equipment, net	103,514	94,723
Deferred financing costs	1,144	1,312
Other assets	2,224	2,338
Total Assets	$ 377,730	$ 361,970
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 84,431	$ 80,853
Accrued liabilities	52,609	43,797
Income taxes payable	4	—
Total Current Liabilities	137,044	124,650
Deferred rent	8,836	6,747
Asset retirement obligation — non-current	2,326	2,561
Other liabilities — non-current	359	730
Total Liabilities	148,565	134,688
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, par value $0.01 per share, authorized 10,000,000 shares; none issued or outstanding	—	—
Common stock, par value $0.01 per share, authorized 100,000,000 shares; 46,960,381 shares issued and 45,176,720 shares outstanding at December 31, 2016 and 46,340,214 shares issued and 44,560,896 shares outstanding at June 30, 2016	470	463
Additional paid-in capital	232,813	230,488
Retained earnings	2,694	3,120
Less: 1,783,661 common shares in treasury, at cost, at December 31, 2016 and 1,779,318 common shares in treasury, at cost, at June 30, 2016	(6,812)	(6,789)
Total Stockholders' Equity	229,165	227,282
Total Liabilities and Stockholders' Equity	$ 377,730	$ 361,970

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

Tuesday Morning Corporation
Consolidated Statements of Operations (unaudited)
(In thousands, except per share data)

	Three Months Ended December 31,		Six Months Ended December 31,	
	2016	**2015**	**2016**	**2015**
Net sales	$ 328,137	$ 319,876	$ 540,023	$ 522,204
Cost of sales	222,155	207,197	356,702	336,851
Gross profit	105,982	112,679	183,321	185,353
Selling, general and administrative expenses	97,215	92,108	183,794	170,738
Operating income/(loss)	8,767	20,571	(473)	14,615
Other income/(expense):				
Interest expense	(412)	(215)	(684)	(649)
Other income/(expense), net	387	(335)	742	(150)
Other income/(expense), total	(25)	(550)	58	(799)
Income/(loss) before income taxes	8,742	20,021	(415)	13,816
Income tax provision	312	1,077	11	1,012
Net income/(loss)	$ 8,430	$ 18,944	$ (426)	$ 12,804
Earnings/(Loss) Per Share				
Net income/(loss) per common share:				
Basic	$ 0.19	$ 0.43	$ (0.01)	$ 0.29
Diluted	$ 0.19	$ 0.43	$ (0.01)	$ 0.29
Weighted average number of common shares:				
Basic	43,928	43,666	43,875	43,652
Diluted	43,943	43,691	43,875	43,685
Dividends per common share	$ —	$ —	$ —	$ —

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

Tuesday Morning Corporation
Consolidated Statements of Cash Flows (unaudited)
(In thousands)

	Six Months Ended December 31,	
	2016	2015
Net cash flows from operating activities:		
Net income/(loss)	$ (426)	$ 12,804
Adjustments to reconcile net income/(loss) to net cash provided by operating activities:		
Depreciation and amortization	9,976	7,477
Amortization of financing fees	168	320
(Gain)/loss on disposal of assets	(4)	522
Gain on sale-leaseback	(371)	—
Share-based compensation	2,316	942
Change in operating assets and liabilities:		
Inventories	(9,147)	(22,761)
Prepaid and other current assets	498	432
Accounts payable	3,578	(663)
Accrued liabilities	9,985	10,920
Deferred rent	2,089	1,434
Other non-current liabilities	(235)	—
Income taxes payable	4	896
Net cash provided by operating activities	18,431	12,323
Net cash flows from investing activities:		
Proceeds from sale of assets	23	35
Capital expenditures	(19,951)	(20,882)
Net cash used in investing activities	(19,928)	(20,847)
Net cash flows from financing activities:		
Repayments under revolving credit facility	(95,200)	—
Proceeds under revolving credit facility	95,200	—
Payment of financing fees	—	(902)
Purchase of treasury stock	(23)	(23)
Proceeds from the exercise of employee stock options	2	—
Net cash used in financing activities	(21)	(925)
Net decrease in cash and cash equivalents	(1,518)	(9,449)
Cash and cash equivalents, beginning of period	14,150	44,788
Cash and cash equivalents, end of period	$ 12,632	$ 35,339

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

Tuesday Morning Corporation
Notes to Condensed Consolidated Financial Statements (unaudited)

The terms "Tuesday Morning," the "Company," "we," "us" and "our" as used in this Quarterly Report on Form 10-Q refer to Tuesday Morning Corporation and its subsidiaries.

1. Basis of presentation — The unaudited interim consolidated financial statements included herein have been prepared by us pursuant to the rules and regulations of the Securities and Exchange Commission (the "SEC"). 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 condensed or omitted pursuant to such rules and regulations. These financial statements include all adjustments, consisting only of those of a normal recurring nature, which, in the opinion of management, are necessary to present fairly the results of the interim periods presented and should be read in conjunction with the audited consolidated financial statements and notes thereto in our Annual Report on Form 10-K for the fiscal year ended June 30, 2016. The consolidated balance sheet at June 30, 2016 has been derived from the audited consolidated financial statements at that date, but does not include all of the information and notes required by GAAP for complete financial statements. For further information, refer to the audited consolidated financial statements and notes thereto included in our Annual Report on Form 10-K for the fiscal year ended June 30, 2016. The results of operations for the three and six month periods ended December 31, 2016 are not necessarily indicative of the results to be expected for the full fiscal year ending June 30, 2017, which we refer to as fiscal 2017.

We no longer present a consolidated statement of comprehensive income as there are no other comprehensive income items in either the current or prior fiscal periods.

The preparation of unaudited interim consolidated financial statements, in conformity with GAAP, requires us to make assumptions and use estimates that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The most significant estimates relate to: inventory valuation under the retail method and estimation of reserves and valuation allowances specifically related to insurance, income taxes and litigation. Actual results could differ from these estimates. Our fiscal year ends on June 30 and we operate our business as a single operating segment.

2. Share-based incentive plans — **Stock Option Awards.** We have established the Tuesday Morning Corporation 2004 Long-Term Equity Incentive Plan, as amended (the "2004 Plan"), the Tuesday Morning Corporation 2008 Long-Term Equity Incentive Plan (the "2008 Plan") and the Tuesday Morning Corporation 2014 Long-Term Incentive Plan, as amended (the "2014 Plan"), which allow for the granting of stock options to directors, officers and key employees of the Company, and certain other key individuals who perform services for us and our subsidiaries. Equity awards may no longer be granted under the 2004 Plan, or the 2008 Plan, but equity awards granted under the 2004 Plan and the 2008 Plan are still outstanding.

On November 16, 2016, our stockholders approved amendments to the 2014 Plan to increase the number of shares of the Company's common stock available for issuance under the 2014 Plan by 2,500,000 shares and to make additional amendments to the 2014 Plan, including (i) reducing the percentage of shares exempt from the minimum vesting requirements under the 2014 Plan, (ii) adding a clawback policy, (iii) generally eliminating the discretion of the Board of Directors to accelerate the vesting of outstanding and unvested awards upon a change of control and (iv) providing that certain shares surrendered in payment of the exercise price of awards or withheld for tax withholding would count against the shares available under the 2014 Plan.

Stock options were awarded with a strike price at a fair market value equal to the average of the high and low trading prices of our common stock on the date of grant under the 2004 Plan. Stock options were awarded with a strike price at a fair market value equal to the closing price of our common stock on the date of the grant under the 2008 Plan and the 2014 Plan.

Options granted under the 2004 Plan typically vest over periods of one to five years and expire ten years from the date of grant, while options granted under the 2008 Plan and the 2014 Plan typically vest over periods of one to four years and expire ten years from the date of grant. Options may be subject to certain performance requirements. If the performance requirements are not met, the options are forfeited. The exercise prices of stock options outstanding on December 31, 2016, range between $1.24 per share and $20.91 per share. The 2004 Plan terminated pursuant to its terms as of May 17, 2014, and we terminated the 2008 Plan as of November 12, 2014 in connection with the approval of the 2014 Plan. There were approximately 3.9 million shares available for grant under the 2014 Plan at December 31, 2016.

Restricted Stock Awards. The 2004 Plan, the 2008 Plan, and the 2014 Plan authorize the grant of restricted stock awards to directors, officers, key employees and certain other key individuals who perform services for us and our subsidiaries. Equity awards may no longer be granted under the 2004 Plan and the 2008 Plan, but restricted stock awards granted under the 2004 Plan and the 2008 Plan are still outstanding. Restricted stock awards are not transferable, but bear certain rights of common stock ownership, including voting and dividend rights. Shares are valued at the fair market value of our common stock at the date of award. Shares may

be subject to ce rtain performance requirements. If the performance requirements are not met, the re stricted shares are forfeited. Under the 2004 Plan, the 2008 Plan and the 2014 Plan, as of December 31, 2016, there were 1,209,632 shares o f restricted stock outstanding, both performance-based and other, with award vesting periods of one to four years and a weighted average grant date fair value of $7.61 per share.

Performance-Based Restricted Stock Awards and Performance-Based Stock Option Awards. As of December 31, 2016 there were 1,376,251 performance-based restricted stock awards and performance-based stock option awards outstanding under the 2008 Plan and the 2014 Plan.

Share-based Compensation Costs. Share-based compensation costs were recognized as follows (in thousands):

	Three Months Ended December 31,		Six Months Ended December 31,	
	2016	2015	2016	2015
Amortization of share-based compensation during the period	$ 1,450	$ 916	$ 2,329	$ 1,000
Amounts capitalized in ending inventory	(596)	(474)	(997)	(656)
Amounts recognized and charged to cost of sales	724	436	984	598
Amounts charged against income for the period before tax	$ 1,578	$ 878	$ 2,316	$ 942

3. Commitments and contingencies — From time to time, we are involved in litigation which is incidental to our business. In our opinion, no litigation to which we are currently a party is likely to have a material adverse effect on our consolidated financial condition, results of operations, or cash flows.

