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

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**FORM 8-K**

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

Date of Report (Date of Earliest Event Reported):  
**December 26, 2012**

**USANA HEALTH SCIENCES, INC.**

(Exact name of registrant as specified in its charter)

**Utah**

(State or other jurisdiction of incorporation)

**0-21116**  
(Commission File No.)

**87-0500306**  
(IRS Employer Identification  
Number)

**3838 West Parkway Boulevard  
Salt Lake City, Utah 84120**  
(Address of principal executive offices, Zip Code)

Registrant's telephone number, including area code: **(801) 954-7100**

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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**Introductory Note**

On December 14, 2012, USANA Health Sciences, Inc. (the "Company") filed a Current Report on Form 8-K to announce, among other things, the resignation of Roy Truett as Chief Operating Officer of the Company. At the time of the Form 8-K filing, the Company and Mr. Truett had not yet agreed upon Mr. Truett's separation compensation. This amendment on Form 8-K/A is being filed to report that on December 21, 2012, the Company and Mr. Truett entered into two (2) agreements with regard to Mr. Truett's separation compensation. The disclosure concerning these agreements is set out below under Item 5.02 (e).

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

(e)

In connection with Mr. Truett's resignation, the Company and Mr. Truett entered into a Separation and Release of Claims Agreement dated December 21, 2012 (the "Separation Agreement") and an Amendment to Confidentiality, Non-Disclosure and Non-Solicitation Agreement dated December 21, 2012 (the "Amended Agreement"). Under the terms of these agreements, the Company and Mr. Truett have agreed, among other things, that Mr. Truett shall receive the following compensation, provided that he complies with the terms and conditions of each agreement:

- Separation pay equal to 50% percent of Mr. Truett's base salary, less applicable withholding taxes, which will be paid bi-weekly for six months in connection with Mr. Truett's non-competition covenants in the Amended Agreement. This separation payment will terminate in the event that the Company waives the non-competition covenants in favor of Mr. Truett;
- A lump sum payment of \$206,000 as a severance payment;
- A lump sum payment of \$190,000 in lieu of Mr. Truett's cash bonus under the Company's 2012 Executive Bonus Plan;
- Six months of continued medical and dental coverage, paid for by the Company, under COBRA; and
- An extension of certain outstanding stock-settled stock appreciation rights previously granted to Mr. Truett by the Company.

The Separation Agreement and Amended Agreement contain, among other things, customary non-disclosure, non-solicitation, non-disparagement and non-competition provisions in favor of the Company. In particular, the Amended Agreement prohibits Mr. Truett from competing against the Company for a period of six (6) months.

The foregoing summary is qualified in its entirety by the terms and conditions of the Separation Agreement and the Amended Agreement, which are incorporated herein by reference. A copy of the Separation Agreement is attached hereto as Exhibit 10.1 and the Amended Agreement is attached hereto as Exhibit 10.2.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

- 10.1 Separation and Release of Claims Agreement dated as of December 21, 2012 (the "Separation Agreement") by and between USANA Health Sciences, Inc. and Roy Truett.
- 10.2 Amendment to Confidentiality, Non-Disclosure and Non-Solicitation Agreement dated as of December 21, 2012 by and between USANA Health Sciences, Inc. and Roy Truett.

**SIGNATURES**

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

**USANA HEALTH SCIENCES, INC.**

**By:** /s/ Paul A. Jones  
Paul A. Jones, Chief Financial Officer

Date: December 26, 2012

## SEPARATION AND RELEASE OF CLAIMS AGREEMENT

This Separation and Release of Claims Agreement (the "Agreement") is entered into by USANA Health Sciences, Inc., a Utah corporation with its principal place of business at 3838 West Parkway Boulevard Salt Lake City, Utah 84120 ("USANA"), and Roy Truett, an individual who resides at 2306 Old Rosebud Lane, South Jordan, Utah 84095 ("Truett").

### RECITALS

- A. Prior to December 12, 2012 Truett was employed by USANA.
- B. Truett's employment with USANA was terminated effective December 12, 2012.
- C. Truett and USANA desire to resolve any and all disputes that may exist between them, whether known or unknown, including, but not limited to, disputes relating to Truett's employment with USANA and the termination of that employment by USANA. To that end, Truett and USANA agree as set forth below.

