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

JANEL GRANT,)

Plaintiff,)

3:24-cv-0090-SFR)

Civil Action No.:

vs.)

JURY TRIAL DEMANDED

WORLD WRESTLING ENTERTAINMENT,)
INC. n/k/a WORLD WRESTLING)
ENTERTAINMENT, LLC; VINCENT K.)
MCMAHON; and JOHN LAURINAITIS,)

Defendants.)

January 31, 2025

FIRST AMENDED 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~~, as both federal investigators and counsel for John Laurinaitis confirm, was a victim¹ 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.

¹ [See Tim Marchman, Co-Defendant in Vince McMahon Sex Trafficking Lawsuit Says He Was a Victim Too, Vice Media, https://www.vice.com/en/article/co-defendant-in-vince-mcmahon-sex-trafficking-lawsuit-says-he-was-a-victim-too/ \(last updated Feb. 1, 2024\). Ms. Grant has also received communications from the federal “Victim Notification System.”](https://www.vice.com/en/article/co-defendant-in-vince-mcmahon-sex-trafficking-lawsuit-says-he-was-a-victim-too/)

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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.

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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~~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~~Legal department was effectively delaying efforts to hire a new General Counsel for the ~~company~~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

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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. McMahon treated Ms. Grant as a commodity—offering her to other men. In March 2020, McMahon began sharing sexually explicit photographs and videos of Ms. Grant (including pornographic content he recorded on his cell phone) with other men both inside and outside the ~~company~~Company, including with members of the television production “tech” team, executive(s), producer(s), and a world-famous athlete and former UFC Heavyweight Champion, Brock Lesnar, with whom WWE was actively trying to sign to a new contract (and ultimately did sign that contract).

16. McMahon actively requested, directed, encouraged, insisted, and ultimately conditioned Ms. Grant to create and send sexually explicit content during, but not limited to, writers’ meetings, production meetings, while running live television broadcasts in “gorilla position,” and while on the corporate jet traveling both domestically and internationally. McMahon even knowingly solicited and received Ms. Grant’s sexually explicit content while being filmed for a global streamer. McMahon noticed when Ms. Grant did not comply with his directions and inquired or interrogated her about her creation of content.

17. ~~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~~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

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encounters, and expected and directed Ms. Grant to engage in sexual activity at the WWE headquarters, even during working hours.

18. ~~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.

19. ~~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~~life.

20. ~~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.

21. ~~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.

22. ~~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

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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.”

23. Events like this left Ms. Grant in physical and psychological pain. Ms. Grant confided in friends and colleagues about her declining health and mental state, as well as her ongoing grief over the loss of her family, but she was ultimately isolated from that support network by McMahon and his executive enforcers.

24. ~~22.~~ Unsurprisingly, others at WWE knew what was going on. But instead of intervening to protect Ms. Grant, WWE viewed and dealt with her as a corporate liability and actively sought to conceal the wrongdoing, both while she was at WWE and after the end of her employment. McMahon himself said to Ms. Grant, “unfortunately, you appear to have my company over a barrel” before transferring her to Talent Relations.

25. ~~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, and despite the fact that Ms. Grant never expressed a desire to take legal action, 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.

26. ~~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~~ 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, without any meaningful choice, Ms. Grant

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succumbed to the pressure and signed the NDA in exchange for payments— which McMahon later stopped making.

27. ~~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 Brock Lesnar who would be in New York City for a live event and TV taping in March 2022.

28. ~~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.

29. ~~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.

30. ~~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~~ WWE Corporate Officer No. 3 as Interim CEO and Interim Chairwoman.

31. ~~29.~~ In this capacity, ~~Ms. McMahon~~ WWE Corporate Officer No. 3 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

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safe and collaborative workplace.” Notwithstanding this public statement, the investigation was a sham.

32. ~~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.

33. ~~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).

34. In January 2025, the U.S. Securities and Exchange Commission (“SEC”) charged McMahon for violating federal securities laws by failing to disclose the NDA that is in dispute in this case. Despite his public assertion that he did not engage in any intentional wrongdoing, McMahon consented to the entry of the SEC’s order finding that he violated the Securities Exchange Act by knowingly circumventing WWE’s internal accounting controls.

35. ~~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.

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

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PARTIES

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

38. ~~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~~ resigned from his position as the Executive Chairman of the Board for TKO Group Holdings ~~LLC, Inc. one day after this lawsuit was filed.~~

39. ~~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

~~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~~

Connecticut.² On September 12, 2023, a transaction completed between Endeavor Group Holdings 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.

² ~~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~~ 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> ~~https://www.sec.gov/ix?doc=/Archives/edgar/data/1973266/000197326623000009/tko-20230930x10q.htm~~ (last accessed on ~~November~~ Nov. 22, 2023).

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40. ~~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

41. ~~38.~~ At all times relevant, ~~“WWE Corporate Officer No. 2”~~ Brad Blum 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~~ Blum worked in these capacities during Ms. Grant’s employment with WWE. ~~This individual is referred to herein as “WWE Corporate~~ He served as WWE’s Chief Operating Officer No. 2.” ~~before resigning in May of 2024.~~³

42. ~~39.~~ At all times relevant, ~~“WWE Corporate Officer No. 1”~~ Nick Khan was a high-ranking employee and Board member at WWE during Ms. Grant’s employment with WWE. ~~WWE Corporate Officer No. 1~~ Khan 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.”~~ He is currently serving as President of WWE and a Board member of TKO.⁴

43. ~~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.”

44. ~~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.~~

³ See May 3, 2024, *WWE COO Brad Blum resigns in wake of Vince McMahon sex trafficking lawsuit: report*, New York Post, available at <https://nypost.com/2024/05/03/business/wwe-coo-brad-blum-resigns-amid-vince-mcmahon-sex-trafficking-lawsuit/>.

⁴ See Who Are We, WWE, available at <https://corporate.wwe.com/about/who-we-are> (last accessed Jan. 30, 2025).

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4Brian Nurse was WWE’s Senior Vice President, General Counsel & Secretary. Nurse held that position in Legal Affairs 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.”~~

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

JURISDICTION AND VENUE

46. ~~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.

47. ~~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.

48. ~~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.

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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.**

49. ~~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.

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

51. ~~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.

52. ~~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 McMahon 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.

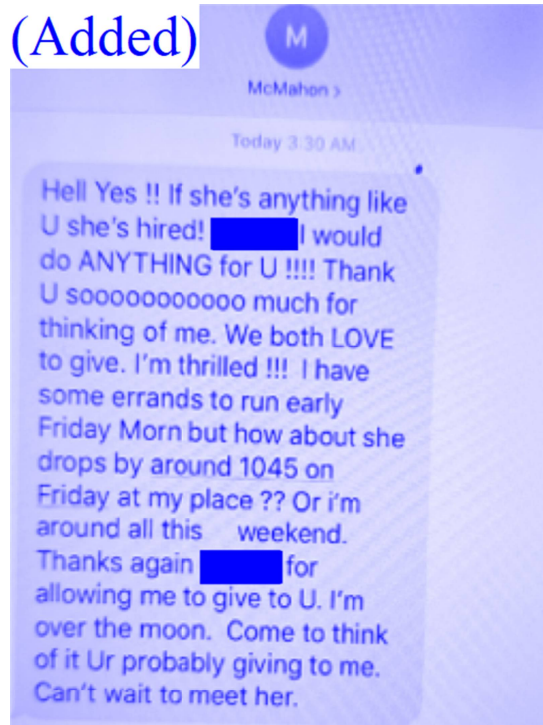
53. ~~50.~~ On the heels of signing a \$7.5 million NDA with another woman in February 2019,⁵ McMahon responded enthusiastically and proposed times to meet with Ms. Grant to discuss employment. Resident Manager passed along Ms. Grant's resume to McMahon ahead of

⁵ [See Order Instituting Cease-And Desist Proceedings Pursuant To Section 21c Of The Securities Exchange Act Of 1934, Making Findings, And Imposing A Cease And-Desist Order](https://www.sec.gov/files/litigation/admin/2025/34-102143.pdf), Exchange Act Release No. 102143, SEC Docket 3-22391 (Jan. 10, 2025), <https://www.sec.gov/files/litigation/admin/2025/34-102143.pdf> (the "SEC Order").

