

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. ____)*

Mannatech, Incorporated

(Name of Issuer)

Common Stock, Par Value \$0.0001

(Title of Class of Securities)

563771 10 4

(CUSIP Number)

Neil Anderson
Worsham Forsythe Wooldridge LLP
1601 Bryan Street, 30th/ Floor
Dallas, Texas 75201

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

October 11, 2001

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), Rule 13d-1(f) or Rule 13d-1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 563771 10 4

1 NAMES OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS

J. Stanley Fredrick

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)
(a) N/A
(b) N/A

3 SEC USE ONLY

4 SOURCE OF FUNDS (See Instructions)
PF

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS
2(d) OR 2(e)
N/A

6 CITIZENSHIP OR PLACE OF ORGANIZATION
USA

		SOLE VOTING POWER
NUMBER OF	7	
SHARES		4,190,848

BENEFICIALLY		SHARED VOTING POWER
OWNED BY	8	
		-0-

EACH		SOLE DISPOSITIVE POWER
REPORTING	9	
PERSON		3,500,000

WITH		SHARED DISPOSITIVE POWER
	10	
		-0-

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
4,190,848

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES
(See Instructions)
N/A

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
17%

14 TYPE OF REPORTING PERSON (See Instructions)
IN

Item 1. Security and Issuer

The class of securities to which this statement relates is the common stock, \$0.0001 par value (the "Common Stock") of Mannatech, Incorporated, a Texas corporation (the "Issuer"), the principal executive offices of which are located at 600 South Royal Lane, Suite 200, Coppell, Texas 75019.

Item 2. Identity and Background

- (a) Name: J. Stanley Fredrick
- (b) Residence or business address: 600 South Royal Lane, Suite 200, Coppell, Texas 75019.
- (c) Present principal occupation or employment and the name, principal business and address of any corporation or other organization in which such employment is conducted: Consultant, P.O. Box 218, 120 N. Sycamore, Muenster, Texas 76252.
- (d) None
- (e) None
- (f) Citizenship: USA

Item 3. Source and Amount of Funds or Other Consideration

Personal funds of J. Stanley Fredrick in the amount of \$2,275,000.00

Item 4. Purpose of Transaction

Mr. Fredrick acquired the Common Stock from personal funds for personal investment purposes. Mr. Fredrick has been nominated for election to the Issuer's board of directors. Mr. Fredrick has no other plans or proposals that relate to or would result in the occurrence of the events described in Items 4(a) - 4(j).

Item 5. Interest in Securities of the Issuer.

- (a) On October 11, 2001, Mr. Fredrick acquired 3,500,000 shares of the Common Stock (the "Shares") of the Issuer, for a purchase price of \$.65 per share, from Charles E. Fioretti, and also was granted a right of first refusal to acquire any additional shares of the Issuer owned or acquired by Mr. Fioretti (the "Option Shares") prior to any sale of the Option Shares to a third party by Mr. Fioretti. Mr. Fredrick has a proxy to vote the Option Shares in his sole discretion. At this time, there are 690,848 Option Shares. The Shares plus the Option Shares represent approximately 17% of the issued and outstanding Common Stock.

- (b) Mr. Fredrick has sole voting and dispositive power with respect to the 3,500,000 shares of the Common Stock. Mr. Fredrick also has sole voting power with respect to the Option Shares. At this time, there are 690,848 Option Shares.
- (c) On October 11, 2001, Mr. Fredrick acquired 3,500,000 shares of the Common Stock (the "Shares") of the Issuer, for a purchase price of \$.65 per share, from Charles E. Fioretti, and also was granted a right of first refusal to acquire any additional shares of the Issuer owned or acquired by Mr. Fioretti (the "Option Shares") prior to any sale of the Option Shares to a third party by Mr. Fioretti. At this time, there are 690,848 Option Shares. Other than as stated above, Mr. Fredrick has not purchased or sold any shares of the Common Stock during the past sixty (60) days.
- (d) Mr. Fioretti has the right to receive or the power to direct the receipt of dividends from, or, proceeds from the sale of, the Option Shares.
- (e) N/A

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to

To the best knowledge of the undersigned, the only contracts, arrangements, understandings or relationships (legal or otherwise) between the undersigned and any person with respect to any securities of the Issuer, including but not limited to transfer or voting of any of the securities, finder's fees, joint ventures, loan or option agreement, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies involves the following: Stock Purchase Agreement, dated October 1, 2001, between Mr. Fredrick and Mr. Fioretti grants to Mr. Frederick a right of first refusal to acquire any additional shares of the Issuer owned or acquired by Mr. Fioretti (the "Option Shares") prior to any sale of the Option Shares to a third party by Mr. Fioretti. The Stock Purchase Agreement also grants to Mr. Fredrick a proxy to vote the Option Shares in his sole discretion.

