
Section 1: 8-K (8-K)

**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): June 11, 2019

DICK'S SPORTING GOODS, INC.

(Exact Name of Registrant as Specified in Charter)

Delaware

(State or Other Jurisdiction of Incorporation)

001-31463

(Commission File Number)

16-1241537

(IRS Employer Identification No.)

345 Court Street, Coraopolis, Pennsylvania 15108

(Address of Principal Executive Offices, and Zip Code)

(724) 273-3400

(Registrant's Telephone Number, Including Area Code)

N/A

(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))

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

Title of each class
Common Stock, \$0.01 par value

Trading Symbol(s)
DKS

Name of each exchange on which registered
The New York Stock Exchange

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).

Emerging Growth Company

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.

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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.

(e) On June 11, 2019, Dick’s Sporting Goods, Inc. (the “Company”) approved the grant of long-term performance share awards (the “Long-Term Awards”) to executive officers and certain other employees of the Company effective on July 3, 2019 (the “Grant Date”). The purpose of the Long-Term Awards is to create additional alignment between executive compensation and create stockholder value, ensure continued focus on key organizational initiatives, and to provide financial motivation to and to increase retention of senior leaders. The Long-Term Awards are governed by, and were granted pursuant to, the Company’s Amended and Restated 2012 Stock and Incentive Plan (the “2012 Plan”) and the related performance share award agreement (the “Award Agreement”).

The Long-Term Awards will vest on April 3, 2022 if, and only if, pre-established performance goals are achieved during the 2020 fiscal year period (the “Performance Period”). The total number of shares that may be deemed earned after the end of the Performance Period will be based on the attainment of metrics relating to earnings before taxes, sales within key categories, digital sales, and private brand sales. For a recipient to earn and be paid his or her Long-Term Award, the recipient also must remain an employee of the Company until the end of the vesting period, except in certain specified circumstances set forth in the Award Agreement.

The target value of the Long-Term Awards granted to the Company’s named executive officers as set forth in the Company’s most recently-filed proxy statement on May 1, 2019, are as follows (with potential payout ranging from 0 - 200% of the target value):

<u>Executive Officer</u>	<u>Title</u>	<u>Target Value*</u>
Edward W. Stack	Chairman and Chief Executive Officer	\$1,250,000
Lauren R. Hobart	President	\$1,250,000
Lee J. Belitsky	Executive Vice President - Chief Financial Officer	\$1,250,000
Paul J. Gaffney	Executive Vice President - Chief Technology Officer	\$1,250,000
Holly R. Tyson	Senior Vice President - Chief Human Resources Officer	\$500,000

* The actual target number of performance shares to be granted will be determined based on the closing price per share of the Company’s common stock on the Grant Date.

The foregoing description of the Long-Term Awards does not purport to be complete and is qualified in its entirety by reference to the Award Agreement, a copy of which is filed hereto as Exhibit 99.1, and the 2012 Plan, each of which is incorporated herein by reference.

ITEM 5.07 SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS.

(a) The Company held its 2019 Annual Meeting on June 12, 2019.

(b) Three proposals were submitted by the Board to a vote of Company stockholders, and the final results of the voting on each proposal are noted below. The Company’s stockholders elected each of the Board’s three nominees for Class B Director for terms that expire in 2022, or until their successors are duly elected and qualified as Class B Directors; ratified the appointment of Deloitte & Touche LLP as the Company’s independent registered public accounting firm for fiscal 2019; and approved, on a non-binding advisory basis, the compensation of the Company’s named executive officers as disclosed in the Company’s proxy statement filed with the Securities and Exchange Commission on May 1, 2019.