### AGREEMENT

- A. Truett and USANA acknowledge that Truett received a copy of this Agreement on December 12, 2012 and that Truett was given twenty-one days from that date, or until January 2, 2013, to determine whether to execute this Agreement.
- B. In consideration of Truett entering into this Agreement, USANA agrees to pay Truett severance pay of \$206,000.00, which is equal to Six (6) months of Truett's regular salary as of the date his employment was terminated. USANA will withhold from that amount applicable federal and state withholding taxes. Payment of this amount will be made as a lump sum payment after a 7-day rescission period.
- C. USANA agrees to provide, at its expense, six (6) months of continued medical coverage and dental coverage for Truett (until June 30, 2013) under the federal law known as COBRA. After that period has expired, Truett may elect to continue to receive medical and dental coverage under COBRA. However, if Truett elects to do so, he will be required to pay the premiums for such coverage. COBRA information will be mailed to Truett at his home mailing address. In addition, Truett will be eligible for outplacement services up to \$1,500 to be used with OCM Career Center or another outplacement service of his choice.
- D. In consideration of USANA entering into this Agreement, Truett agrees as follows:
  - 1. Truett acknowledges that the terms of this Agreement provide compensation and benefits to him that are greater than, and are in lieu of, those that might be available to him under any other agreements he may have with USANA or under any USANA severance or separation pay plans and programs for which he is eligible (collectively the "Other Agreements and Programs"). Truett acknowledges that he will not be entitled to, and does hereby waive, any compensation or benefits under the Other Agreements and Programs. Truett also acknowledges that this Agreement is intended to, and shall, supersede and replace the Other Agreements and Programs.

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  - 2. Truett hereby releases, acquits, waives and forever discharges USANA and each of USANA's parents, subsidiaries, affiliates, successors, assigns, agents, directors, officers, employees, representatives, attorneys and all persons acting by, through, under or in concert with any of them (the "Releasees"), from any and all Claims. As used herein, "Claims" means all liabilities, obligations, duties, undertakings, agreements, contracts, compensation, employee benefit plans, policies, practices, claims, charges, grievances, demands, charges of discrimination, accounts, costs, attorney's fees, expenses, liens and causes of action of every kind and nature whatsoever. The Claims include, without limitation, breach of implied or express contract, libel, slander, wrongful discharge or termination, discrimination claims arising under Title VII of the Civil Rights Act of 1964 (as amended), the Americans with Disabilities Act of 1990 (as amended), the Age Discrimination in Employment Act of 1967 (as amended) (the "ADEA"), the Utah Anti-Discrimination Act of 1965 (as amended), any other federal, state, or local law prohibiting age, race, religion, sex, national origin, disability and other forms of discrimination, or any other federal or state laws that may be applicable thereto, claims arising out of any legal restrictions on USANA's right to terminate its employees, and any tort claim or other claim arising out of the employment relationship between Truett and USANA or the termination of that relationship by USANA, whether now known or unknown, suspected or unsuspected, accrued or unaccrued, and whether now had, possessed or held or at any time in the past had, possessed or held. Truett specifically waives any and all claims for back pay, front pay, or any other form of compensation for services, except as set forth herein. Truett hereby waives any right to recover damages, costs, attorneys' fees, and any other relief in any proceeding or action brought against USANA by any other party, including without limitation the Equal Employment Opportunity Commission and the Utah Antidiscrimination and Labor Division, on Truett's behalf asserting any claim, charge, demand, grievance, or cause of action released by Truett as stated above. This release and waiver shall be binding on Truett and his heirs, legal representatives, and assigns, and shall inure to the benefit of USANA and its successors-in-interest and assigns. Notwithstanding the foregoing, Truett does not waive rights, if any; he may have to unemployment insurance benefits or workers' compensation benefits. Nothing in this paragraph prohibits Truett from paying COBRA premiums to maintain his participation, if any, in USANA's group health plan to the extent allowed by Truett and by the terms, conditions, and limitations of the health plan.
  - 3. Truett agrees that he will not at any time, directly or indirectly, without written authorization from USANA, make use of or disclose to any Person any business-related, proprietary, secret and/or confidential information, knowledge, trade secrets, or other confidential data relative to the business, products, services, practices, or customers of USANA coming within his possession

during his employment with USANA. Such information includes, but is not limited to, trade secrets, salaries, financial information, franchise information, marketing information, pricing, products, product lists, product mixes, recipes, sales information, personal employee information, or any other information of a similar confidential, sensitive or competitive nature. As used herein, "Person" means an individual, corporation, partnership, limited liability company, or other form of business entity. Truett acknowledges that nothing in this Agreement shall alter or affect his continuing obligations under any non-disclosure agreement or non-competition agreement he executed during his employment with USANA.

4. Truett represents and warrants that he has not filed any complaints, charges, or claims for relief against USANA or any other Release with any local, state or federal

2

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court or administrative agency which currently are outstanding. Truett agrees that if he has done so, he will forthwith dismiss all such complaints, charges and/or claims for relief with prejudice. Truett further agrees and covenants not to bring any complaints, charges or claims against USANA or any other Release with respect to any matters arising out of Truett's employment with USANA or the termination of that employment by USANA.