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the prospective meeting- and shared a screenshot of McMahon’s response to the prospect of meeting Ms. Grant—in which McMahon indicates that Resident Manager was “giving” Janel to him:



54. ~~51.~~ Ahead of the meeting, Resident Manager advised Ms. Grant to be energetic as McMahon is “big on energy” and talk to McMahon no differently than she talks to Resident Manager.

55. ~~52.~~ On or about March 23, 2019, Ms. Grant arrived for the meeting in McMahon’s condo with additional printed copies of her resume, a black notepad, and “thank you” cookies.

56. ~~53.~~ Sitting at his dining table, McMahon 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 McMahon about the hardship that led to Resident Manager’s offer to help and described losing her parents, her family’s bankruptcy, and

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

57. ~~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.

58. ~~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.

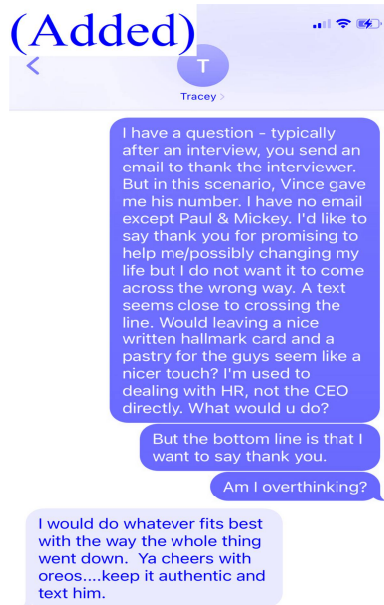
59. ~~56.~~ Stunned, Ms. Grant said that she didn’t know how to thank him for “possibly just changing my life.” McMahon responded that one simple “thank you” is enough and that he’d accept a hug; they stood and embraced.

60. In August 2021, McMahon told Ms. Grant that after she left their initial meeting, he immediately returned to the chair where she had sat and masturbated on the floor.

61. Ms. Grant even expressed to Resident Manager that she was unsure of how to thank a CEO, as her main experience with interviewing in the past had been with Human Resources representatives:

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62. ~~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.

63. ~~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~~ Brad Blum, 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.

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

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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.”

65. ~~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.”

66. ~~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.”

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

68. ~~63.~~ Later that day, Ms. Grant texted McMahon and enthusiastically described her meeting with ~~WWE Corporate Officer No. 2~~Blum. 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.”

69. ~~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

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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.

70. ~~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.

71. ~~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.

72. ~~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.

73. ~~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.

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74. ~~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.

75. ~~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 and 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.

76. ~~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.

77. ~~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.

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78. ~~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.”

79. ~~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.

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

81. ~~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.

82. ~~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.

83. ~~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 :)”.

84. On May 3, 2019, Ms. Grant was introduced as “a referral from Brad [Blum] & Vince [McMahon] . . . for a potential temp. Admin role in the AMG group” in an internal WWE email. Thereafter, WWE executives were actively engaged in hiring Ms. Grant expeditiously

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and identified her as a person of interest from the onset—an abnormal amount of attention for an executive to give a low-level employee hired as a temp.

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

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

87. ~~81.~~ After her call with ~~WWE Corporate Officer No. 4~~ Nurse, Ms. Grant sent McMahon a “thumbs up” text message to indicate the call went well. Around 7:00pm, ~~WWE Corporate Officer No. 4~~ Nurse unexpectedly called her a second time and formally offered her a job, saying “Welcome to WWE.”

88. ~~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~~ Nurse to offer her the job, even though a job description had not been firmed up beyond a high-level summary.

89. ~~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. Thus, McMahon began his trafficking of Ms. Grant—effectively forcing her to exchange sex for commercial value and employment. These acts would grow more extreme and outrageous over time.

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

91. ~~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.

92. ~~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, Rich Hering, 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.

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

94. ~~88.~~ During the May 18, 2019, encounter, Ms. Grant felt coerced into engaging in sexual activity and that McMahon had trapped her an impossible situation, as she feared adverse career and personal consequences and legal retaliation if she declined his advances. McMahon

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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.”

95. ~~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 ~~2~~em off.”

96. ~~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.

97. ~~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~~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.

98. ~~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.”

99. ~~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.

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100. ~~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.

101. ~~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.

102. ~~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. In reality, the job Ms. Grant was hired for was her sexual acts, even though she did not realize it yet.

103. ~~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.

104. ~~98.~~ Ms. Grant did not even meet ~~WWE Employee No. 1~~ Rich Hering until her second week of employment. ~~WWE Employee No. 1~~ Hering was a lively individual who frequently regaled the ~~legal~~ Legal department with stories of others at WWE. If McMahon’s name was mentioned, ~~WWE Employee No. 1~~ Hering 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.”

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105. ~~99. WWE Employee No. 1~~Hering and Ms. Grant bonded as quickly as McMahon had predicted. Ms. Grant, referred to by Hering as “partner_s” was taught words to live by in WWE, including “We do what’s in the best interests of the ~~company~~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~~Hering 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.

106. ~~100.~~ As ~~WWE Employee No. 1~~Hering was seldom in the office and required little administrative support, Ms. Grant reported indirectly to another WWE employee within the ~~legal~~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.

107. ~~101.~~ Based on her hiring alone, ~~WWE Corporate Officer No. 4~~Brian Nurse 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~~Nurse was warm with other colleagues but cold towards her.

108. ~~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~~Nurse’s behavior shifted from cold to actively hostile. If Ms. Grant walked into a room while ~~WWE Corporate Officer No. 4~~Nurse was laughing with colleagues, ~~WWE Corporate Officer No. 4’s~~Nurse’s expression immediately became blank and ~~WWE Corporate Officer No. 4~~he would

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walk away. If ~~WWE Corporate Officer No. 4~~Nurse and Ms. Grant walked towards each other in a hallway, ~~WWE Corporate Officer No. 4~~Nurse stopped and changed directions.

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

110. ~~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~~suspicions of Nurse and others—Ms. Grant felt no choice but to respond in kind.

111. ~~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.

112. As she continued to be abused by McMahon and eventually others at WWE, Ms. Grant did not feel free to simply quit her job and walk away. Immersion in the Legal department demonstrated to Ms. Grant the highly reactive, even retaliatory, nature of WWE such that she felt increasingly trapped.

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

113. ~~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

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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.”

114. ~~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.”



115. ~~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.

116. ~~109.~~ Additionally, this Complaint details encounters during which McMahon caused Ms. Grant to sustain physical injuries, including bleeding and pain, from forceful use of

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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.

117. ~~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.

118. ~~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.

119. ~~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.

120. ~~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. McMahon repeatedly reminded Ms. Grant of his original promise of giving her “a job and a life” and that he would solve all of her problems. McMahon was well aware of how vulnerable Ms. Grant continued to be. She told him, for example: “Ive lived in flight or flight mode - mainly fight - for

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so many years. But since everyone is dead, yesterday I went into shock. I called Rich and took the day to compose myself, find old papers and prepare myself. When I last dealt with this issue, my dad just died in my arms and I walked away from his body by myself. Nobody else in the room. I could handle anything cuz I was in shock but I lived my worst day. This has brought back some PTSD like grief....”

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

121. ~~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.

122. ~~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!!”

123. ~~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”~~ was Dr. [Carlton M. Colker](#) and the facility ~~that Celebrity Doctor~~ he operated from ~~is referred to herein as “Alternative Clinic.”~~ was Peak Wellness, Inc. (“Peak Wellness”).

124. ~~117.~~ McMahon and ~~Celebrity Doctor~~ Colker assured Grant that her bills at ~~Alternative Clinic~~ Peak Wellness would be taken care of under McMahon’s account, and indeed they were. After the initial visit, it became apparent to Ms. Grant that McMahon and ~~Celebrity Doctor~~ Colker wanted Ms. Grant to remain in the care of ~~Celebrity Doctor’s~~ Colker’s practice and Ms. Grant felt pressured to do so. ~~Celebrity Doctor~~ Colker made comments about how ~~Celebrity Doctor~~ Colker/they (“they” referring to McMahon and ~~Alternative Clinic~~ Peak Wellness) had “saved her life” and ~~Celebrity Doctor~~ Colker often remarked how Ms. Grant was unable to even

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make eye contact with ~~Celebrity Doctor~~him during their initial sessions—an obvious sign of trauma.

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

126. ~~119.~~ ~~Celebrity Doctor~~Colker 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~~Colker challenged her on whether she trusted ~~Celebrity Doctor~~him and postured that if she didn’t trust ~~Celebrity Doctor~~him, then “we should part ways right now.”

