
Section 1: 8-K (8-K)

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): July 10, 2017 (July 5, 2017)



Vista Outdoor Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other
jurisdiction of incorporation)

1-36597

(Commission File Number)

47-1016855

(IRS Employer
Identification No.)

**262 N University Drive
Farmington, UT**

(Address of principal executive offices)

84025

(Zip Code)

Registrant's telephone number, including area code: **(801) 447-3000**

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))

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

On July 10, 2017, the Board of Directors of Vista Outdoor Inc. (“Vista Outdoor” or the “Company”) announced that it has elected Michael Callahan, the Company’s current Lead Independent Director, to serve as interim Chairman and Chief Executive Officer effective July 11, 2017, replacing Mark W. DeYoung. Mr. DeYoung has elected to retire from the Company’s Board of Directors and role as Chief Executive Officer, effective July 11, 2017 (the “Retirement Date”).

Mr. Callahan, age 67, has more than 40 years of experience in the sporting goods industry, and has served as Lead Independent Director of Vista Outdoor since the Company spun off from ATK in February 2015. He has been the President and Chief Executive Officer of Aspen Partners, a Utah-based consultant to the outdoor sporting industry, since 2008. From 1990 until his retirement in 2008, Mr. Callahan served in various merchandising, marketing, management and senior executive positions with Cabela’s, Inc., most recently as Senior Vice President Business Development & International Operations where he was responsible for M&A and spearheaded Cabela’s expansion into Canada. Mr. Callahan is a member of the Board of the Midway USA Foundation and formerly served as a member of the Board of Bushnell Outdoor Products, Chairman of the Congressional Sportsmen’s Foundation and Vice Chairman of the Outdoor Business Council of the US Sportsmen’s Alliance.

In connection with Mr. DeYoung’s retirement, the Company has entered into a Waiver and General Release Agreement with Mr. DeYoung (the “Agreement”). In exchange for his waiver of claims against the Company, the Agreement provides Mr. DeYoung a lump-sum cash payment in an amount equal to his current base salary (\$1,081,500); a pro-rata portion of his annual bonus (based on the Company’s actual performance for the entire fiscal year); accelerated vesting of his outstanding time-based restricted stock, restricted stock unit and stock option awards that would have vested had he remained employed by the Company for 12 months following his Retirement Date; a pro rata portion of his performance-based long-term incentive awards that would have vested on the next vesting date based on actual performance; company-paid COBRA premiums under Vista Outdoor’s health and welfare plans until 18 months following the Retirement Date; and the ability for Mr. DeYoung to participate in the Company’s Employee Purchase Program as if he remained an employee of the Company. The Employee Purchase Program allows all employees of the Company to purchase Company products at a discount. The foregoing description of the Agreement does not purport to be complete and is qualified in its entirety by reference to the Agreement filed as exhibit 10.1 hereto and incorporated by reference herein.

At the time of filing, the Company has not finalized a compensatory arrangement with Mr. Callahan in connection with his appointment to the position of interim Chairman and Chief Executive Officer. The entry of the Company of any such material compensatory or other arrangements with Mr. Callahan will be filed by the Company with the Securities and Exchange Commission.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Waiver and General Release Agreement, dated as of July 10, 2017 between Vista Outdoor Inc. and Mark W. DeYoung.
99.1	Press release, dated July 10, 2017.

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.

VISTA OUTDOOR INC.

By: /s/ Scott D. Chaplin

Name: Scott D. Chaplin

Title: Senior Vice President, General Counsel and Secretary

Date: July 10, 2017

EXHIBIT INDEX

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[\(Back To Top\)](#)

Section 2: EX-10.1 (EXHIBIT 10.1)

Exhibit 10.1

Waiver and General Release Agreement

Waiver and General Release (this “Release”), dated as of July, 10, 2017, between Mark W. DeYoung (“Employee” or “you”) and VISTA OUTDOOR INC. (the “Company”) on behalf of itself and its past and/or present parent entities, and its or their subsidiaries, divisions, affiliates and related business entities, predecessors, successors and assigns, assets, employee benefit plans or funds, and any of its or their respective past and/or present directors, officers, fiduciaries, agents, trustees, administrators, attorneys, employees and assigns, whether acting as agents for the Company or in their individual capacities (collectively, the “Company Entities”).