5. Truett represents and warrants that he has returned to USANA all documents, property and records owned by, belonging to or created by USANA, or any other Releasee, and all copies thereof (the "USANA Property"). Truett also represents and warrants that he has not retained any copies of any USANA Property and that he has no USANA Property in his possession, custody or control. The USANA Property includes, but is not limited to, keys, wares, products, complete and/or partial documents, correspondence, reports, memoranda, notes, software, lap top computers, cell phones, computer disks, manuals, computerized information and reports.

6. Truett agrees that he will keep strictly confidential, and will not disclose to any Person (except his spouse, accountant, financial planner, or attorney), the terms and circumstances relating to this Agreement and/or the termination of his employment with USANA.

7. Truett agrees that he will not disparage or criticize USANA or any other Releasee, or their products, services, practices, business affairs and/or financial condition, to any third person or entity.

8. Truett agrees that if he breaches any provision of this Agreement, he will not be entitled to, and therefore will not receive, any further monetary payments under this Agreement, and that he will be obligated to repay any monetary payments made to him under this Agreement.

9. Truett acknowledges and agrees that on December 20, 2012 USANA will pay to him (a) all compensation due for wages earned, less normal payroll deductions, (b) all amounts due for earned vacation (through December 20, 2012) pay less normal payroll deductions, (c) all other amounts due and owing to Truett by USANA. Truett agrees and acknowledges that the sums paid pursuant to this Agreement are in addition to any sums or payments to which he would be entitled without signing this Agreement.

E. Truett and USANA acknowledge that this Agreement does not constitute an admission of any fault, liability or wrongdoing by USANA or any other Releasee, nor an admission that Truett has any claim whatsoever against USANA or any other Releasee. USANA and all other Releasees specifically deny any liability to, or wrongful acts against, Truett.

F. Both Truett and USANA represent and warrant that they have not previously assigned, conveyed or pledged to any third person any claims released by this Agreement, and that they have full right and authorization to waive, relinquish and compromise those claims as set forth above.

G. Both Truett and USANA agree that this Agreement contains the entire agreement and understanding between them concerning the subject matter hereof, and that this Agreement

3

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supersedes and replaces all prior negotiations, proposed agreements, agreements or representations, whether written or oral, except those made under the Confidentiality, Non-Disclosure and Non-Solicitation Agreement entered into by the parties on June 28 2011 and the amendment thereto on December 13, 2012. USANA and Truett agree and acknowledge that neither USANA, Truett, nor any agent or attorney of either, has made any representation, warranty, promise or covenant whatsoever, express or implied, not contained in this Agreement, to induce the other to execute this Agreement.

H. Both Truett and USANA agree that each party shall bear their own attorneys' fees and costs incurred in connection with this Agreement.

I. Both Truett and USANA agree that this Agreement, and any claims related to this Agreement, and/or Truett's employment with USANA, whether sounding in tort, contract, or otherwise, shall be construed in accordance with the laws of the State of Utah.

J. Truett and USANA each agrees to submit to the jurisdiction of any state or federal court of the State of Utah in any action or proceeding arising out of, or related in any way to, this Agreement. Both Truett and USANA waive any right they may have to contest the personal jurisdiction of the courts of the State of Utah.

K. Both Truett and USANA agree that all claims of whatever type arising out of, or related in any way to, this Agreement, the employment relationship between Truett and USANA, or the termination of that relationship by USANA, shall be brought exclusively in a state or federal court in the State of Utah. Both Truett and USANA waive any defense of inconvenient forum to the maintenance of any action or proceeding so brought, and waive any bond, surety, or other security that might be required of any party. Truett and USANA each agree that if any action or proceeding arising out of, or related in any way to, this Agreement is brought in any other court or forum other than a state or federal court in the State of Utah, the action or proceeding shall be dismissed with prejudice and the party bringing the action or proceeding shall pay the other party's legal fees and costs.

L. Both Truett and USANA agree that in the event that a dispute shall arise concerning this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorneys' fees and costs incurred by the prevailing party in connection with such dispute, regardless of whether such dispute results in the filing of a lawsuit.

M. Truett acknowledges that he has read this Agreement carefully and that he fully understands this Agreement. Truett acknowledges that he has executed this Agreement voluntarily and of his own free will, and that he is knowingly and voluntarily releasing and waiving all Claims he may have against USANA and any other Releasee.

USANA Health Sciences, Inc.

