

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **April 15, 2015**

EVINE Live Inc.

(Exact name of registrant as specified in its charter)

Minnesota
(State or other jurisdiction of incorporation)

0-20243
(Commission File Number)

41-1673770
(IRS Employer Identification No.)

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

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

Not applicable
(Former name or former address, if changed since last report)

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

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

(c) Appointment of Penny Burnett as Senior Vice President & Chief Merchandising Officer

Penny Burnett has been appointed to serve as the Company's Senior Vice President & Chief Merchandising Officer, commencing April 20, 2015.

Ms. Burnett brings more than 20 years of merchandising experience to EVINE Live including traditional retail experience as well as merchandising and brand development consulting. She served as Vice President of Merchandising for Global Brands Group (a member of the Fung Group) for five years where she directly managed the merchandising strategy for new acquisitions and oversaw merchandising for the Kids' and Young Men's businesses. Prior to that, she was the Vice President of Sales and Merchandising for Guggenheim Partners on the Lionel brand and held key merchandising roles at both Macy's and Target Corporation. She will be relocating to the Company's headquarters in Minneapolis.

There are no arrangements or understandings between Ms. Burnett and any other person(s) pursuant to which Ms. Burnett was or is to be selected as an officer of the Company. There are no family relationships between Ms. Burnett and any other director, executive officer or person nominated or chosen by the Company to become a director or executive officer of the Company. There are no current or proposed transactions in which Ms. Burnett or any related person of Ms. Burnett has an interest that are required to be disclosed under Item 404(a) of Regulation S-K promulgated by the Securities and Exchange Commission.

In connection with her appointment, Ms. Burnett entered into an employment offer letter dated April 6, 2015 (the "Offer Letter"). The Offer Letter provides for an initial base salary of \$345,000 per year. Ms. Burnett will receive an award of restricted stock and options to purchase shares of the Company's common stock under the Company's 2011 Omnibus Incentive Plan with a fair value of approximately \$155,250. Ms. Burnett will also be eligible to participate in the Company's employee benefit programs offered to other senior executives. In addition, when Ms. Burnett relocates to the Eden Prairie, Minnesota area, she will be eligible to participate in the Company's executive relocation program.

Item 7.01. Regulation FD Disclosure.

On April 15, 2015, the Company issued a press release relating to the matters described under Item 5.02 above. A copy of the press release is filed as Exhibit 99.1 hereto.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

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

Exhibit No. Description

10.1	Employment Offer Letter, dated April 6, 2015, by and between EVINE Live Inc. and Penny Burnett.
99.1	Press Release, dated April 15, 2015.

SIGNATURES

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

Date: April 15, 2015

EVINE Live Inc.

By: /s/ Mark Bozek

Mark Bozek

Chief Executive Officer

EXHIBIT INDEX

No.	Description
10.1	Employment Offer Letter, dated April 6, 2015, by and between EVINE Live Inc. and Penny Burnett.
99.1	Press Release, dated April 15, 2015.

Personal and Confidential

April 6, 2015

Penelope Burnett
324 E 50th Street
New York, New York 10022

Dear Penny,

On behalf of EVINE Live Inc. (the "Company"), I am delighted to confirm our employment offer to you as follows:

TITLE, START DATE and RESPONSIBILITIES

Your title will be Senior Vice President, Chief Merchandising Officer and you will report to the Chief Executive Officer, currently Mark Bozek. Your first day of work will be April 20, 2015 (the "Start Date"). You will generally work out of the Company's Eden Prairie, Minnesota office, but you are expected to travel as required. As a Company employee, you will: (i) devote all of your business time and attention, your best efforts, and all of your skill and ability to promote the interests of the Company; (ii) carry out your duties in a diligent, competent, faithful and professional manner; (iii) work with other employees of the Company in a competent and professional manner; (iv) comply with all of the Company's policies, as in effect from time to time; and (v) generally promote the interests of the Company.

COMPENSATION

Base Salary: You will initially receive base salary at the rate of \$345,000.00 per year, less all applicable deductions and withholdings. Such salary will be paid in accordance with the Company's regular payroll practices. Your salary will be reviewed from time to time in accordance with Company policy.