Item 7. Material to be Filed as Exhibits.

Stock Purchase Agreement, dated October 1, 2001, between Mr. Fredrick and Mr. Fioretti.

Date: October 19, 2001

By: /s/ J. Stanley Fredrick

J. Stanley Fredrick

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STOCK PURCHASE AGREEMENT

This Agreement, dated October 1, 2001, is between J. Stanley Fredrick ("Purchaser") and Charles E. Fioretti ("Seller").

WHEREAS, Seller owns at least Three Million Five Hundred Thousand (3,500,000) shares (the "Shares") of Common Stock of Mannatech Incorporated, a Texas corporation (the "Company"). Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, all of the Shares on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the sum of \$10.00, the foregoing covenants and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

AGREEMENT

1. Purchase of the Shares. Upon and subject to the terms and conditions

of this Agreement, Seller hereby agrees to sell, convey, transfer and deliver to Purchaser, and Purchaser hereby agrees to purchase from Seller, the Shares, free and clear of all liens, security interests, pledges, claims, encumbrances, restrictions and rights of third parties whatsoever (each, an "Encumbrance"), for the purchase price of sixty-five cents (\$0.65) per share for a total purchase price (the "Purchase Price") of Two Million Two Hundred Seventy-five Thousand and No/100 Dollars (\$2,275,000.00).

2. Closing. The closing of the sale and purchase of the Shares

hereunder and all other matters contemplated by this Agreement (the "Closing") shall occur no later than October 10, 2001, unless otherwise extended by the parties hereto (the "Closing Date"). At the Closing, Purchaser shall deliver to Seller the Purchase Price, by wire transfer or other acceptable method of payment (\$2,275,000.00 consisting of \$975,000.00 for 1,500,000 shares from Schwab IRA Rollover Account and \$1,300,000.00 for 2,000,000 shares from Schwab Regular Account), to the Salomon Smith Barney Account No. _____, at least twenty-four (24) hours before the Closing against delivery by Seller of the stock by transfer of title to the stock from Seller's account at Salomon Smith Barney to Purchaser's account at Schwab, such transfer to be concluded upon confirmation by Schwab to Purchaser of the consummation of the transfer.

3. Lock-Up Agreement. With respect to any additional shares of stock of

the Company (other than the Shares) owned by Seller now or acquired or received by Seller in the future (collectively, the "Option Shares"), Seller agrees not to sell, transfer, convey, assign, pledge, hypothecate, mortgage or otherwise encumber or dispose of (each, a "Transfer"), any Option Shares to any person or entity (other than Purchaser), or otherwise take any action towards accomplishing any of the foregoing, for a period of twelve (12) months from the Closing Date. After the expiration of such time period, Seller shall be free to Transfer all or any part of

the Option Shares; provided, that, Seller has complied with the terms of this Agreement. Seller represents that as of the date hereof, Seller owns at least Six Hundred Ninety Thousand Eight Hundred Forty-eight (690,848) Option Shares.

4. Right of First Refusal. In the event that Seller proposes to Transfer

all or any portion of the Option Shares to any person or entity (other than Purchaser), he shall give written notice (the "Option Notice") to Purchaser in accordance with Section 9 hereof setting forth (i) the number of Option Shares to be transferred; (ii) the cash price or consideration per Share to be received by him in connection with the Transfer; and (iii) the terms upon which, and the name of the person or entity to whom, the Transfer is to be made. For a period of thirty (30) days after receipt of the Option Notice, Purchaser shall have the right to purchase all or any part of the Option Shares at the same price and subject to the same material terms and conditions as described in the Option Notice. Purchaser may exercise such purchase option and, thereby, purchase all or any part of the Option Shares by notifying Seller before the expiration of such thirty (30) day period of his desire to purchase the Option Shares. The closing date for payment of the Option Shares shall occur at a date and time mutually agreeable to the parties. If Purchaser has not exercised his right of first refusal as to the Option Shares within such thirty (30) day time period, then Seller shall be free to sell the Option Shares to such prospective purchaser on the same terms and conditions as outlined in the Option Notice; provided, that, if the Option Shares are not sold within one hundred twenty (120) days of the date of the Option Notice, they shall once again be subject to the right of first refusal provided herein.