1. Concluding Employment. You acknowledge your separation from employment with the Company effective July, 11, 2017 (the “Separation Date”), and that as of the Separation Date you hereby resign from your positions as, and after the Separation Date you shall not represent yourself as being, a director, officer, employee, agent or representative of any Company Entity for any purpose. The Separation Date shall be the termination date of your employment for all purposes including participation in and coverage under all benefit plans and programs sponsored by or through the Company Entities except as otherwise provided herein. Within 15 business days following the Separation Date, you will be paid for previously submitted unreimbursed business expenses (in accordance with usual Company guidelines and practices), to the extent not theretofore paid. In addition, you will be paid for any accrued but unused vacation days.

2. Severance Benefits. In exchange for your waiver of claims against the Company Entities, the Company agrees to pay or provide to you the following amounts and benefits, in addition to the Accrued Benefits (as such term is defined the Employment Agreement, dated as of December 18, 2014, between the Company and you (the “Employment Agreement”)):

(a) A lump-sum cash payment in an amount equal to your current base salary (\$1,081,500), payable on the 60th calendar day following the Separation Date.

(b) A lump-sum cash payment in an amount equal to the product of (i) the annual cash bonus that you would have earned for fiscal year 2018 (based on the Company’s actual performance for the entire fiscal year) and (ii) a fraction, the numerator of which is the number of days that have elapsed in fiscal year 2018 occurs as of the Separation Date, and the denominator of which is the total number of days in that fiscal year 2018, payable at such time as the Company makes annual bonus payments for fiscal year 2018 to its other executive officers.

(c) Accelerated vesting, as of the Separation Date, of your outstanding time-based restricted stock, restricted stock unit and stock option awards that would have vested had you remained employed by the Company for an additional 12 months following the Separation Date.

(d) Vesting of a pro-rated portion of your outstanding performance share awards as of the end of the applicable performance periods, with the number of shares vesting to be determined following the last day of the applicable performance

period for each such grant by

multiplying the number of shares that would otherwise have vested pursuant to the terms of such performance share award on the last day of the performance period based on the Company's actual performance during the performance period by a fraction, (i) the numerator of which is the number of days that have elapsed during the applicable performance period as of the Separation Date, and (ii) the denominator of which shall be the total number of days in the applicable performance period.

(e) In the event that you elect to receive health and dental continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1986, as amended ("COBRA"), the Company will pay the cost of such COBRA continuation coverage for 18 months following the Separation Date in an amount equal to the excess, if any, of the cost of such COBRA continuation coverage over the cost payable for health and dental benefits by active employees of the Company; provided that the Company's obligations pursuant to provide this benefit will cease upon you becoming eligible for substantially equivalent health and dental coverage from a subsequent employer.

(f) Following the Separation Date you will continue to be eligible to participate during your lifetime in the Company's Employee Purchase Program, in accordance with the terms and conditions thereof, which are subject to change or termination, as if you remained an employee of the Company. Nothing in this Release entitles you to the continued benefits of the Employee Purchase Plan in the event it is no longer available to employees of the Company generally.

Any outstanding unvested long-term incentive awards, regardless of form or when granted, that do not vest (or are not eligible to vest in the future) pursuant to clauses (c) and (d) above shall automatically terminate and be immediately forfeited as of the Separation Date. All of your vested stock options (including those as to which vesting accelerates pursuant to clause (c) above) will remain exercisable for 90 days following the Separation Date (or if earlier, until the applicable expiration date thereof) and then will automatically terminate and be forfeited to the extent unexercised. RSUs that become vested pursuant to clause (c) above will be settled no later than the 60th calendar day following the Separation Date, and performance share awards that become vested pursuant to clause (d) above will be settled at the same time as such awards are paid to similarly situated executives.