Proposal No. 1- Election of Directors

Nominee	For	Withheld	Broker Non-Vote
Mark J. Barrenechea	269,702,575	19,739,433	6,625,692
Emanuel Chirico	285,628,703	3,813,305	6,625,692
Allen R. Weiss	284,929,684	4,512,324	6,625,692

Proposal No. 2- Ratification of the Appointment of Independent Registered Public Accounting Firm

For	Against	Abstain	Broker Non-Vote
294,538,824	1,460,761	68,115	—

Proposal No. 3- Non-Binding Advisory Vote on the Compensation of Named Executive Officers

For	Against	Abstain	Broker Non-Vote
283,181,316	6,067,939	192,753	6,625,692

ITEM 8.01. OTHER EVENTS

On June 12, 2019, the Board of Directors of the Company authorized a new share repurchase program of up to \$1 billion of the Company's common stock over the next five years. Repurchases may be made from time-to-time via open market purchases, privately negotiated transactions, pre-planned trading programs or other means. The Company may suspend or discontinue this repurchase program at any time. The Company's previously announced five-year \$1 billion share repurchase program authorized on March 16, 2016 also remains in place.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits.

Exhibit No.	Description
99.1	Performance Share Award 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 thereunto duly authorized.

DICK'S SPORTING GOODS, INC.

Date: June 13, 2019

By: /s/ LEE J. BELITSKY

Name: Lee J. Belitsky

Title: Executive Vice President - Chief Financial Officer

Exhibit Index

Exhibit No.	Description	Method of Filing
99.1	Performance Share Award Agreement	Filed herewith

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Section 2: EX-99.1 (EXHIBIT 99.1)

Exhibit 99.1

PERFORMANCE SHARE AWARD AGREEMENT
Granted Under the
DICK'S SPORTING GOODS, INC.
2012 STOCK AND INCENTIVE PLAN

This Performance Share Award Agreement (this "**Agreement**"), dated as of the grant date set forth on **Exhibit A** (the "**Grant Date**"), is made and entered between Dick's Sporting Goods, Inc. (the "**Company**") and _____ (the "**Grantee**"), pursuant to, and subject to, the terms of the Company's 2012 Stock and Incentive Plan, as amended (the "**Plan**").

All capitalized terms not otherwise defined in this Agreement have the same meaning given such capitalized terms in the Plan, an electronic copy of which can be found on the Company's equity administrator's website (the "**E*TRADE Employee Stock Plan Account**").

The parties agree as follows:

Section 1. **Performance Share Award.** Subject to, and pursuant to, all terms and conditions stated in this Agreement and in the Plan, as of the Grant Date, the Company hereby makes a Performance Share Award to Grantee in the form of performance shares ("**Performance Shares**"). Each Performance Share awarded under this Agreement shall represent a right to receive one Share of the Company's Common Stock, to the extent such Performance Share is earned pursuant to the terms of this Agreement.

Section 2. **Performance Shares.** The target number of Performance Shares covered by this Agreement (the "**Target Award**") is set forth on **Exhibit A**.

Section 3. **Performance Period.** The "**Performance Period**" means the performance period for the Performance Shares, as set forth on **Exhibit A**.

Section 4. **Performance Measures.** Subject to the provisions of this Agreement, the Company shall deliver to Grantee one Share for each whole Performance Share that is earned in accordance with the performance measure(s) set forth in materials on file with the Committee (the "**Performance Measures**").

Section 5. **Delivery of Shares.** On the Grant Date, the Company shall issue the Shares, in either certificated or book entry form, in Grantee's name effective as of the Grant Date, provided that the Company shall retain control of such Shares until the Shares have become vested in accordance with this Agreement. Except as otherwise provided herein, the Performance Shares may not be sold, pledged, assigned, hypothecated, transferred or otherwise disposed of in any manner prior to the Vesting Date.

Except as otherwise provided in this Agreement and subject to satisfaction of the applicable tax withholding requirements set forth in Section 8, the Company shall deliver stock certificate(s) or other evidence of ownership representing the number of Shares earned as determined under Section 4 to the Grantee as soon as practicable but in no event later than 30 days following the date set forth on **Exhibit A** (the "**Vesting Date**"); provided, however, that: (i) absent a Change in Control, no certificate(s) for, or other evidence of ownership of, Shares shall be delivered with respect to Performance Shares unless the Committee has certified in writing that the applicable Performance Measures and other material terms of this Agreement have been achieved; and (ii) the Company shall not deliver stock certificate(s) or other evidence of ownership representing Shares if the Committee, Board, Administrator or other authorized agent determines, in its sole discretion, that the delivery of such certificate(s) or other evidence of ownership would violate the terms of the Plan, this Agreement or applicable law.