4. Income/(loss) per common share — The following table sets forth the computation of basic and diluted income/(loss) per common share (in thousands, except per share amounts):

	Three Months Ended December 31,		Six Months Ended December 31,	
	2016	2015	2016	2015
Net income/(loss)	$ 8,430	$ 18,944	$ (426)	$ 12,804
Less: Income to participating securities	(72)	(50)	—	(99)
Net income/(loss) attributable to common shares	$ 8,358	$ 18,894	$ (426)	$ 12,705
Weighted average number of common shares outstanding basic	43,928	43,666	43,875	43,652
Effect of dilutive stock equivalents	15	25	—	33
Weighted average number of common shares outstanding diluted	43,943	43,691	43,875	43,685
Net income/(loss) per common share basic	$ 0.19	$ 0.43	$ (0.01)	$ 0.29
Net income/(loss) per common share diluted	$ 0.19	$ 0.43	$ (0.01)	$ 0.29

For the quarters ended December 31, 2016 and December 31, 2015, options representing rights to purchase approximately 3.8 million weighted average shares and 2.3 million weighted average shares, respectively, were not included in the diluted income per share calculation, because the assumed exercise of such options would have been anti-dilutive. For the six months ended December 31, 2016, all options representing rights to purchase shares were excluded from the diluted loss per share calculation as we had a net loss for the period and the assumed exercise of such options would have been anti-dilutive. For the six months ended December 31, 2015, options representing rights to purchase approximately 2.0 million weighted average shares were not included in the diluted income per share calculation, because the assumed exercise of such options would have been anti-dilutive.

5. Revolving credit facility — We have a credit agreement providing for an asset-based, five-year senior secured revolving credit facility in the amount of up to $180.0 million which matures on August 18, 2020 (the "Revolving Credit Facility"). The availability of funds under the Revolving Credit Facility is limited to the lesser of a calculated borrowing base and the lenders' aggregate commitments under the Revolving Credit Facility. Our indebtedness under the Revolving Credit Facility is secured by a lien on substantially all of our assets. The Revolving Credit Facility contains certain restrictive covenants, which affect, among others, our ability to incur liens or incur additional indebtedness, change the nature of our business, sell assets or merge or consolidate with any other entity, or make investments or acquisitions unless they meet certain requirements. The Revolving Credit Facility requires that we satisfy a fixed charge coverage ratio at any time that our availability is less than the greater of 10% of our calculated borrowing base or $12.5 million. Our Revolving Credit Facility may, in some instances, limit our ability to pay cash dividends and repurchase our common stock. In order for the borrower under the Revolving Credit Facility, our subsidiary, to make a restricted payment to us for the payment of a dividend or a repurchase of shares, we must, among other things, maintain availability of 20% of the lesser of our

calculated borrowing base or our lenders' aggregate commitments under the Revolving Credit Facility on a pro forma basis for a specified period prior to and immediately followi ng the restricted payment. As of December 31, 2016, we were in compliance with all of the Revolving Credit Facility covenants.

At December 31, 2016, we had no amounts outstanding under the Revolving Credit Facility, $5.5 million of outstanding letters of credit and availability of $125.1 million under the Revolving Credit Facility. Letters of credit under the Revolving Credit Facility are primarily for self-insurance purposes. We incur commitment fees of up to 0.25% on the unused portion of the Revolving Credit Facility, payable quarterly. Any borrowing under the Revolving Credit Facility incurs interest at LIBOR or the prime rate, plus an applicable margin, at our election (except with respect to swing loans, which incur interest solely at the prime rate plus the applicable margin), subject to a floor of one month LIBOR plus an applicable margin in the case of loans based on the prime rate. These rates are increased or reduced as our average daily availability changes. Interest expense for the second quarter of the current fiscal year of $0.4 million was comprised of commitment fees of $0.1 million, interest expense of $0.2 million and the amortization of financing fees of $0.1 million. Interest expense for the second quarter of the prior fiscal year of $0.2 million was comprised of commitment fees of $0.1 million and the amortization of financing fees of $0.1 million. Interest expense for the six months ended December 31, 2016 of $0.7 million was comprised of commitment fees of $0.2 million, interest expense of $0.3 million and the amortization of financing fees of $0.2 million. Interest expense for the six months ended December 31, 2015 of $0.6 million was comprised of commitment fees of $0.3 million and the amortization of financing fees of $0.3 million.

6. Depreciation — Accumulated depreciation of owned equipment and property at December 31, 2016 and June 30, 2016 was $133.7 million and $126.5 million, respectively.

7. Income taxes — The Company or one of its subsidiaries files income tax returns in the U.S. federal, state and local taxing jurisdictions. With a few exceptions, the Company and its subsidiaries are no longer subject to state and local income tax examinations for years on or before June 30, 2010. The U.S. federal income tax statute of limitations has expired for all taxable years ended on or before June 30, 2011.

The effective tax rates for the quarters ended December 31, 2016 and December 31, 2015 were 3.6% and 5.4%, respectively. The effective tax rates for the six months ended December 31, 2016 and December 31, 2015 were (2.7%) and 7.3%, respectively. A full valuation allowance is currently recorded against the Company's deferred tax assets. A deviation from the customary relationship between income tax expense/(benefit) and pretax income/(loss) results from utilization of the valuation allowance.

8. Cash and cash equivalents — Cash and cash equivalents are comprised of cash, credit card receivables and all highly liquid instruments with original maturities of three months or less. Cash equivalents are carried at cost, which approximates fair value. At December 31, 2016 and June 30, 2016, credit card receivables from third party consumer credit card providers were $5.7 million and $4.8 million, respectively. Such receivables are generally collected within one week of the balance sheet date.

9. Intellectual property — Our intellectual property primarily consists of indefinite lived trademarks. We evaluate annually whether the trademarks continue to have an indefinite life. Trademarks and other intellectual property are reviewed for impairment annually in the fourth quarter, and may be reviewed more frequently if indicators of impairment are present. As of December 31 2016, the carrying value of the intellectual property was $1.3 million and no impairment was identified or recorded.

10. Cease use liability — Amounts in "Accrued liabilities" and "Other liabilities – non-current" in the Consolidated Balance Sheet include the current and long-term portions, respectively, of accruals for the net present value of future minimum lease payments, net of estimated sublease income, attributable to closed stores with remaining lease obligations. The short-term and long-term cease use liabilities were $0.8 and $0.7 million, respectively, at December 31, 2016. The short-term and long-term cease use liabilities were $1.1 and $0.9 million, respectively, at June 30, 2016. Expenses related to store closings are included in "Selling, general and administrative expenses" in the Consolidated Statements of Operations.

11. Sale-leaseback — During the fourth quarter of fiscal 2016, we entered into a sale-leaseback transaction to sell two buildings and land utilized in our Dallas distribution center operations, which we do not consider part of our long-term distribution network, and leased back these facilities through December 2017. We have no continuing involvement with the properties sold other than a normal leaseback. The consideration received for the sale, as reduced by closing and transaction costs, was $8.8 million, and the net book value of properties sold was $5.2 million, resulting in a $3.6 million gain. The gain recognized in fiscal year 2016 was $2.5 million, which included the portion of the gain in excess of the present value of the minimum lease payments for the leaseback, and was included in other income in our Consolidated Statement of Operations. The $1.1 million gain deferred on the Consolidated Balance Sheet at June 30, 2016 was comprised of a short-term portion included in accrued liabilities and a long-term portion included in other liabilities non-current. The $1.1 million total deferred gain will be recognized on a straight-line basis through December 2017. The deferred gain balance at December 31, 2016 was $0.7 million. The leaseback is an operating lease, and we will pay approximately $0.8 million in rent, excluding executory costs, from December 2016 through December 2017.

12. Recent accounting pronouncements — In August 2016, the Financial Accounting Standards Board ("the FASB") issued Accounting Standards Update ("ASU") 2016-15, Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments ("ASU 2016-15"), which provides guidance on eight specific cash flow issues in regard to how cash receipts and cash payments are presented and classified in the statement of cash flows. ASU 2016-15 is effective for fiscal years beginning after December 15, 2017, including interim periods within those years, with early adoption permitted. The amendments in ASU 2016-15 should be adopted on a retrospective basis unless it is impracticable to apply, in which case the amendments should be applied prospectively as of the earliest date practicable. The Company is currently evaluating the impact that this standard will have on its consolidated financial statements and disclosures.

In March 2016, the FASB issued ASU 2016-09, Compensation – Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting ("ASU 2016-09") to reduce the complexity of certain aspects of the accounting for employee share-based payment transactions. ASU 2016-09 involves changes in several aspects of the accounting for share-based payment transactions, including the accounting for the income tax consequences of share-based awards. For public companies, ASU 2016-09 is effective for fiscal years beginning after December 15, 2016, and interim periods within those fiscal years. Early adoption is permitted. The Company is currently evaluating ASU 2016-09 to assess the potential impact on the Company's consolidated financial statements and disclosures.

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842) ("ASU 2016-02"), which is intended to improve financial reporting in connection with leasing transactions. ASU 2016-02 will require entities ("lessees") that lease assets with lease terms of more than twelve months to recognize on the balance sheet the assets and liabilities for the rights and obligations created by those leases. Under ASU 2016-02, a right-of-use asset and lease obligation will be recorded for all leases, whether operating or finance, while the income statement will reflect lease expense for operating leases and amortization/interest expense for finance leases. Entities that own the assets leased by lessees ("lessors") will remain largely unchanged from current GAAP. In addition, ASU 2016-02 requires disclosures to help investors and other financial statement users better understand the amount, timing and uncertainty of cash flows arising from leases. For public companies, ASU 2016-02 is effective for fiscal years beginning after December 15, 2018 and interim periods within those fiscal years. Early adoption is permitted. A modified retrospective approach is required for all leases existing or entered into after the beginning of the earliest comparative period in the financial statements. While the Company is currently evaluating the provisions of ASU 2016-02 to assess the impact on the Company's consolidated financial statements and disclosures, the primary effect of adopting the new standard will be to record assets and obligations for current operating leases.

In July 2015, the FASB issued ASU 2015-11, Inventory (Topic 330): Simplifying the Measurement of Inventory ("ASU 2015-11"), which changes the measurement principle for inventory from the lower of cost or market to the lower of cost and net realizable value, except for companies using the Retail Inventory Method which will continue to use existing impairment models. ASU 2015-11 defines net realizable value as estimated selling prices in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. The new guidance must be applied on a prospective basis and is effective for fiscal years beginning after December 15, 2016, and interim periods within those years, with early adoption permitted. The Company does not believe the implementation of this standard will result in a material impact on its consolidated financial statements and disclosures.