3. Acknowledgement. You acknowledge and agree that the payment(s) and other benefits described in this Release: (a) are in full discharge of any and all liabilities and obligations of the Company Entities to you, monetarily or with respect to employee benefits or otherwise, including but not limited to any and all obligations arising under any alleged written or oral employment agreement, policy, plan or procedure of the Company Entities and/or any alleged understanding or arrangement between you and the Company Entities; and (b) exceed(s) any payment, benefit, or other thing of value to which you might otherwise be entitled under any policy, plan or procedure of the Company Entities and/or any agreement between you and the Company Entities.

4. General Release of Claims. Except as stated in Paragraph 6, you, for yourself and for your heirs, executors, administrators, trustees, legal representatives and assigns

(hereinafter referred to collectively as “Releasers”), hereby release and forever discharge the Company Entities from all claims and causes of action, which Releasers ever had, now have, or may have against the Company Entities, whether you currently have knowledge of such claims and causes of action, arising, or which may have arisen, out of or in connection with your employment or termination of employment with the Company. This includes, but is not limited to claims, demands or actions arising under any federal or state law such as the Age Discrimination in Employment Act (“ADEA”), the Older Workers Benefit Protection Act (“OWBPA”), Title VII of the Civil Rights Act of 1964 (“Title VII”), the Americans with Disabilities Act (“ADA”), the Family Medical Leave Act (“FMLA”), the Employee Retirement Income Security Act of 1978 (“ERISA”), the Worker Adjustment Retraining and Notification Act (“WARN”), the Fair Labor Standards Act (“FLSA”), the National Labor Relations Act (“NLRA”), the Occupational Safety and Health Act (“OSHA”) and the Rehabilitation Act, all as amended.

This Release includes any state human rights or fair employment practices act, or any other federal, state or local statute, ordinance, regulation or order regarding conditions of employment, compensation for employment, termination of employment, or discrimination or harassment in employment on the basis of age, gender, race, religion, disability, national origin, sexual orientation, or any other protected characteristic, and the common law of any state.

You further understand that this Release extends to all claims that Releasers may have as of this date against the Company Entities based upon statutory or common law claims for breach of contract, breach of employee handbooks or other policies, breach of promises, fraud, wrongful discharge, defamation, emotional distress, whistleblower claims, negligence, assault, battery, or any other theory, whether legal or equitable.

You agree that this Release includes all damages available under any theory of recovery, including, without limitation, any compensatory damages (including all forms of back-pay or front-pay), attorneys’ fees, liquidated damages, punitive damages, treble damages, emotional distress damages, pain and suffering damages, consequential damages, incidental damages, statutory fines or penalties, and/or costs or disbursements. Except as stated in Paragraph 6, Releasers are completely and fully waiving any rights under the above stated statutes, regulations, laws, or legal or equitable theories.

5. Breach of General Release of Claims. If you breach any provision of the General Release of Claims provided in Paragraph 4, then you will not be entitled to, and shall return, 75% of the value of the severance benefits provided in Paragraph 2. The Company will be entitled to attorney’s fees and costs incurred in its defense including collecting the repayment of applicable consideration. Such action on the part of the Company will not in any way effect the enforceability of the Restrictive Covenants provided in Appendix I to the Employment Agreement, which are adequately supported by the remaining severance benefits provided in Paragraph 2.