Roy Truett

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

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**STATEMENT OF YOUR RIGHTS UNDER THE  
OLDER WORKERS BENEFIT PROTECTION ACT**

This Statement is part of an Agreement containing a waiver of rights and claims under the federal Age Discrimination in Employment Act of 1967 ("ADEA"). Your waiver of these rights must be knowing and voluntary, which means, as a minimum, that you understand that:

1. the waiver is part of an agreement between you and USANA Health Sciences, Inc. which is written so that you understand it;
2. the waiver specifically refers to rights or claims under ADEA;
3. you do not waive any rights or claims that may arise after the Agreement is executed by you;
4. your waiver is in exchange for consideration that is more valuable than what you are already entitled to;
5. you are advised to consult with an attorney prior to executing this Statement or the Agreement;
6. you have at least 21 days after receipt of this Statement and the Agreement to decide whether to execute it; and
7. you have 7 days after you execute the Agreement to revoke it, and the Agreement will not be enforceable until this 7-day period has expired.

Your signature below acknowledges that (a) you understand the above points, and, therefore, your waiver of your rights and claims under ADEA is knowing and voluntary; and (b) if you receive any sum under the Agreement and you later revoke it, that you must repay USANA Health Sciences, Inc. for all sums received by you under the Agreement as to which you are not otherwise entitled.

Dated this 21<sup>st</sup> day of December, 2012.

\_\_\_\_\_  
Roy Truett

**AMENDMENT TO CONFIDENTIALITY, NON-DISCLOSURE AND  
NON-SOLICITATION AGREEMENT**

This Amendment to Confidentiality, Non-Disclosure and Non-Solicitation Agreement (the "Amendment") is entered into this 21<sup>st</sup> day of December, 2012, between Roy Truett ("Employee"), and USANA Health Sciences, Inc., a Utah corporation ("USANA").

WHEREAS, the USANA and Employee entered into a Confidentiality, Non-Disclosure and Non-Solicitation Agreement on June 28, 2011 (the "Agreement"); and

WHEREAS, USANA and Employee desire to amend certain provisions of the Agreement as set forth in this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Section 5 of the Agreement is hereby amended and replaced in its entirety with the following provision:

5. Non-Competition. In exchange for the benefits of continued employment, I agree not to accept employment with, engage in or participate, directly or indirectly, individually or as an officer, director, employee, shareholder, consultant, partner, joint venture, agent, equity owner, distributor or in any other capacity whatsoever, with any direct sales or multi-level marketing company that competes with USANA, whether for market share of products or for distributors in territory in which USANA is doing business. The restrictions set forth in this paragraph shall remain in effect during my employment with USANA and during a period of 6 months following the termination of my employment.

As consideration for Employee's covenants in this paragraph, USANA shall pay Employee the following compensation:

- (i) A sum equal to \$190,000, less applicable withholding taxes, payable on December 31, 2012 if documents are signed and received by December 21, 2012 or on February 13, 2013 if documents are signed and received after December 21, 2012; and
- (ii) The remaining 16,500 Stock-Settled Stock Appreciation Rights ("SSAR's") granted to Employee's under Employee's Stock-Settled Stock Appreciation Right Award Agreement dated July 21, 2008 (the "Award Agreement"), shall continue to vest on July 21, 2013 and shall not expire (and remain exercisable) until October 21, 2013; and
- (iii) A sum equal to fifty percent of Employee's base salary at termination of employment, less applicable withholding taxes and excluding all incentive compensation and other benefit payments

will be paid bi-weekly for six months with last payment being made June 14, 2013. If prior to June 14, 2013 Employee receives employment with a company for which written notice from USANA stating company will be excluded from the non-compete agreement, payments for the non-compete agreement will discontinue at the date of employment with the new company.

2. The following paragraph shall be added as Section 9 of the Agreement:

9. Performance. Employee agrees that if he criticizes or disparages USANA or any of its employees or breaches any provision of the Agreement or the Separation and Release of Claims Agreement dated the 21<sup>st</sup> day of September, 2012 (the "Separation Agreement"), he will not be entitled to, and therefore will not receive, any further benefits including monetary payments under this Agreement, and that he will be obligated to repay any monetary payments made to him under this Agreement. Acceptance by Employee of employment with a direct selling company will not be deemed a violation of the non-competition provision of the Agreement if USANA, in its sole discretion, advises employee in writing that it is waiving the non-competition provision in paragraph 5 in regards to that specific employment opportunity.

3. USANA and Employee agree that all of the other terms and conditions of the Agreement, and the Award Agreement, shall remain unchanged.

4. The parties agree that this Amendment, along with the Separation Agreement, contain the entire agreement and understanding of the parties concerning the subject matter hereof, and that this Agreement supersedes and replaces all prior negotiations, proposed agreements, agreements or representations, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed the day and year first above written.

COMPANY: **USANA HEALTH SCIENCES, INC.**,  
a Utah corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EMPLOYEE: \_\_\_\_\_  
Roy Truett

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