In May 2014, the FASB issued ASU 2014-09, Revenue from Contracts with Customers (Topic 606) ("ASC 606"), an updated standard on revenue recognition, and has since modified the standard with ASU 2015-14, "Deferral of the Effective Date". The new guidance provides enhancements to the quality and consistency of how revenue is reported while also improving comparability in the financial statements of companies reporting using IFRS and GAAP. The core principle of the new standard is for companies to recognize revenue to depict the transfer of goods or services to customers in amounts that reflect the consideration, or payment, to which the company expects to be entitled in exchange for those goods or services. In July 2015, the FASB deferred the effective date of ASU 2014-09. Accordingly, this standard is effective for reporting periods beginning after December 15, 2017, including interim periods within that year, with early adoption permitted for interim and annual periods beginning after December 15, 2016. The Company does not expect this standard to have a material impact on its consolidated financial statements and disclosures, as the vast majority of its revenue is expected to continue to be generated from point-of-sale transactions that are expected to be recognized consistent with its current accounting. The Company's current accounting for gift card breakage is consistent with the new standard. The Company is currently evaluating whether the standard will affect its current accounting for customer incentives. The Company is continuing to evaluate the impact that this standard will have on its consolidated financial statements and disclosures.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion should be read in conjunction with our unaudited interim consolidated financial statements and the notes thereto included in Part I, Item 1 of this Quarterly Report on Form 10-Q and our Annual Report on Form 10-K for the fiscal year ended June 30, 2016.

Business Overview

- We are a leading off-price retailer specializing in selling deeply-discounted, upscale decorative home accessories, housewares, seasonal goods and famous-maker gifts. We are nationally known for providing a fresh selection of brand-name, high-quality merchandise – never seconds or irregulars – at prices generally below those of department and specialty stores, catalogs and online retailers. Our strong everyday value proposition is also supported with periodic circulars and direct mail that keep customers familiar with Tuesday Morning.
- During the second quarter of fiscal 2017, we continued to implement our strategy of improving store locations and the in-store experience for our customers, which included (i) closing unproductive stores with limited foot traffic and relocating some of these stores to, or opening new stores in, better locations with footprints that are on average three to five thousand square feet larger, (ii) expanding some existing productive stores to the larger footprint, and (iii) improving the finishes in these relocated, new and expanded stores.
- We operated 740 stores in 40 states as of December 31, 2016. As part of the implementation of our real estate strategy, our store base decreased from 764 stores in 40 states as of December 31, 2015.
- Net sales for the second quarter of fiscal 2017 were $328.1 million, an increase of $8.2 million, from $319.9 million for the same period last year. Comparable store sales for the quarter ended December 31, 2016 increased by 3.8%, compared to the same period last year, which was due to a 4.9% increase in customer transactions, partially offset by a 1.1% decrease in average ticket. Net sales for the first six months of fiscal 2017 were $540.0 million, an increase of $17.8 million, from $522.2 million for the same period last year. Comparable store sales for the six months ended December 31, 2016 increased by 4.3%, compared to the same period last year, which was due to a 5.4% increase in customer transactions, partially offset by a 1.1% decrease in average ticket. Net sales during the three and six months ended December 31, 2016 were negatively impacted by lower than plan store level inventories.
- Cost of sales, as a percentage of net sales, for the second quarter of fiscal 2017 was 67.7%, compared to 64.8% for the same period last year. Cost of sales, as a percentage of net sales, for the first six months of fiscal 2017 was 66.1%, compared to 64.5% for the same period last year.
- For the second quarter of fiscal 2017, selling, general and administrative expenses increased $5.1 million to $97.2 million, from $92.1 million for the same quarter last year. For the first six months of fiscal 2017, selling, general and administrative expenses increased $13.1 million to $183.8 million, from $170.7 million for the same period last year.
- Our operating income for the second quarter of fiscal 2017 was $8.8 million compared to operating income of $20.6 million for the same period last year. Our operating loss for the six months ended December 31, 2016 was $0.5 million compared to operating income of $14.6 million for the same period last year.
- We generated net income of $8.4 million and net income per share of $0.19 for the quarter ended December 31, 2016, compared to net income of $18.9 million and net income per share of $0.43 for the same period last year. We generated a net loss of $0.4 million and a net loss per share of $0.01 for the six months ended December 31, 2016, compared to net income of $12.8 million and net income per share of $0.29 for the same period last year.
- Adjusted EBITDA for the second quarter of fiscal 2017 was $17.2 million compared to $26.5 million for the same period last year, as shown under the heading "Non-GAAP Financial Measures" below. Adjusted EBITDA for the first six months of fiscal 2017 was $14.8 million compared to $25.3 million for the same period last year, as shown below.
- Inventory levels at December 31, 2016 increased $9.2 million to $251.5 million from $242.3 million at June 30, 2016. Compared to the same date last year, inventories increased $18.7 million from $232.8 million at December 31, 2015. The growth in inventory as compared to December 31, 2015 was driven by an increase in our in-transit inventory related to our import strategy and increased buying, distribution, and freight costs that are capitalized into inventory. Inventory turnover for the trailing five quarters as of December 31, 2016 was 2.4 turns, compared to the trailing five quarters as of December 31, 2015 of 2.6 turns.
- Cash and cash equivalents at December 31, 2016 decreased $1.6 million to $12.6 million from $14.2 million at June 30, 2016. Compared to the same date last year, cash and cash equivalents decreased $22.7 million from $35.3 million at December 31, 2015.

Results of Operations

Our business is highly seasonal, with a significant portion of our net sales and most of our operating income generated in the quarter ending December 31.

There can be no assurance that the trends in sales or operating results will continue in the future.

N **on-GAAP Financial Measures**

We define EBITDA as net income or net loss before interest, income taxes, depreciation, and amortization. Adjusted EBITDA reflects further adjustments to EBITDA to eliminate the impact of certain items, including certain non-cash items and other items that we do not believe are representative of our core operating performance. This measure is not a presentation made in accordance with GAAP. Adjusted EBITDA should not be considered as an alternative to net income or loss as a measure of operating performance. In addition, Adjusted EBITDA is not presented as, and should not be considered as an alternative to cash flows as a measure of liquidity. Adjusted EBITDA should not be considered in isolation, or as a substitute for analysis of our results as reported under GAAP and should not be construed as an inference that our future results will be unaffected by such adjustments. We believe it is useful for investors to see these EBITDA and Adjusted EBITDA measures that management uses to evaluate our operating performance. These non-GAAP financial measures are included to supplement our financial information presented in accordance with GAAP and because we use these measures to monitor and evaluate the performance of our business as a supplement to GAAP measures and we believe the presentation of these non-GAAP measures enhances investors' ability to analyze trends in our business and evaluate our performance. EBITDA and Adjusted EBITDA are also frequently used by analysts, investors and other interested parties to evaluate companies in our industry. The non-GAAP measures presented may not be comparable to similarly titled measures used by other companies.

The following table reconciles net income/(loss), the most directly comparable GAAP financial measure, to Adjusted EBITDA, a non-GAAP financial measure (in thousands):

	Three Months Ended December 31,		Six Months Ended December 31,	
	2016	**2015**	**2016**	**2015**
Net income/(loss)	$ 8,430	$ 18,944	$ (426)	$ 12,804
Depreciation and amortization	5,393	3,825	9,976	7,477
Interest expense, net	403	206	658	627
Income tax provision	312	1,077	11	1,012
EBITDA	14,538	24,052	10,219	21,920
Shared based compensation expense (1)	1,578	880	2,316	944
Cease-use rent expense	166	436	473	589
Phoenix distribution center related expenses (2)	1,087	924	2,137	1,680
Other strategic initiative related expenses (3)	—	205	—	205
Gain on sale of assets	(185)	—	(371)	—
Adjusted EBITDA (non-GAAP)	$ 17,184	$ 26,497	$ 14,774	$ 25,338

(1) Charges related to share-based compensation programs, which vary from period to period depending on volume and vesting timing of awards. The Company adjusts for these charges to facilitate comparisons from period to period.

(2) Adjustment includes only certain expenses related to the Phoenix distribution center preparation, ramp up and post go-live activities, including incremental detention costs and certain consulting costs. The prior year adjustment also includes rent and operating costs prior to operations commencing at the distribution center.

(3) Adjustment includes certain expenses related to customer research and store prototype development.

Three Months Ended December 31, 2016
Compared to the Three Months Ended December 31, 2015

Net sales for the second quarter of fiscal 2017 were $328.1 million, an increase of $8.2 million from $319.9 million for the same period last year. Comparable store sales for the second quarter of fiscal 2017 increased by 3.8% compared to the second quarter of fiscal 2016. Stores are included in the same store sales calculation at the beginning of the quarter following the anniversary date of the store opening. A store that relocates within the same geographic market or modifies its available retail space is generally considered the same store for purposes of this computation. The increase in comparable store sales for the second quarter of fiscal 2017 was comprised of a 4.9% increase in customer transactions, partially offset by a 1.1% decrease in average ticket. Our comparable store sales increase was partially offset by a decrease in our non-comparable store sales, which decreased a total of $3.3 million, resulting in a 104 basis point negative impact on our increase in net sales. Non-comparable store sales include the net effect of sales from new stores and sales from stores that have closed. The non-comparable store sales decrease was driven by 36 store closures, partially offset

by 1 2 store openings, which have occurred since the end of the second quarter of fiscal 201 6 . During the current quarter, we continued to experience issues related to the ramp up of the recently opened Phoenix distribution facility. These issues resulted in lower than plan store level inventories during the current year quarter which n egatively affected sales in our entire store base.

Store Openings/Closings

	Three Months Ended December 31, 2016	Three Months Ended December 31, 2015	Fiscal Year Ended June 30, 2016
Stores open at beginning of period	742	757	769
Stores opened during the period	4	8	16
Stores closed during the period	(6)	(1)	(34)
Stores open at end of period	740	764	751

We ended the second quarter of fiscal 2017 with 740 stores, compared to 764 stores at the end of the second quarter of the prior year. We relocated four existing stores during the second quarter of fiscal 2017 and seven stores in the second quarter of the prior fiscal year.