6. Exclusions from General Release. You are not waiving your right to enforce the terms of this Release or to challenge the knowing and voluntary nature of this Release under the ADEA as amended; or your right to assert claims that are based on events that happen after this

Release becomes effective. You agree that the Company reserves any and all defenses, which it has or might have against any claims brought by you. This includes, but is not limited to, the Company's right to seek available costs and attorneys' fees, and to have any money or other damages that might be awarded to you, reduced by the amount of money paid to you pursuant to this Release and Section 5 of the Employment Agreement. Nothing in this Release interferes with your right to file a charge with the Equal Employment Opportunity Commission ("EEOC"), or to participate in an EEOC investigation or proceeding. Nevertheless, you understand that you have waived your right to recover any individual relief or money damages, which may be awarded on such a charge. In addition, nothing in this Release interferes with or waives (a) your rights under applicable whistleblower statutes, regulations and rules (including Rule 21F under the Exchange Act), including rights to receive rewards thereunder, (b) your rights, if any, to the Accrued Benefits (as defined in the Employment Agreement), severance, accelerated vesting of long-term incentive awards and other related post-employment benefits expressly provided in Section 5 of the Employment Agreement, (c) your vested benefits under any employee pension or welfare benefit plan in which you participated as an employee of the Company, (d) your right to COBRA (as defined in the Employment Agreement) continuation coverage under the Company's group health plan, (e) your right, if any, to continuing indemnification as expressly provided in Section 3(g) of the Employment Agreement and (f) your right to file any claims you may have for worker's compensation or unemployment benefits.

7. Right to Revoke. This Release does not become effective for a period of fifteen (15) days after you sign it, and you have the right to cancel it during that time. Any decision to revoke this Release must be made in writing and hand-delivered to the Company or, if sent by mail, postmarked within the fifteen (15) day time period and addressed to the General Counsel and Corporate Secretary. You understand that if you decide to revoke this Release, you will not be entitled to any severance benefits provided in Paragraph 2.

8. Unemployment Compensation Benefits. If you apply for unemployment compensation, the Company will not challenge your entitlement to such benefits. You understand that the Company does not decide whether you are eligible for unemployment compensation benefits, or the amount of the benefit.

9. No Wrongdoing. By entering into this Release, the Company does not admit that it has acted wrongfully with respect to your employment or that you have any rights or claims against it.

10. Choice of Law and Venue. The terms of this Release will be governed by the laws of Utah (without regard to conflict of laws principles). Any legal action to enforce this Release shall be brought in the state courts of Utah, located in Salt Lake City, Utah.

11. Severability. If any of the terms of this Release are deemed to be invalid or unenforceable by a court of law, the validity and enforceability of the remaining provisions of this Release will not in any way be affected or impaired thereby. Further, if a court should determine that any portion of this Release is overbroad or unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unreasonable.

12. No Assignment. This Release is personal to you and you cannot assign it to any other person or entity.

13. Attorneys' Fees. You understand that you are responsible to pay your own costs and attorneys' fees, if any, that you incurred in consulting with an attorney about this Release.

14. Entire Agreement. Except for those provisions of the Employment Agreement specifically referenced in Paragraph 6 as surviving this Release, this Release constitutes the entire agreement between the Company and you regarding the subject matter included in this document. You agree that there are no promises or understandings outside of this Release, except with respect to your continuing obligations not to reveal the Company's proprietary, confidential, and trade secret information, as well as your obligations to maintain the confidentiality of secret information. This Release supercedes and replaces all prior or contemporaneous discussions, negotiations or general releases, whether written or oral, except as set forth herein. Any modification or addition to this Release must be in writing, signed by an officer of the Company and you.

15. Eligibility and Opportunity to Review. You certify that you are signing this Release voluntarily and with full knowledge of its consequences. You understand that you have at least twenty-one (21) days from the date you received this Release to consider it, and that you do not have to sign it before the end of the twenty-one (21) day period. You are advised to use this time to consult with an attorney prior to executing this Release.

16. **Understanding and Acknowledgment.** **You understand all of the terms of this Release and have not relied on any oral statements or explanation by the Company. You have had adequate time to consult with legal counsel and to consider whether to sign this Release, and you are signing it knowingly and voluntarily.**

IN WITNESS WHEREOF, Employee has executed this Release by his signature below.