Section 6. **Termination of Employment/Change in Control:**

(a) Except as set forth in this Section 6, as otherwise approved by the Committee, as provided in a Company plan applicable to Grantee, or an agreement between Grantee and the Company, if any, if (i) Grantee's Continuous Status as a Qualifying Employee (as defined below) ceases for any reason prior to the Vesting Date, then effective at the close of business on the date Grantee's Continuous Status as a Qualifying Employee ceases, all of Grantee's Performance Shares covered by this Agreement, whether earned or unearned, shall be automatically cancelled and forfeited in their entirety without any further obligation on the part of the Company, such that the Company shall not be obligated to deliver any Shares or any other compensation to Grantee with respect to such cancelled and forfeited Performance Shares.

(b) Unless otherwise provided in a Company plan applicable to Grantee, approved by the Committee, or pursuant to an agreement between Grantee and the Company, if any, if during the period commencing on the Grant Date and ending on the Vesting Date (the “*Vesting Period*”):

(i) Grantee’s Continuous Status as an Employee terminates by reason of Grantee’s “*Permanent Disability*” (as defined in Section 22(e)(3) of the Code) or death while a Qualifying Employee, the Award shall vest on the Vesting Date, in such amount as if Grantee had continued as a Qualifying Employee through the Vesting Date. Any payments due to a deceased Grantee shall be paid to his or her estate, and the amount of Shares paid, if any, will be contingent upon performance against the Performance Measures as determined by the Committee and paid on or after the Vesting Date as provided in Section 5 hereof.

(ii) Grantee’s Continuous Status as an Employee terminates by reason of the Grantee’s “*Retirement*” (defined as a voluntary termination by Grantee on or after attainment of age 55 with a minimum of fifteen (15) years of service) while Grantee is a Qualifying Employee, then so long as Grantee has served as a Qualifying Employee for at least one (1) year of the Vesting Period, the Award shall vest on a prorated basis, determined after the end of the Performance Period and based on the ratio of the number of complete months the Grantee was a Qualifying Employee during the Vesting Period to the total number of months in the Vesting Period, and the amount of Shares paid, if any, will be contingent upon performance against the Performance Measures as determined by the Committee and paid on or after the Vesting Date as provided in Section 5 hereof.

(iii) Notwithstanding the foregoing, if Grantee ceases to be a Qualifying Employee prior to the Vesting Date, but maintains Continuous Status as an Employee through the Vesting Period, then so long as Grantee has served as a Qualifying Employee for at least one (1) year of the Vesting Period, the Award shall vest on a prorated basis, determined at the end of the Performance Period and based on the ratio of the number of complete months the Grantee was a Qualifying Employee during the Vesting Period to the total number of months in the Vesting Period, and the amount of Shares paid, if any, will be contingent upon performance against the Performance Measures as determined by the Committee and paid on or after the Vesting Date as provided in Section 5 hereof.

For purposes of this Agreement, “*Qualifying Employee*” means an Employee that maintains continuous status as an Employee and has not been demoted to another Employee position with decreased duties, responsibilities and/or authority from the position he/she holds as of the date of this Agreement.

(c) In the event of a Change in Control prior to the end of the Performance Period then a percentage of Shares shall vest on the date of the consummation of such Change in Control (the “*Acquisition Date*”), to the extent the Award is not forfeited, based on the level of the Company’s achievement of the Performance Measures as of the Acquisition Date, as determined by the Committee. Payment of any amount pursuant to the preceding sentence may be made in cash and/or securities or other property, in the Committee’s discretion, and will be made within 30 days of the Change in Control.

(d) In the event a Change in Control occurs after the end of the Performance Period but prior to the Vesting Date, the Performance Shares that have not been previously cancelled and forfeited shall become fully vested and payable, based on the Company’s actual achievement of the Performance Measures during the Performance Period. Payment of any amount pursuant to the preceding sentence may be made in cash and/or securities or other property, in the Committee’s discretion, and will be made within 30 days of the Change in Control.