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

128. On July 1, 2024, after Colker stonewalled Ms. Grant’s repeated requests for her own medical records, Ms. Grant brought a Connecticut state court action seeking pre-suit discovery against Colker and Peak Wellness to gain access to those records and related documentation. See Janel Grant v. Carlon M. Colker, et al., Connecticut Superior Court, Docket No. FST-CV24-6068091-S, at D.E. 100.31 (the “Colker Action”).

129. Should discovery in the Colker Action produce further information implicating Colker or Peak Wellness, as expected based on conversations with their counsel, Ms. Grant reserves the right to include them as defendants to the present action.

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

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

131. ~~122.~~ The ~~company~~ 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.

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



133. ~~124.~~ McMahon warned Ms. Grant that rumors “were not good for either of them.” Learning that there were rumors circulating about her in the middle of the workday, Ms. Grant was shocked and mortified. Her sense of powerlessness over the situation caused her to become

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physically ill and experience a panic attack at her desk. Ms. Grant responded to McMahon’s threat by stating “I’m so shut down right now”.

134. Then, on February 10, 2020, without any advance warning, Ms. Grant was temporarily relocated to the XFL workforce.

135. ~~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~~ Rich Hering and Brian Nurse 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.

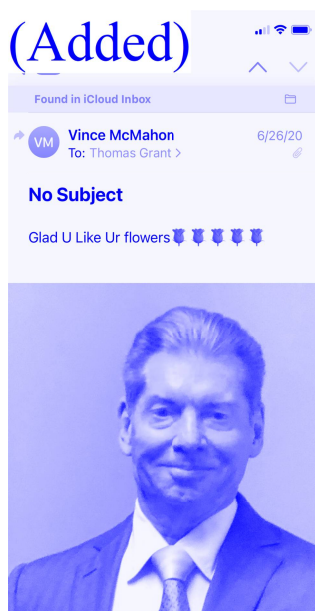
136. ~~126.~~ In the weeks that followed, despite McMahon’s warning about rumors and direction to Ms. Grant to “play dumb,” he began showing explicit photos of Ms. Grant to people both inside and outside the ~~company.~~ Company. While openly and recklessly sharing her explicit content with others, he simultaneously sought to conceal his inappropriate behavior, including by addressing WWE emails to Ms. Grant as

“Thomas Grant”:



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137. ~~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.

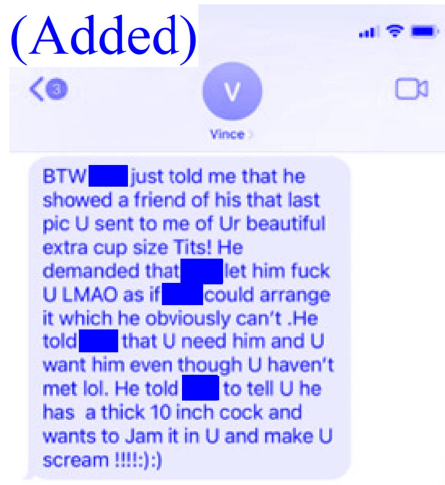
138. ~~128.~~ Ms. Grant initially dismissed this as mere fantasy talk, believing that McMahon would not actually do such a reckless thing. But when she voiced apprehension about McMahon sharing naked photos of her with someone she did not know, McMahon’s response was not to comfort her, but to assure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

139. ~~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

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their friends). McMahon relayed that an unidentified third party demanded that WWE Referee “let me fuck U LMAO as if [he] could arrange it which he obviously can’t” as McMahon ultimately held this power:



140. ~~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.

141. ~~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~~Legal department (all hired prior to Ms. Grant) were furloughed.

142. ~~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

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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.

143. ~~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~~ Peak Wellness and is referred to herein as “Physical Therapist.”

144. ~~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.

145. ~~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.

146. ~~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.

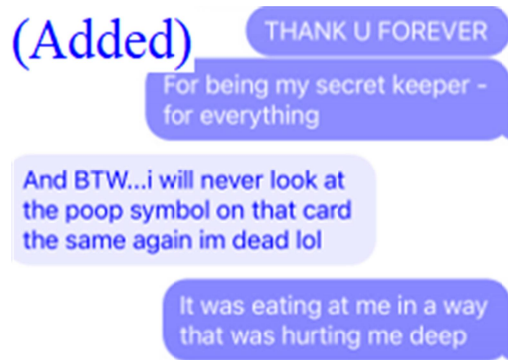
147. ~~137.~~ Early in the encounter, McMahon immediately directed Ms. Grant to lay down on her back in a supplicating position. While straddling over her, McMahon defecated on Ms. Grant’s head. McMahon left to shower off, but he instructed Ms. Grant to remain in place,

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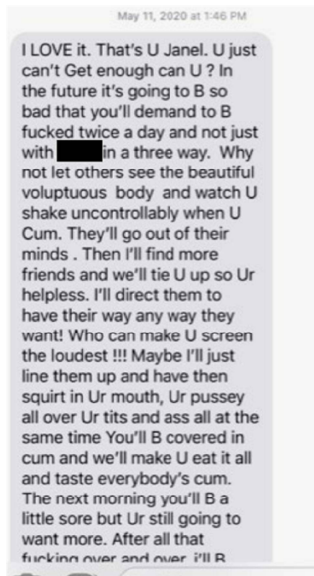
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with excrement in her hair, and to continue performing for his friend. While Ms. Grant requested protection, none was offered. McMahon and Physical Therapist actively continued with the threesome and directed Ms. Grant's sexual performance for around an hour and a half while she was left covered in feces.

148. Shortly thereafter, Ms. Grant confided in Resident Manager about the humiliating event:



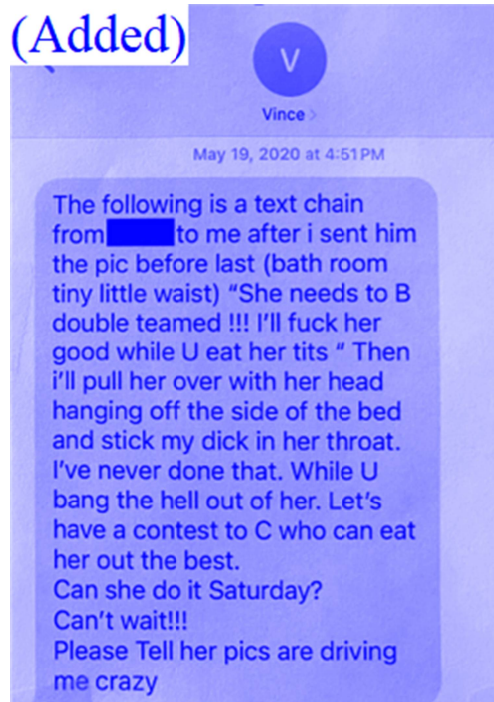
149. ~~138.~~ Following the threesome, on May 11, 2020, McMahon sent an explicit message to Ms. Grant that further detailed his fantasies of seeing her engaged in sexual relations:



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150. McMahon enthusiastically shared Ms. Grant’s explicit content and shared back some of his communications with other men about what they wanted to do to her, such as Physical Therapist:



151. ~~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.

152. ~~140.~~ Her subsequent run-ins with Physical Therapist at ~~Alternative Clinic~~ Peak Wellness 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.

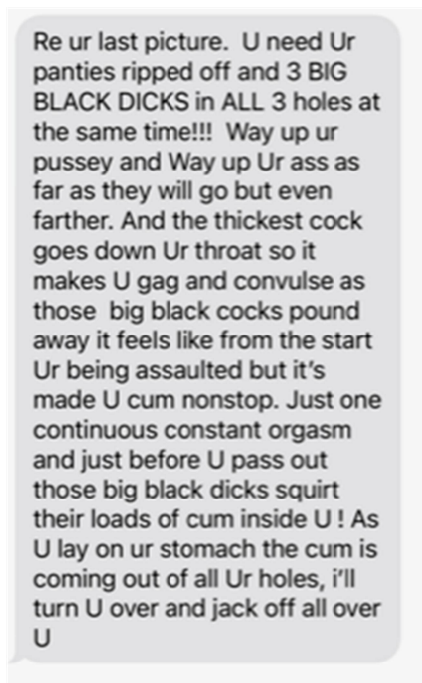
153. ~~141.~~ Indeed, when text conversations would begin to cross over from McMahon’s fantasies into reality, Ms. Grant often attempted to avoid physical encounters with Physical

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

154. ~~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

155. ~~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.”

