

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

JANEL GRANT,)	
)	
Plaintiff,)	Civil Action No.: <u>3:24-cv-90</u>
)	
vs.)	
)	<u>JURY TRIAL DEMANDED</u>
WORLD WRESTLING ENTERTAINMENT,)	
INC. n/k/a WORLD WRESTLING)	
ENTERTAINMENT, LLC; VINCENT K.)	
MCMAHON; and JOHN LAURINAITIS,)	
)	
Defendants.)	

COMPLAINT

Plaintiff JANEL GRANT, by and through her undersigned counsel, hereby files this Complaint against Defendants WORLD WRESTLING ENTERTAINMENT, INC. n/k/a WORLD WRESTLING ENTERTAINMENT, LLC (“WWE” or the “Company”), VINCENT K. MCMAHON (“McMahon”), and JOHN LAURINAITIS (“Laurinaitis”), alleging as follows:

INTRODUCTION

1. Plaintiff Janel Grant is a former employee of WWE who was the victim of physical and emotional abuse, sexual assault and trafficking at WWE. Ms. Grant is filing this lawsuit not just to address her own suffering, but also to act for those who are afraid to speak out.

2. WWE’s billionaire Founder & Executive Chairman, Defendant Vincent K. McMahon, lived in a penthouse duplex in Ms. Grant’s apartment building.

3. The two met in March 2019, when Ms. Grant was dealing with profound grief and struggling financially – after devoting years to around-the-clock caregiving, her parents passed

away. On top of that, she was unemployed and her family home was lost in her parents' bankruptcy.

4. After her family passed away, Ms. Grant dedicated herself to finding gainful employment. Neighbors in her building provided career advice and sought her assistance with personal events. Ms. Grant used these non-paying roles and volunteer work in community initiatives to build her resume.

5. The building's Resident Manager wanted to help. She messaged McMahon to ask whether he would talk to her, sharing that Ms. Grant had been through hardship and would do great things if given a fresh start. McMahon enthusiastically responded, "Hell Yes!!"

6. McMahon befriended Ms. Grant, giving her hopes of a new life with promises of a yet-to-be-determined role at WWE, and showering her with attention and assurances, along with gifts like a VIP experience at WrestleMania. But what seemed like a dream in the Spring of 2019 quickly became a nightmare.

7. As McMahon dangled career-making and life-changing promises in front of Ms. Grant, he demonstrated an increasing lack of boundaries. During several meetings that were ostensibly about a potential job at WWE, he greeted her in his underwear, touched her, repeatedly asked for hugs, and spent hours sharing intimate details about his personal life.

8. McMahon warned Ms. Grant to keep their "closeness" secret, lest rumors lead to public trouble – and added that, while he protects loyal people, he had world-class legal resources on speed-dial to deal with people who became a problem.

9. As such, when McMahon pushed Ms. Grant for a physical relationship in return for long-promised employment at WWE, she felt trapped in an impossible situation: submitting to

McMahon's sexual demands or facing ruin. Ms. Grant feared she had everything to lose and faced negative consequences no matter what happened.

10. After succumbing to the pressure for a physical relationship, Ms. Grant was slotted into an entry-level position as an "administrator-coordinator"—a position McMahon created for her in WWE's legal department. Ms. Grant began work in that role on June 17, 2019.

11. Ms. Grant remained in that role, with the exception of a temporary relocation to XFL (Extreme Football League), until McMahon verbally directed her to transfer to the Talent Relations department, reporting to Defendant John Laurinaitis, on March 9, 2021. During a conversation the same day, McMahon explained that her presence in the legal department was effectively delaying efforts to hire a new General Counsel for the company.

12. McMahon and Laurinaitis informed Ms. Grant that she would be promoted to Vice President of Operations in the Talent Relations department, providing her with an organizational chart reflecting this decision.

13. Shortly thereafter, they informed her that they needed her to begin at a lower level as a director, but promised her promotion to Vice President after a 12-month period.

14. Despite Ms. Grant's expressions of unhappiness and attempts to end the sexual relationship—and while she came to understand that McMahon expected the physical relationship to continue as part of her employment—she had no idea how sordid it would become, nor how the psychological torture and physical violence would leave her feeling helpless, isolated and trapped.

15. In March 2020, McMahon began sharing sexually explicit photographs and videos of Ms. Grant (including pornographic content he recorded) with other men both inside and outside the company, including with members of the television production "tech" team, executive(s),

producer(s), and a world-famous athlete and former UFC Heavyweight Champion with whom WWE was actively trying to sign to a new contract (and ultimately did sign that contract).

16. Given McMahon's omnipotent position at WWE, coercion was inherent in his increasingly depraved sexual demands. Specifically, while McMahon was CEO of WWE and Ms. Grant was employed as an entry level coordinator in the legal department, McMahon recruited individuals to have sexual relations with Ms. Grant and/or with the two of them, directed Ms. Grant to visit Defendant Laurinaitis prior to the start of workdays for sexual encounters, and expected and directed Ms. Grant to engage in sexual activity at the WWE headquarters, even during working hours.

17. All this time, McMahon ordered Ms. Grant to keep their relationship secret (unless otherwise instructed), including lying to maintain whatever cover stories he fabricated.

18. McMahon's assurances that Ms. Grant was safe and independent rang hollow in light of his efforts to isolate her from friends and attempts to chip away at her identity until it was replaced with his desired role for her as his "bitch," his "fantasy," and/or his "porn star" (while occasionally intermixing softer descriptors like "girlfriend" and "baby," even "love" when convenient). He exercised complete ownership and control over both her personal and professional lives.

19. McMahon also subjected Ms. Grant to acts of extreme cruelty and degradation that caused Ms. Grant to disassociate and/or become numb to reality in order to survive the horrific encounters.

20. As one example of McMahon's extreme depravity, on May 9, 2020, he defecated on Ms. Grant during a threesome, and then commanded her to continue pleasuring his "friend"—***with feces in her hair and running down her back***—while McMahon went to the bathroom to

shower off. Upon his return from the bathroom, McMahon and his “friend” actively resumed the threesome, which lasted over an hour and a half, while Ms. Grant remained covered in McMahon’s filth. When McMahon’s “friend” left, McMahon ordered her to stay and to continue to sexually gratify him.

21. In June 2021, McMahon and Defendant Laurinaitis sexually assaulted Ms. Grant inside Laurinaitis’ office in WWE headquarters while colleagues were busy at their desks. Behind a locked door, the two men cornered her and pulled her in between them, forcibly touched her, before ultimately putting her on top of a table in between them. She begged them to stop, but they forced themselves on her, each taking turns restraining her for the other, while saying “No means yes” and “Take it, bitch.”

22. Unsurprisingly, others at WWE knew what was going on. But instead of intervening to protect Ms. Grant, WWE actively sought to conceal the wrongdoing.

23. In January 2022, McMahon told Ms. Grant that his wife had found out about their relationship. Purportedly to avoid divorce, negative publicity, and other repercussions, McMahon said that Ms. Grant’s time at WWE was at an end, but that he wanted her to sign an NDA to ensure her silence on, among other things, his personal misconduct.

24. In the days ahead, McMahon put Ms. Grant under immense pressure to sign, saying that refusing would not only jeopardize McMahon, his family, and the company, but that she’d surely become a public headline, suffer reputational ruin (including from the pornographic content McMahon had captured), and face McMahon’s legal resources. Conversely, McMahon reassured her that her signature would ensure his continued support and protection and safeguard her reputation. Ultimately, Ms. Grant succumbed to the pressure and signed the NDA in exchange for payments – which McMahon later stopped making.

25. Even after pushing Ms. Grant out of the Company and muzzling her with an NDA, McMahon continued efforts to exploit her, including attempting to traffic her to a WWE star who would be in New York City for a live event and TV taping in March 2022.

26. Understandably, Defendants' predatory conduct has left Ms. Grant crippled, both physically and mentally, including from debilitating symptoms of post-traumatic stress disorder and suicidal ideation. These symptoms led to her termination from her subsequent job running her building's operations due to her inability to leave her home for weeks at a time.

27. Despite McMahon's promise of reputational protection, WWE appears to have leaked information that led to the public disclosure of her name by a media blogger who cited "a source in #WWE with direct knowledge of the situation," which, upon information and belief, was an overt intimidation tactic aimed at Ms. Grant.

28. WWE has also attempted to sweep the matter under the rug. Following media reports that McMahon was involved in a "hush money" payment scandal, WWE released a statement in June 2022 to announce that a special committee of its board of directors was investigating the alleged misconduct and appointing Stephanie McMahon as Interim CEO and Interim Chairwoman.

29. In this capacity, Ms. McMahon publicly affirmed her commitment to "doing everything in [her] power to help the Special Committee complete its work...and to implement its findings." She also declared the "importance of a safe and collaborative workplace." Notwithstanding this public statement, the investigation was a sham.

30. In November 2022, WWE touted the conclusion of the Special Committee investigation into the misconduct – yet the Special Committee never even bothered to interview Ms. Grant or request any documents despite Ms. Grant stating that she would cooperate.

31. In SEC filings, the Company tried to divert attention away from McMahon’s abuse of women by focusing on the technical issue of how hush money was accounted for—in the words of the Company, the issue was “*immaterial accounting errors* related to certain payments that Mr. McMahon . . . agreed to make during the period from 2006 through 2022” (emphasis added).

32. Through all this trauma, Ms. Grant has endured profound suffering in silence, feeling of exploitation, loss of security, and the fear of facing the wrath of WWE and McMahon’s army of attorneys if she were to come forward and bring to light the egregious acts detailed herein. That time has passed, and Ms. Grant seeks to hold Defendants accountable for their reprehensible and unlawful acts, for her own sake and for others.

33. Ms. Grant seeks a declaratory judgment that her NDA is invalid under Federal and State laws and asserts claims under other laws, including the Trafficking Victims Protection Act.

PARTIES

34. Plaintiff JANEL GRANT, a Connecticut citizen, is a former employee of WWE, having worked there from June 2019 through March 2022.

35. Defendant VINCENT K. MCMAHON, a Connecticut citizen, co-founded WWE in 1980 and served on the board of directors of WWE from 1980 to September 2023. He is currently the Executive Chairman of the Board for TKO Group Holdings LLC.

36. Defendant WORLD WRESTLING ENTERTAINMENT, INC. n/k/a WORLD WRESTLING ENTERTAINMENT, LLC (“WWE”) is a Delaware limited liability company, whose sole managing member is TKO Group Holdings, Inc. (“TKO”), a Delaware corporation. Until on or about September 12, 2023, WWE was a Delaware corporation with headquarters in Connecticut.¹ On September 12, 2023, a transaction completed between Endeavor Group Holdings

¹ Notably, in its recent Form 10-Q filed with the United States Securities and Exchange Commission, TKO admitted and acknowledged that McMahon’s membership on TKO’s Board of Directors “could expose [TKO] to negative

and World Wrestling Entertainment, Inc., resulted in a merger between the WWE and Ultimate Fighting Championship (“UFC”) promotions and the formation of their new parent company, TKO.

37. Defendant JOHN LAURINAITIS, an Arizona citizen, is the former Head of Talent Relations and General Manager at WWE, who on information and belief was officially dismissed by WWE in August 2022 (amid allegations of misconduct by women in WWE).

NON-PARTY OFFICERS/EMPLOYEES OF WWE

38. At all times relevant, “WWE Corporate Officer No. 2” was a high-ranking employee at WWE who made hiring decisions, conducted prospective employee interviews, and maintained significant control over personnel decisions. WWE Corporate Officer No. 2 worked in these capacities during Ms. Grant’s employment with WWE. This individual is referred to herein as “WWE Corporate Officer No. 2.”

39. At all times relevant, “WWE Corporate Officer No. 1” was a high-ranking employee and Board member at WWE during Ms. Grant’s employment with WWE. WWE Corporate Officer No. 1 continued to work in high-ranking positions in connection with the September 12, 2023, merger. This individual is referred to herein as “WWE Corporate Officer No. 1.”

40. At all times relevant, “WWE Corporate Officer No. 3” was a high-ranking employee and/or Board member during Ms. Grant’s employment with WWE. This individual is referred to herein as “WWE Corporate Officer No. 3.”

publicity and/or have other adverse financial and operational impacts on [TKO’s] business.” See November 7, 2023 Form 10-Q by TKO Group Holdings, Inc., at p. 52, *available at* <https://www.sec.gov/ix?doc=/Archives/edgar/data/1973266/000197326623000009/tko-20230930x10q.htm> (last accessed on November 22, 2023).

41. At all times relevant, “WWE Corporate Officer No. 4” was a high-ranking employee at WWE who worked with legal affairs at the company. WWE Corporate Officer No. 4 held that position from the time of Ms. Grant’s initial employment with WWE until sometime in 2020. This individual is referred to herein as “WWE Corporate Officer No. 4.”

42. “WWE Superstar” is a professional wrestling superstar who performs at WWE-branded wrestling events. During the time of Ms. Grant’s employment, McMahon signed WWE Superstar to a new Booking Contract with WWE. This individual is referred to herein as “WWE Superstar.”

JURISDICTION AND VENUE

43. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331 because Ms. Grant’s claims under the Trafficking Victims Protection Act, 18 U.S.C. §§ 1591, 1595 (“TVPA”), and her cause of action for declaratory relief under the Speak Out Act, 42 U.S.C. § 19401 *et seq.*, all raise a federal question.

44. This Court also has supplemental jurisdiction over Ms. Grant’s state-law claims pursuant to 28 U.S.C. § 1367 because the claims are so related to the TVPA claims as to form part of the same case or controversy.

45. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(2), as a substantial part of the events or omissions giving rise to the claims occurred in the District of Connecticut.

FACTUAL ALLEGATIONS

I. Ms. Grant’s History with McMahon, Laurinaitis and WWE

A. Ms. Grant’s Introduction to McMahon Turns into a Two-Hour Meeting Between a Potential Entry-Level Employee and a Billionaire CEO.

46. Prior to having any involvement with WWE, Ms. Grant was dealing with profound grief following the loss of her parents, whom she cared for full-time as their sole caretaker.

47. After her family passed away, Ms. Grant dedicated herself to finding gainful employment. During this time, Ms. Grant often ran into McMahan's two personal assistants in her building (one of whom was a former grade school classmate of Ms. Grant).

48. Ms. Grant's closest friend in the building was the resident manager. That individual is referred to herein as "Resident Manager." Similar in personality, Ms. Grant and Resident Manager bonded over stories of adversity as they coordinated community initiatives in the building together. Resident Manager was aware of Ms. Grant's efforts to obtain employment.

49. In March 2019, Ms. Grant remained unsuccessful in securing long-term employment. Resident Manager offered to help Ms. Grant, suggesting she could reach out to Defendant McMahan in case he could assist, and texted him to see if he would be willing to speak with Ms. Grant to provide advice about employment.

50. McMahan responded enthusiastically and proposed times to meet with Ms. Grant to discuss employment. Resident Manager passed along Ms. Grant's resume to McMahan ahead of the prospective meeting.

51. Ahead of the meeting, Resident Manager advised Ms. Grant to be energetic as McMahan is "big on energy" and talk to McMahan no differently than she talks to Resident Manager.

52. On or about March 23, 2019, Ms. Grant arrived for the meeting in McMahan's condo with additional printed copies of her resume, a black notepad, and "thank you" cookies.

53. Sitting at his dining table, McMahan looked at Ms. Grant's resume and complimented both her communication skills and "common sense," before discussing little but their personal lives. For example, Ms. Grant told McMahan about the hardship that led to Resident Manager's offer to help and described losing her parents, her family's bankruptcy, and other

trauma that led her to seek financial independence to ensure she would never experience losing her home again.

54. McMahon shared stories about his upbringing, his traumatic childhood, growing up in poverty, and current family dynamics, including his separation from Linda McMahon—described as “his ex” and “long gone.” He added his marital status is an arrangement on paper for business purposes and that he lives a quiet, isolated existence outside of the WWE.

55. At the end of the meeting, McMahon told Ms. Grant that he didn’t just want to give her a job, but “give [her] a life,” and that he would find a place for her at WWE.

56. Stunned, Ms. Grant said that she didn’t know how to thank him for “possibly just changing my life.” McMahon responded that one simple “thank you” is enough and that he’d accept a hug; they stood and embraced.

57. McMahon then told Ms. Grant that he’d “get the ball rolling” on next steps but it was a busy time of year as WWE prepared for WrestleMania, explaining that it was WWE’s “Superbowl.” He then invited Ms. Grant to attend as his guest along with Resident Manager, and added that he would personally select their seats to have the best possible experience.

58. McMahon advised her that his office would reach out to her to set up a meeting with a trusted official, WWE Corporate Officer No. 2, at WWE headquarters. After asking if her cell was the best number to reach her, McMahon shared his personal phone number with Ms. Grant, walked her to his door, and again hugged her while whispering, “So good.”

B. McMahon Arranges for Ms. Grant to Be Hired by WWE—While Beginning to Groom Her for Sexual Exploitation.

59. On March 31, 2019, the day before Ms. Grant was scheduled to meet with WWE Corporate Officer No. 2, McMahon unexpectedly invited Ms. Grant to come back to his condo for pointers for her meeting with WWE Corporate Officer No. 2. When she arrived, McMahon gave

a huge embrace and suggested they sit on the couch. It quickly became clear that McMahon had no intention of giving her pointers for an interview except for a single direction: if the topic comes up during her meeting, Ms. Grant could state they “met through a mutual friend.”

60. During this meeting, McMahon described a surgery he had on his knee by touching Ms. Grant’s leg and drawing a line where the surgery had taken place with his finger. He stated that similar to rehabbing an injury, Ms. Grant cannot let scar tissue build up inside her from trauma as her vulnerability is “a gift.”

61. McMahon explained that people are intimidated around him and are afraid to touch him. McMahon added that he is an affectionate person who likes to hug and “starves” for physical affection. McMahon then led Ms. Grant on a tour of his condo before hugging her goodbye, again whispering “Feels so good.”

62. On April 1, 2019, Ms. Grant met with WWE Corporate Officer No. 2 at WWE Headquarters for a short time. WWE Corporate Officer No. 2 hardly asked any questions, saying that WWE Corporate Officer No. 2 was figuring out where Ms. Grant would be placed and then promised to be in touch again after WrestleMania.

63. Later that day, Ms. Grant texted McMahon and enthusiastically described her meeting with WWE Corporate Officer No. 2. She also commented on a dinosaur skull that she saw on McMahon’s office wall, prompting his response, “btw if Ur a BAD girl the T-rex will eat U” followed by “Seriously Janel wherever U land in WWE U will be a credit to the organization.”

64. On April 7, 2019, Ms. Grant and Resident Manager were provided a “VIP” experience at WrestleMania, including private transportation in a black SUV arranged by McMahon. Per McMahon’s instructions, Ms. Grant diligently took notes about her impressions

from WrestleMania—her first time attending such an event. Ms. Grant left overwhelmed with emotion and feeling hopeful that everything McMahon promised was becoming a reality.

65. Over the next several weeks, McMahon invited Ms. Grant to his condo on several occasions, each time assuring her that he would find the right position for her at WWE.

66. For each meeting with McMahon, Ms. Grant brought sample job descriptions she found online to review with him and demonstrate the types of roles she might fit in. McMahon listened to Ms. Grant, asked her questions, and pointed out qualities that he described as rare gifts, including her “goodness,” “vivaciousness,” “childlike-innocence,” and ability to be “vulnerable”—all things that made her an easy target. McMahon also initiated long physical embraces with Ms. Grant, repeatedly telling her that he trusted her, that he could be himself around her, and how he’d opened his home to her.

67. During one visit to the condo in late April 2019, McMahon did not greet Ms. Grant when she entered, but instead called her to his master walk-in closet. As soon as she turned the corner, McMahon emerged from his bathroom wearing only briefs. Shocked, Ms. Grant turned around and apologized, as McMahon laughed and asked her to turn around. He then handed her a shirt and asked for help with the buttons. McMahon reminded her that he was working hard on her role and said he felt good about her taking care of him.

68. Around that time, McMahon also told Ms. Grant that he would never forget how helpless she looked when they first met, that he wanted to wrap his arms around her, and assured her “that everything is going to be okay” and that Ms. Grant’s problems were in the past. McMahon also told Ms. Grant that he viewed her as a true friend.

69. However, McMahon advised Ms. Grant that people at WWE could never know about their closeness or else rumors would spawn and threaten them – particularly due to Ms.

Grant's physical beauty. McMahon also emphasized that the circumstances could jeopardize the Company. Around this time, he mentioned that he had an attorney on speed dial whom he described as the "best of the best" at making problems—including people who become problems—go away.

70. On April 21, 2019, McMahon unexpectedly invited Ms. Grant to his condo to provide her with an update. Upon her arrival, McMahon assured her Ms. Grant that he was a man of his word that his office would be in touch with her soon with the right role. As she turned to leave, McMahon grabbed a large black electric massager and told Ms. Grant to turn around for a demonstration. He quickly moved to rubbing his hands on Ms. Grant's upper back before reminding her that she would hear from his office about next steps in a day or two.

71. Two days later, Ms. Grant was contacted about further meetings at WWE; a week later, she met with two high ranking human resources employees (referred to herein as "Human Resources Employee No. 1" and "Human Resources Employee No. 2," respectively). Both Human Resources Employee No. 1 and Human Resources Employee No. 2 provided Ms. Grant with their impressions about company culture at WWE and confirmed that "the ball [was] in [their] court" to figure out where she would best fit in at WWE.

72. On May 5, 2019, Ms. Grant visited McMahon's condo again and the topic of "bucket lists" came up, during which Ms. Grant expressed that she always dreamed of attending the Belmont Stakes. McMahon responded that he would personally acquire two tickets for her, which Ms. Grant said she could not accept.

73. McMahon then stood up from his chair and knelt in front of the chair where Ms. Grant was seated, blocking her from standing. He leaned close to Ms. Grant and told her to

kiss him. Ms. Grant paused and gave McMahon a kiss on the cheek, to which McMahon sighed, “That’s not what I meant.”

74. After McMahon walked off to his bedroom and said that he wanted Ms. Grant, she swiftly rejected his advances and tried to reason with him that he was putting her in a bad position. Ms. Grant pled with McMahon to stop and think about what he was doing.

75. McMahon then begged repeatedly simply to hold Ms. Grant.

76. Out of fear for her employment and his earlier implied threats about his legal team dealing with problems, Ms. Grant lay down in bed next to McMahon and kept her hands clasped and ankles crossed, as she acquiesced in saying that he could only hold her, but nothing more.

77. When Ms. Grant tried to make small talk about WWE’s TV storylines, McMahon suggested she watch the next episode of Monday Night Raw and text him before the broadcast. After she agreed, he forcibly kissed her and began pulling down a strap on her sweater. Ms. Grant then sat up, said she needed to leave and had a lot to process, and left.

78. The next day, Ms. Grant watched the show as promised, and texted McMahon to wish him well. She was shocked when he appeared on the show and texted back in the middle of the live broadcast, “That was a very nice message :). Made me smile :):)”).

79. On May 9, 2019, McMahon texted Ms. Grant that she will have a job at WWE by that Friday.

80. The next day, Human Resources Employee No. 2 called Ms. Grant to inform her that the WWE Corporate Officer No. 4, would contact her at 4:00pm to discuss a legal role.

81. After her call with WWE Corporate Officer No. 4, Ms. Grant sent McMahon a “thumbs up” text message to indicate the call went well. Around 7:00pm, WWE Corporate Officer

No. 4 unexpectedly called her a second time and formally offered her a job, saying “Welcome to WWE.”

82. On May 11, 2019, McMahon invited Ms. Grant to his condo again and asked her to lay in bed with him before informing her that he had ordered WWE Corporate Officer No. 4 to offer her the job, even though a job description had not been firmed up beyond a high-level summary.

83. While incredibly excited to finally receive long-awaited employment and financial security, Ms. Grant expressed to McMahon that there seemed to be a conflict between his doing this and his warning to Ms. Grant that no one could know about their closeness. He appeared amused with this, replying “It’s my company.” McMahon then undressed down to his briefs, while Ms. Grant remained clothed, and he began kissing Ms. Grant and inserting his hands into her pants without consent.

84. On May 16, 2019, McMahon informed Ms. Grant that he had obtained two tickets to the Belmont Stakes scheduled for June 8, 2019.

85. On May 17, 2019, Ms. Grant received an offer letter from WWE for an entry level job as “legal administrator-coordinator” with a salary of \$75,000.

86. On May 18, 2019, McMahon summoned Ms. Grant to his condo and she brought a printed copy of the offer letter to review with him. McMahon informed Ms. Grant that her new boss, a WWE employee who worked in risk and government relations (referred to herein as “WWE Employee No. 1”), was a decades-long family friend and confidante, similar in age to McMahon and one of a small, original group (what McMahon called the “titan family”) who helped the WWE expand from a regional promotion to a global juggernaut.

87. McMahon stated that outside of his attorney, WWE Employee No. 1 was the most feared figure in the company because WWE Employee No. 1 usually fired employees. Beyond that, he offered little detail about WWE Employee No. 1's role at WWE. Instead, he focused on WWE Employee No. 1's personal traumas, explaining that similar to Ms. Grant, WWE Employee No. 1 has no family left after WWE Employee No. 1's spouse passed away and that the McMahons and WWE were WWE Employee No. 1's surrogate family. McMahon touted WWE Employee No. 1's loyalty, saying that WWE Employee No. 1 would be able protect Ms. Grant, and then led her to his bedroom while giving her the command of, "Please don't stop this."

88. During the May 18, 2019, encounter, Ms. Grant felt coerced into engaging in sexual activity and that McMahon had trapped her in an impossible situation, as she feared adverse career and personal consequences and legal retaliation if she declined his advances. McMahon stated, "This is what I have been waiting for" as he performed oral sex on Ms. Grant. Ms. Grant asked that protection be used, and McMahon responded that there was no need to worry because he was "clean."

89. Feeling that she was being used for his gratification, Ms. Grant went numb and was unable to make eye contact. McMahon then flipped on his back and said, "Okay, jack 'em off."

90. Disturbed by the nonconsensual sexual encounter, she hoped that McMahon would cease his advances. But his advances continued and left her to fulfill his demands or lose her job.

91. On June 16, 2019, the day before starting with WWE, Ms. Grant attempted to shut down any further physical contact or sexual encounters by admitting to McMahon her unhappiness and concern starting her first-ever job – in his legal department no less – while in a physical relationship with the Chairman and CEO. She requested that they end any physical relationship while remaining friends to avoid any risks to either of them.

92. McMahon refused, saying that it was not ending, it did not need to, and that he did not “ever envision” it ending. He reminded her that he trusted her, reiterated that rumors would lead to trouble, probed whether her silence would be an issue, and brushed off her concerns that she was struggling with the feeling that her job felt unearned. McMahon told Ms. Grant that all she needed to do was not tell anyone and that, “it just has to look legit.”