Gross profit for the second quarter of fiscal 2017 was $106.0 million, a decrease of 5.9% compared to $112.7 million in gross profit for the second quarter of fiscal 2016. Gross profit as a percentage of net sales was 32.3% for the second quarter of fiscal 2017, compared to 35.2% for the second quarter of fiscal 2016. The decrease in gross margin was primarily due to elevated costs associated with our supply chain operations, including distribution center and freight costs recognized in the current period, along with increased markdowns. Partially offsetting this increase in costs was an improvement in our initial merchandise mark-up.

Selling, general and administrative expenses (SG&A) increased $5.1 million for the second quarter of fiscal 2017 to $97.2 million, from $92.1 million for the second quarter of fiscal 2016. As a percentage of net sales, SG&A was 29.6% for the second quarter of fiscal 2017 compared to 28.8% for the second fiscal quarter of 2016. This increase in SG&A as a percentage of net sales was driven primarily by higher store rent and depreciation, due in part to our strategy to improve store real estate, increased advertising, and increased corporate labor costs and share-based compensation expense in the current period as compared to the prior year period due to executive vacancies in the prior year period. Additionally, we continue to invest in technology and infrastructure which drives incremental costs related to systems. Partially offsetting these increased costs were store employee costs and certain other corporate expenses, including legal and professional fees, which decreased as a percentage of net sales in the current year quarter from the prior year quarter.

Our operating income was $8.8 million for the second quarter of fiscal 2017 as compared to operating income of $20.6 million for the second quarter of fiscal 2016.

Income tax expense for the second quarter of fiscal 2017 was $0.3 million compared to $1.1 million for the same period last year. The effective tax rates for the second quarter of fiscal 2017 and fiscal 2016 were 3.6% and 5.4%, respectively. A full valuation allowance is currently recorded against our deferred tax assets at December 31, 2016. A deviation from the customary relationship between income tax benefit and pretax income results from the valuation allowance.

We had net income of $8.4 million, or $0.19 per share, for the second quarter of fiscal 2017 compared to net income of $18.9 million, or $0.43 per share, for the second quarter of fiscal 2016.

Six Months Ended December 31, 2016
Compared to the Six Months Ended December 31, 2015

Net sales for the first six months of fiscal 2016 were $540.0 million, an increase of $17.8 million from $522.2 million for the same period last year. Comparable store sales for the first six months of fiscal 2017 increased by 4.3% compared to the same period in fiscal 2016. Stores are included in the same store sales calculation at the beginning of the quarter following the anniversary date of the store opening. A store that relocates within the same geographic market or modifies its available retail space is generally considered the same store for purposes of this computation. The increase in comparable store sales for the first six months of fiscal 2017 was comprised of a 5.4% increase in customer transactions, partially offset by a 1.1% decrease in average ticket. Our comparable store sales increase was partially offset by a decrease in our non-comparable store sales, which decreased a total of $3.8 million, resulting in a 73 basis point negative impact on our increase in net sales. Non-comparable store sales include the net effect of sales from new stores and sales from stores that have closed. The non-comparable store sales decrease is driven by 51 store closures, partially offset

by 22 store openings, which have occurred since the beginning of the prior fiscal year . During the six months ended Decem ber 31, 2016, we experienced issues related to the ramp up of the recently opened Phoenix distribution facility. These issues resulted in lower than plan store leve l inventories during the six month period which negatively affected sales in our entire stor e base.

	Store Openings/Closings		
	Six Months Ended December 31, 2016	**Six Months Ended December 31, 2015**	**Fiscal Year Ended June 30, 2016**
Stores open at beginning of period	751	769	769
Stores opened during the period	6	10	16
Stores closed during the period	(17)	(15)	(34)
Stores open at end of period	740	764	751

We ended the first six months of fiscal 2017 with 740 stores, compared to 764 stores at the end of the first six months of the prior year. We relocated 23 existing stores and expanded eight stores during the first six months of fiscal 2017 and relocated 21 existing stores and expanded two stores in the first six months of the prior fiscal year.

Gross profit for the first six months of fiscal 2017 was $183.3 million, a decrease of 1.1% compared to $185.4 million in gross profit for the same period in fiscal 2016. Gross profit as a percentage of net sales was 33.9% for the first six months of fiscal 2017, compared to 35.5% for the same period in fiscal 2016. The decrease in gross margin was primarily due to elevated costs associated with our supply chain operations, including distribution center and freight costs recognized in the current period, along with increased markdowns partially offset by improvement in our initial merchandise mark-up.

Selling, general and administrative expenses increased $13.1 million for the first six months of fiscal 2017 to $183.8 million, from $170.7 million in the same period last year. As a percentage of net sales, SG&A was 34.0% for the first six months of fiscal 2017 compared to 32.7% in the same period last year. This increase in SG&A as a percentage of net sales was driven primarily by higher store rent and depreciation, due in part to our strategy to improve store real estate, increased advertising, and increased corporate labor costs and share-based compensation expense in the current period as compared to the prior year period due to executive vacancies in the prior year period. Additionally, we continue to invest in technology and infrastructure which drives incremental costs related to systems. Partially offsetting these increased costs were store employee costs and certain other corporate expenses, including legal and professional fees, which decreased as a percentage of net sales in the first six months of fiscal 2017 from the first six months of fiscal 2016.

Our operating loss was $0.5 million for the first six months of fiscal 2017 as compared to operating income of $14.6 million for the same period in fiscal 2016.

Income tax expense for the first six months of fiscal 2017 was $11,000 compared to $1.0 million for the same period last year. The effective tax rates for the six months ended December 31, 2016 and December 31, 2015 were (2.7%) and 7.3%, respectively. A full valuation allowance is currently recorded against our deferred tax assets at December 31, 2016. A deviation from the customary relationship between income tax benefit and pretax loss results from the valuation allowance.

We had a net loss of $0.4 million, or $0.01 per share, for the first six months of fiscal 2017 compared to net income of $12.8 million, or $0.29 per share, for the first six months of fiscal 2016.

Liquidity and Capital Resources

Cash Flows from Operating Activities

Net cash provided by operating activities for the six months ended December 31, 2016 and 2015 was $18.4 million and $12.3 million, respectively. The $18.4 million of cash provided by operating activities for the six months ended December 31, 2016 was primarily due to a net loss of $0.4 million adjusted for non-cash items, including depreciation and amortization of $10.1 million and share based compensation of $2.3 million. Also impacting net cash provided by operating activities was an increase in accrued liabilities of $10.0 million, increased accounts payable of $3.6 million, increased deferred rent of $2.1 million, and decreased prepaid and other assets of $0.5 million, partially offset by an increase in inventory of $9.1 million due to seasonal buying levels and an increased inventory position in preparation for the spring selling season. There were no significant changes to our vendor payments policy during the six months ended December 31, 2016. The $12.3 million of cash provided by operating activities for the six months ended December 31, 2015 was primarily due to net income of $12.8 million adjusted for non-cash items, including depreciation and amortization of $7.8 million, an increase in accrued liabilities of $10.9 million, along with increased deferred rent of $1.4 million, income taxes payable of $0.9 million and share based compensation of $0.9 million, partially offset by a decrease in accounts payable of $0.7 million and an increase in inventory of $22.8 million due to seasonal buying levels and an increased inventory position in preparation for the spring selling season.

Cash Flows from Investing Activities

Net cash used in investing activities for the six months ended December 31, 2016 and 2015 related primarily to capital expenditures. Capital expenditures were primarily associated with store relocations, expansions, new store openings, capital improvements to existing stores, enhancements to our distribution center facilities, equipment, and systems along with improvements related to our corporate office and equipment. Cash used in investing activities totaled $19.9 million and $20.9 million for the six months ended December 31, 2016 and 2015, respectively.

We currently expect to invest capital of approximately $38 million to $42 million in fiscal year 2017.

Cash Flows from Financing Activities

Net cash used in financing activities was $21,000 for the six months ended December 31, 2016, compared to net cash used in financing activities of $0.9 million for the six months ended December 31, 2015. The cash used in the prior year period for financing activities related to the payment of financing costs for our Revolving Credit Facility.

Revolving Credit Facility

We have a credit agreement providing for an asset-based, five-year senior secured revolving credit facility in the amount of up to $180.0 million which matures on August 18, 2020 (the “Revolving Credit Facility”). The availability of funds under the Revolving Credit Facility is limited to the lesser of a calculated borrowing base and the lenders’ aggregate commitments under the Revolving Credit Facility. Our indebtedness under the Revolving Credit Facility is secured by a lien on substantially all of our assets. The Revolving Credit Facility contains certain restrictive covenants, which affect, among others, our ability to incur liens or incur additional indebtedness, change the nature of our business, sell assets or merge or consolidate with any other entity, or make investments or acquisitions unless they meet certain requirements. The Revolving Credit Facility requires that we satisfy a fixed charge coverage ratio at any time that our availability is less than the greater of 10% of our calculated borrowing base or $12.5 million. Our Revolving Credit Facility may, in some instances, limit our ability to pay cash dividends and repurchase our common stock. In order for the borrower under the Revolving Credit Facility, our subsidiary, to make a restricted payment to us for the payment of a dividend or a repurchase of shares, we must, among other things, maintain availability of 20% of the lesser of our calculated borrowing base or our lenders’ aggregate commitments under the Revolving Credit Facility on a pro forma basis for a specified period prior to and immediately following the restricted payment. As of December 31, 2016, we were in compliance with all of the Revolving Credit Facility covenants.