Discretionary Annual Bonuses: You will be eligible for annual discretionary bonuses, which shall be based on your performance, the Company's performance, and such other factors as determined by the Company, with a target bonus of 40% of your annual salary and a maximum bonus of 80% of your annual salary. Whether or not any bonus payment will be made to you, and, if so, in what amount, will be determined by the Company's Board of Directors (the "Board") in its sole discretion, and any bonus is subject to the terms and conditions established by the Board. Your bonus eligibility begins with respect to the 2015 fiscal year, and will be prorated based on your Start Date. In order to be eligible for any bonus, you must be an active employee at, and not have given or received notice of termination of your employment prior to, the time of the payment of such bonus. Please note that payment of a bonus in any year or years does not in any way guarantee payment of a bonus in any other year or years.

Long-Term Incentive Awards : Subject to approval by the Board and your execution of written award agreements provided by the Company, you will be awarded a long-term incentive equity grant with a grant date fair market value of \$155,250.00. The form of the grant will be split between restricted stock and options to purchase shares of the Company's common stock. This long-term incentive award will be subject to the terms and conditions set forth in the written award agreements and the terms and conditions applicable in the Company's 2011 Omnibus Incentive Plan. In addition, commencing in fiscal year 2016, you will be eligible for annual grants of equity or other long-term incentive awards based, in the sole discretion of the Board, upon such terms and conditions as determined by the Compensation Committee of the Board and as set forth in any written award agreement and any applicable plan.

BENEFITS

You are eligible to participate in any present or future employee benefit programs established by the Company for its employees generally or for all employees at your organizational level, subject to the Company's right to modify or terminate such benefit plans or programs at any time in its sole discretion and subject to the eligibility requirements and rules of each such plan or program. Based on your start date, you will be eligible to enroll in the Company's health insurance plans as of June 1, 2015, provided that you enroll within 31 days of such date.

You will also be eligible for paid time off in accordance with Company policy, as in effect from time to time. Under current Company policy, based on your scheduled hours and Start Date, (i) you will be eligible for 120 of hours of paid vacation during 2015, and will be eligible for 160 of hours per calendar year starting in 2016, and (ii) you will be eligible for 2 floating holidays in 2015, and 2 floating holidays starting January 1, 2016. Paid time off does not carry over from year to year and you will not be paid for unused paid time off at any time, including upon termination of employment.

Relocation Reimbursement : Provided you relocate to the Eden Prairie, MN area within five (5) months following your Start Date, you are eligible to receive the Company's Executive Relocation package. Details of that Program are set forth in the EVINE Live Relocation Handbook. If within two (2) years following the Start Date you voluntarily resign from the Company or your employment is terminated by the Company for cause (as defined below), within thirty (30) days following the termination date, you will be required to repay to the Company the relocation payments paid to you or on your behalf multiplied by a fraction the numerator of which is 730 minus the number of days you were employed by the Company and the denominator of which is 730. Except as prohibited by applicable law, you authorize the Company to offset all or part of any such repayment against any payments the Company may owe to you at the time of termination.

Severance :

If your position is terminated by the Company without Cause (as defined below), you will be eligible to receive six (6) months of base salary and six (6) months subsidized medical coverage under COBRA (employer portion). Any tax liability imposed on you or incurred by you in connection with any severance payment, including tax liability related to Section 280G, Section 4999 or Section 409A of the Internal Revenue Code, shall solely be your responsibility. All severance pay or additional benefits are conditioned upon your execution of, and compliance with, a separation agreement in a form prepared by the Company that includes a provision compliant with applicable laws in which you release the Company, and its affiliates, employees, officers, agents and all related parties from any and all claims against them.

CAUSE

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

EMPLOYMENT AT WILL

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

PROTECTIVE COVENANTS

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

TERMS OF OFFER

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

MISCELLANEOUS

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

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

Sincerely,

Jaime Nielsen
Vice President, Human Resources

Enclosure

I confirm my acceptance of employment with EVINE Live Inc., subject to the terms and conditions set forth above.