93. McMahon then spun the conversation and told Ms. Grant to focus on the positives and embrace that her life was about to change, saying “Isn’t that what you’ve always wanted?” McMahon manipulatively emphasized that she’s about to start an adventure and gain a new family with the WWE, as a surrogate for the family that she had lost.

94. Ultimately, Ms. Grant’s unsuccessful attempt to end further unwanted physical contact quickly taught her that her view on the matter was not relevant.

C. Ms. Grant’s WWE Career Commences: Minimal Work and an Absent Boss.

95. On June 17, 2019, Ms. Grant reported to WWE headquarters for her first day of work. With attorneys in glass offices and support staff in cubicles with low walls and tall monitors it was easy to see how much other colleagues worked; as a quiet and small department, it was even easier to overhear their conversations.

96. Ms. Grant was immediately surprised that there was not much work assigned to her, struggling even to appear busy in her new role. In stark contrast to colleagues who complained about overflowing inboxes, Ms. Grant’s phone only overflowed with controlling and sexually charged text messages from the Chairman and CEO, reminding her both of McMahon’s power and ever-present surveillance.

97. Colleagues shared onboarding stories with Ms. Grant and talked about receiving pre-made binders of information or the opportunity to shadow departing employees – none of

which happened for Ms. Grant. Nor did anyone know what her unusual title of “administrator-coordinator” meant.

98. Ms. Grant did not even meet WWE Employee No. 1 until her second week of employment. WWE Employee No. 1 was a lively individual who frequently regaled the legal department with stories of others at WWE. If McMahon’s name was mentioned, WWE Employee No. 1 would turn to Ms. Grant with a smile, a finger point, and/or a comment that drew attention to her connection to McMahon – such as, “She knows what I’m talking about.”

99. WWE Employee No. 1 and Ms. Grant bonded as quickly as McMahon had predicted. Ms. Grant, referred to as “partner” was taught words to live by in WWE, including “We do what’s in the best interests of the company,” “Protect the business,” and, if McMahon wants something, “The answer isn’t ‘no’ but rather how do we make it happen.” WWE Employee No. 1 also impressed on Ms. Grant that job titles “don’t mean anything” for members of McMahon’s inner circle, which she was clearly considered to be a part of.

100. As WWE Employee No. 1 was seldom in the office and required little administrative support, Ms. Grant reported indirectly to another WWE employee within the legal department (referred to herein as “WWE Employee No. 2”), who provided her with occasional projects related to Talent appearances and XFL that helped fill Ms. Grant’s time.

101. Based on her hiring alone, WWE Corporate Officer No. 4 was on notice that there was something different about Ms. Grant; namely, her connection to McMahon. As Ms. Grant feared (and had expressed to McMahon), she was unhappy that a spotlight was unnecessarily put on her before she ever set foot in the office. Ms. Grant immediately noticed that WWE Corporate Officer No. 4 was warm with other colleagues but cold towards her.

102. Beginning in July 2019, after Ms. Grant raised an issue related to XFL's Performance Enhancing Drug Policy with McMahon, WWE Corporate Officer No. 4's behavior shifted from cold to actively hostile. If Ms. Grant walked into a room while WWE Corporate Officer No. 4 was laughing with colleagues, WWE Corporate Officer No. 4's expression immediately became blank and WWE Corporate Officer No. 4 would walk away. If WWE Corporate Officer No. 4 and Ms. Grant walked towards each other in a hallway, WWE Corporate Officer No. 4 stopped and changed directions.

103. Colleagues noticed this shift in behavior; while some commented on it to Ms. Grant, others emulated it.

104. Notwithstanding the issues detailed above, Ms. Grant took her employment seriously. In contrast, McMahon continued a pattern of sending sexually charged messages throughout the work week. Certain her employment depended on her continued appeasement of and obedience to McMahon—and believing she needed McMahon's protection from the suspicious WWE Corporate Officer No. 4 and others—Ms. Grant felt no choice but to respond in kind.

105. From all this, Ms. Grant began to experience debilitating panic attacks in the office on a near-daily basis that left her physically drained. She could not hide the physical symptoms of these attacks and texted Resident Manager, "u should see the way people look at me when I'm having an attack." But while her co-workers noticed, no one dare get involved.

D. McMahon's Coercive Control Tactics to Sexualize and Dehumanize Ms. Grant.

106. In the summer of 2019, McMahon's presence was all-consuming in Ms. Grant's life. In the office, she felt monitored as she was surrounded by allies of McMahon, which led to continued daily panic attacks. Outside the office, McMahon sexualized her entirely. He no longer

referred to her as a friend, and largely stopped talking to Ms. Grant outside of sexting and fantasy talk. Any non-sexual texts related to life and/or work were either ignored or given token responses like “ok” or “yup.”

107. As detailed herein, McMahon was adamant about having Ms. Grant send him explicit photographs, impressing upon her that it was part of her sexuality. Given the control that McMahon had over Ms. Grant’s employment, she felt compelled to comply and sent the explicit photographs to McMahon’s mobile device. Ms. Grant was routinely assured that the photographs she was providing to McMahon were to remain private and were part of their “secret world.”

108. McMahon began to degrade Ms. Grant, calling her “his bitch,” while hinting at a fascination with having other people watch them engage in sexual activity.

109. Additionally, this Complaint details encounters during which McMahon caused Ms. Grant to sustain physical injuries, including bleeding and pain, from forceful use of sex toys. Despite Ms. Grant’s plea to cease any further sexual activity, the number of sexual encounters increased, as did McMahon’s physical aggression during them.

110. Notably, McMahon was most aggressive when using the certain sex toys named after male WWE wrestlers and performers. McMahon named the sex toys so that the color of the toy matched the race of the wrestler—for example, a black “dildo” would be named after an African American wrestler and a white “dildo” would be named after a Caucasian wrestler. In addition to McMahon’s infatuation with pretending that other men (and, namely, certain WWE talent) were in the room with them, this was yet another incremental step in desensitizing Ms. Grant to his fantasy, and eventual demands that she perform sexual acts for and/or have sexual contact with others within WWE.

111. During a David-versus-Goliath-type wrestling match in 2019, Ms. Grant shared with McMahon her thoughts on the event, the draw of rooting for the underdog, and ideas for future events. McMahon complimented her creative input. She believed she was being taken seriously—that is, until McMahon named a dildo after the smaller wrestler and attempted to sexualize the situation, diminishing her input.

112. By fall of 2019, McMahon frequently pressed for pornographic videos and more explicit content. When Ms. Grant expressed apprehension with his requests, McMahon responded with assurances that she could trust him—or questioned why she didn't trust him.

113. McMahon also took care to remind Ms. Grant of his power and influence, such as by flaunting a meeting with the Saudi Crown Prince in October 2019.

E. McMahon Tightens His Grip on Ms. Grant and Discredits Her Doctor, Replacing Him with One of McMahon's Choosing.

114. In addition to her panic attacks, Ms. Grant began experiencing increasingly severe physical, mental and emotional symptoms, including sleep disruption, dizziness, exhaustion, rashes, weight loss, hair loss and migraines.

115. In November 2019, Ms. Grant informed McMahon that her doctor suggested that her symptoms stemmed from trauma and ongoing stress. McMahon mocked her: “emotional trauma my ass!!”

116. However, on November 20, 2019, McMahon insisted that Ms. Grant see a physician of his choosing. This physician is referred to herein as “Celebrity Doctor” and the facility that Celebrity Doctor operated from is referred to herein as “Alternative Clinic.”

117. McMahon and Celebrity Doctor assured Grant that her bills at Alternative Clinic would be taken care of under McMahon's account. After the initial visit, it became apparent to Ms. Grant that McMahon and Celebrity Doctor wanted Ms. Grant to remain in the care of Celebrity

Doctor's practice and Ms. Grant felt pressured to do so. Celebrity Doctor made comments about how Celebrity Doctor/they ("they" referring to McMahon and Alternative Clinic) had "saved her life" and Celebrity Doctor often remarked how Ms. Grant was unable to even make eye contact with Celebrity Doctor during their initial sessions—an obvious sign of trauma.

118. Ms. Grant acknowledged having a relationship with McMahon during visits with Celebrity Doctor, who gave little reaction, save telling her there were "many different paths to God and love."

119. Celebrity Doctor lavished attention, treatments and products on Ms. Grant, all of which were paid for under McMahon's account. Ms. Grant was never provided with any receipts. When Ms. Grant inquired about certain treatments provided, Celebrity Doctor challenged her on whether she trusted Celebrity Doctor and postured that if she didn't trust Celebrity Doctor, then "we should part ways right now."

120. At the outset of her care with Celebrity Doctor, each session lasted up to one hour. Ms. Grant would leave feeling exhausted from Celebrity Doctor's deep dives into her personal and work life as "a coach" focused on behavioral science.

F. In 2020, McMahon Voices Concern about Rumors, Then Publicly Exploits Her, and Ms. Grant's Desperate Attempt to Leave WWE.

121. On January 30, 2020, WWE issued a press release announcing that the company's co-presidents, George Barrios and Michelle Wilson, were departing the company and would no longer serve on its Board of Directors; a significant drop in WWE's stock price followed.

122. The company announced that Frank Riddick III, a member of Board of Directors for more than 11 years, would be interim Chief Financial Officer and report directly to McMahon.

123. On February 3, 2020, McMahon sent a message to Ms. Grant advising he had been informed by WWE Corporate Officer No. 2 that there were a lot of rumors circulating about McMahon and Ms. Grant.

124. McMahon warned Ms. Grant that rumors “were not good for either of them.” Then, on February 10, 2020, without any advance warning, Ms. Grant was temporarily relocated to the XFL workforce.

125. Ms. Grant, having been desperate to escape the feeling of being trapped in her existence at WWE, applied to remain with the XFL on March 6, 2020. She openly vocalized her desire to remain with XFL to colleagues, even referring to her state of work at WWE as “nothingness,” and she sought permission to make the change official from WWE Employee No. 1 and Corporate Officer No. 4 before informing McMahon. Days after this—during which time she had finally told McMahon about her application to remain with the XFL—her request was denied.

126. In the weeks that followed, despite McMahon’s warning about rumors and direction to Ms. Grant to “play dumb,” he began showing explicit photos of Ms. Grant to people both inside and outside the company.

127. On March 26, 2020, McMahon sent a lengthy message to Ms. Grant describing in detail the circumstances surrounding sharing explicit photographs of Ms. Grant to a former WWE referee (referred to herein as “WWE Referee”). McMahon described how WWE Referee left to masturbate and told Ms. Grant she had made a perfect stranger very happy.

128. Ms. Grant initially dismissed this as mere fantasy talk, believing that McMahon would not actually do such a reckless thing. But when she voiced apprehension about McMahon sharing naked photos of her with someone she did not know, McMahon’s response was not to

comfort her, but to assure of WWE Referee's loyalty to him. This sharing of explicit photos terrified Ms. Grant as it illustrated McMahon's sheer lack of self-control, and it further panicked her that these private and intimate photos, which included her face, were being shared with complete strangers.

129. On March 30, 2020, McMahon enthusiastically messaged Ms. Grant that WWE Referee had showed a friend a naked photo of Ms. Grant – which marked the beginning of McMahon sharing Ms. Grant's naked pictures with others (who he encouraged to share with their friends).

130. On March 31, 2020, Ms. Grant expressed concern to McMahon that she had no intention of having sex with these strangers and requested McMahon make that message clear, as she felt threatened and distressed by the responses her pictures were getting. She made clear that she did not want any perception of her moving beyond the point of mere fantasy.

131. Shortly after, McMahon surprised Ms. Grant with news that he had protected her job from a furlough that WWE would imminently announce. The furlough affected a large number of employees and McMahon emphasized that he personally made sure that she would not be one of them – reinforcing her dependency on him, particularly after a majority of the support staff in the legal department (all hired prior to Ms. Grant) were furloughed.

132. McMahon became the most important figure in Ms. Grant's life as he meticulously asserted power and control over almost every aspect of it. Ms. Grant's fears intensified over the consequences that could result from McMahon's actions, particularly by sharing her naked pictures. She became paranoid, completely dependent on and worshipfully devoted to McMahon. He, in turn, pressed forward in exerting his power over Ms. Grant as he saw fit.

G. McMahon Recruits Other Men and Forces Ms. Grant Into Sex Trafficking.

133. In May 2020, McMahon had recruited an individual whom he manipulatively referred to as his “friend” to engage in a “threesome” with McMahon and Ms. Grant. The “friend” turned out to be McMahon’s physical therapist at Alternative Clinic and is referred to herein as “Physical Therapist.”

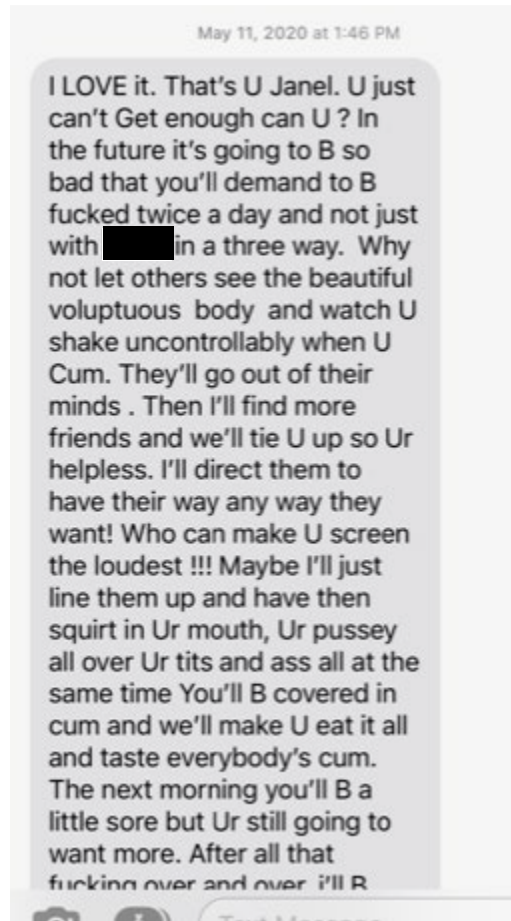
134. To induce Ms. Grant’s participation in the threesome, McMahon began referring to Ms. Grant as his “girlfriend” and sent her a large bouquet of flowers. Nevertheless, on May 8, 2020, Ms. Grant expressed apprehension about participating in the threesome. In response, McMahon insisted that the plans were already made and suggested he would lose a friendship if she did not go through with it.