At December 31, 2016, we had no amounts outstanding under the Revolving Credit Facility, $5.5 million of outstanding letters of credit and availability of $125.1 million under the Revolving Credit Facility. Letters of credit under the Revolving Credit Facility are primarily for self-insurance purposes. We incur commitment fees of up to 0.25% on the unused portion of the Revolving Credit Facility, payable quarterly. Any borrowing under the Revolving Credit Facility incurs interest at LIBOR or the prime rate, plus an applicable margin, at our election (except with respect to swing loans, which incur interest solely at the prime rate plus the applicable margin), subject to a floor of one month LIBOR plus an applicable margin in the case of loans based on the prime rate. These rates are increased or reduced as our average daily availability changes. Interest expense for the second quarter of the current fiscal year of $0.4 million was comprised of commitment fees of $0.1 million, interest expense of $0.2 million and the amortization of financing fees of $0.1 million. Interest expense for the second quarter of the prior fiscal year of $0.2 million was comprised of commitment fees of $0.1 million and the amortization of financing fees of $0.1 million. Interest expense for the six months ended December 31, 2016 of $0.7 million was comprised of commitment fees of $0.2 million, interest expense of $0.3 million and the amortization of financing fees of

$0.2 million. Interest expense for the six months ended December 31, 2015 of $0.6 million was comprised of commitment fees of $0.3 million and the amortization of financing fees of $0.3 million

Liquidity

We finance our operations with funds generated from operating activities, available cash and cash equivalents and borrowings under our Revolving Credit Facility. Cash and cash equivalents were $12.6 million as of December 31, 2016 and $35.3 million at December 31, 2015. Our cash flows will continue to be utilized for the operation of our business and the use of any excess cash will be determined by our Board of Directors. Our borrowings have historically peaked during the second fiscal quarter as we build inventory levels prior to the holiday selling season. Given the seasonality of our business, the amount of borrowings under our Revolving Credit Facility may fluctuate materially depending on various factors, including the time of year, our needs and the opportunity to acquire merchandise inventory. Our primary uses for cash provided by operating activities relate to funding our ongoing business activities and planned capital expenditures. We may also use available cash to repurchase shares of our common stock. We believe funds generated from our operations, available cash and cash equivalents and borrowings under our Revolving Credit Facility will be sufficient to fund our operations for the next year. If our capital resources are not sufficient to fund our operations, we may seek additional debt or equity financing. However, we can offer no assurances that we will be able to obtain additional debt or equity financing on reasonable terms.

Off-Balance Sheet Arrangements and Contractual Obligations

We had no off-balance sheet arrangements as of December 31, 2016.

As of December 31, 2016, there have been no material changes outside the ordinary course of business from the disclosures relating to contractual obligations contained under “Contractual Obligations” in Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” included in our Annual Report on Form 10-K for the fiscal year ended June 30, 2016.

Critical Accounting Policies

This Management’s Discussion and Analysis of Financial Condition and Results of Operations is based upon our unaudited interim consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of certain assets, liabilities, sales and expenses, and related disclosure of contingent assets and liabilities. On a recurring basis, we evaluate our significant estimates which are based on historical experience and on various other assumptions that we believe are reasonable under the circumstances. Actual results may differ from these estimates.

There were no changes to our critical accounting policies during the second quarter of fiscal 2017 from those listed in our Annual Report on Form 10-K for the fiscal year ended June 30, 2016.

Under the retail inventory method, permanent markdowns result in cost reductions in inventory at the time the markdowns are taken. We also utilize promotional markdowns for specific marketing efforts used to drive higher sales volume and customer transactions for a specified period of time. Promotional markdowns do not impact the value of unsold inventory and thus do not impact cost of sales until the merchandise is sold. Markdowns during the second quarter of fiscal 2017 were 4.2% of sales compared to 4.0% of sales for the same period last year. If our sales forecasts are not achieved, we may be required to record additional markdowns that could exceed historical levels. The effect of a 0.5% markdown in the value of our inventory at December 31, 2016 would result in a decline in gross profit and earnings per share for the second quarter of fiscal 2017 of $1.3 million and $0.03, respectively.

For a further discussion of the judgments we make in applying our accounting policies, see Item 7, Management’s Discussion and Analysis of Financial Condition and Results of Operations, in our Annual Report on Form 10-K for the fiscal year ended June 30, 2016.

Recent Accounting Pronouncements

Please refer to Note 12 of our unaudited condensed consolidated financial statements for a summary of recent accounting pronouncements.

Forward-Looking Statements

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of the federal securities laws and the Private Securities Litigation Reform Act of 1995, which are based on management's current expectations, estimates and projections. These statements may be found throughout this Quarterly Report on Form 10-Q, particularly in this "Management's Discussion and Analysis of Financial Condition and Results of Operations," among others. Forward-looking statements typically are identified by the use of terms such as "may," "will," "should," "expect," "anticipate," "believe," "estimate," "intend" and similar words, although some forward-looking statements are expressed differently. You should consider statements that contain these words carefully because they describe our current expectations, plans, strategies and goals and our current beliefs concerning future business conditions, our future results of operations, our future financial position, and our current business outlook or state other "forward-looking" information.

Readers are referred to Part 1, Item 1A "Risk Factors" of our Annual Report on Form 10-K for the fiscal year ended June 30, 2016 for examples of risks, uncertainties and events that could cause our actual results to differ materially from the expectations expressed in our forward-looking statements. These risks, uncertainties and events also include, but are not limited to, the following:

- our ability to successfully implement our long-term business strategy;
- changes in economic and political conditions which may adversely affect consumer spending;
- our failure to identify and respond to changes in consumer trends and preferences;
- our ability to continuously attract buying opportunities for off-price merchandise and anticipate consumer demand;
- our ability to successfully manage our inventory balances profitably and to effectively manage our supply chain operations;
- loss of, disruption in operations, or increased costs in the operation of our distribution center facilities;
- loss or departure of one or more members of our senior management or other key management;
- increased or new competition;
- our ability to successfully execute our strategy of opening new stores and relocating and expanding existing stores;
- increases in fuel prices and changes in transportation industry regulations or conditions;
- our ability to generate strong cash flows from operations and to continue to access credit markets;
- increases in the cost or a disruption in the flow of our imported products;
- the success of our marketing, advertising and promotional efforts;
- our ability to attract, train and retain quality employees in appropriate numbers, including key employees and management;
- seasonal and quarterly fluctuations;
- our ability to maintain and protect our information technology systems and technologies and related improvements to support our growth;
- our ability to protect the security of information about our business and our customers, suppliers, business partners and employees;
- our ability to comply with existing, changing, and new government regulations;
- our ability to manage litigation risks from our customers, employees and other third parties;
- our ability to manage risks associated with product liability claims and product recalls;
- the impact of adverse local conditions, natural disasters and other events; and
- our ability to manage the negative effects of inventory shrinkage.

The forward-looking statements made in this Form 10-Q relate only to events as of the date on which the statements are made. Except as may be required by law, we disclaim obligations to update any forward-looking statements to reflect events or circumstances after the date on which the statements were made or to reflect the occurrence of unanticipated events. Investors are cautioned not to place undue reliance on any forward-looking statements.

Item 3. Quantitative and Qualitati ve Disclosures About Market Risk

There have been no material changes to the Company's market risks as disclosed in our Annual Report on Form 10-K filed for the fiscal year ended June 30, 2016.

Item 4. Controls and Procedures

Disclosure Controls and Procedures

Based on our management's evaluation (with participation of our principal executive officer and our principal financial officer), our principal executive officer and our principal financial officer have concluded that our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended) were effective as of December 31, 2016 to provide reasonable assurance that information required to be disclosed by us in reports that we file or submit under the Securities Exchange Act of 1934, as amended, is (1) recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms and (2) accumulated and communicated to our management, including our principal executive and principal financial officers, as appropriate, to allow timely decisions regarding required disclosure.

A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Because of inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues, if any, within a company have been detected. Accordingly, our disclosure controls and procedures are designed to provide reasonable, not absolute, assurance that their objectives are met and, as set forth above, our chief executive officer and chief financial officer have concluded, based on their evaluation as of the end of the period covered by this report, that our disclosure controls and procedures were effective to provide reasonable assurance that their objectives were met.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during the quarter ended December 31, 2016 that have materially affected or are reasonably likely to materially affect our internal control over financial reporting.

PART II - OTHE R INFORMATION

Item 1. Legal Proceedings

From time to time, we are involved in litigation which is incidental to our business. In our opinion, no litigation to which we are currently a party is likely to have a material adverse effect on our consolidated financial condition, results of operations or cash flows.

Item 1A. Risk Factors

We believe there have been no material changes from our risk factors previously disclosed in Part 1, Item 1A "Risk Factors" of our Annual Report on Form 10-K for the fiscal year ended June 30, 2016.

Item 2. Unreg istered Sales of Equity Securities and Use of Proceeds

Information regarding our repurchases of equity securities during the three months ended December 31, 2016 is provided in the following table:

Period	Total Number of Shares Repurchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares That May Yet Be Purchased Under the Plans or Programs (1)
October 1 through October 31, 2016	—	$ —	—	$ 3,210,981
November 1 through November 30, 2016	4,343	$ 5.35	4,343	$ 3,187,746
December 1 through December 31, 2016	—	$ —	—	$ 3,187,746
Total	4,343	$ 5.35	4,343	$ 3,187,746

(1) On August 22, 2011, our Board of Directors adopted a share Repurchase Program pursuant to which we are authorized to repurchase from time to time shares of Common Stock, up to a maximum of $5.0 million in aggregate purchase price for all such shares (the "Repurchase Program"). On January 20, 2012, our Board of Directors increased the authorization for stock repurchases under the Repurchase Program from $5.0 million to a maximum of $10.0 million. The Repurchase Program does not have an expiration date and may be amended, suspended or discontinued at any time. The Board will periodically evaluate the Repurchase Program and there can be no assurances as to the number of shares of Common Stock we will repurchase. During the three months ended December 31, 2016, 4,343 shares were repurchased under the Repurchase Program for a total cost (excluding commissions) of approximately $23,000.

Item 5. Other Information

As previously announced, on January 17, 2017, the Company undertook a management reorganization and eliminated the chief operating officer position. It was mutually agreed that Melissa Phillips, the Company's then-serving president and chief operating officer, would resign from her position effective immediately. Ms. Phillips' resignation was effective January 16, 2017. In connection with Ms. Phillips' departure, the Company entered into a Confidential Release and Separation Agreement with Ms. Phillips (the "Separation Agreement") on February 1, 2017, which will become effective eight days following a seven-day revocation period. The Separation Agreement provides Ms. Phillips with certain severance benefits in exchange for a release and Ms. Phillips' agreement to certain restrictive covenants.