156. ~~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.

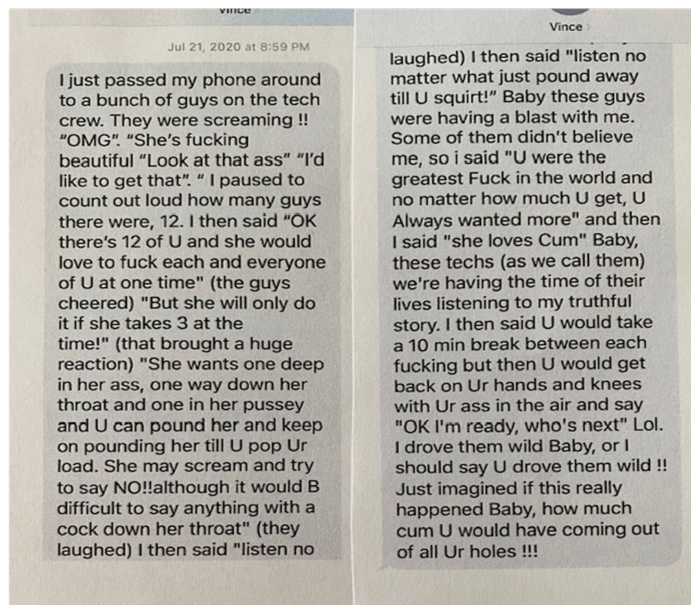
157. ~~145.~~—On June 17, 2020, Ms. Grant sent texts to McMahon noting her one-year anniversary in joining WWE; McMahon ignored her.

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158. ~~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.”

159. ~~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:



160. In or about September 2020, McMahon instructed Ms. Grant to create customized pornographic content for producer Michael Hayes and his crew:

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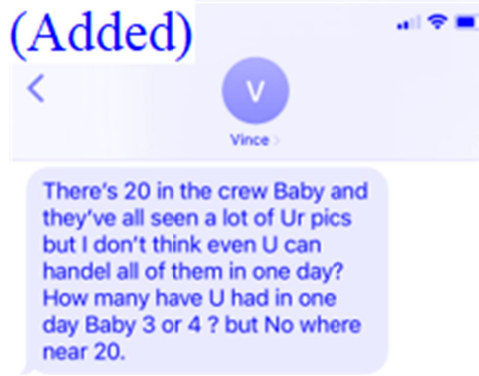


161. Among other things, McMahon instructed Ms. Grant to “show off” for construction workers, again reinforcing her role as his commodity. McMahon pushed Ms. Grant to create explicit content for construction workers, although she eventually was able to avoid an in person encounter with the men due to concerns about exposure during the pandemic.

162. In October 2020, McMahon detailed how he had shown Ms. Grant’s sexually explicit content to at least 20 members in the WWE crew:

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163. ~~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 spans of incontinence resulting from McMahon’s forceful use of his fists, adult toys, and objects unsafe for vaginal insertion or penetration.

164. ~~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.”

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

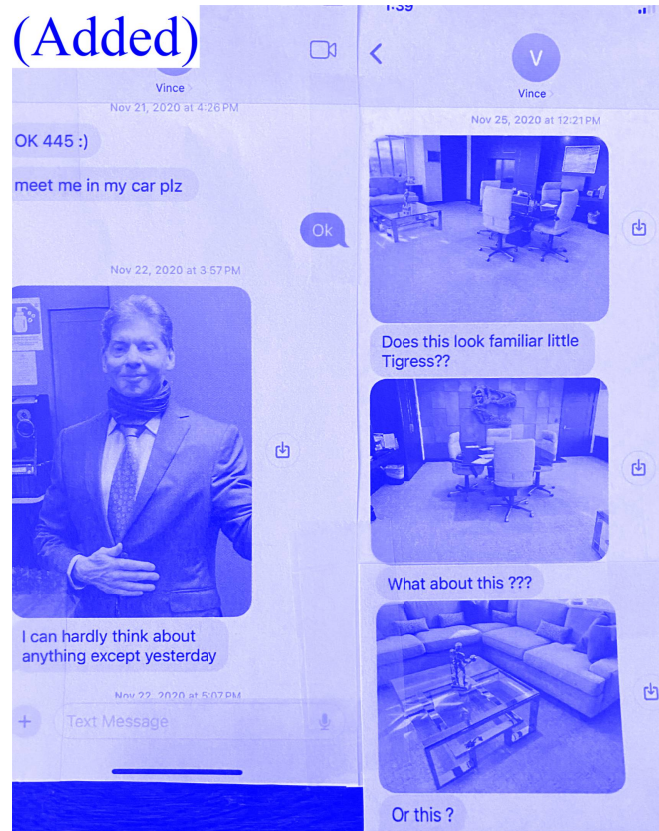
165. ~~150.~~ During this time, Ms. Grant became so sick from the stress of the situations that McMahon had subjected her to that her weight plummeted to just over 100lbs— which McMahon ignored.

166. ~~151.~~ One distressing event occurred on November 21, 2020, ~~when.~~ Immediately after the termination of the General Counsel Brian Nurse, McMahon flew in from Florida during the weekend of the WWE Survivor Series, back to Connecticut, where he would engage in a sexual encounter with Ms. Grant. Upon arrival, 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.

167. McMahon then flew back to Florida. In the days that followed, McMahon sent Ms. Grant photos of his office at WWE Headquarters to remind her of the encounter, and also left her a voicemail to tell her that the encounter was "the greatest thing that probably ever happened in this building":

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

169. ~~153.~~ In November 2020, McMahan pressed Ms. Grant to make explicit photos and videos to send to Laurinaitis. McMahan 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.

170. McMahan then facilitated the exchange of explicit content back and forth between Ms. Grant and Laurinaitis—, and exchanged explicit content with Laurinaitis himself. For example, without her knowledge or consent, McMahan video called Laurinaitis and recorded

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Ms. Grant for Laurinaitis while she was nude. Laurinaitis also sent a sexually explicit video from Arizona to McMahon to be shared with Ms. Grant.

171. 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.

172. ~~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).

173. Ahead of the initial encounter with Laurinaitis, McMahon invited Ms. Grant to start sleeping over at his condo—an ostensibly humanizing gesture that was calculated to lull Ms. Grant into continuing to be exploited.

174. ~~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.”

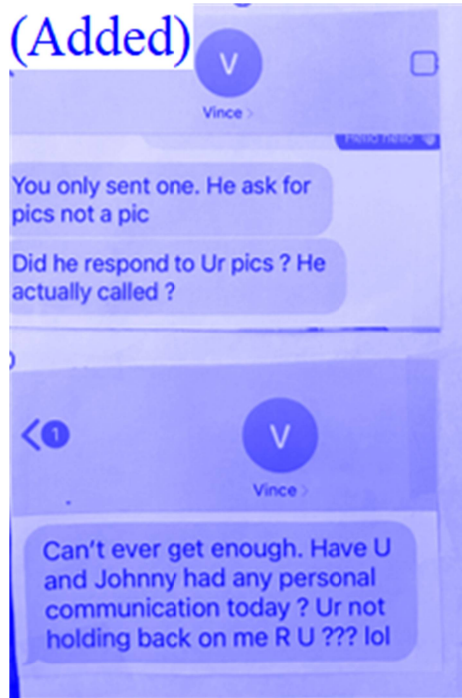
175. After the encounter ended, Laurinaitis looked Ms. Grant in the eye and threatened her that she should never forget he could read people just like McMahon and “would take a bullet for” McMahon.

176. ~~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.”

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177. In the weeks that followed, McMahon became insistent on Ms. Grant's compliance with his directive that she send Laurinaitis explicit content, texting her repeatedly to ensure that she adhered to his demands:



178. ~~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~~Legal department. Prior to that date, after months of turnover in the Legal department, Ms. Grant was listed as reporting directly to Brad Blum, who would purportedly oversee Ms. Grant's performance evaluation.

179. ~~158.~~ On February 5, 2021, McMahon sent Ms. Grant a message 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:

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180. ~~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.

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

182. ~~161.~~ In March 2021, WWE had still not hired a replacement after ~~WWE Corporate Officer No. 4's~~ Brian Nurse'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~~ 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.