Section 7. *Limitation of Rights; Investment Representation.* Grantee shall have all of the rights and privileges of a stockholder of the Company with regard to the Shares underlying the Award, except as otherwise provided in the Plan and this Agreement. In this regard, prior to actual receipt of the Shares under this Award, (a) Grantee may not transfer any interest in the Award or the underlying Shares, (b) any cash or in-kind dividends paid or distributed with respect to the Shares (“*Dividends*”) shall be paid to Grantee, without interest, only when, and if, the related Shares shall become vested in accordance with this Agreement and the Plan, and (c) all Shares that do not vest on the Vesting Date shall be forfeited and any all Dividends not paid or distributed with respect to such forfeited Shares shall also be forfeited to the Company and shall not be paid to Grantee. Grantee acknowledges and agrees that the Shares which Grantee acquires pursuant to this Agreement, if any, shall not be sold, transferred, assigned, pledged or hypothecated in the absence of an effective registration statement for the Shares under the Securities Act of 1933, as amended (the “*Securities Act*”), and applicable state securities laws or an applicable exemption from the registration requirements of the Securities Act and any applicable state securities laws, and shall not be sold or otherwise disposed of in any manner which would constitute a violation of any applicable securities laws, whether federal or state. Any attempt to transfer the Performance Shares or Shares in violation of this Section or the Plan shall render this Award of Performance Shares null and void.

Section 8. *Income Taxes.* Grantee acknowledges that any income for federal, state or local income tax purposes that Grantee is required to recognize on account of the issuance and delivery of Shares to Grantee shall be subject to withholding of tax by the Company.

Grantee acknowledges that (a) Grantee has been informed of the availability of making an election in accordance with Section 83(b) of the Code (the "*Election*"); (b) the election must be filed with the Internal Revenue Service within thirty (30) days of the Grant Date; and (c) Grantee is solely responsible for making such Election. Grantee acknowledges that if he or she does not make the Election, Dividends, if any, on the Shares will be treated as compensation and subject to tax withholding in accordance with the Company's practices and policies. Grantee shall send a copy of the Election to the Chief Financial Officer of the Company.

Section 9. *Rights to Continued Employment.* Neither the Plan nor this Agreement shall be deemed to give Grantee any right to continue to be employed by the Company, nor shall the Plan or the Agreement be deemed to limit in any way the Company's right to terminate the employment of Grantee at any time.

Section 10. *Further Assistance.* Grantee will provide assistance reasonably requested by the Company in connection with actions taken by Grantee while employed by the Company, including, but not limited to, assistance in connection with any lawsuits or other claims against the Company arising from events during the period in which Grantee was employed.

Section 11. *Binding Effect; No Third Party Beneficiaries.* This Agreement shall be binding upon and inure to the benefit of the Company and Grantee and their respective heirs, representatives, successors and permitted assigns. This Agreement shall not confer any rights or remedies upon any person other than the Company and Grantee and their respective heirs, representatives, successors and permitted assigns. The parties agree that this Agreement shall survive the issuance of the Shares.

Section 12. *Agreement to Abide by Plan; Conflict between Plan and Agreement.* The Plan is hereby incorporated by reference into this Agreement and is made a part hereof as though fully set forth in this Agreement. Grantee, by execution of this Agreement, (i) represents that he or she is familiar with the terms and provisions of the Plan, and (ii) agrees to abide by all of the terms and conditions of this Agreement and the Plan. Grantee accepts as binding, conclusive and final all decisions or interpretations of the applicable Administrator of the Plan upon any question arising under the Plan, this Agreement (including, without limitation, the date of any termination of Grantee's employment with the Company and/or termination of Qualifying Employee status). In the event of any conflict between the Plan and this Agreement, the Plan shall control and this Agreement shall be deemed to be modified accordingly.

Section 13. *Entire Agreement.* Except as otherwise provided herein, in any Company plan applicable to Grantee, or in any other agreement between Grantee and the Company, this Agreement and the Plan, each of which Grantee has reviewed and accepted in connection with the grant of the Performance Shares reflected by this Agreement, constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they related in any way to the subject matter of this Agreement.