In particular, (i) Ms. Phillips will receive severance payments of $217,812 (the "Separation Payment"), payable on the Company's regular payroll schedule over six months (the "Severance Period"); (ii) if, after 90 days following Ms. Phillips' separation from the Company, Ms. Phillips has not obtained employment or engagement as an independent contractor on a full-time basis in a position substantially similar to her position with the Company prior to her separation, Ms. Phillips will receive extended severance payments of $217,812 (the "Extended Separation Payment"), payable on the Company's regular payroll schedule over six months (the "Extended Severance Period"), the first payment of which will be made following the last Separation Payment as provided above; (iii) Ms. Phillips will receive an enhanced severance payment of $15,000 (the "Enhanced Severance Payment"), payable within seven business days following the effective date of the agreement; and (iv) if Ms. Phillips elects continued coverage under the Company's group health plan pursuant to COBRA, the Company will continue pay on Ms. Phillips' behalf an amount equal to the amount the Company

previously paid as the Co mpany's portion of Ms. Phillips' monthly p remiums for health benefits until the earlier of the expiration of 12 months following her separation date, the date on which she is no longer entitled to COBRA continuation coverage, or the date on which she obtains employment or an independent contractor engagement offering health benefits. During the Severance Period and the Extended Severance Period, Ms. Phillips must notify the Company of her acceptance of any new employment or engagement as an independent contractor.

As a condition to receiving the Separation Payment, Extended Separation Payment and Enhanced Separation Payment, Ms. Phillips will agree to (i) release the Company and its affiliates from any liability and waive certain other claims, (ii) customary non-disclosure and non-use restrictions, (iii) customary mutual non-disparagement restrictions, and (iv) not solicit or hire any of the Company's employees for a period of 12 months.

The above description of the Separation Agreement is qualified in its entirety by reference to the copy of such agreement filed with this Quarterly Report on Form 10-Q as Exhibit 10.2 and incorporated herein by reference.

Item 6. Exhibits

Exhibit Number	Description
3.1.1	Certificate of Incorporation of Tuesday Morning Corporation (the “Company”) (incorporated by reference to Exhibit 3.1 to the Company’s Registration Statement on Form S-4 (File No. 333-46017) as filed with the Securities and Exchange Commission (the “Commission”) on February 10, 1998)
3.1.2	Certificate of Amendment to the Certificate of Incorporation of the Company dated March 25, 1999 (incorporated by reference to Exhibit 3.3 to the Company’s Registration Statement on Form S-1/A (File No. 333-74365) as filed with the Commission on March 29, 1999)
3.1.3	Certificate of Amendment to the Certificate of Incorporation of the Company dated May 7, 1999 (incorporated by reference to Exhibit 3.1.3 to the Company’s Form 10-Q (File No. 000-19658) as filed with the Commission on May 2, 2005)
3.2	Amended and Restated Bylaws of the Company dated September 16, 2014 (incorporated by reference to Exhibit 3.2 to the Company’s Form 8-K (File No. 000-19658) as filed with the Commission on September 19, 2014)
10.1	Composite Copy of Tuesday Morning Corporation 2014 Long-Term Incentive Plan, as amended (incorporated by reference to Exhibit 10.1 to the Company’s Form 8-K (File No. 000-19658) as filed with the Commission on November 22, 2016)†
10.2	Confidential General Release and Separation Agreement, dated February 1, 2017, by and between Tuesday Morning, Inc. and Melissa Phillips†
31.1	Certification by the Chief Executive Officer of the Company pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification by the Chief Financial Officer of the Company pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certification of the Chief Executive Officer of the Company pursuant to 18 U.S.C §1350, adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 *
32.2	Certification of the Chief Financial Officer of the Company pursuant to 18 U.S.C §1350, adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 *
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Schema Document
101.CAL	XBRL Taxonomy Calculation Linkbase Document
101.DEF	XBRL Taxonomy Definition Linkbase Document
101.LAB	XBRL Taxonomy Label Linkbase Document
101.PRE	XBRL Taxonomy Presentation Linkbase Document

* The certifications attached hereto as Exhibit 32.1 and Exhibit 32.2 are furnished with this Quarterly Report on Form 10-Q and shall not be deemed “filed” by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

† Management contract or compensatory plan or arrangement

SIGNA TURE S

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.

TUESDAY MORNING CORPORATION
(Registrant)

DATE: February 3, 2017

By: /s/ Stacie R. Shirley
Stacie R. Shirley
Executive Vice President, Chief Financial Officer and Treasurer
(Principal Financial Officer and Principal Accounting Officer)

EXHIBIT INDEX

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EXHIBIT 10.2

CONFIDENTIAL GENERAL RELEASE AND SEPARATION AGREEMENT

This Confidential General Release and Separation Agreement (" Agreement ") is made and entered into by and between Tuesday Morning, Inc., its related and affiliated entities (collectively, " Tuesday Morning "), on the one hand, and Melissa Phillips (" Employee "), on the other, hereinafter collectively referred to as the " Parties ."

RECITALS

WHEREAS, Employee has been employed with the Company since April 21, 2014, and, most recently, in the position of President and Chief Operating Officer; and

WHEREAS, Employee's employment with the Company is terminated effective January 16, 2017 (the " Separation Date "); and

WHEREAS, the Parties desire to settle and compromise any and all claims and differences between them, including, but not limited to, those arising from Employee's employment with and termination from the Company; and

WHEREAS, the Parties wish to end the employment relationship amicably and to enter into certain covenants below to provide assurances and peace of mind to each Party.

NOW, THEREFORE, in consideration of the Recitals and the mutual promises, covenants, and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. **Employee's Release of Claims .**

(a) Employee, individually and on behalf of Employee's attorneys, heirs, assigns, successors, executors, and administrators, hereby GENERALLY RELEASES, ACQUITS, AND DISCHARGES the Company and its parents, subsidiaries, affiliated, and related corporations, firms, associations, partnerships, and entities, their successors and assigns, and the current and former owners, shareholders, directors, officers, employees, agents, attorneys, representatives, and insurers of said corporations, firms, associations, partnerships, and entities, and their guardians, successors, assigns, heirs, executors, and administrators (hereinafter collectively referred to as the " Company Releasees " and individually as a " Company Releasee ") from and against any and all claims, complaints, grievances, liabilities, obligations, promises, agreements, damages, causes of action, rights, debts, demands, controversies, costs, losses, and expenses (including attorneys' fees and expenses) whatsoever, under any local, state, or federal law, common or statutory -- including, but in no way limited to, claims arising under the United States and Texas Constitutions; **the Age Discrimination in Employment Act of 1967 (" ADEA ");** Title VII of the Civil Rights Act of 1964, as amended (including the Civil Rights Act of 1991); Sections 1981 through 1988 of Title 42 of the United States Code; the Americans with Disabilities Act of 1990, as amended by the Americans with Disabilities Amendment Act; the Patient Protection and Affordable Care Act of 2010; the Employee Retirement Income Security Act of 1974, (" ERISA "), as amended; the Occupational Safety and Health Act, as amended; the Worker Adjustment and Retraining Notification Act (" WARN "); the Consolidated Omnibus Budget Reconciliation Act (" COBRA "); the Texas Commission on Human Rights Act; the Texas Payday Act; Section 451.001 of the Texas Workers Compensation Act; the *Sabine Pilot* doctrine and/ or any other claims, including claims in equity or at law -- for any actions or omissions whatsoever, whether known or unknown and whether connected with the employment relationship between Employee and the Company that existed or may have existed prior to, or contemporaneously with, the date Employee executes this Agreement (collectively, the " Employee Released Claim(s) "). **Employee agrees that this Agreement includes a release of any and all negligence claims, contractual claims (express and implied), wrongful discharge claims, fraud, misrepresentation, defamation, and claims of discrimination, harassment, or retaliation of every possible kind.**

(b) Employee understands that nothing in this Agreement is intended to interfere with or deter Employee's right to challenge the waiver of an ADEA claim or state law age discrimination claim or the filing of an ADEA charge or ADEA complaint or state law age discrimination complaint or charge with the EEOC or any state discrimination agency or commission or to participate in any investigation or proceeding conducted by those agencies. Further, Employee understands that nothing in this Agreement would require Employee to tender back the money received under this Agreement if Employee seeks to challenge the validity of the ADEA or state law age discrimination waiver, nor does the Employee agree to ratify any ADEA or state law age discrimination waiver that fails to comply with the Older Workers' Benefit Protection Act by retaining the money received under the Agreement. Further, nothing in this Agreement is intended to require the payment of damages, attorneys' fees or costs to the Company should Employee challenge the waiver of an ADEA or state law age discrimination claim or file an ADEA or state law age discrimination suit except as authorized by federal or state law.

(c) This release specifically excludes: (i) any claim which cannot be released by private agreement, such as workers' compensation claims, claims after the Effective Date of this Agreement (as defined below); (ii) the right to file administrative charges with certain government agencies; and (iii) any and all contractual and/or statutory rights Employee may have to be indemnified by the Company or any Releasee, by virtue or as a result of Employee's role as an executive and officer of the of the Company, for acts or omissions occurring during Employee's employment. In particular, nothing in this Agreement shall be construed to prohibit Employee from filing a charge with, making a complaint to, or participating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, or a comparable state or local agency, or to the Securities Exchange Commission or Internal Revenue Service. Employee agrees to waive the right to receive future monetary recovery directly from Employer, including Employer payments that result from any complaints or charges that Employee files with any governmental agency or that are filed on Employee's behalf.

(d) This general release covers both claims that Employee knows about and those that Employee may not know about, except that it does not waive any rights or claims, including claims under the ADEA that may arise after the Effective Date of this Agreement (as defined below). Employee further represents and warrants that: (i) Employee has been fully and properly paid for all hours worked, (ii) Employee has received all leave to which Employee is entitled in accordance with applicable law; and (iii) Employee has not suffered any on the job injury for which Employee has not already filed a claim. Employee further acknowledges, agrees and hereby stipulates that: (i) during Employee's employment with the Company, Employee was allowed to take all leave and afforded all other rights to which Employee was entitled under the Family and Medical Leave Act (" FMLA "); and (ii) the Company has not in any way interfered with, restrained or denied the exercise of (or attempt to exercise) any FMLA rights, nor terminated or otherwise discriminated against Employee for exercising (or attempting to exercise) any such rights.