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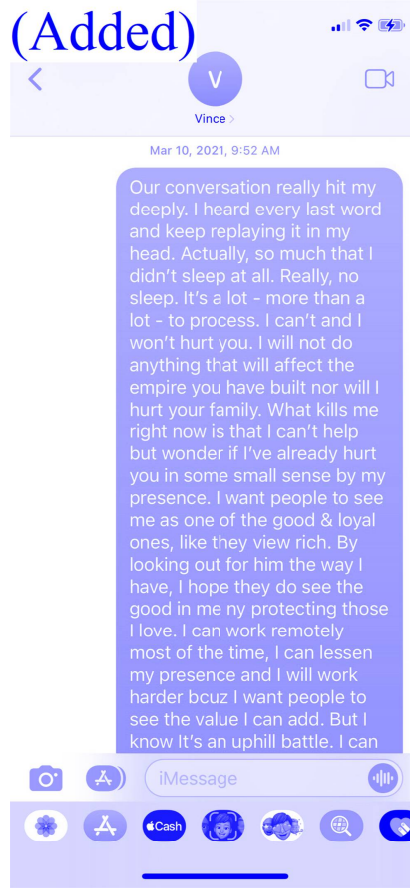
183. Specifically, McMahon stated that he had informed Nick Khan and Brad Blum that her presence in the Company posed a liability of such enormity that “unfortunately, [Ms. Grant appears] to have my company over a barrel.” McMahon’s concerns included inquiries from the Board of Directors about the delay in hiring a new General Counsel and the serious harm that the Company, his family and Ms. Grant would suffer in particular if their relationship or any of the corporate decisions related to it became public headlines.

184. ~~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~~department, reporting to Laurinaitis-, while Laurinaitis was promoted into a role reporting to Brad Blum. Ms. Grant was given no other options. She understood that a plan was being dictated to her that did not involve a choice.

185. ~~163.~~ McMahon forbade Ms. Grant from communicating with certain colleagues, such as Rich Hering in the Legal department, to maintain his control over the situation. On March 10, 2021, Ms. Grant sent McMahon a distressed text message recapping ~~their~~the threatening 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.” Humiliated and scared, Ms. Grant believed she owed total obedience to McMahon, Khan, Blum and Laurinaitis and echoed back McMahon’s assurances that she was loyal to the Company and would sooner jump off a balcony than hurt them:

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Ms. Grant expressed shock about the situation: “*Maybe I’m also in a little bit of shock bcuz I never expected this to get this far and that the search for a GC would be essentially affected by me...*”

186. ~~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.

187. ~~165.~~ On March 10, 2021, ~~WWE Corporate Officer No. 2~~ the decisions that McMahon recounted began to take immediate effect. Brad Blum 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

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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. A month later, having still not received a title and the corresponding pay raise promised and uneasy with the uncertainty, Ms. Grant even called Human Resources to confirm that there was nothing further she needed to do in order to transition into her new role. They assured her that this was a natural progression.

188. ~~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 !!!”

189. Ms. Grant expressed her apprehension about the arrangement with Laurinaitis to McMahon and explicitly told him that she did not want to be alone in a room with another man. McMahon acknowledged Ms. Grant’s concerns, and subsequently preyed on those same apprehensions by directing her to engage in those acts. Fear, intimidation, humiliation, isolation, and the sudden emergence of Laurinaitis, Khan and Blum in her daily life made Ms. Grant believe that if she was not obedient to them, something bad would happen to her. She became controlled to the point that she was worn down, numb and docile.

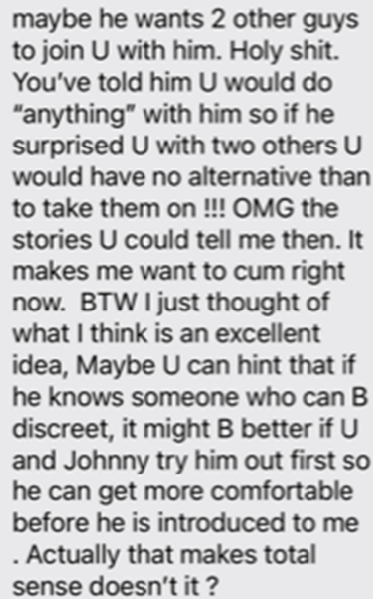
190. ~~167.~~ On March 16, 2021, McMahon and Laurinaitis directed Ms. Grant ~~was directed~~ to pick up a key to Laurinaitis’ hotel room and serve herself to him as “breakfast” before the start of work.

191. ~~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.”

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192. ~~169.~~ Instead, the very next day McMahon ~~also~~ indicated ~~on April 2, 2021~~ that Ms. Grant should obey if Laurinaitis wanted to bring in yet more men:



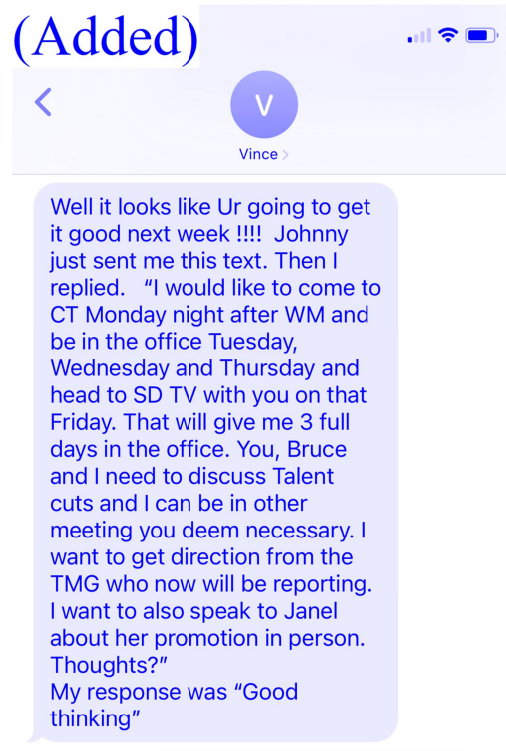
maybe he wants 2 other guys to join U with him. Holy shit. You've told him U would do "anything" with him so if he surprised U with two others U would have no alternative than to take them on !!! OMG the stories U could tell me then. It makes me want to cum right now. BTW I just thought of what I think 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 ?

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

194. In the days that followed, McMahon made clear to Ms. Grant that their arrangement with Laurinaitis was in full force whenever Laurinaitis was in town, conditioning her job stability on her obedience with the plan:

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195. ~~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~~ Vice President.

196. ~~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.” He informed her that this plan was agreed to amongst the WWE executives.

197. ~~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.

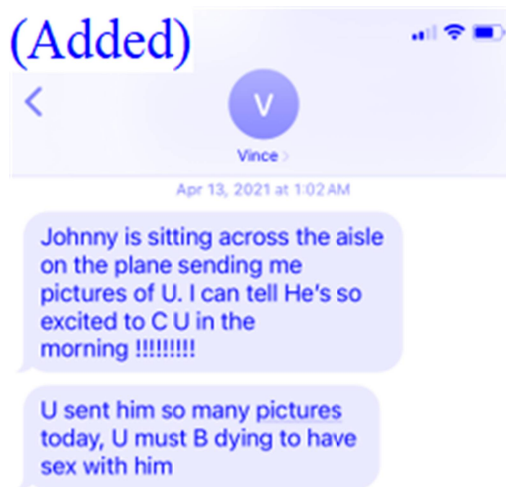
198. ~~174.~~ In an April 2021 meeting between Ms. Grant and ~~WWE Corporate Officer No. 2, WWE Corporate Officer No. 2~~ Brad Blum, Blum acknowledged that the jump initially

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proposed to Vice President was too big and could put a target on Ms. Grant's back. Nevertheless, ~~WWE Corporate Officer No. 2~~ [Blum](#) presented Ms. Grant with paperwork detailing a base salary increase to \$200,000 as Director of Operations.