5. Grant of Irrevocable Proxy. Seller hereby constitutes and appoints

Purchaser, with full power of substitution, as attorney and proxy of Seller, to vote, in Purchaser's sole discretion, as he may deem appropriate, any of the Option Shares of the Company, registered in the name of Seller at any shareholders meeting held, or at any adjournment or adjournments thereof, and any consents of shareholders in lieu of meeting. THIS PROXY IS COUPLED WITH AN INTEREST AND SHALL BE IRREVOCABLE. This proxy shall expire with respect to any Option Share on the earlier of (i) five (5) years or (ii) the date upon which Seller no longer owns such Option Share; provided, that, the sale of such Option Share was in full compliance with this Agreement. Immediately after the Closing, Seller agrees to cause a legend to be affixed to the stock certificate or certificates evidencing the Option Shares noting conspicuously the irrevocable proxy granted hereby.

6. Representations and Warranties of Seller. The Seller hereby represents

and warrants to Purchaser that, as of the date of this Agreement and as of the Closing Date, the following representations and warranties are (or will be by the Closing Date) true and correct:

- (a) Authority Relative to This Agreement. This Agreement has been

duly and validly executed and delivered by Seller and constitutes a valid and binding agreement of Seller enforceable in accordance with its terms.

- (b) Title to Shares. Seller is the unconditional sole, legal,

beneficial, record and equitable owner of the Shares and the Option Shares, free and clear of any and all Encumbrances. On the Closing Date, Seller will convey to Purchaser valid title to the Shares, free and clear of any and all Encumbrances.
- (c) Absence of Breach; No Consent. The execution, delivery, and

performance of this Agreement by Seller does not and will not:
(i) contravene any order, writ, judgment, injunction, decree, determination or award of any court or other authority which affects or binds Seller, the Shares or the Option Shares, (ii) conflict with or result in a breach of or default under any indenture, loan or credit agreement or any other agreement or instrument to which Seller is a party or by which any of the Shares or Option Shares are bound, or (iii) require the authorization, consent, approval or license of any third party.
- (d) Transferability. The Shares and the Option Shares are freely

transferable to Purchaser and are not subject to any rights of first refusal, options, stop transfer orders or other restrictions on transfer. Any sale of the Shares and the Option Shares by Purchaser after the Closing shall not be prohibited or restricted in any way. None of the stock certificates evidencing the Shares or the Option Shares contain any legend which prohibits or in any way restricts the Transfer of the Shares or the Option Shares.

7. Indemnification. Seller hereby agrees to indemnify, defend and hold

harmless Purchaser and his assigns from and against any and all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs and expenses, including, without limitation, interest, penalties, court costs, and reasonable attorneys' fees and expenses to which Purchaser may become subject, due to or arising out of a breach of any representation, warranty or covenant set forth in this Agreement. All representations, warranties and covenants contained in this Agreement, and the indemnification contained herein, shall survive the Closing Date indefinitely.

8. Further Assurances. From time to time after the Closing, Seller, at

the request of Purchaser, but without further consideration, shall execute and deliver such other and further instruments of sale, assignment, transfer and conveyance and take such other and further action as Purchaser may reasonably request in order to vest record and beneficial title to the Shares and Option Shares in Purchaser and put Purchaser in full possession of the Shares and Option Shares.

9. Notice. Any notice required or permitted to be delivered to any party

hereunder under the provisions of this Agreement shall be deemed delivered, when addressed to the party at the following address or such other address as shall be specified by written notice delivered to the other party (whether actually received or not), when (i) deposited in a United States Postal

Service depository, postage prepaid, registered or certified, return receipt requested, and addressed to the party at the following address, (ii) deposited with a nationally recognized overnight courier service, (iii) delivered personally to such other party, or (iv) transmitted to such other party by facsimile.

10. If to Purchaser:

J. Stanley Fredrick

Irving, Texas 75062
940-759-2485 (facsimile)

If to Seller:

Charles E. Fioretti
c/o Cathy Schifser

Bonita Springs, Florida 34134
_____(facsimile)

11. Miscellaneous. This Agreement supersedes all other agreements, oral or -----

written, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect thereto. Any amendment of this Agreement shall be valid only if in writing and signed by the parties hereto. This Agreement shall be governed by the internal laws (and not the conflicts of laws) of the State of Texas. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

SELLER:

PURCHASER:

Charles E. Fioretti

J. Stanley Fredrick