Date: July 10, 2017

/s/ Mark W. DeYoung
Mark W. DeYoung

[\(Back To Top\)](#)

Section 3: EX-99.1 (EXHIBIT 99.1)



NEWS RELEASE

Corporate Communications
262 N. University Dr.
Farmington, Utah 84025

Phone: 801-447-3000

For Immediate Release

Media Contact:

Amanda Covington

Phone: 801-447-3035

E-mail: media.relations@vistaoutdoor.com

Investor Contact:

Michael Pici

Phone: 801-447-3168

E-mail: investor.relations@vistaoutdoor.com

Vista Outdoor Announces Leadership Transition

Mark DeYoung Retires as Chairman and CEO

Lead Independent Director Michael Callahan to Serve as Interim Chairman and CEO

Company to Host Conference Call July 11

Farmington, Utah, July 10, 2017 - Vista Outdoor Inc. (NYSE: VSTO) announced today that Chairman and CEO Mark DeYoung is retiring from the Company and the Board of Directors, effective immediately. Michael Callahan, Vista Outdoor's Lead Independent Director, has been named Interim Chairman and CEO.

The Board of Directors is conducting a search for a permanent CEO and has retained a leading executive search firm to assist in the process. The Board intends to consider both internal and external candidates for the position.

"On behalf of the Board and the entire Vista Outdoor team, I'd like to thank Mark for his service and many contributions to the Company," said Michael Callahan. "Mark led the creation of the company that became Vista Outdoor, directed it through its successful spin-off from ATK, and grew it into a diversified global leader in outdoor recreation. Given the opportunities and challenges that come with significant change in our industry, and the likelihood that Mark would elect to retire at the end of his employment agreement, the Board and Mark mutually determined that now is the time for a new leader to guide Vista Outdoor in its next phase of growth. Therefore, we collectively agreed it was appropriate for Mark to accelerate his retirement plans and for us to begin the search for his replacement.

“I’m pleased to step into the role of Interim Chairman and CEO to help support a smooth transition of leadership while the Board conducts a thorough search for the Company’s next CEO. I look forward to working with the Company’s excellent team as we remain committed to providing our customers with innovative and high-quality products. We will also maintain our focus on expanding our brands’ e-commerce presence, reducing inventory, and driving continuous improvement. Vista Outdoor is well positioned to capitalize on the significant growth opportunities in the outdoor recreation industry, and the Board and I are excited about our future.”

Callahan added, “We recently completed the first quarter of our Fiscal Year 2018 and, while we will not report results until August 10, the company had a strong quarter that positions us well to deliver on our full-year financial guidance.”

“After a long and rewarding career, it is now time for me to move on to the next phase of my life,” said DeYoung. “Vista Outdoor is the culmination of a vision focused on creating a world-leading outdoor recreation company. It has been a rewarding experience to have led this great company and seen the organization evolve and succeed. I am proud of Vista Outdoor’s people, brands, portfolio and products, and I am confident in Vista Outdoor’s future. I wish the Company’s valued employees and customers all the best.”

Michael Callahan Biography

Callahan, 67, has more than 40 years of experience in the sporting goods industry, and has served as Lead Independent Director of Vista Outdoor since the Company spun off from ATK in February 2015. He has been the President and Chief Executive Officer of Aspen Partners, a Utah-based consultant to the outdoor sporting industry, since 2008. From 1990 until his retirement in 2008, Callahan served in various merchandising, marketing, management and senior executive positions with Cabela’s, Inc., most recently as Senior Vice President Business Development & International Operations where he was responsible for M&A and spearheaded Cabela’s expansion into Canada. Callahan is a member of the Board of the Midway USA Foundation and formerly served as a member of the Board of Bushnell Outdoor Products, Chairman of the Congressional Sportsmen’s Foundation and Vice Chairman of the Outdoor Business Council of the US Sportsmen’s Alliance.