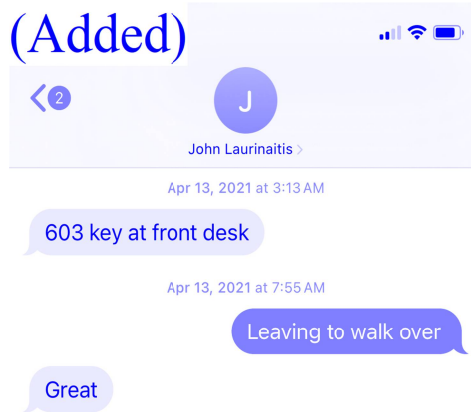
199. ~~175.~~ As soon as Ms. Grant began working directly for Laurinaitis, forcible touching and overtly sexual behaviors became part of daily life when he was in the office. On numerous occasions, Ms. Grant was directed to visit Laurinaitis at his hotel room before work to serve herself to him as his "breakfast." [McMahon supervised these encounters, on one occasion even viewing explicit photos from Laurinaitis while on the corporate jet with the expectation that Ms. Grant would perform accordingly the next morning:](#)



200. [At 3:13 in the morning, Laurinaitis instructed Ms. Grant what to do in a transactional text message:](#)

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201. Two days later, Ms. Grant received a text from Laurinaitis stating that he was laying naked, expecting her arrival.

202. 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~~ Laurinaitis' hotel stays when these coerced sexual encounters occurred.

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

204. ~~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.

205. ~~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.

206. Upon her move to Talent Relations, WWE constructed a new custom corner office suite to Laurinaitis' taste, sharing a wall with the Executive Vice President of Global

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Talent Strategy and Development, Paul Levesque (known as “Triple H”). Ms. Grant’s office had an internal door that connected directly into Laurinaitis’ office.⁶



207. Nick Khan and Brad Blum were involved in the planning of Laurinaitis’ custom suite—where Ms. Grant would ultimately be exploited.

208. 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:

⁶ The left image reflects the WWE office floorplan before renovations, and the image on the right displays the floorplan after construction. Ms. Grant occupied the bottom left office, with Laurinaitis’ office to her right, and Triple H’s office to the right of Laurinaitis (highlighted in green).

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209. ~~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.

210. ~~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.

211. ~~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

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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.

212. ~~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.

213. McMahon, in an attempt to recreate the scenario the following week, texted Ms. Grant to inquire whether both she and Laurinaitis were still at the office. Ms. Grant stated that they were, but indicated: “That’s NOT an invitation to put me on the table.”

214. ~~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.

215. ~~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.

216. Eventually, after these in-office encounters, a badge lock was installed on the outside of Ms. Grant’s door.

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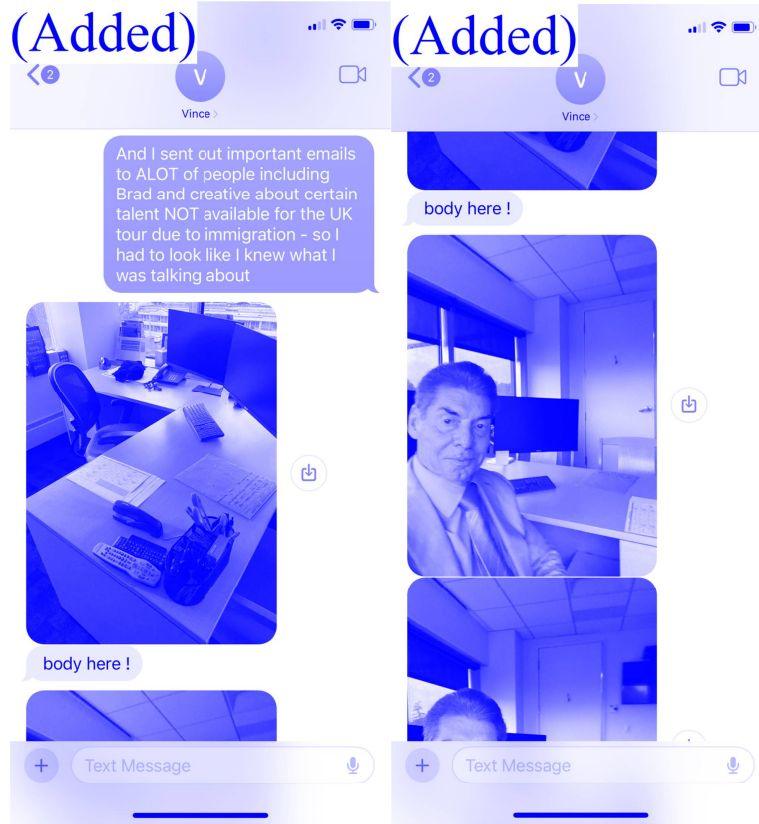
217. ~~186.~~ Through all this, Ms. Grant noticed that the less she sexually engaged with Laurinaitis, the less work she had as Laurinaitis began to belittle Ms. Grant in front of colleagues. Fearing for herself and her future, Ms. Grant asked Laurinaitis whether he still supported her promotion to ~~vice-president~~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

218. During this time frame, McMahon continued to remind Ms. Grant of his control. Ms. Grant felt watched and intimidated by McMahon and his executive enforcers, even while she was outside of the WWE office.

219. McMahon would impulsively visit Ms. Grant's office—in the middle of the work week and in the presence of other employees—and complain when Ms. Grant was not at her desk to serve him. He would consistently remind her that he was monitoring Ms. Grant, leaving voice memos such as: "I'm at the fuckin' office, pardon my French, I know where you are. And I got people hanging off me on the left and the right and everything else. I mean I know you're sitting, I know where you're sitting..."

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

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

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

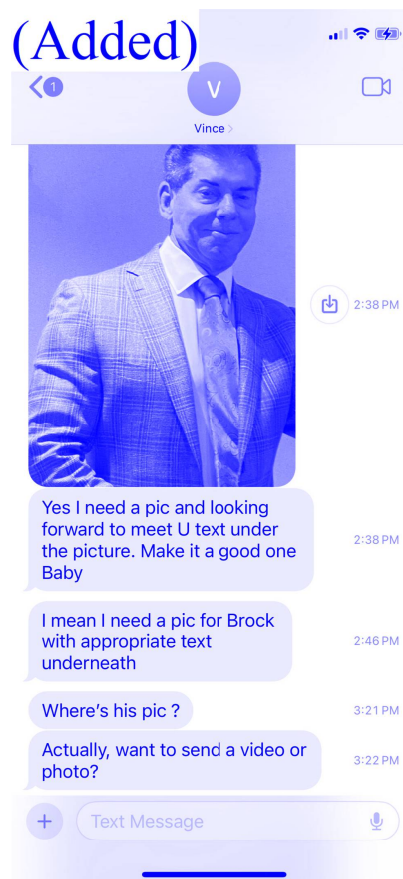
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222. ~~189.~~ As in other instances, McMahon described his fantasy of seeing Ms. Grant engaged in unmerciful sexual acts with ~~WWE Superstar~~ Lesnar during which he would “rip” her open.

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

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



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225. ~~192.~~ On July 21, 2021, McMahon flew and/or caused ~~WWE Superstar~~ Lesnar 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~~ Lesnar’s continued involvement with WWE. Prior to the “business dinner” with McMahon, ~~WWE Superstar~~ Lesnar made a brief visit to Ms. Grant’s building. However, ~~WWE Superstar~~ Lesnar did not return to the building for a sexual encounter because he was too intoxicated and taken back to the plane.

226. ~~193.~~ Later that evening, after McMahon recounted the story about his dinner with ~~WWE Superstar~~ Lesnar 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~~ Lesnar. 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?”

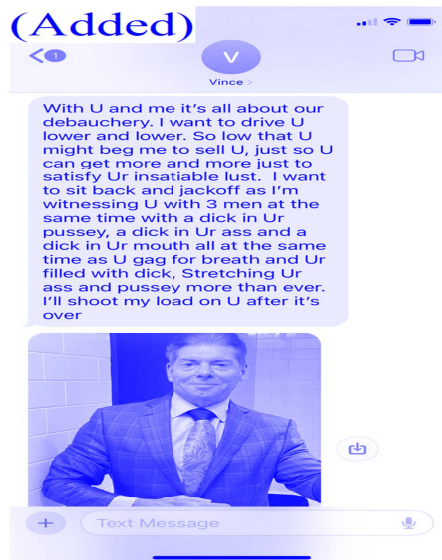
227. ~~194.~~ McMahon forbade Ms. Grant from leaving his condo that night unless she could verbally assure him that there wasn’t a problem and everything between them was okay. Notably, however, he made no effort to check on her well-being after she left his condo.

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228. ~~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~~ Lesnar privately reached an informal agreement about ~~his~~ Lesnar's return.