135. On the day of the threesome on May 9, 2020, Ms. Grant showed up to the condo but reiterated that she did not want to go through with the act. She expressed fear of being thrown around like a “rag doll” by McMahon and Physical Therapist. After Ms. Grant clearly stated she wanted to back out, McMahon responded by telling Ms. Grant for the first time that he loved her, stunning her into silence.

136. McMahon’s manipulative tactic resulted in the outcome he wanted, and he led her down the stairs to the bedroom where Physical Therapist was already waiting to begin the threesome.

137. Early in the encounter, McMahon immediately directed Ms. Grant to lay down on her back in a supplicating position. While straddling over her, McMahon defecated on Ms. Grant’s head. McMahon left to shower off, but he instructed Ms. Grant to remain in place, with excrement in her hair, and to continue performing for his friend. While Ms. Grant requested protection, none was offered. McMahon and Physical Therapist actively continued with the threesome and directed Ms. Grant’s sexual performance for around an hour and a half while she was left covered in feces.

138. Following the threesome, on May 11, 2020, McMahon sent an explicit message to Ms. Grant that further detailed his fantasies of seeing her engaged in sexual relations:



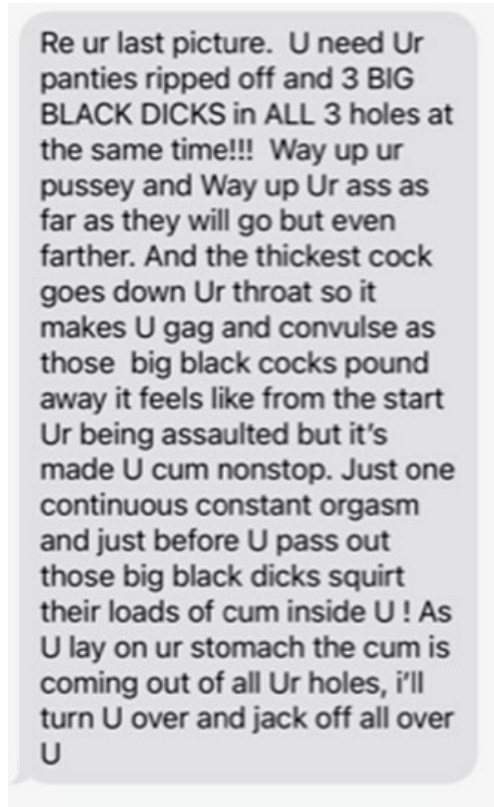
139. McMahon then pressured Ms. Grant into several additional threesomes, in large part because she felt she had no other choice – particularly after McMahon’s comments that he had personally ensured that she had not lost her job.

140. Her subsequent run-ins with Physical Therapist at Alternative Clinic also served as a reminder of how much was at stake if she did not obey; McMahon controlled Ms. Grant’s employment, income, paid for her medical care, circulated naked pictures of her, and ignored her lack of consent for the first threesome.

141. Indeed, when text conversations would begin to cross over from McMahon’s fantasies into reality, Ms. Grant often attempted to avoid physical encounters with Physical

Therapist—as on September 23, 2020, when she told McMahon there was “no room for a 3rd body.”

142. After the threesomes began, McMahon became more sadistic and his fantasies focused on control, such as choking, sensory deprivation, pain, humiliation, and group scenarios in which Ms. Grant was to be physically overwhelmed and subservient:



Re ur last picture. U need Ur panties ripped off and 3 BIG BLACK DICKS in ALL 3 holes at the same time!!! Way up ur pussey and Way up Ur ass as far as they will go but even farther. And the thickest cock goes down Ur throat so it makes U gag and convulse as those big black cocks pound away it feels like from the start Ur being assaulted but it's made U cum nonstop. Just one continuous constant orgasm and just before U pass out those big black dicks squirt their loads of cum inside U ! As U lay on ur stomach the cum is coming out of all Ur holes, i'll turn U over and jack off all over U

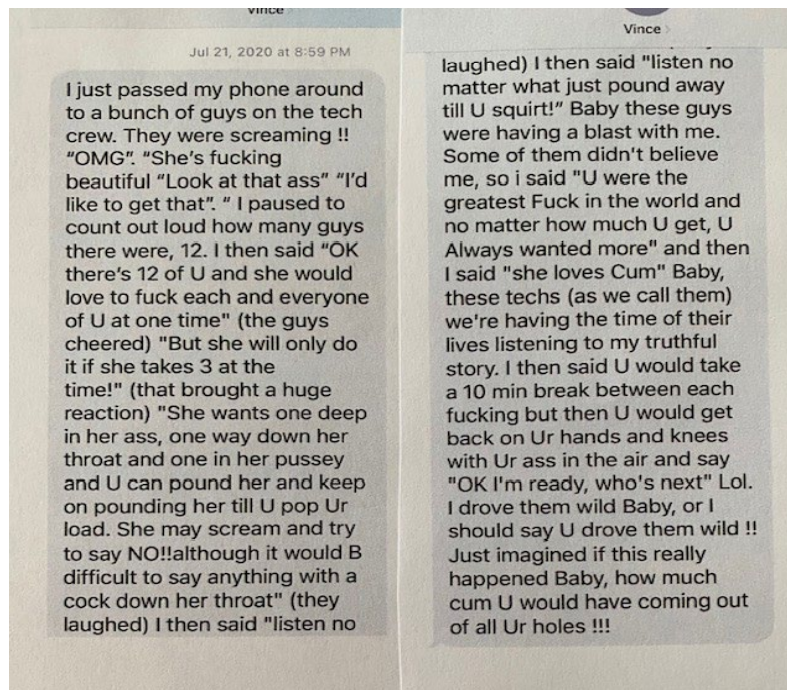
143. On one occasion, he instructed Ms. Grant: “Do NOT knock on the door cause if I see U ::: I will rape U in the hallway.”

144. To leave no doubt regarding the dynamic of their relationship: on May 12, 2020, McMahon texted Ms. Grant, “i’m the only one who owns U and controls who I want to fuck U,” a theme that was often reiterated throughout their involvement.

145. On June 17, 2020, Ms. Grant sent texts to McMahon noting her one-year anniversary in joining WWE; McMahon ignored her.

146. A month later, McMahon reminded Ms. Grant about the far-reaching results of his texting out explicit content of her: “By now thousands of men see U everyday all over the world. They all want to fuck you.”

147. Around this time, McMahon openly shared explicit photographs and salacious stories about Ms. Grant with WWE crew at TV tapings, a group McMahon also referred to as her “fan club.” Indeed, McMahon exuberantly messaged her a “truthful story” of having just shared explicit content of her with a group of twelve men on the WWE tech crew and recounted the obscene details he shared with them:



148. On the occasions when Ms. Grant informed McMahon that she was physically injured during their sexual encounter, McMahon’s responses varied from apologies to non-accountable pushback and blaming impulse control. When encounters were particularly brutal, Ms. Grant learned to bookend the truth of her injuries with compliments to create the least amount of pushback from McMahon. However, Ms. Grant sustained brutal and painful injuries, including

bleeding, swelling, bruising, and spasms of incontinence resulting from McMahon's forceful use of his fists, adult toys, and objects unsafe for vaginal insertion or penetration.

149. For instance, on August 28, 2020, Ms. Grant texted McMahon that she was injured during their latest sexual encounter, as a result of McMahon's insistence on penetrating Ms. Grant with "extra-large" sex toys, including a vibrating wand that caused her to panic. McMahon ignored Ms. Grant's warning that the device was not meant for insertion and forcefully shoved the wand inside of her so deeply that it became stuck for a period. She texted she was in pain and "bleeding a lot between last night and today" and "I'm on the floor right now bcuz I can't get comfortable" and on August 29, 2020, she texted him an update that she was "still really uncomfortable" and "I got hurt in some way that I'm having trouble describing." McMahon did apologize, saying that "Sometimes I just get carried away."

H. McMahon Recruits Laurinaitis Into his Exploitation of Ms. Grant and Transfers Her Into Laurinaitis's Department at WWE; Trafficking and Sex Acts at WWE Headquarters.

150. During this time, Ms. Grant became so sick from the stress of the situations that McMahon had subjected her to that her weight plummeted to just over 100lbs – which McMahon ignored.

151. One distressing event occurred on November 21, 2020, when McMahon drove Ms. Grant to WWE Headquarters to fulfill his fantasy of having a sexual encounter with her in his office, causing Ms. Grant to suffer a panic attack in the passenger seat while pleading with McMahon to change his mind and drive her back home. McMahon scoffed and then gave her an ultimatum: either have a sexual encounter in his office or inside the parked car. Terrified, Ms. Grant obeyed McMahon's directions and they entered WWE headquarters for the encounter.

152. Further, despite Ms. Grant's repeated statements that she did not consent to threesomes with McMahon and Physical Therapist, McMahon advertised her to others and told her that he had found another person to join them: Defendant John Laurinaitis.

153. In November 2020, McMahon pressed Ms. Grant to make explicit photos and videos to send to Laurinaitis. McMahon orchestrated exchanges by instructing Ms. Grant when to create explicit content for Laurinaitis, including what to say, and provided her with notes to adjust her performance. McMahon then facilitated the exchange of explicit content back and forth between Ms. Grant and Laurinaitis. Notably, even once phone numbers were exchanged between Ms. Grant and Laurinaitis, McMahon insisted that he be privy to any messages that Ms. Grant sent to Laurinaitis, and demanded that she report back about all interactions, further illustrating the level of control he held over Ms. Grant.

154. On or about December 29, 2020, a threesome was arranged between McMahon, Laurinaitis, and Ms. Grant at McMahon's condo – McMahon instructed her to tell Laurinaitis that she was a neighbor and girlfriend working in the legal field (but not at WWE).

155. Shortly after meeting Laurinaitis, Ms. Grant asked him if she was the first woman whom McMahon had introduced him to in such a setting. Laurinaitis failed to respond and shot a look directly at McMahon, who quickly intervened by kissing Ms. Grant and initiating the sexual encounter amongst the three of them. Once again, Ms. Grant asked for protection; once again, her request was denied after an assurance that Laurinaitis was "clean."

156. In the days that followed, McMahon texted her that Laurinaitis "hugged me like a bear and said thank you to me about 12 times already." In contrast, Laurinaitis messaged Ms. Grant, "Thanks for the fun afternoon."

157. On or around January 25, 2021, Ms. Grant was reassigned to directly support WWE's new hire, a high-ranking employee in the legal department.

158. On February 5, 2021, McMahon sent Ms. Grant to establish a schedule for when other men (including Physical Therapist and Laurinaitis) could have sex with Ms. Grant, which Ms. Grant attempted to rebuff:



159. Texts like this – a shift schedule – caused Ms. Grant to suffer breakdowns over how her original hope for a new life had been reduced to an objectified and dehumanized existence, with no way out.

160. On or about March 6, 2021, a second threesome between McMahon, Laurinaitis and Ms. Grant occurred.

161. In March 2021, WWE had still not hired a replacement after WWE Corporate Officer No. 4's termination in November 2020. On March 9, 2021, McMahon informed Ms. Grant, still an entry-level coordinator, that top executives in the Company knew about their relationship and that her presence in the legal department was effectively delaying the Company's efforts to

hire a new replacement for this high ranking official, reinforcing the fact that many within the Company were well aware of the circumstances detailed herein.

162. As a result, McMahon stated the plan was for her to change departments and he verbally directed Ms. Grant to transfer to the Talent Relations Department, reporting to Laurinaitis.

163. On March 10, 2021, Ms. Grant sent McMahon a text message recapping their conversation and expressing shock and a range of concerns, including about Laurinaitis. Essentially, Ms. Grant expressed a desire to be treated humanely and taken seriously, which she acknowledged could be an “uphill battle.”

164. Unfortunately, Ms. Grant’s transfer to the Talent Relations department came with the expectation, from both McMahon and Laurinaitis, that she engage with Laurinaitis sexually, both physically and with explicit content.

165. On March 10, 2021, WWE Corporate Officer No. 2 informed Grant that day that she would officially be moved to Talent Relations and would quickly begin reporting to Laurinaitis, although details about her role, including a title and salary, were still being firmed up. In essence, Ms. Grant again found herself in a completely undefined role, except for the understanding that she remain a sexual slave to be used and trafficked by McMahon within the WWE.

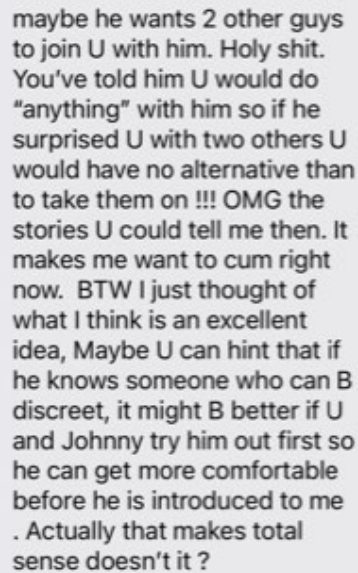
166. On March 12, 2021, McMahon reminded her of the connection between her job and her role as a sexual object: “Let’s work hard and PLAY hard too !!!”

