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

April 14, 2020

Date of Report (date of earliest event reported)

Overstock.com, Inc.

(Exact name of Registrant as specified in its charter)

Delaware	**000-49799**	**87-0634302**
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification Number)

799 West Coliseum Way
Midvale, Utah 84047
(Address of principal executive offices)

(801) 947-3100
(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:

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

o Emerging growth company

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

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.0001 par value	OSTK	NASDAQ Global Market

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

(e) Executive Retention Agreements

On April 14, 2020 and April 16, 2020, Overstock.com, Inc. (the "Company") entered into Employee Retention Agreements, the form of which was approved by the Compensation Committee of the Board of Directors (the "Retention Agreements"), with certain executive officers, including Jonathan E. Johnson III, the Company's Chief Executive Officer and a member of the Board of Directors, David Nielsen, the Company's President, Retail, Adrianne Lee, the Company's Chief Financial Officer, and John Paul Knab, the Company's Chief Marketing Officer. Pursuant to the Retention Agreements, in consideration of the executive's continued rendering of services to the Company, the Company agrees that, in connection with the executive's termination from the Company that is neither voluntary nor for cause, the Company will (i) pay the executive a severance amount equal to a lump sum cash payment computed by taking the executive's monthly rate of pay and multiplying it by the number of years of service, but in no case greater than six months or less than two months worth of monthly pay, and (ii) accelerate the vesting of unvested equity awards which would have otherwise vested during a specified post-termination time period, the length of which is determined by using one month for each year of service, but in no case greater than six months or less than two months. The foregoing description of the Retention Agreements is qualified in its entirety to the full text of the Form of Retention Agreement, which is attached hereto as Exhibit 10.1.

Item 9.01 Exhibits

(d) Exhibits

Exhibit No.	Description of Exhibit
10.1	Form of Executive Retention Agreement

SIGNATURE

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.

OVERSTOCK.COM, INC.

By:	/s/ *E. Glen Nickle*
	E. Glen Nickle
	Vice President, Legal, and General Counsel
Date:	April 17, 2020

Exhibit 10.1

EXECUTIVE RETENTION AGREEMENT

This is an Executive Retention Agreement ("Agreement"), made by and between Overstock.com, Inc. (the "Company") and ______________________________, an executive employee ("Employee").

WHEREAS, the Company desires to continue to employ the Employee, and the Employee desires to continue to serve as an employee of the Company on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, the parties agree as follows:

1. Employment and Duties: The Company hereby agrees to employ the Employee to perform managerial and other functions of the Company, and the Employee hereby agrees to perform such services for the Company on the terms and conditions hereinafter stated, subject to the directives of the of the Company. Employee shall undertake all of the duties incident to such position. The Employee shall exert his/her best efforts and shall devote his/her full time and attention to the affairs of the Company.

2. Severance: Provided Employee's termination is neither voluntary nor for cause, the Company agrees at Employee's termination to:

(a) Pay severance equal to a lump sum cash payment less withholding taxes computed by taking the Employee's monthly rate of pay and multiplying it by the number of years of service (rounded to the closest 0.25 years) completed by the employee, but not greater than six months or less than two months. On each January 1 after the date of this Agreement, the six-month cap set forth in the preceding sentence will increase by one month, but in no event ever be greater than twelve months.

(b) Accelerate vesting of unvested equity which would have otherwise vested during the post-termination time period which length is determined by using one month for each year of service (rounded to the closest 0.25 years) completed by the employee, but not greater than six months or less than two months. On each January 1 after the date of this Agreement, the six-month cap set forth in the preceding sentence will increase by one month, but in no event ever be greater than twelve months.

(c) At Company's sole option, it may substitute the payment set forth in subsection (a) above, by forward vesting an equivalent market value amount of Restricted Stock Units ("RSU's) which Employee has previously been awarded but which have not yet vested under the Company's 2005 Equity Incentive Plan.

(d) As a condition to receiving the severance set forth above, Employee agrees to execute the Company's customary employment release which is in effect at the time of termination.

3. For Cause: For purposes of this Agreement, a termination "*for cause*" shall include, but not be limited to the following:

(a) Employee's material breach of Employee's obligations of this Agreement,

(b) Employee's gross negligence in the performance of his/her duties hereunder,

(c) Employee's intentional nonperformance or refusal to comply with the reasonable directives of the Company, or

(d) Employee's commission of a felony criminal conviction, or any other criminal conviction involving Employee's lack of honesty.

4. Choice of Law, Venue and Attorney Fees. This Agreement shall be governed by and interpreted in accordance with Utah law, without application of conflicts of law principles. Any and all disputes or controversies arising out of or relating to this Agreement shall be resolved exclusively in the state or federal courts in Salt Lake City, Utah. Both parties to this Agreement submit to the personal jurisdiction in said courts. The prevailing party to any dispute arising out of or relating in any way to this Agreement shall receive its reasonable attorney fees, costs and expenses incurred resolving the dispute.

5. Amendments. This Agreement may be amended at any time upon unanimous agreement of the parties hereto, which amendment(s) must be reduced to writing and signed by all parties in order to become effective.

6. Severability. In the event that any provision of this Agreement, or any operation contemplated hereunder, is found by a court of competent jurisdiction to be inconsistent with or contrary to any law, ordinance, or regulation, the latter shall be deemed to control and the Agreement shall be regarded as modified to the minimum extent necessary to make the Agreement legal, valid, and enforceable and, in any event, the remainder of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement

	EMPLOYEE		Overstock.com, Inc.
By:	______________________	By:	______________________
Its:	______________________	Its:	______________________
Date:	______________________	Date:	______________________