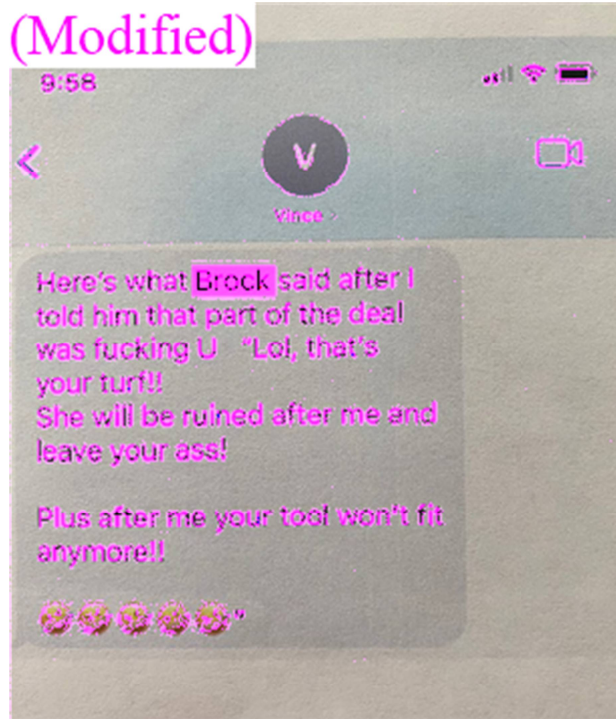
229. ~~196.~~ That night, McMahon texted Ms. Grant a reminder that she was an enslaved object to him: "*I want to drive U lower and lower. So low that U might beg me to sell U*" (emphasis added).;



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

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231. ~~198.~~ In December 2021, McMahon gave Ms. Grant’s personal cell phone number to ~~WWE Superstar~~ Lesnar and promised “she’ll do anything” requested of her.

232. Ms. Grant expressed her apprehension about the arrangement to McMahon and tried to run interference on starting a sexual relationship with Lesnar.

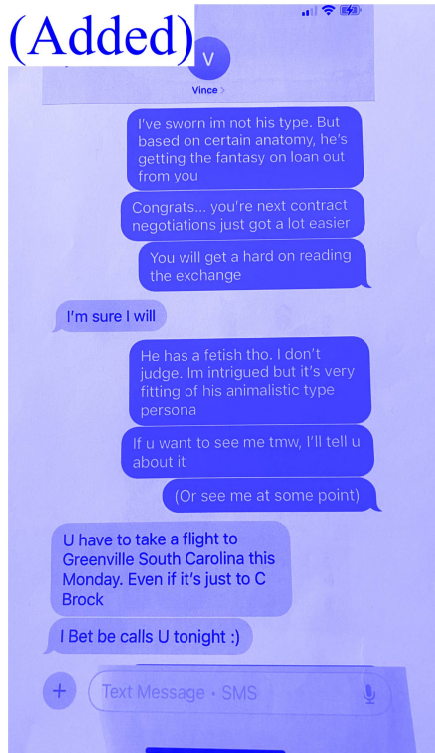
233. ~~199.~~ In the days that followed, ~~WWE Superstar~~ Lesnar revealed a fetish to Ms. Grant and tested McMahon’s promise that Ms. Grant would “do anything” with a request that she send a video of herself urinating.

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

235. McMahon actively attempted to organize a sexual encounter between Ms. Grant and Lesnar, stating: “U have to take a flight to Greenville South Carolina this Monday. Even if it’s just to C Brock”.

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236. ~~201.~~ That same month, ~~WWE Superstar~~ Lesnar expressed to Ms. Grant his desire to “set a play date” and have a sexual encounter. McMahon and Lesnar organized an encounter in conjunction with Lesnar’s appearance at a show at Mohegan Sun in Uncasville, Connecticut, with Lesnar even sending Ms. Grant the address for the hotel where he would be staying. However, a snowstorm changed ~~WWE Superstar’s~~ Lesnar’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.

237. ~~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. Simultaneously, Ms. Grant’s closest friend, Resident Manager, abruptly ceased communications with Ms. Grant as well.

238. ~~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

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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.

239. ~~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. At that time, Ms. Grant had expressed no desire take legal action.

240. ~~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~~ Nick Khan would personally help Ms. Grant to find another job.

241. ~~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.

242. ~~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~~ Colker for an attorney referral.

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

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244. ~~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~~ Brad Blum.

245. ~~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.

246. ~~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.

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

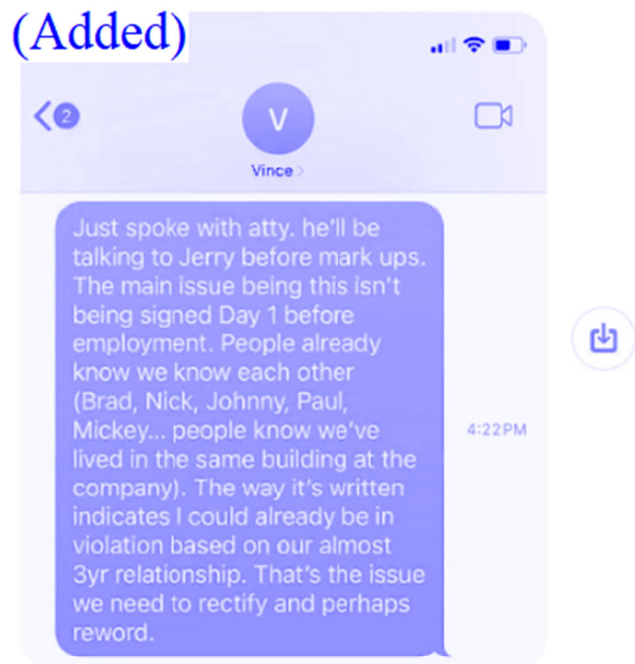
248. ~~213.~~ On January 24, 2022, McMahon continued to engage in sexual text message exchanges with Ms. Grant, including encouraging her to send an explicit photo to ~~WWE Superstar~~ Brock Lesnar. McMahon also requested Ms. Grant send him content she had sent to ~~WWE Superstar~~ Lesnar. At this same time, McMahon finalized a booking for Lesnar to perform in a live event at Madison Square Garden, during which it was expected that Ms. Grant and Lesnar would engage in a sexual encounter. Of course, McMahon understood this conduct

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would be a clear violation of the forthcoming NDA which he was coercing Ms. Grant into signing.

249. ~~214.~~ The “negotiations” of the NDA were brief——lasting only eight days. During the nine days which he represented her, Ms. Grant’s attorney expressed apprehension about moving forward so quickly with the NDA. 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~~ Nick Khan, Brad Blum, 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, who were the five people Ms. Grant would continue to interact with after her employment at WWE ended. 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—;



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250. ~~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.

251. ~~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~~his 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.

252. ~~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. McMahon knew that Ms. Grant wanted out of the agreement, but was determined to silence her.

253. ~~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). McMahon again rejected Ms. Grant’s desire to back out of the agreement, acknowledging the extreme repercussions that he and WWE would face if she did not sign the NDA. The transcript of that voice memo reads substantially as follows:

Hi baby I’m still... I’m packing up cause I gotta get out of here and go to bed. I’m still at the office and I got a board meeting in the morning at 10

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o'clock it's like Jesus fucking Christ. In any event, *on the agreement stuff, we have to do it* and here's why – ummm because there's a new twist in this fuckin' thing – wow is this ever gunna end? – *so there's an audit committee. It's a public company and if we don't get this done by the 31st I'm fucked* because McDevitt is in charge of the legal (voice from conference room speaker nobody else on this call. Goodbye. It sounds like the board room). It's the conference room I'm in. Goodbye. It's the conference room. Ummm so McDevitt is in charge of the fuckin' audit of the books kind of like thing. He's got to tell the audit committee there's no lawsuits, there's no pending this, there's no that – kind of like thing – and he won't do and can't do it legally unless I get this thing signed. *So we need to work on this really fuckin' fast otherwise I'm double fucked.* I'll be divorced aside from that; I'll be fuckin' ya know...; I don't know what this is going to do in terms of ya know of... Shit if he if I don't get it done, he's got to go to the audit committee and say by the way here where we're say yada, yada, yada Janel ...so now the board knows my story, knows what's going on and it's like oh my God holy shit. You know they kick people out of their own fuckin' company.⁷ that's not gunna happen here but um oh my god it's like public shit and all that kind of stuff so.. I'm fucking tired of this shit but in any event, uhh Sorry to be responding so late but um so *we've got to get this fuckin' thing done so quickly baby.* I had no idea that McDevitt was... well,...not turn on me because that's not really the case at all. It's a legal deal, you know? And he can't say to the audit committee “No I never told him any of this stuff” He wouldn't know. But now he knows. And now he's been involved in, you know, in writing some of this and all that kind of crap and... I gotta get this fuckin' thing done or I'm double fucked. So let's please you and I... I can't do it first thing in the morning cause it's 10 o'clock but as soon as we can. Let's please get this thing done in some way somehow ok? I'm sorry baby we have to do it this way because I'd like to do it on a napkin too but now I can't. Um so I'm kind of fucked. But that's ok. Well it's not ok but let's get this thing done please so we can go on about our lives. Ok baby I'll talk to you in the morning. I'm sorry to take up so much of your time. Ok bye.