167. On March 16, 2021, Ms. Grant was directed to pick up a key to Laurinaitis’ hotel room and serve herself to him as “breakfast” before the start of work.

168. McMahon constantly reinforced the expectation that Ms. Grant sexually perform for him and her new boss Laurinaitis, both in and out of the office. McMahon wrote on March 22,

2021, “Do U promise to make me proud Baby? Will U show him what a Porno Star U can B. Will U Show Off for me like never before ?????” and “On days when he’s in town, I want him to fuck U every morning and later In the office too.”

169. McMahon also indicated on April 2, 2021 that Ms. Grant should obey if Laurinaitis wanted to bring in yet more men:



maybe he wants 2 other guys to join U with him. Holy shit. You've told him U would do "anything" with him so if he surprised U with two others U would have no alternative than to take them on !!! OMG the stories U could tell me then. It makes me want to cum right now. BTW I just thought of what I think is an excellent idea, Maybe U can hint that if he knows someone who can B discreet, it might B better if U and Johnny try him out first so he can get more comfortable before he is introduced to me . Actually that makes total sense doesn't it ?

170. In April 2021, WWE’s Senior Vice President of Human Resources was fired.

171. The same month, McMahon informed Ms. Grant that that she would be given the title of Vice President, Operations, within the Talent Relations department. However, days later, McMahon backtracked and said she would be a director of operations instead, to avoid suspicion of a sudden promotion to vice president.

172. During this conversation, McMahon told Ms. Grant that he had expressed to other WWE management that he wanted her to reach the level of Vice President and spend a year or two in the position, as she would be able to “take the experience anywhere.”

173. Ms. Grant left this conversation with McMahon hoping that she could escape this situation with her finances and reputation intact. She just needed to survive until that point.

174. In an April 2021 meeting between Ms. Grant and WWE Corporate Officer No. 2, WWE Corporate Officer No. 2 acknowledged that the jump initially proposed to Vice President was too big and could put a target on Ms. Grant's back. Nevertheless, WWE Corporate Officer No. 2 presented Ms. Grant with paperwork detailing a base salary increase to \$200,000 as Director of Operations.

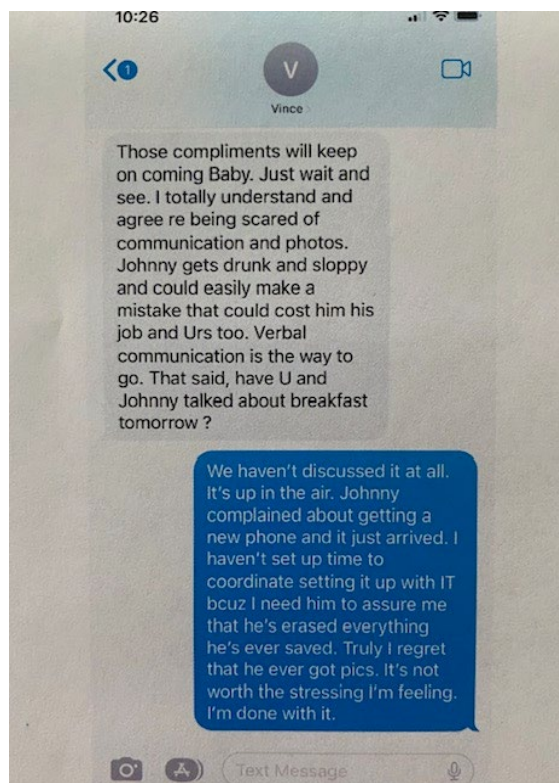
175. As soon as Ms. Grant began working directly for Laurinaitis, forcible touching and overtly sexual behaviors became part of daily life when he was in the office. On numerous occasions, Ms. Grant was directed to visit Laurinaitis at his hotel room before work to serve herself to him as his "breakfast." These devastating experiences made Ms. Grant feel as though she were being pimped out as an object for sexual gratification for her new boss. Upon information and belief, corporate funds from the WWE were used to finance Laurinaitis's hotel stays when these coerced sexual encounters occurred.

176. Per McMahon's instructions, Ms. Grant reported interactions with Laurinaitis back to McMahon, for whom the stories served as a source of arousal.

177. The arrangement with Laurinaitis left Ms. Grant miserable and enraged. However, in her years of experience with McMahon, she knew her requests to stop would be ignored at best or used to destroy her career and reputation at worst. Ms. Grant was further left feeling isolated by colleagues and surveilled by the top-level employees within WWE.

178. Professionally and personally, Ms. Grant's fate was entirely in the hands of McMahon, Laurinaitis, and the other WWE executives who enabled her abuse.

179. On May 24, 2021, McMahon messaged Ms. Grant to remind her that a mistake could destroy her career and that she should pursue verbal communication rather than written where possible:



180. Panic that someone else's mistake could cost Ms. Grant her livelihood left her feeling helpless and afraid of what would happen if McMahon's mood shifted, leading her to message him expressions of loyalty, love, and submission as a coping mechanism and with the hope that he would protect her.

181. On June 14, 2021, Ms. Grant again told McMahon that she did not want to engage in sexual encounters with Laurinaitis, adding "I've left that hotel feeling bad about myself every time." McMahon responded that the one-on-one encounters could cease, but that he expected threesomes with Laurinaitis to continue.

I. McMahon and Laurinaitis Confined Ms. Grant in an Office for an Abusive Sexual Assault at WWE Headquarters.

182. The following morning, on June 15, 2021, at approximately 7:51am, Ms. Grant messaged McMahon that, due to her work on an important project, she did not want a threesome that week as a “3some won’t set me up for success. It’ll knock me out.” To avoid pushback from McMahon, Ms. Grant offered the following week instead.

183. McMahon and Laurinaitis ignored her plea and brought her into Laurinaitis’ office, forcibly touching and undressing her before forcing her to engage in a threesome on a conference table. Ms. Grant pleaded, “No, no, no” and “Please stop”; McMahon responded with “No means yes.” Ms. Grant again told them to stop. Instead, McMahon licked his fingers and penetrated Ms. Grant and said, “Take it, bitch.” With each taking turns restraining her for the other, Laurinaitis then joined by forcibly shoving his tongue, then penis, into Ms. Grant’s mouth.

184. On June 23, 2021, around 11:42am, McMahon directed Ms. Grant – in the middle of a workday - to meet him on a lower floor. When Ms. Grant arrived, McMahon led her inside his private locker room, locked the door, and forced himself on her over a massage table. Later that day, \$15,000 in gift cards to Bloomingdales were purchased at McMahon’s direction and delivered by McMahon’s personal assistant to Ms. Grant in her office.

185. On multiple other occasions while Ms. Grant worked under Laurinaitis, including after McMahon’s promise that one-on-one encounters would end – and even after his wife moved across the country to join Laurinaitis – he would call Ms. Grant to his office, lock the door, unzip his pants, and instruct Ms. Grant to perform oral sex.

186. Through all this, Ms. Grant noticed that the less she sexually engaged with Laurinaitis, the less work she had as Laurinaitis began to belittle Ms. Grant in front of colleagues. Fearing for herself and her future, Ms. Grant asked Laurinaitis whether he still supported her

promotion to vice president. He deflected with an answer about considering all options and changed the topic. The extreme uncertainty and fear for her future exacerbated Ms. Grant's physical symptoms of illness, including gastrointestinal issues and vomiting, which continued to worsen over the remainder of her time with WWE.

J. McMahon Uses Ms. Grant as a Sexual Pawn to Entice World-Famous Wrestling Talent and to Keep WWE Superstar Under Contract with WWE.

187. WWE Superstar is famous world-wide as a top talent with WWE with a large collective fan base that helps generate viewership and drives in-person attendance, all of which enrich WWE and McMahon.

188. Upon information and belief, McMahon began to recruit WWE Superstar for a sexual encounter with Ms. Grant while she was still a coordinator in the legal department. By July of 2021, McMahon informed Ms. Grant that WWE Superstar would be their next "playmate."

189. As in other instances, McMahon described his fantasy of seeing Ms. Grant engaged in unmerciful sexual acts with WWE Superstar during which he would "rip" her open.

190. McMahon also confided to Ms. Grant that he wanted to have WWE Superstar under a new contract, while WWE Superstar indicated an interest in a return to other professional endeavors.

191. On or about July 12, 2021, McMahon directed Ms. Grant to create personalized sexual content for WWE Superstar. McMahon shared the photos with WWE Superstar and then informed Ms. Grant that "he likes what he sees."

192. On July 21, 2021, McMahon flew and/or caused WWE Superstar to fly on a jet into a local airport and travel into Connecticut (across state lines) for what McMahon described to Ms. Grant as a "business dinner," as well as a sexual encounter with Ms. Grant in McMahon's condo. Upon information and belief, the dinner was to discuss WWE Superstar's continued

involvement with WWE. Prior to the “business dinner” with McMahon, WWE Superstar made a brief visit to Ms. Grant’s building. However, WWE Superstar did not return to the building for a sexual encounter because he was too intoxicated and taken back to the plane.

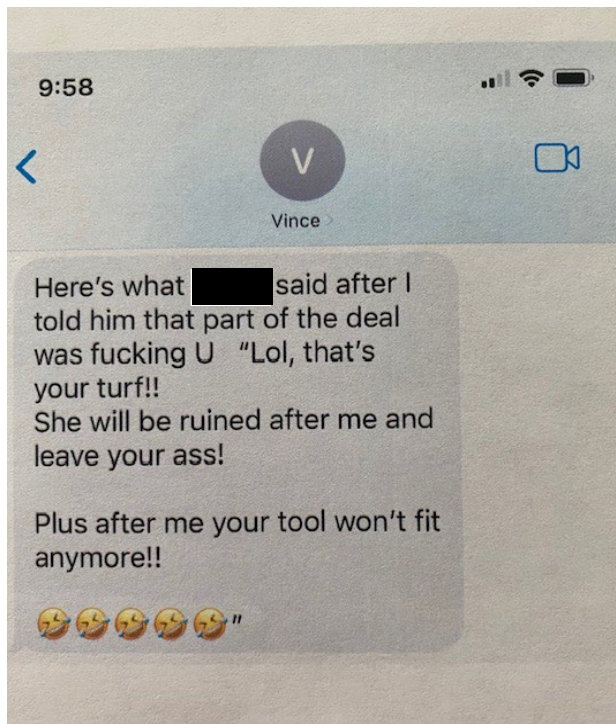
193. Later that evening, after McMahon recounted the story about his dinner with WWE Superstar to Ms. Grant, he sought to salvage the night with a request that they “role play” a sexual encounter, in which McMahon acted as if he were WWE Superstar. McMahon was so physically rough with Ms. Grant during this encounter, that Ms. Grant begged McMahon to stop numerous times, including loud cries of “Help!” “I’m serious!” and “I’m scared!” as he – among other things – penetrated her, fisted her, pulled her hair, pinned her, shoved her, and open-palm slapped her. McMahon’s assault caused Ms. Grant to break down weeping and curl into the fetal position with her arms pulled up to protect her face. McMahon alternated between slaps and shoves before admitting that “I’m really fucking up with you right and left tonight, huh?”

194. McMahon forbade Ms. Grant from leaving his condo that night unless she could verbally assure him that there wasn’t a problem and everything between them was okay. Notably, however, he made no effort to check on her well-being after she left his condo.

195. On August 26, 2021, WWE held its second biggest annual event, SummerSlam, in Las Vegas’ Allegiant Stadium. Around this time, McMahon and WWE Superstar privately reached an informal agreement about his return.

196. That night, McMahon texted Ms. Grant a reminder that she was an enslaved object to him: “*I want to drive U lower and lower. So low that U might beg me to sell U*” (emphasis added).

197. McMahon continued to advertise a sexual encounter with Ms. Grant to WWE Superstar during the formal negotiation of a new Booking Contract with WWE:



198. In December 2021, McMahon gave Ms. Grant's personal cell phone number to WWE Superstar and promised "she'll do anything" requested of her.

199. In the days that followed, WWE Superstar revealed a fetish to Ms. Grant and tested McMahon's promise that Ms. Grant would "do anything" with a request that she send a video of herself urinating.

200. Unable to recognize herself, Ms. Grant went numb and obeyed. WWE Superstar informed Ms. Grant if she had not complied with the request, WWE Superstar would have lost any interest in her and then called her a "bitch."

201. That same month, WWE Superstar expressed to Ms. Grant his desire to "set a play date" and have a sexual encounter. However, a snowstorm changed WWE Superstar's travel plans and Ms. Grant ultimately used the weather and COVID-19 as an excuse to back out.

K. McMahon Tells Ms. Grant That his Wife Has Learned About Her and Pressures Ms. Grant for an NDA.

202. In early January 2022, McMahon abruptly distanced himself from Ms. Grant, saying that he could not speak to or be in the same room as her.

203. On January 9, 2022, McMahon agreed to speak with Ms. Grant at his condo. During this meeting, McMahon told Ms. Grant that his wife, Linda McMahon, had learned about his relationship with Ms. Grant, that he was losing his condo, and that she would divorce him. He added, too, that a public divorce would make Ms. Grant a headline.

204. Purportedly to salvage his marriage and avoid both the negative publicity and other repercussions of a divorce, McMahon wanted to ensure that Ms. Grant would remain silent about his personal misconduct in order to preserve his controlling interest in WWE. McMahon told Ms. Grant that if she left WWE and signed an NDA, he was confident Linda McMahon would not divorce him, he could remain in the condo, and Ms. Grant would avoid reputational harm.