/s/ Penelope Burnett _____ 4/6/2015 _____
Penelope Burnett Date

EVINE Live Inc. Names Penny Burnett as Chief Merchandising Officer

MINNEAPOLIS, MN – April 15, 2015 – EVINE Live Inc. (NASDAQ: EVLV), a digital commerce company formerly known as ShopHQ (www.evine.com), announced today that Penny Burnett has been named Senior Vice President & Chief Merchandising Officer, starting April 20. Burnett will report to Mark Bozek, CEO of EVINE Live Inc.

Burnett brings more than 20 years of merchandising experience to EVINE Live including traditional retail experience as well as merchandising and brand development consulting.

“I believe Penny’s strong track record building businesses across broad categories of product positions her well to lead EVINE Live’s efforts to expand our roster of proprietary brands and diversify our product mix,” said Bozek. “Penny’s retail and wholesale experience and her proven ability to drive both top line sales and profit should further our growth strategy.”

“I could not be more thrilled to join the EVINE Live family. As a merchant, it's exciting to join a company distinguished for its vibrant approach to a wide range of products,” said Burnett. “The future of EVINE Live is very exciting and I'm looking forward to joining a top-notch leadership team in such a dynamic organization poised for growth.”

Burnett served as Vice President of Merchandising for Global Brands Group (a member of the Fung Group) for five years where she directly managed the merchandising strategy for new acquisitions and oversaw merchandising for the Kids’ and Young Men’s businesses. Prior to that, she was the Vice President of Sales and Merchandising for Guggenheim Partners on the Lionel brand and held key merchandising roles at both Macy’s and Target Corporation. She will be relocating to the company’s headquarters in Minneapolis.

About EVINE Live Inc.

EVINE Live Inc. is a digital commerce company that offers customers multiple ways to shop and interact via TV, online and on mobile devices in the merchandise categories of Home, Beauty, Health & Fitness, Fashion & Accessories, Jewelry & Watches and Consumer Electronics. Under the leadership of Mark Bozek, who took over as CEO in June 2014, the Company has begun its repositioning to a true digital commerce company. EVINE Live has access to 88 million cable and satellite television homes and also is available nationwide via live streaming at www.evine.com. Effective November 2014, the Company's name changed to EVINE Live Inc. and its NASDAQ trading symbol changed to EVLV.

Please visit www.evine.com/ir for more investor information.

Forward-Looking Information

This release may contain certain “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements may be identified by words such as anticipate, believe, estimate, expect, intend, predict, hope, should, plan, will or similar expressions. Any statements contained herein that are not statements of historical fact may be deemed forward-looking statements. These statements are based on management's current expectations and accordingly are subject to uncertainty and changes in circumstances. Actual results may vary materially from the expectations contained herein due to various important factors, including (but not limited to): consumer preferences, spending and debt levels; the general economic and credit environment; interest rates; seasonal variations in consumer purchasing activities; the ability to achieve the most effective product category mixes to maximize sales and margin objectives; competitive pressures on sales; pricing and gross sales margins; the level of cable and satellite distribution for our programming and the associated fees; our ability to establish and maintain acceptable commercial terms with third-party vendors and other third parties with whom we have contractual relationships, and to successfully manage key vendor relationships; our ability to manage our operating expenses and our working capital levels successfully; our ability to remain compliant with our long-term credit facility covenants; our ability to successfully transition our brand name; the market demand for television station sales; our management and information systems infrastructure; challenges to our data and information security; changes in governmental or regulatory requirements; litigation or governmental proceedings affecting our operations; significant public events that are difficult to predict, or other significant television-covering events causing an interruption of television coverage or that directly compete with the viewership of our programming; and our ability to obtain and retain key executives and employees. More detailed information about those factors is set forth in the Company's filings with the Securities and Exchange Commission, including the Company's annual report on Form 10-K, quarterly reports on Form 10-Q, and current reports on Form 8-K. You are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date of this announcement. The Company is under no obligation (and expressly disclaims any such obligation) to update or alter its forward-looking statements whether as a result of new information, future events or otherwise.

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