2. **Nondisclosure .** Employee and the Company acknowledge and agree that Employee and the Company (which, for purposes of this paragraph, includes the Company's officers and directors) will keep any discussions leading up to or related to the entering of this Agreement STRICTLY AND COMPLETELY CONFIDENTIAL, and that Employee and the Company will not communicate or otherwise disclose such information to any employee of the Company (past, present, or future), or to any member of the general public, except as may be required by law or compulsory process; provided, however, that Employee may make such disclosures to the Employee's spouse, tax/financial advisors or legal counsel as long as they agree to keep the information confidential, and that the Company may make such disclosures to its managers, officers, and directors. If asked about any of such matters, Employee's response shall be limited to the following or words to this effect: "The Company conducted a restructuring of certain management positions and functions, and, in the course of that restructuring, the COO position was eliminated. As a result, we mutually agreed that I would resign my position so I could pursue other opportunities." For the avoidance of doubt, this paragraphs 2 and 3 are intended to cover, but are not limited to, communications with the media and independent investment research professionals who are working with, or on behalf of, expert networks. In the event of a breach of the confidentiality provisions set forth in this paragraph of the Agreement by Employee, the Company may suspend any payments due under this Agreement

pending the outcome of litigation regarding such claimed breach of this Agreement by Employee. The Parties agree that this paragraph is a material inducement to the Parties entering into this Agreement. Additionally, the Parties agree that a breach of this paragraph by a Party will cause the non-breaching Party irreparable harm and that the non-breaching Party may enforce this paragraph without posting a bond. Nothing in this Agreement is intended to or will be used in any way to limit Employee's rights to communicate with a government agency, as provided for, protected under or warranted by applicable law.

3. **Non-Disparagement**.

(a) Employee expressly acknowledges, agrees, and covenants that Employee will not make any negative public or private statements, comments, or communications in any form, oral, written, or electronic, which in any way could constitute libel, slander, or disparagement of the Company or any other Releasee or which may be considered to be derogatory or detrimental to the name or business reputation of the Company or any other Releasee; provided, however, that the terms of this paragraph shall not apply to communications between Employee and the Employee's spouse and/or clergy, or attorneys, which are subject to a claim of privilege existing under common law, statute, or rule of procedure.

(b) The Company expressly acknowledges, agrees, and covenants that neither the Company's CEO nor any of the member of the Company's Board of Directors will make any negative public or private statements, comments, or communications in any form, oral, written, or electronic, which in any way could constitute libel or slander of Employee; provided, however, that the terms of this paragraph shall not apply to communications within the Company and/or between the Company and its financial and/or tax advisors, and attorneys, which are subject to a claim of privilege existing under common law, statute, or rule of procedure.

(c) The Parties agree that this paragraph is a material inducement to the Parties entering into this Agreement. Additionally, the Parties agree that a breach of this paragraph by a Party will cause the non-breaching Party irreparable harm and that the non-breaching Party may enforce this paragraph without posting a bond.

4. **Consideration**. In exchange for Employee executing and not revoking the general release set forth in this Agreement and other valuable consideration given and received by the Parties, the Parties agree as follows:

(a) The Company will pay to Employee the gross amount of Two Hundred Seventeen Thousand Eight Hundred Twelve Dollars and no/100 cents ($217,812.00), subject to applicable payroll taxes and withholding ("Separation Payment"). This Separation Payment will be paid on the Company's regular payroll schedule over a period of six (6) months ("Severance Period"). The first Separation Payment shall be paid to Employee in the first regularly scheduled payroll period following expiration of the 21 day and 7 day revocation periods, provided Employee has executed and not revoked this Agreement and is otherwise in compliance with this Agreement.

(b) If, after 90 days following the Separation Date, Employee has not obtained employment or an engagement as an independent contractor on a full-time basis in a position substantially similar to the position Employee held with the Company immediately prior to the Separation Date in terms of responsibility and compensation, the Company will pay to Employee the gross amount of Two Hundred Seventeen Thousand Eight Hundred Twelve Dollars and no/100 cents ($217,812.00), subject to applicable payroll taxes and withholdings ("Extended Separation Payment"). This Extended Separation Payment will be paid on the Company's regular payroll schedule over a period of six (6) months ("Extended Severance Period"). The first Extended Separation Payment shall be paid to Employee on the first regularly scheduled payroll in the month following the last Separation Payment made pursuant to paragraph 4(a) above, provided Employee is otherwise in compliance with this Agreement.

(c) The Company will pay to Employee the gross sum of Fifteen Thousand Dollars and no/100 ($15,000.00) , subject to applicable payroll taxes and withholdings (" Enhanced Severance ") , within seven (7) business day s of the Effective Date of this Agreement (as defined below) , provided Employee has e xecuted and not revoked this Agreement and is otherwise in compliance with this Agreement.

(d) Provided Employee timely and properly elects continued coverage under the Company's group health plan pursuant to COBRA following the Separation Date, the Company agrees to pay on Employee's behalf an amount equal to the amount the Company previously paid as the Company portion of Employee's monthly premiums for health benefits, until the earliest of (1) the date on which Employee obtains either (i) employment with an employer or (ii) an independent contractor engagement with a service recipient, either of which that offer health benefits to Employee; (2) the expiration of 12 months following the Separation Date; or (3) the date on which Employee is no longer entitled to COBRA continuation coverage under the Company's group health plan but in no event longer than 12 months; provided, however, that the Company may unilaterally amend this paragraph 4(d) or eliminate the benefit provided thereunder to the extent it deems necessary to avoid the imposition of excise taxes, penalties or similar charges on the Company or its affiliates (or any of their successors), including, without limitation, under Section 4980D of the Internal Revenue Code of 1986, as amended.

(e) During the Severance Period and the Extended Severance Period (as applicable), Employee agrees to provide the Company with written notice of her acceptance of any new employment or engagement as an independent contractor not later than five (5) business days after her acceptance of same. Notice shall be sent to Bridgett Zeterberg, Sr. Vice President and General Counsel, Tuesday Morning, Inc., 6250 LBJ Freeway, Dallas, Texas 75240, email: bzeterberg@tuesdaymorning.com .

(f) Employee acknowledges and agrees that the Separation and Extended Separation Payments referenced in paragraphs 4(a), 4(b), 4(c) and 4(d) constitute new and adequate consideration to support the release set forth in this paragraph 1 of this Agreement and fully compensate Employee for the claims Employee is releasing. For purposes of this paragraph, " Consideration " means the payments and benefits set forth in paragraph 4(a), 4(b), 4(c) and 4(d), which are payments and benefits to which Employee is not already entitled.

(g) Unless already provided, Employee agrees to return to the Company all Company-owned property, equipment and documents (paper and electronic) no later than January 16, 2017, and will not maintain copies of the same in any form, whether tangible or intangible.

5. **Non-Solicitation or Hiring** . Employee agrees that Employee shall not, directly or indirectly, for a period of twelve (12) months from the Separation Date, hire, solicit, interfere with, induce or attempt to hire, solicit, interfere with or induce, engage or hire, on behalf of the Employee or any other person or entity, any person who is an employee of the Company or who was employed by the Company within the preceding 12 months.

6. **Cooperation** . Employee agrees to cooperate reasonably with the Company in connection with any Company-related matters for which Employee's involvement or input is requested and, specifically including any attorney or other consultant retained by the Company, pending or future litigation, arbitration, business, or investigatory matter. The Parties acknowledge and agree that such cooperation may include, but shall in no way be limited to, Employee being available for interview by the Company, or any attorney or other consultant retained by the Company, and providing to the Company any documents in Employee's possession or under Employee's control. The Company agrees to provide Employee with reasonable notice of the need for assistance when feasible and reimburse Employee for reasonable, agreed-upon expenses (for example, parking, required travel etc.) incurred in association with such cooperation.

7. **Company Trade Secret Protection** . Employee acknowledges that during Employee's employment, Employee has had access to and become familiar with various trade secrets and proprietary and confidential information of the Company, its subsidiaries and affiliates, including, but not limited to, operations,

procedures, computer systems, customer information, pricing techniques, methods of doing business, merchandise, marketing plans, pending and/or planned Company transactions, financial and accounting information, policies and practices, employee salary and benefit information and other confidential information (collectively, referred to as " Trade Secrets ") that are owned by the Company , its subsidiaries and/or affiliates and regularly used in the operation of its business, and as to which the Company , its subsidiaries and/or affiliates take precautions to prevent dissemination to persons other than certain directors, officers and employees. Employee acknowledges and agrees that the Trade Secrets (1) are secret and not known in the industry; (2) give the Company or its subsidiaries and/or affiliates an advantage over competitors who do not know or use the Trade Secrets; (3) are of such value and nature as to make it reasonable and necessary to protect and preserve the confidentiality and secrecy of the Trade Secrets; and (4) are valuable and special and unique assets of the Company or its subsidiaries and/or affiliates, the disclosure of which could cause substantial injury and loss of profits and goodwill to the Company or its subsidiaries and/or affiliates.

(a) All files, records, documents, information, data, and similar items relating to the business of the Company, whether prepared by Employee or otherwise coming into Employee's possession, remain the exclusive property of the Company, and in any event must be promptly delivered to the Company upon Employee's departure from the Company

(b) Employee represents and agrees that she has not improperly during her employment disclosed Company Trade Secrets and further agrees that she has not and will not following the Separation Date, directly or indirectly disclose Confidential Information, access the Company's computer systems, download files or information from the Company's computer systems or in any way interfere, disrupt, modify or change any computer program used by the Company or any data stored on the Company's computer system.

(c) Employee agrees that upon receipt of any formal or informal request, requirement, subpoena, process, or other action seeking Employee's direct or indirect disclosure or production of any Trade Secrets to any entity, agency, tribunal, or person, or in connection with a judicial, administrative or other proceeding, Employee shall promptly and timely notify the Company, and promptly and timely provide a description and, if applicable, hand deliver a copy of such request, requirement, subpoena, process or other action to the Company. In all such instances, Employee irrevocably nominates and appoints the Company (including any attorney retained by the Company) as Employee's true and lawful attorney-in-fact to act in Employee's name, place and stead to perform any act that Employee might perform to defend and protect against any disclosure of any Trade Secret. For purposes of this paragraph 7, this Agreement shall be considered a Trade Secret.