205. McMahon instructed Ms. Grant that she should not go back to the office and immediately lessen her involvement on open work items. Ms. Grant expressed concerns about both her name being mentioned in the media and the loss of control over her image, especially as McMahon had shared content of her for close to two years, and the ramifications for her career. McMahon suggested that he would attempt to help keep Ms. Grant's reputation intact, and that he or WWE Corporate Officer No. 1 would personally help Ms. Grant to find another job.

206. McMahon also instructed Ms. Grant not to share this news with anyone, and suggested she offer health-related excuses if asked about leaving WWE.

207. Regarding the NDA, Ms. Grant asked McMahon, "Is this when Jerry sends the papers?" McMahon nodded and assured Ms. Grant that they would be "in the driver's seat" to

iron out terms together but she would need an attorney to make things official and approved of Ms. Grant asking Celebrity Doctor for an attorney referral.

208. Following this discussion, McMahon led Ms. Grant to his bedroom for another sexual encounter.

209. On January 14, 2022, McMahon sent Ms. Grant a to-do list for purposes of effectuating the NDA, such as retaining counsel, and also included an offer for one-on-one career coaching. McMahon suggested the list had been drafted by WWE Corporate Officer No. 2.

210. Before Ms. Grant retained counsel, McMahon discussed the amount of money that would be exchanged for the NDA and settled on a lump sum of \$3,000,000 after Ms. Grant told McMahon his initial offer of \$1,000,000 was not enough to compensate for the lost earning potential and the fact that she would be unable to continue the promised career trajectory of Vice President, as well as failing to last as a Director for a full year.

211. Before Ms. Grant retained counsel, McMahon called Ms. Grant with an update and informed her that McMahon's attorney and counsel for WWE insisted on installment payments due to "cash flow purposes." When Ms. Grant responded that this reasoning did not make sense for a billionaire, McMahon insisted that it was not his idea.

212. On or about January 19, 2022, Ms. Grant advised McMahon that she had contacted Celebrity Doctor about an attorney referral, and on that physician's recommendation, and upon McMahon's approval, she signed a retainer agreement with a lawyer later that day.

213. On January 24, 2022, McMahon continued to engage in sexual text message exchanges with Ms. Grant, including encouraging her to send an explicit photo to WWE Superstar. McMahon also requested Ms. Grant send him content she had sent to WWE Superstar.

214. The “negotiations” of the NDA were brief – lasting only eight days. Ms. Grant reminded McMahon that the NDA ought to address people who knew about their relationship, including, but not limited to: WWE Corporate Officer No. 1, WWE Corporate Officer No. 2, John Laurinaitis, and McMahon’s personal assistants. Ms. Grant and her attorney sought to incorporate the list of individuals who had knowledge of the relationship into a Schedule A in the NDA. Ms. Grant’s requested revisions were flatly rejected by McMahon and WWE, who reverted to their original draft rather than incorporate any of her proposed changes – with the exception that, as of the date of execution, Ms. Grant would not speak of the relationship.

215. On or around January 26, 2022, McMahon articulated an even more pressing need to get the NDA signed immediately, informing Ms. Grant that he was under a tight deadline to report pending or threatened legal actions to the WWE Board of Directors – specifically the Audit Committee – and that McMahon and his attorney could not do so unless Ms. Grant signed the NDA. He informed Ms. Grant that Board members were concerned about the delay.

216. Furthermore, McMahon repeatedly pressed Ms. Grant to stop her attorney from any further “wordsmithing” and blamed Ms. Grant’s attorney for not understanding the urgency of the situation. Also, despite any previous approval, McMahon now expressed that both he and his attorney had concerns about Ms. Grant’s attorney and warned her that her counsel could not be trusted, which in turn caused Ms. Grant to question her trust in her personal attorney.

217. On or around January 26, 2022, Ms. Grant became so overwhelmed that she asked to simply give notice without the need for a payment, even offering to sign a napkin or Post-It as a sign of goodwill. McMahon flatly rejected her desire to back out.

218. On January 27, 2022, just eight days after Ms. Grant had hired an attorney, McMahon left Ms. Grant a lengthy audio message explaining why they needed to go through with

the NDA, pushing her to hurry up and sign the NDA and advising that he would be “double fucked” if she did not (presumably referring to both his divorce and report to the Board of Directors).

219. Between on January 27, 2022 and January 28, 2022, there were unresolved edits that led to panicked phone calls, including an attorney confidentiality clause and signatory line that Ms. Grant’s counsel said he would never sign. Also, the deadline to sign the NDA was pushed up from January 31 to January 28, 2022.

220. McMahon continued pressuring Ms. Grant with calls, during which he pleaded, demanded, threatened, and begged her sign the NDA and reminded her that by not signing, she would jeopardize him, the company, and his family, and that she would surely become the subject of national headlines and ruin her reputation if she did not sign the NDA by the start of WWE’s live programming schedule on January 28. He reassured her that nothing would change between them, and she would emerge with her reputation intact if she would simply sign the NDA.

221. In a state of mental defeat and fear from McMahon’s threats, Ms. Grant succumbed to his unrelenting pressure and signed the NDA just before the deadline on January 28, 2022.

222. On February 4, 2022, Ms. Grant was wired \$1,000,000 as the first installment of the NDA. On February 28, 2022, Ms. Grant was wired \$10,000 to cover her attorneys’ fees incurred in connection with the NDA. Both wires were sent with originator described as “Vincent K. McMahon C/O WWF...”, and originator address “1241 EAST MAIN STREET, STAMFORD, CONNECTICUT, 06902 UNITED STATES.”

223. On February 9 and 10, 2022, Ms. Grant gave notice to Laurinaitis and put human resources at WWE on official notice that she was leaving WWE.

224. After signing the NDA, Ms. Grant continued to ask about who had told Linda McMahon, as she was concerned about her ability to obtain employment in the future. McMahon responded that it did not matter and that he was tired of her questions.

225. After the NDA was signed, McMahon, wearing only a white robe, met Ms. Grant in his condo to review outstanding business items. As Ms. Grant was proceeding to the door to leave, McMahon grabbed her arm before she exited and commanded her to do “one last thing” and get “on your knees.”

226. As Ms. Grant knelt on the hard floor, barely a few feet away from the front door, McMahon opened his robe and ordered her to “Eat him!” McMahon grabbed the back of Ms. Grant’s head and slammed her face into his crotch a couple times until she gagged and pushed him away, telling him to stop and that she couldn’t breathe. McMahon responded that she wouldn’t get away that easily and held her head as he forced himself back in her mouth until she had no air. Ms. Grant tried to push him away but he held her head firmly in place and loudly commanded her to “Look up!” followed by “Take it, bitch.” They momentarily made eye contact before McMahon’s force caused Ms. Grant’s body to convulse and retch with tears streaming down her face. McMahon then released his hold and closed his robe as she stood up. After leaving, Ms. Grant never saw McMahon again.

227. On March 2, 2022, while Ms. Grant was away on a trip to Florida, McMahon called Ms. Grant to advised that it would probably be the last time she would hear from him and, if she needed anything, to contact WWE Corporate Officer No. 1 or WWE Corporate Officer No. 2. Over the course of an approximately half hour call, McMahon lamented both his inability to focus on the upcoming WrestleMania and how his personal life had blown up over the past few weeks. Towards the end of their conversation, McMahon and Ms. Grant agreed to resume contact after

WrestleMania. He also instructed Ms. Grant to continue having sexual relations with other men, including WWE Superstar, in the meantime.

228. On or around March 4, 2022, WWE Superstar messaged Ms. Grant that he was in New York. In line with McMahon's orders, Ms. Grant texted WWE Superstar explicit pictures.

229. On March 27, 2022, WWE Superstar reached out to Ms. Grant again. Ms. Grant interpreted these back-to-back advances as an indication of McMahon's continued control.

230. On March 30, 2022, Ms. Grant's counsel received a call from McMahon's attorney advising that there had been an anonymous email about the relationship between Ms. Grant and McMahon and Laurinaitis. Later, in June and July 2022, stories were published regarding the matter of McMahon's multiple NDAs with various women associated with WWE and others. Ms. Grant did not receive another payment under her NDA in February of 2023.

231. Further, despite assurances from McMahon that he would cover her medical care and the costs associated with her tax liability for the \$1,000,000 payment, McMahon has refused to cover those costs. McMahon continued to pay for Ms. Grant's medical care until April 15, 2022, when it abruptly ceased.

II. Gifts Given to Plaintiff during Time with WWE and Association with McMahon.

232. From 2019 until early 2022, McMahon provided Ms. Grant with "gifts" to keep her under McMahon's control. Upon information and belief, the gifts provided to Ms. Grant included ones purchased by McMahon and expensed them to WWE.

233. Examples of the items received by Ms. Grant from McMahon in 2019 included the following:

- a. Alternative Clinic medical care and medical & cosmetic services and products;
- b. Clubhouse Access tickets to the Belmont Stakes;
- c. WrestleMania private full day transportation & premium tickets;
- d. A \$2,000 Nordstrom gift card; and
- e. A massive box of Godiva.

234. Examples of the items received by Ms. Grant from McMahon in 2020 included the following:

- a. \$20,000 towards surgery (paid directly to a surgeon's office);
- b. Pearl/diamond pave lariat necklace from Betteridge in Greenwich, CT;
- c. Blue cashmere knee length cardigan (Nordstrom);
- d. Blue Burberry check cashmere scarf (Nordstrom);
- e. Blue cashmere & fur hat (Nordstrom);
- f. Grey cashmere shawl (Nordstrom);
- g. Celine sunglasses (Nordstrom);
- f. Cable knit throw blanket; and
- g. Large bouquets of flowers delivered approximately every other week.

235. Examples of the items received by Ms. Grant from McMahon in 2021 included the following:

- a. 2022 BMW 430XI;
- b. \$5,000 gift certificate at Landphier Spa;
- c. Two private chef-catered dinners in McMahon's condo;
- d. Gold & diamond pave paperclip necklace from Betteridge in Greenwich, CT;
- e. \$15,000 Bloomingdales gift cards;
- f. Food assortment display & antique tea ceremony set from Saudi Arabia; and
- g. Large bouquets of flowers delivered approximately every other week.

III. Ms. Grant was a Subordinate and Vulnerable Victim to Predators, Not a Consenting and Willing Participant.

236. Ms. Grant was groomed and coerced by McMahon and Laurinaitis, and the WWE stood by and facilitated efforts to keep Ms. Grant employed by WWE to ensure McMahon's continued sexual exploitation. In addition to what Ms. Grant (and her medical providers who examined her following the abuse) will testify to, there is ample other evidence of Ms. Grant's mental state and her attempts to avoid the unfortunate circumstances she found herself in.

237. In January of 2021, Ms. Grant sent a message to Resident Manager stating that she was miserable at WWE: "I don't say it to Vince but (as grateful as I am for my job & my salary, I actually am miserable... mismanaged all the time, they admit they don't know what to do with me,

nobody gave a fuck when I was harassed & retaliated against to the point my reputation was questioned & my work was taken away).”

238. As further alleged throughout this Complaint, Ms. Grant was frequently referred to as McMahon’s “bitch.” On multiple occasions, Ms. Grant objected to this treatment.

239. As alleged herein, before Ms. Grant was being routinely directed by McMahon to engage in sexual contact with other men, Ms. Grant had expressed her apprehension about McMahon’s “fantasy” texts manifesting and graduating into reality.

240. Further, at nearly all relevant times, Ms. Grant was an employee of the WWE and could reasonably expect, at a minimum, to lose her position if she did not comply with the wishes of McMahon.

IV. McMahon Controlled WWE During Ms. Grant’s Employment, and the Company Knew, But Did Nothing About, McMahon’s Exploitation of Ms. Grant.

241. As detailed herein, WWE knew of McMahon’s illegal conduct and did nothing to stop it. This is self-evident from the numerous executive level and board members who were privy to McMahon’s involvement with Ms. Grant, as well as his prior incidents involving sexual misconduct.

242. For instance, in or around March 2021, Ms. Grant introduced herself to WWE Corporate Officer No. 1 when they passed one another in the hallway. WWE Corporate Officer No. 1 responded by telling Ms. Grant that WWE Corporate Officer No. 1 knew exactly who she was.

243. WWE Corporate Officer No. 1 maintained an office suite on the executive 4th floor of WWE’s company headquarters at 1241 East Main Street. Meanwhile, Ms. Grant’s cubicle in the company’s legal department was in a different building (1266 East Main) and across the street from WWE Corporate Officer No. 1’s office. Ms. Grant had no physical presence at 1241 East

Main Street until the beginning of February 2021, when she began to report to an attorney who kept an office in both buildings.

244. Given that WWE Corporate Officer No. 1 a very high-ranking WWE officer and Ms. Grant was an entry-level coordinator in the legal department, it is unusual that WWE Corporate Officer No. 1 would know who Ms. Grant was at all at that point, except WWE Corporate Officer No. 1 knew of Ms. Grant at least in part by hearing about the ongoing exploitation of Ms. Grant by McMahon.

245. Following Ms. Grant's messages to McMahon on March 9, 2021, McMahon summoned Ms. Grant to his condo that evening for a conversation during which McMahon confirmed that WWE Corporate Officer No. 1, indeed, knew exactly who she was, as McMahon had met privately with WWE Corporate Officer No. 1 and WWE Corporate Officer No. 2 and advised these individuals of McMahon's connection to Ms. Grant.

