

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

IN THE MATTER OF  
Barstool Sports, Inc.

Cases 02-CA-246836  
02-CA-250602  
31-CA-246638

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them where employment notices are customarily posted in the Charged Party's New York headquarters office and its satellite offices in Dallas, Tx; Chicago, Il., Watertown, MA and Los Angeles, CA. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

**EMAILING OF NOTICE**— A responsible official of the Charged Party will then sign and date those Notices and immediately email copies of the Notice to the known email addresses of all employees employed by the Charged Party as of August 13, 2019. The Charged Party will provide the Regional Director written confirmation of the date of emailing and a list of names and email addresses of employees to whom the Notices were emailed.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**NON-ADMISSION:** The signing of this Settlement Agreement does not constitute an admission that the Charged Party violated the National Labor Relations Act

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY** — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original

notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes   
Initials

No \_\_\_\_\_  
Initials

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director may issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

<b>Charged Party</b> Barstool Sports, Inc. <u>Emica Nardum CEO 12/2</u>	<b>Charging Parties</b> Industrial Workers of the World Freelance Journalists Union/ The Committee to Preserve the Religious Right to Organize
By: Name and Title Date <u>Emica Nardum CEO</u>	By: Name and Title Date <u>Benjamin N. Dictor</u> December 10, 2019
Print Name and Title below	Print Name and Title below Benjamin N. Dictor, Counsel Industrial Workers of the World
Recommended By: Date <u>Ruth Weinreb</u> 12/11/19 Senior Field Attorney	Approved By: Date <u>J. Walsh</u> 12/15/19 John Walsh, Jr. Regional Director, Region 2

(To be printed and posted on official Board notice form)

**THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** do anything to prevent you from exercising the above rights.

**WE WILL NOT** threaten to discharge or sue our employees by tweet or any other manner if they support, seek assistance from or make inquiries about any labor organization.

**WE WILL NOT** poll our employees through any tweets or any other manner in order to determine their support for any labor organization.

**WE WILL NOT** in any like or related manner interfere with your rights under Section 7 of the Act.

**WE WILL** remove from Dave Portnoy's Twitter Account @STOOLPRESIDENTE the two tweets he made on August 13, 2019 referencing discharging and suing employees if they support, seek assistance from or make inquiries about any labor organization.

**WE WILL** remove from our website the video, "Professor Nate Explains Unions" which was posted on August 14, 2019.

**WE WILL** remove the @BSSUNION Twitter Account.

Barstool Sports, Inc.

(Employer)

Dated: 12/2 By: [Signature] CEO  
(Representative) (Title)

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*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB.*

(1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

26 Federal Plz Ste 3614  
New York, NY 10278-3699

Telephone: (212)264-0300  
Hours of Operation: 8:45 a.m. to 5:15 p.m.

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**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.