Conference Call Webcast Information

Vista Outdoor will hold an investor conference call to discuss this announcement on July 11, 2017, at 9 a.m. ET. The conference call will be accessible through live webcast. Interested investors and other individuals can access the webcast via Vista Outdoor's website (www.vistaoutdoor.com). Choose "Investors" then "Events and Presentations." For those who cannot participate in the live webcast, a telephone recording of the conference call will be available for one month after the call. The telephone number is 888-378-4439

and the confirmation code is 7024097.

About Vista Outdoor Inc.

Vista Outdoor is a leading global designer, manufacturer and marketer of consumer products in the growing outdoor sports and recreation markets. The company operates in two segments,

Outdoor Products and Shooting Sports, and has a portfolio of well-recognized brands that provides consumers with a wide range of performance-driven, high-quality and innovative products for individual outdoor recreational pursuits. Vista Outdoor products are sold at leading retailers and distributors across North America and worldwide. Vista Outdoor is headquartered in Farmington, Utah and has manufacturing operations and facilities in 13 U.S. States, Canada, Mexico and Puerto Rico along with international sales and sourcing operations in Asia, Australia, Canada and Europe. For news and information visit www.vistaoutdoor.com or follow us on Twitter @VistaOutdoorInc and Facebook at www.facebook.com/vistaoutdoor.

Forward-Looking Statements

Certain statements in this press release and other oral and written statements made by Vista Outdoor from time to time are forward-looking statements, including those that discuss, among other things: Vista Outdoor's plans, objectives, expectations, intentions, strategies, goals, outlook or other non-historical matters; projections with respect to future revenues, income, earnings per share or other financial measures for Vista Outdoor; and the assumptions that underlie these matters. The words 'believe', 'expect', 'anticipate', 'intend', 'aim', 'should' and similar expressions are intended to identify such forward-looking statements. To the extent that any such information is forward-looking, it is intended to fit within the safe harbor for forward-looking information provided by the Private Securities Litigation Reform Act of 1995. Numerous risks, uncertainties and other factors could cause Vista Outdoor's actual results to differ materially from expectations described in such forward-looking statements, including the following: general economic and business conditions in the U.S. and Vista Outdoor's other markets, including conditions affecting employment levels, consumer confidence and spending; Vista Outdoor's ability to attract and retain key personnel and maintain and grow its relationships with customers, suppliers and other business partners, including Vista Outdoor's ability to obtain acceptable third party licenses; Vista Outdoor's ability to adapt its products to changes in technology, the marketplace and customer preferences; Vista Outdoor's ability to maintain and enhance brand recognition and reputation; reductions, unexpected changes in or our inability to accurately forecast demand for ammunition, firearms or accessories or other outdoor sports and recreation products; risks associated with Vista Outdoor's sales to significant retail customers, including unexpected cancellations, delays and other changes to purchase orders; supplier capacity constraints, production disruptions or quality or price issues affecting Vista Outdoor's operating costs; Vista Outdoor's competitive environment; risks associated with compliance and diversification into international and commercial markets; the supply, availability and costs of raw materials and components; increases in commodity, energy and production costs; changes in laws, rules and regulations relating to Vista Outdoor's business, such as federal and state firearms and ammunition regulations; Vista Outdoor's ability to execute its long-term growth strategy, including our ability to complete and realize expected benefits from acquisitions and integrate acquired businesses; Vista Outdoor's ability to take advantage of growth opportunities in international and commercial markets; foreign currency exchange rates and fluctuations in those rates; the outcome of contingencies, including with respect to litigation and other proceedings relating to intellectual property, product liability, warranty liability, personal injury and environmental remediation; risks associated with cybersecurity and other industrial and physical security threats; capital market volatility and the availability of financing; changes to accounting

standards or policies; and changes in tax rules or pronouncements. Vista Outdoor undertakes no obligation to update any forward-looking statements. For further information on factors that could impact Vista Outdoor, and statements contained herein, please refer to Vista Outdoor's filings with the Securities and Exchange Commission.

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[\(Back To Top\)](#)