246. McMahon continued this conversation by detailing to Ms. Grant that they had expressed concern but were ultimately supportive. McMahon also advised Ms. Grant that one or both of WWE Corporate Officer No. 1 and/or WWE Corporate Officer No. 2 inquired whether Ms. Grant could be trusted, and that McMahon offered assurances that Ms. Grant would not do something to hurt the WWE.

247. Knowledge on the part of WWE is further illustrated by the multiple meetings Ms. Grant had about initial hiring and subsequent position changes, including a number of such meetings with WWE Corporate Officer No. 2 and a voice memo McMahon sent Ms. Grant the following morning, on March 10, mentioning the names of both WWE Corporate Officer No. 1 and WWE Corporate Officer No. 2 in connection with the new role. It's unusual for the Executive Chairman and CEO to name-drop two of the company's highest-ranking officers in connection

with a coordinator's first job promotion—especially as there are Human Resources partners assigned to each department.

248. WWE Corporate Officer No. 4 was a high-ranking legal department employee at WWE until around November 2020. Upon information and belief, WWE Corporate Officer No. 4 was terminated or asked to resign from WWE Corporate Officer No. 4's post at WWE. McMahon expressed to Ms. Grant that WWE Corporate Officer No. 4, while still employed at WWE, knew or highly suspected that a sexual relationship existed between McMahon and Ms. Grant. Upon information and belief, WWE Corporate Officer No. 4 articulated WWE Corporate Officer No. 4's knowledge and/or suspicion to at least one other executive.

249. Knowledge on the part of WWE is further illustrated by the fact that Ms. Grant's presence became more visible over time, including during Executive Committee meetings, which were attended by individuals who had either direct knowledge of McMahon's sexual exploitation of Ms. Grant or were otherwise suspicious. Given Ms. Grant's length of employment and job title, it was an abnormal sign of different and special treatment for her to attend such meetings, especially when the executive head of the department, Laurinaitis, was in attendance as well.

250. Notably, Ms. Grant inquired with both WWE Corporate Officer No. 1 and WWE Corporate Officer No. 2 about whether it was appropriate for her to attend these meetings.

251. Additionally, WWE Corporate Officer No. 3, another high-ranking WWE official and member of the WWE Board of Directors at the time of Ms. Grant's employment with WWE, motioned for Ms. Grant to sit in a chair near WWE Corporate Officer No. 3 at the Boardroom Table during one of the meetings. Upon information and belief, WWE Corporate Officer No. 3 knew of other instances of McMahon engaging in inappropriate sexual conduct.

252. Upon information and belief, numerous other independent contractors, employees, as well as executives and/or Board Members within WWE, knew of or suspected McMahon's misconduct involving Ms. Grant, including by being shown explicit photos of Ms. Grant by McMahon.

253. McMahon directed a single attorney to negotiate the NDA on behalf of WWE and McMahon – both parties to the agreement.

254. McMahon's abuse of Ms. Grant did not come as a surprise to anyone at WWE because he had faced numerous prior accusations of sexual misconduct, including:

- a. In 1994, former WWE referee Rita Chatterton alleged that McMahon had raped her after luring her into a limousine to discuss her career. She recounted it for New York Magazine: "I was forced into oral sex with Vince McMahon. When I couldn't complete his desires, he got really angry, started ripping off my jeans, pulled me on top of him, and told me again that, if I wanted a half-a-million-dollar-a-year contract, that I had to satisfy him. He could make me or break me, and if I didn't satisfy him, I was black-balled, that was it, I was done."
- b. In February 2006, the Palm Beach Post reported that McMahon had shown nude pictures of himself to a tanning booth attendant at Tanzabar in Boca Raton, Florida, and subsequently "made unwelcome advances and finally cornered her in a tanning booth and groped her."²
- c. A former spa manager at a California resort accused McMahon of assault at the resort in 2011.

255. To further illustrate knowledge of the culture of sexual misconduct at WWE, top level executives not only failed to properly investigate abuse, but also compounded Ms. Grant's suffering by making public statements that trivialized the harm perpetrated upon her.

² See *Tanning Attendant Cries Foul*, PALM BEACH POST, Feb. 1, 2006, available at <https://www.newspapers.com/clip/15341562/palm-beach-post-story-on-vincemcmahon/> (last visited November 24, 2023).

256. These are just a few examples as to how the WWE, and its most senior officials, knew about and fostered a culture where the venture of harassment and sexual exploitation of women was tolerated to further the business and financial interests of WWE.

257. Given, among other things, the history of misconduct involving other women, the notice provided by McMahon to senior leadership at WWE, rumors about the relationship within WWE Headquarters, the widespread sharing of Ms. Grant's pictures – including her face – to those inside the company by McMahon, the atypical hiring of Ms. Grant and the atypical advancement of Ms. Grant within WWE, WWE clearly knew of McMahon's misconduct involving Ms. Grant and/or recklessly disregarded facts available to them.

V. **Circumstances Surrounding the NDA, Its Invalidity, and McMahon and WWE's Disregard for the NDA.**

258. As detailed herein, the NDA signed by Ms. Grant, McMahon, and WWE was entered into through coercive tactics, and it is legally unenforceable pursuant to federal statute and common law. Exhibit A, attached hereto, is a true and accurate copy of the NDA.

259. The NDA violates the Speaks Out Act and is thus unenforceable.

260. The NDA is also void and unenforceable because the confidentiality term—a core term—is overly broad on its face. As written, it would prevent Ms. Grant from saying anything to anyone about WWE or her employment there (which, of course, she would need to do to apply for a job, for example), let alone exposing McMahon and others' sexual assaults and abuse of Ms. Grant. The NDAs that McMahon has used to silence other women may be equally unenforceable if the same language was used.

261. Ms. Grant was, moreover, coerced into signing the NDA merely eight days after she first spoke to an attorney – an attorney whom McMahon initially approved of and then cautioned Ms. Grant against trusting – before she was railroaded into rejecting all of her own

attorneys' comments. This occurred because of relentless pressure, including implicit and explicit threats, by McMahon.

262. The NDA did not even include basic terms she was promised by McMahon – including that he would pay for her lawyers, medical care, and taxes.

263. Regardless, even if it were enforceable, McMahon has breached a core term of the NDA. He paid \$1,000,000, but failed to make any further payments, including the installment of \$500,000 that was to be paid within 10 days of February 1, 2023, under Section V.B of the agreement.

264. Furthermore, circumstances have changed in that Ms. Grant's name has now been publicly released, through no fault of her own, which impacts employment prospects and has led to further trauma and humiliation.

VI. Ms. Grant's Life After This Abuse and Resulting Damages.

265. As detailed herein, Ms. Grant was exploited during her time of employment with WWE and was subjected to countless depraved and humiliating acts, which has led to severe and permanent trauma. She has been further traumatized by having to relive those experiences when giving evidence to the government in connection with their investigations of WWE.

266. Indeed, Ms. Grant's trauma (and ongoing fears of additional retaliation) was so severe that she required extended inpatient treatment. Today, she lives with so much anxiety and depression that she is unable to leave her residence for weeks at a time out of fear and PTSD.

267. Due to this trauma and inability to leave her home, Ms. Grant was terminated from employment on January 27, 2023 where she lost not only her dream job of managing her building but the only job she could procure without the need for any references. Ms. Grant's lost income is \$80,000 per year.

268. The severe restrictions of the NDA have created a wedge in all of Ms. Grant's relationships and left her in a perpetual state of isolation, as her family has passed away and she cannot (and does not) lean on the support of the community due to the NDA's restrictions.

269. Further, Ms. Grant has experienced weight loss, insomnia, rashes, flashbacks to her exploitation, nightmares, panic attacks, and depression. Ms. Grant will go days without brushing her teeth, taking a shower, or washing her clothes. On many days, she doesn't leave her bed.

270. Ms. Grant will prove at trial that she will need lifelong treatment because of the pain and suffering inflicted upon her by Defendants.

CAUSES OF ACTION

Count I

Declaratory Relief – NDA Voided Under Speak Out Act, 42 U.S.C. § 19401 et seq. Against McMahon and WWE

271. Plaintiff incorporates paragraphs 1 through 270 as if fully stated herein.

272. The NDA attached as Exhibit A was entered into on January 28, 2022.

273. The Speak Out Act, 42 U.S.C. § 19401 *et seq.*, was enacted on December 7, 2022, and “appl[ies] with respect to a claim that is filed under Federal, State, or Tribal law on or after December 7, 2022.” 42 U.S.C. § 19404.

274. The Speak Out Act defines a “sexual assault dispute” as “a dispute involving a nonconsensual sexual act or sexual contact, as such terms are defined in section 2246 of title 18 or similar applicable Tribal or State law, including when the victim lacks capacity to consent” and a “sexual harassment dispute” as “a dispute relating to conduct that is alleged to constitute sexual harassment under applicable Federal, Tribal, or State law.” 42 U.S.C. § 19402.

275. The Speak Out Act provides that, “[w]ith respect to a sexual assault dispute or sexual harassment dispute, no nondisclosure clause or nondisparagement clause agreed to before

the dispute arises shall be judicially unenforceable in instances in which conduct is alleged to have violated Federal, Tribal, or State law.” 42 U.S.C. § 19403.

276. The allegations herein include sexual harassment and assault disputes as defined by the Speak Out Act, and the NDA seeks to bar the claims brought herein.

277. Because the claims themselves constitute the dispute as of the date of this Complaint filing then, pursuant to the Speak Out Act, the core term of the NDA, and thus the NDA itself, is judicially unenforceable and Plaintiff is entitled to declaratory judgment.

Count II
Declaratory Relief – NDA Voided Under Common Law
Against McMahon and WWE

278. Plaintiff incorporates paragraphs 1 through 277 as if fully stated herein.

279. The NDA appearing at Exhibit A is void and unenforceable pursuant to Connecticut common law for at least five reasons.

280. First, the scope of the NDA, including the confidentiality provision, is impermissibly broad. It provides Ms. Grant will not “disclose, discuss or reveal any claims against, or *information about*, McMahon, her relationship with McMahon, *WWE*, or any employees or independent contractors of WWE, *to third parties*, on social media, in any public forum, or to any member of the media” (emphasis added). Read literally, this would prevent her from disclosing the mere fact she worked for WWE in an interview or on her resume. Further, “confidential information” was not defined, and thus is overbroad, particularly in light of information that has since become public knowledge. There cannot have been a meeting of the minds on the overly broad confidentiality provision.

281. Second, the NDA is invalid in that Ms. Grant entered into the contract under duress and undue influence, as detailed herein. There was a drastic power difference and economic

disparity: Ms. Grant, who had never held a paying office job in her life due to caretaking for her parents, was up against McMahon and WWE – titans of the wrestling and entertainment worlds. The emotional and mental abuse and trauma endured by Ms. Grant further compounded this disparity such that Ms. Grant felt like she did not have a real say or choice in the matter. McMahon also exerted relentless pressure on Ms. Grant. As but one example, McMahon left her an extensive voice memo shortly before the NDA was signed, wherein he emphasized the public nature of the WWE and the consequences that could result if the NDA was not signed before an audit committee convened.

282. Third, the NDA is a contract of adhesion; there was no meaningful choice for Ms. Grant. Proposed revisions by Ms. Grant's attorney were consistently and ultimately rejected by McMahon's attorney, and during that time McMahon was pressuring Ms. Grant to sign the agreement.

283. Fourth, the NDA is substantively unconscionable in that it is clearly one-sided. For example, the non-disparagement provision only applies to Ms. Grant and not McMahon or the WWE. Further, although she was slated to receive \$1,000,000 (and \$2,000,000 in installments of \$500,000 over the years), Ms. Grant also gave up her job at WWE as a result of this agreement. Plaintiff's compensation is also out of line with what similarly situated individuals have received. The agreement is even more one-sided with respect to the WWE because only McMahon is responsible for payments. The WWE's only obligations are to not sue Ms. Grant and to write a favorable letter of recommendation to a future employer upon request; notably, however, per the terms of the NDA, that letter would come from now-fired/disgraced former employee Defendant Laurinaitis who raped and sexually assaulted Ms. Grant.

284. Fifth, the NDA is void as against public policy. The NDA purports to silence a victim of unlawful sexual abuse and prevent her from taking steps to protect other women at WWE. The policies at issue include those that were the impetus for the Speaks Out Act.

285. Under Connecticut law, courts will not “blue pencil” contracts where the unreasonable provision forms the heart of an agreement, such as here where the non-disclosure provision forms the heart of the contract. Thus, the entirety of the NDA must be deemed void and unenforceable, even if the confidentiality term were the only invalid term (it is not).

286. The NDA has, in any event, been breached by McMahon and the WWE in that Ms. Grant did not receive a second payment of \$500,000 within 10 days of February 1, 2023.

Count III
Violation of TVPA, 18 U.S.C. §§ 1591, 1595
Against McMahon and Laurinaitis

287. Plaintiff incorporates paragraphs 1 through 286 as if fully stated herein.

288. At all times relevant, McMahon was engaged in travel throughout the United States for purposes of conducting business in his position with the WWE. McMahon communicated with Plaintiff while traveling across the country (and internationally) to recruit, entice, obtain, provide, maintain and/or solicit Plaintiff for purposes of engaging in sexual acts. He also flew others and/or caused others to travel to Connecticut, including Laurinaitis and WWE Superstar, from out of state for the purpose of sexually exploiting Ms. Grant.

289. At all times relevant, McMahon and Laurinaitis recruited, enticed, obtained, provided, maintained, supervised, or otherwise solicited Ms. Grant to engage in sexual conduct with the assurance that Plaintiff would be given a position at WWE, job security within the WWE, and advancement within the WWE.