8. **Non-Admission** . By entering into this Agreement, the Company does not admit, and specifically denies, any violation of any contract (express or implied), local, state, or federal law, common or statutory. Neither the execution of this Agreement nor compliance with its terms, nor the consideration provided for herein shall constitute or be construed as an admission by the Company (or any of its agents, representatives, attorneys, or employers) of any fault, wrongdoing, or liability whatsoever, and Employee acknowledges and understands that all such liability is expressly denied. This Agreement has been entered into in release and compromise of claims as stated herein and to avoid the expense and burden of dispute resolution.

9. **No Knowledge of Violations** . Employee represents and warrants that Employee is not aware of any illegal acts committed by or on behalf of the Company and represents that if Employee is or had been aware of any such conduct that Employee has properly reported the same in accordance with the Company's policies. Employee further represents and warrants that Employee is not aware of (a) any violations, allegations or claims that the Company has violated any federal, state or foreign law of any kind, or (b) any facts or circumstances relating to any alleged violations, allegations or claims that the Company has violated any federal, state or foreign law of any kind, of which Employee has not previously made the Board of Directors of the Company aware.

10. **Severability** . If any provision or term of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised part of this Agreement; and the remaining

provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision or term there shall be added automatically as a part of this Agreement another provision or term as similar to the illegal, invalid, or unenforceable provision as may be possible and that is legal, valid, and enforceable.

11. **Entire Agreement** . This Agreement constitutes the entire Agreement of the Parties regarding the subject matter hereof, and supersedes all prior and contemporaneous negotiations and agreements, oral or written, express or implied, regarding the subject hereof. All prior and contemporaneous negotiations and agreements regarding the subject hereof are deemed incorporated and merged into this Agreement and are deemed to have been abandoned if not so incorporated. No representations, oral or written, are being relied upon by any party in executing this Agreement other than the express representations of this Agreement. This Agreement cannot be changed or terminated without the express written consent of the Parties. The rights under this Agreement may not be assigned by Employee, unless the Company consents in writing to said assignment. Employee represents that Employee has not assigned any of the claims related to the matters set forth herein.

12. **Governing Law; Venue** . This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Texas without regard to the conflicts of laws provisions of Texas law, or of any other jurisdiction, except where preempted by federal law. All parties hereto hereby irrevocably submit to the nonexclusive jurisdiction of the state and federal courts of the State of Texas and agree and consent that service of process may be made upon them in any proceeding arising out of this Agreement by service of process as provided by Texas law and that any and all disputes arising under or related to this Agreement shall be brought in Dallas County, Texas.

13. **No Waiver** . One or more waivers of a breach of any covenant, term, or provision of this Agreement by any party shall not be construed as a waiver of a subsequent breach of the same covenant, term, or provision, nor shall it be considered a waiver of any other then existing or subsequent breach of a different covenant, term, or provision.

14. **Important Notice Regarding Release of Claims Under the Age Discrimination in Employment Act of 1967 ("ADEA"):** Without in any way limiting the generality or scope of the Release of Claims set forth in paragraph 1, Employee hereby acknowledges that Employee knowingly and voluntarily enters into this Agreement with the purpose of waiving and releasing any age discrimination claims she may have under the Age Discrimination in Employment Act of 1967 (" ADEA "), and acknowledges and agrees that:

(a) This Agreement is written in a manner in which Employee fully understands; Employee specifically waives any rights or claims arising under the ADEA;

(b) This Agreement does not waive rights or claims under the ADEA that may arise after the date this Agreement is executed;

(c) The rights and claims waived in this Agreement are in exchange for consideration over and above anything to which Employee is already entitled;

(d) Employee has been advised in writing to consult with an attorney prior to executing this Agreement, and has, in fact had an opportunity to do so;

(e) Employee has been given a period of up to at least twenty-one (21) days, if desired, within which to consider this Agreement;

(f) Once executed, the Employee has a period of seven (7) days within which she can revoke this Agreement ("Revocation Period"). If Employee chooses to revoke this Agreement, she must do so in writing, and the revocation must be addressed and delivered to Bridgett Zeterberg, Sr. Vice President and General Counsel, Tuesday Morning, Inc., 6250 LBJ Freeway, Dallas, Texas 75240, email: bzeterberg@tuesdaymorning.com before the expiration of the seven (7) day revocation period. If Employee delivers the revocation by hand, the revocation will be considered timely if

delivered to Br idgett Zeterberg of the Company , at the above address within 7 days of Employee's execution of this Agreement. If Employee delivers the revocation by mail or email , the revocation will be considered timely if it is mailed or emailed to Bridgett Zeterberg at the above address (es) and postmarked (as to mail) within seven (7) days of Employe e's execution of this Agreement; and

(g) Any changes made to this Agreement, whether material or immaterial, will not restart the running of this 21-day period.

15. **Effective Date** . The " Effective Date " of this Agreement is the date that is eight (8) days following the Revocation Date, so long as Employee has not revoked acceptance of this Agreement before such date.

16. **Separate Representation** . By executing this Agreement, Employee also acknowledges that Employee: (a) is not relying upon any statements, understandings, representations, expectations, or agreements other than those expressly set forth in this Agreement; (b) has made Employee's own investigation of the facts and is relying solely upon Employee's own knowledge and the advice of Employee's own legal counsel; and (c) knowingly waives any claim that this Agreement was induced by any misrepresentation or nondisclosure and any right to rescind or avoid this Agreement based upon presently existing facts, known or unknown. The Parties stipulate that each Party is relying upon these representations and warranties in entering into this Agreement. These representations and warranties shall survive the execution of this Agreement. The Parties represent that they have the sole and exclusive right and full capacity to execute this Agreement.

17. **Negotiation** . All terms and provisions of this Agreement, and the drafting of this Agreement, have been negotiated by the Parties at arm's length and to mutual agreement, with consideration by and participation of each, and no party shall be deemed the scrivener of this Agreement.

18. **Section 409A Compliance .**

(a) Notwithstanding any provisions of this Agreement to the contrary, to the extent (i) any payments to which Employee becomes entitled under this Agreement, constitute deferred compensation subject to Section 409A of the Internal Revenue Code of 1986, as amended (the " Code "), (ii) Employee is deemed at the time of such termination of employment to be a "specified employee" as defined in the applicable Final Treasury Regulations under Section 409A of the Code, or any successor provision thereto, and (iii) at the time of Employee's separation from service the Company is publicly traded (as defined in Section 409A of the Code) and the provisions of this Section 18(a) otherwise apply to Employee, then such payment or payments shall not be made or commence until the earliest of (x) the expiration of the six-month period measured from the date of Employee's Termination Date (or, if earlier, the date of death of Employee). Upon the expiration of the applicable deferral period, any payments which would have otherwise been made during that period (whether in a single sum or in installments) in the absence of this Section 18 shall be paid to Employee or Employee's beneficiary in one lump sum.

(b) It is intended that this Agreement comply with or be exempt from the provisions of Section 409A of the Code and the Final Treasury Regulations and guidance of general applicability issued thereunder so as to not subject Employee to the payment of additional interest and taxes under Section 409A of the Code, and in furtherance of this intent, this Agreement shall be interpreted, operated and administered in a manner consistent with these intentions.

(c) Notwithstanding any provision of this Agreement to the contrary, if the 28-day period (consisting of the 21-day review period plus the seven day revocation period) described in paragraph 14 of this Agreement commences in one taxable year and ends in another taxable year, the Separation Payment shall be paid beginning on the first regularly scheduled payday in the later taxable year.

(d) For purposes of Section 409A of the Code, each payment made under this Agreement shall be treated as a separate and distinct payment and the right to a series of installment payments under this Agreement shall be treated as the right to a series of separate and distinct payments.

PLEASE READ CAREFULLY. THIS CONFIDENTIAL RELEASE AGREEMENT INCLUDES THE RELEASE OF ALL CLAIMS AGAINST THE COMPANY , KNOWN OR UNKNOWN, THAT MAY HAVE OCCURRED AS OF THE DATE OF THIS AGREEMENT.

The Parties have signed this Agreement on the dates written by the signatures below, to be effective on the Effective Date. Notwithstanding any other provision in this Agreement, if Employee does not sign and deliver this Agreement to Bridgett Zeterberg on or before **21 days** following Employee's receipt of this Agreement, then this Agreement will be **null** and **void** , and Employee will **not** be entitled to the Consideration, or any other consideration described in this Agreement.

EXECUTED in Dallas, Texas on this 1 st day of February, 2017.

MELISSA PHILLIPS

/s/ Melissa Phillips__________________

EXECUTED in Dallas, Texas on this 1 st day of February, 2017.

TUESDAY MORNING, INC.

By: /s/ Steven R. Becker _______________

Its: Chief Executive Officer

EXHIBIT 31.1

CERTIFICATION

I, Steven R. Becker, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Tuesday Morning Corporation;
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: February 3, 2017

By: /s/ Steven R. Becker

Steven R. Becker

Chief Executive Officer

EXHIBIT 31.2

CERTIFICATION

I, Stacie R. Shirley, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Tuesday Morning Corporation;

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: February 3, 2017

By: /s/ Stacie R. Shirley
Stacie R. Shirley
Executive Vice President, Chief Financial Officer and Treasurer

EXHIBIT 32.1

CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER OF TUESDAY MORNING CORPORATION PURSUANT TO 18 U.S.C. §1350

I, Steven R. Becker, the Chief Executive Officer of Tuesday Morning Corporation, hereby certify that to the best of my knowledge and belief:

1. The quarterly report on Form 10-Q of Tuesday Morning Corporation for the period ended December 31, 2016 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the above-mentioned report fairly presents, in all material respects, the financial condition and results of operations of Tuesday Morning Corporation.

Date: February 3, 2017

By: /s/ Steven R. Becker
Steven R. Becker
Chief Executive Officer

EXHIBIT 32.2

CERTIFICATION OF THE CHIEF FINANCIAL OFFICER OF TUESDAY MORNING CORPORATION PURSUANT TO 18 U.S.C. §1350

I, Stacie R. Shirley, the Chief Financial Officer of Tuesday Morning Corporation, hereby certify that to the best of my knowledge and belief:

1. The quarterly report on Form 10-Q of Tuesday Morning Corporation for the period ended December 31, 2016 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the above-mentioned report fairly presents, in all material respects, the financial condition and results of operations of Tuesday Morning Corporation.

Date: February 3, 2017

By: /s/ Stacie R. Shirley
Stacie R. Shirley
Executive Vice President, Chief Financial Officer
and Treasurer