Section 14. *Choice of Law.* To the extent not superseded by federal law, the laws of the state of Delaware (without regard to the conflicts laws of Delaware) shall control in all matters relating to this Agreement.

Section 15. *Notice.* All notices, requests, demands, claims, and other communications under this Agreement shall be in writing. Any notice, request, demand, claim, or other communication under this Agreement shall be deemed duly given if (and then two business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient at the Grantee's address on file with the Company or at the Human Resources department at the Company's corporate headquarters, as the case may be. Either party to this Agreement may send any notice, request, demand, claim, or other communication under this Agreement to the intended recipient at such address using any other means (including personal delivery, expedited courier, messenger service, telecopy, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Either party to this Agreement may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other party notice in the manner set forth in this section.

Section 16. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 17. *Amendments.* This Agreement may be amended or modified at any time by an instrument in writing signed by the parties hereto, or as otherwise provided under the Plan.

Section 18. *Fractional Shares.* The Company shall not be required to issue any fractional shares pursuant to the Award, and the Company may round fractions down.

Section 19. *Clawback.* Notwithstanding any provision in this Agreement to the contrary, any compensation, payments, or benefits provided hereunder (or profits realized from the sale of Shares delivered hereunder), whether in the form of cash or otherwise, shall be subject to recoupment and recapture to the extent necessary to comply with the requirements of any Company-adopted policy and/or laws or regulations, including, but not limited to, the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, the Exchange Act, Section 304 of the Sarbanes Oxley Act of 2002, the New York Stock Exchange Listed Company Manual or any rules or regulations promulgated thereunder with respect to such laws, regulations and/or securities exchange listing requirements, as may be in effect from time to time, and which may operate to create additional rights for the Company with respect to this grant and recovery of amounts relating thereto. By accepting this Award, the Grantee agrees and acknowledges that he or she is obligated to cooperate with, and provide any and all assistance necessary to, the Company to recover, recoup or recapture this grant of Performance Shares or amounts paid under the Plan pursuant to such law, government regulation, stock exchange listing requirement or Company policy. Such cooperation and assistance shall include, but is not limited to, executing, completing and submitting any documentation necessary to recover, recoup or recapture this grant of Performance Shares or amounts paid under the Plan from a Grantee's accounts, or pending or future compensation or other grants.

Section 20. *Acknowledgements.*

(a) By accepting this Award of Performance Shares, Grantee acknowledges receipt of a copy of the Plan and the prospectus relating to this Award of Performance Shares, and agrees to be bound by the terms and conditions set forth in this Agreement and the Plan, as in effect and/or amended from time to time.

(b) The Plan and related documents, which may include but do not necessarily include the Plan prospectus, this Agreement and financial reports of the Company, may be delivered to you electronically (including through the E*TRADE Employee Stock Plan Account). Such means of delivery may include but do not necessarily include the delivery of a link to a Company intranet site or the internet site of a third party involved in administering the Plan, the delivery of the documents via e-mail or CD-ROM or such other delivery determined at the designated Administrator's discretion. Both Internet Email and the World Wide Web are required in order to access documents electronically.

(c) This Award is intended to be excepted from coverage under Section 409A of the Code and the regulations promulgated thereunder and shall be interpreted and construed accordingly. Notwithstanding, Grantee recognizes and acknowledges that Section 409A of the Code may impose upon Grantee certain taxes or interest charges for which Grantee is and shall remain solely responsible.

(d) Grantee acknowledges that, by receipt of this Award, Grantee has read this Section 20 and consents to the electronic delivery of the Plan and related documents, as described in this Section 20. Grantee may receive paper copy of any documents delivered electronically at no cost upon Grantee's request.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year indicated below.

GRANTEE

Name:

Dated:

DICK'S SPORTING GOODS, INC.

Name:

Dated:

EXHIBIT A

Name of Award Recipient:

Grant Date:

Target Award

(Number of Performance Shares):

_____, which is conditioned upon satisfaction of the
Performance Measure(s).

Performance Period:

The Company's 2020 fiscal year.

Vesting Date:

April 3, 2022

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