290. At all times relevant, McMahon and Laurinaitis knew that they would use fraud or coercion (as they had done to other women in the past) on Plaintiff for sexual encounters. McMahon and Laurinaitis offered job placement and security, as well as numerous gifts and special treatment, and assurances of personal protections (i.e., McMahon's financial protection, reputational protection, and medical care) and promised these would continue if Plaintiff remained loyal and obedient by engaging in the sex acts described herein.

291. McMahon and Laurinaitis were well aware that a job at WWE and advancement and protections outlined above were of significant value to Plaintiff and used that against her.

292. As a result, McMahon and Laurinaitis were able to force, defraud, or coerce Ms. Grant into continued sexual activity because of promises of job placement, job security, and advancement with the WWE and personal protections outlined above.

293. McMahon knew that Plaintiff's position would ultimately be temporary, as numerous other women had been employed by WWE, only to be dismissed with NDAs and releases.

294. At all times relevant, Plaintiff was subjected to coercion in that a scheme, plan or pattern was in place that was designed to cause Plaintiff to believe that failure to perform sexual acts as alleged herein would result in serious harm, including but not limited to financial harm, reputational harm, invasion of privacy, loss of control over her image, losing her job with WWE, termination from subsequent employment, and/or loss of career trajectory.

295. At all times relevant, McMahon sought to exploit Plaintiff's vulnerabilities in that he knew she had been through past trauma, grief, and had been unable to find employment prior to joining WWE.

296. At all times relevant, McMahon and Laurinaitis held positions of power over Ms. Grant, controlled her continued employment with WWE, and pressured her to engage in sex acts.

Count IV
Participating in Venture in Violation of TVPA, 18 U.S.C. §§ 1591, 1595
Against WWE

297. Plaintiff incorporates paragraphs 1 through 296 as if fully stated herein.

298. WWE knowingly participated in the trafficking described above in violation of 18 U.S.C. §1595 by benefiting from and knowingly facilitating the venture in which McMahon traveled for WWE affairs across the United States and recruited or enticed females such as Plaintiff into coerced sexual encounters on the promise of employment with WWE, job security and advancement.

299. WWE knew, or recklessly disregarded, that it was the practice of McMahon to entice, recruit, force, and/or coerce women into sexual acts based on the promise of a new life, a job, an income, job security, and advancement within the WWE, including with respect to Plaintiff. Alternatively, WWE reasonably should have known of these facts under the circumstances and is subject to liability pursuant to the civil remedy provision of the TVPA, 18 U.S.C. § 1595(a).

300. As detailed herein, WWE employees, executives, and Board Members were aware of McMahon's exploits involving Plaintiff. Some were told, some were shown exploitative pictures, some witnessed unusual and/or overtly sexual behaviors by McMahon and/or Laurinaitis, and others could not help but hear what was going on through the walls at WWE's headquarters.

301. As detailed herein, WWE had been privy to multiple allegations against McMahon involving those similar in nature as alleged herein, prior to Plaintiff's employment with WWE.

302. Despite this knowledge, WWE continued to facilitate and/or supervise McMahon's wishes of hiring and/or advancing Plaintiff within the company.

303. As detailed herein, McMahon showed numerous WWE employees sexually explicit photographs and/or video of Ms. Grant, which demonstrates the knowledge of those specific employees and constructive evidence that other employees would have learned of this.

304. Upon information and belief, other WWE employees benefited financially in helping to assist, support and facilitate the commercial sex acts of McMahon in that WWE's culture revolved around trust relationships, increased status with McMahon and prioritizing the protection of the company. For instance, both WWE Corporate Officer No. 1 and WWE Corporate Officer No. 2 continued to assist in maintaining a position at WWE, as well as advancement opportunities, for Ms. Grant after being told of McMahon's relations with her. Upon further information and belief, other employees were forced to resign or were let go if they knew of McMahon's exploits and failed to assist, support and/or facilitate them, such as former WWE employee, WWE Corporate Officer No. 4.

305. WWE benefited financially from the commercial sex act venture orchestrated by McMahon, including by having wrestling talent, such as WWE Superstar, sign new contracts with WWE after McMahon presented Plaintiff as a sexual commodity for their use.

Count V
Negligence
Against WWE

306. Plaintiff incorporates paragraphs 1 through 305 as if fully stated herein.

307. WWE has a responsibility and duty as an employer to ensure the safety, protection, and well-being of its employees.

308. Notwithstanding its responsibility and duties, WWE knew, or reckless disregarded, that it was the practice of McMahon and Laurinaitis to entice, recruit, force, and/or coerce women into sexual acts based on the promise of hire, job security and advancement within the WWE,

including with respect to Plaintiff. Alternatively, WWE reasonably should have known of these facts under the circumstances.

309. WWE did nothing to prevent McMahon's and Laurinaitis's conduct or protect employees like Ms. Grant from it and took no appropriate actions against the risk of harm.

310. As a result of WWE's negligence, Ms. Grant has suffered damages in the form of the harmful or offensive contact herein described, and the same caused pain and injury to Plaintiff, as well as mental and emotional trauma that is permanent in nature as described herein.

311. Ms. Grant's injuries and damages were caused by the negligence of WWE, its employees and agents, for whose negligence WWE is liable in the following ways:

- a. WWE, by commission and omission, allowed and tolerated sexual assault and humiliation and fostered a culture in which such acts would be tolerated;
- b. WWE, by commission and omission, retained McMahon and Laurinaitis despite actual and/or constructive knowledge of their propensity to entice, recruit, force, and/or coerce women into sexual acts based on the promise of hire, job security and advancement within the WWE; and
- c. WWE failed to warn Ms. Grant of the risk of harm to which she was subjected while employed by WWE.

312. WWE owed Ms. Grant a duty of care, it breached that duty, and its breach caused Ms. Grant to suffer the acts, injuries, and damages described in this Complaint.

Count VI
Civil Battery
Against McMahon and WWE

313. Plaintiff incorporates paragraphs 1 through 312 as if fully stated herein.

314. As alleged herein, Plaintiff was subjected to numerous instances of civil battery after meeting McMahon and even after the NDA was signed, including by way of the following examples:

- a. On July 21, 2021, McMahon demanded that Plaintiff “eat him” and perform oral sex. Ms. Grant pleaded that she couldn’t breathe and needed air and asked that the encounter stop. However, McMahon persisted and verbalized his role play fantasy while pretending to be WWE Superstar. As Ms. Grant begged for the encounter to stop multiple times, including “Help!” “I’m serious!” and “I’m scared!” as McMahon – among other things – penetrated her, fisted her, pulled her hair, pinned her, shoved her, and open-palm slapped her. McMahon’s assault caused Ms. Grant to break down into visible weeping and curl up into the fetal position with her arms pulled up to protect her face. McMahon alternated between slaps and shoves while Ms. Grant remained motionless in the fetal position and wept “Vince, I don’t recognize you” two times. Only at that point, McMahon stopped.
- b. After the NDA was executed, McMahon grabbed Plaintiff’s arm to turn her around when she was leaving, forced her to kneel, grabbed her head and slammed it into his groin while saying, “Take it, bitch.”

315. In all such instances, McMahon intended to engage in the harmful and offensive contact herein described and complained of.

316. As a direct and proximate result, Ms. Grant experienced damages in the form of the harmful or offensive contact herein described, and the same caused pain and injury to Plaintiff, as well as mental and emotional trauma that is permanent in nature as described herein.

317. In all such instances, McMahon’s conduct was malicious in nature in that he sought to degrade, humiliate, and objectify Plaintiff for his own gratification.

318. WWE is vicariously liable for the conduct of McMahon described above.

Count VII
Civil Battery
Against Laurinaitis and WWE

319. Plaintiff incorporates paragraphs 1 through 318 as if fully stated herein.

320. As alleged herein, Plaintiff was subjected to numerous instances of civil battery after meeting Laurinaitis. On numerous occasions, he pressed her to perform oral sex for him on demand, including in his office within company headquarters, and even in the middle of a workday while colleagues were busy at their desks.

321. During a June 15, 2021, encounter with McMahon and Laurinaitis in the latter's office, Laurinaitis shoved his tongue in Ms. Grant's mouth after she had pleaded to stop the whole encounter, then unzipped his pants and shoved his penis into Plaintiff's mouth.

322. In all such instances of battery perpetrated by Laurinaitis, he intended to engage in the harmful and offensive contact herein described and complained of by Plaintiff.

323. As a direct and proximate result of the forgoing, Ms. Grant experienced damages in the form of the harmful or offensive contact herein described, and the same caused pain and injury to Plaintiff, as well as permanent psychological and emotional trauma.

324. In all such instances, Laurinaitis' conduct was malicious in that he sought to degrade, humiliate, and objectify Plaintiff for his own gratification.

325. WWE is vicariously liable for the acts of Laurinaitis described above.

Count VIII
Intentional or Negligent Infliction of Emotional Distress
Against McMahon and WWE

326. Plaintiff incorporates paragraphs 1 through 325 as if fully stated herein.

327. As detailed herein, McMahon intended to inflict emotional distress—or knew or should have known that emotional distress was the likely result of his conduct.

328. McMahon's conduct was extreme and outrageous. Examples include:

- a. McMahon sexually assaulted Ms. Grant on numerous occasions. He was aggressive during sexual encounters with Ms. Grant to the point of causing her pain, including during encounters she tried to stop.

- b. McMahon objectified and trafficked Ms. Grant. He demanded that Ms. Grant engage in threesomes with other men and that she send explicit photographs for him to share with other men, despite Ms. Grant on multiple occasions explaining that she was hesitant to obeying, and all while McMahon controlled Ms. Grant's job security.
- c. McMahon regularly humiliated and degraded Ms. Grant. As one example, McMahon defecated on Ms. Grant and directed her to continue sexually performing while covered in his fecal matter.
- d. McMahon created an environment of fear and secrecy by warning Ms. Grant of the grave consequences of not being discreet about their sexual encounters while at the same time sharing explicit photographs of her with others inside and outside of the Company and directing her to sexually service other WWE-affiliated individuals.
- e. McMahon sent perverted messages to Ms. Grant that involved the latter being subjected to sexual scenarios involving extreme pain and humiliation, including during instances when Ms. Grant clearly attempted to avoid a text message exchange that was sexually charged. McMahon would push back, question the Plaintiff and/or become cold or distant if Ms. Grant pushed back or ignored his sexually charged messages.
- f. McMahon promised other men that the Plaintiff would "do anything" they desired and provided the Plaintiff's personal cell number (without her permission) for the purpose of her performing and/or providing humiliating sexual acts, such as exploitative pictures and videos, including of her urinating. McMahon ordered Ms. Grant to report all such exchanges to him.

329. As described herein, McMahon's conduct caused Plaintiff's emotional distress, including in that her distress would result from manipulative and coercive controlling conduct engaged in by McMahon. Further, Plaintiff's resulting emotional distress includes flashbacks and bouts of PTSD brought on by the conduct engaged in by McMahon.

330. As described herein, Plaintiff's emotional distress is severe, long lasting, and permanent, in that, for example, she has needed inpatient and outpatient care following her separation from WWE and that she continues to be impacted with distress and resulting adverse consequences and diminished quality of life in her day-to-day life.

331. McMahon's conduct was malicious in nature in that he sought to degrade, humiliate, and objectify Plaintiff for his own gratification throughout her employment with WWE.

332. WWE is vicariously liable for the conduct of McMahon described above.

Count IX
Intentional or Negligent Infliction of Emotional Distress
Against Laurinaitis and WWE

333. Plaintiff incorporates paragraphs 1 through 332 as if fully stated herein.

334. As detailed herein, Laurinaitis intended to inflict emotional distress—or knew or should have known that emotional distress was the likely result of his conduct. Laurinaitis' conduct was extreme and outrageous, and examples of this include the following:

- a. Treated Ms. Grant as a sexual object over which he had been given complete control by McMahon and forced Ms. Grant to sexually service him on demand, including in his office at WWE headquarters.
- b. Forced Ms. Grant to walk to his hotel on certain mornings to serve herself to him as "breakfast," a euphemism for sexual service.
- c. Engaged in aggressive sexual encounters with Ms. Grant and McMahon, including a sexual assault in a WWE conference room where he inserted his penis into Ms. Grant's mouth despite her protest.
- d. Despite being Plaintiff's direct supervisor at WWE, Laurinaitis would almost always conduct himself in a way that was overtly sexual and objectified Plaintiff, including by asking for explicit photographs and sexual encounters at WWE Headquarters.

335. As described herein, Laurinaitis' conduct was the cause of Plaintiff's emotional distress, including in that her distress would result from unwanted conduct engaged in by Laurinaitis, who was also her boss. Further, Plaintiff's resulting emotional distress includes flashbacks and bouts of PTSD brought on by the conduct engaged in by Laurinaitis.

336. As described herein, Plaintiff's emotional distress is severe, long lasting, and permanent, in that, for example, she has needed inpatient and outpatient care following her

separation from WWE and that she continues to be impacted with distress and resulting adverse consequences and diminished quality of life in her day-to-day life.

337. WWE is vicariously liable for the acts of Laurinaitis described above.

WHEREFORE, Plaintiff respectfully requests:

- a. Declaratory judgment that the NDA is void and unenforceable, and does not bar any of Plaintiff's claims against Defendants McMahon and WWE;
- b. Judgment for compensatory damages, reasonable attorneys' fees, costs and punitive damages against Defendants pursuant to 18 U.S.C. § 1595 and other applicable laws; and
- c. Such other and further relief as the Court deems just and proper.

Respectfully, submitted, this 25th day of January, 2024.

By:



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