254. Furthermore, McMahan's attorney who negotiated the NDA and is referenced in the voice message—Jerry McDevitt—was also the person whom McMahan routinely and painstakingly referenced when telling Ms. Grant about the high-powered attorney he had on

⁷ Coincidentally, McMahan resigned approximately two years later, right after this case was filed. See Samantha Delouya & Elizabeth Wagmeister, *Vince McMahon, WWE founder, resigns amid sex trafficking allegations*, CNN (Jan. 27, 2024), <https://www.cnn.com/2024/01/26/investing/vince-mcmahan-wwe-founder-exits-tko/index.html>.

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speed dial. Namely, McMahon referred to Mr. McDevitt as someone who was “world class at making problems go away.” All of this was known to Ms. Grant and being reinforced by McMahon throughout the NDA process, while Ms. Grant was being represented by an attorney she had never met in person and who McMahon viewed as merely a formality.

255. ~~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.

256. ~~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~~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.

257. ~~221.~~ In a state of mental defeat ~~and fear~~ from McMahon’s threats, instilling a fear in her that if she did not sign, he would expose her intimate content publicly, as well as any narrative necessary—whether true or false—that could expose her to serious personal and financial harm, Ms. Grant succumbed to his unrelenting ~~pressure~~coercion and signed the NDA just before the deadline on January 28, 2022. Indeed, over the course of these several weeks from early January until January 28, 2022, the nature of Ms. Grant’s mental state had changed substantially—she feared she would never be free from McMahon and WWE. In addition to the prolonged state of fear and anxiety that Ms. Grant had been living with since meeting McMahon,

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McMahon was now also adding this immense level of coercive control over everything involving the NDA process, as illustrated by, for example, the voice memo transcribed above. It was not by accident that McMahon had, since early in his abuse of Ms. Grant, painted his attorney, Jerry McDevitt, as someone whom Ms. Grant should fear any time the name was brought up again in the future.

258. The NDA includes an arbitration provision, which itself provides for confidentiality:

In the event of any dispute arising under or out of this Agreement, its construction, interpretation, application, performance or breach, the parties agree to first attempt to resolve such disputes informally and prior to taking any formal legal action to resolve such disputes. In the event any such dispute cannot be resolved informally, all parties hereto agree that the sole and exclusive legal method to resolve any and all disputes and/or controversies is to commence binding arbitration under the Federal Arbitration Act pursuant to the procedures of the American Arbitration Association and to do so by sealed proceedings which preserve the confidential and private nature of this Agreement. The parties agree to discuss the venue for any such arbitration proceeding if and when such a dispute arises which cannot be informally resolved; but in the event the parties cannot agree on a venue then the exclusive venue for any arbitration proceeding shall be in Stamford, Connecticut. The prevailing party, as determined by the arbitration tribunal, shall be entitled to recover from the non-prevailing party all of its attorney's fees and costs.

259. To emphasize, the voice memo on January 27, 2022 was received by Ms. Grant after any so-called "negotiating" engaged in by Ms. Grant in increasing the total amount payable under the NDA. Similarly, it was received after she had been advised by an attorney that McMahon was ultimately paying for. As a result, and as outlined above, the level of coercion, fear, and undue influence being experienced by Ms. Grant shifted from early January, to the point where she was now saying and doing desperate things in late January, like offering to effectuate the NDA via signing a napkin and rushing to finalize the NDA in the face of coercive voicemails being left on her phone with the intent to induce her to finalize an agreement.

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260. The duress experienced by Ms. Grant and the fraudulent inducement engaged in by McMahon were also specific and unique to individual terms within the NDA, such as the arbitration provision. Specifically, Ms. Grant was coerced and fraudulently induced to accept the arbitration provision. This is illustrated, in part, by the fact that Ms. Grant was told by her attorney that terms of the agreement (e.g., the arbitration provision) could be undesirable as written, but given the perpetuated duress that had now been elevated by Ms. Grant's chronic abuser, McMahon, she was not able to make sound decisions regarding terms like the arbitration provision.

261. The arbitration provision, individually and outside the general NDA agreement, was entered into under duress and/or as result of fraudulent inducement engaged in by McMahon, and the same is void as a matter of law.

262. ~~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~~...~~, Brad M. Blum", and originator address "1241 EAST MAIN STREET, STAMFORD, CONNECTICUT, 06902 UNITED STATES."

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

264. ~~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~~ deflected her questions.

265. WWE has emphatically and unassailably asserted that, as a company, it had no knowledge of various settlement agreements, releases, covenants not to sue and/or

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non-disclosure agreements entered into by McMahon, including, of course, the NDA at issue in this instant case. Specifically and by way of example, WWE has maintained the following:

On June 17, 2022, the Company and its Board of Directors announced that the Special Committee was formed to investigate alleged misconduct by Mr. McMahon, who remains a stockholder with a controlling interest, and another executive, who is also no longer with the Company. The findings of the Special Committee investigation identified **agreements executed by Mr. McMahon which were previously unknown to the Company.**⁸

266. ~~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.”

267. ~~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.

268. ~~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,

⁸ See, e.g., WWE’s August 14, 2022 United States Securities and Exchange Commission Form 10-Q, at 28 (emphasis added).

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if she needed anything, to contact ~~WWE Corporate Officer No. 1 or WWE Corporate Officer No. 2~~ Nick Khan or Brad Blum. 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~~ Brock Lesnar, in the meantime.

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

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

271. ~~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.~~

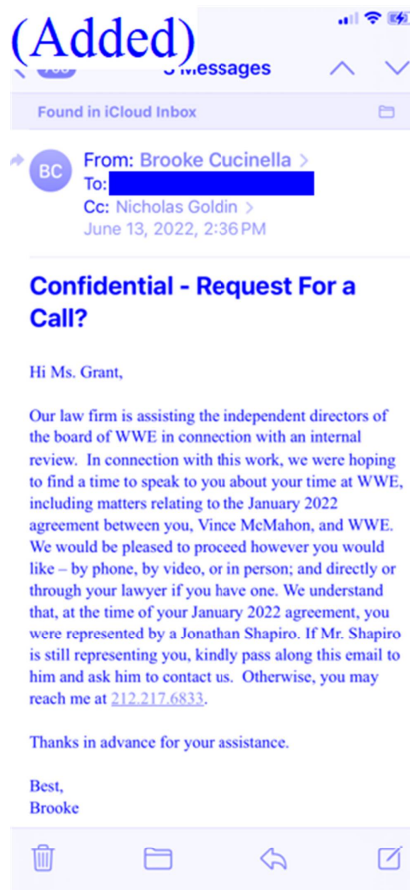
272. ~~231.~~ Further, despite assurances from McMahon that he would cover her medical care and the costs associated with her tax liability for the \$1,000,000 payment, McMahon has refused to cover those costs. McMahon continued to pay for Ms. Grant's medical care until April 15, 2022, when it abruptly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

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273. 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.

274. Additionally, on June 13, 2022, Ms. Grant received an email to her personal account from an attorney at Simpson Thacher & Bartlett LLP seeking to talk to her about an investigation surrounding “[her] time at WWE, including matters relating to the January 2022 agreement between [her], Vince McMahon, and WWE.”



275. The qualitative scope of the investigation was confirmed and reiterated to Ms. Grant and her counsel on multiple occasions by WWE’s General Counsel and Simpson Thacher & Bartlett LLP on behalf of the WWE Board of Directors’ Special Committee, as investigating,

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among other things, “Mr. McMahon’s relationship with Ms. Grant and the circumstances surrounding the settlement between [Ms. Grant], the WWE, and Mr. McMahon.”

276. Despite being told by her counsel that Ms. Grant was available and willing to participate in the investigation, including through the substantial provision of relevant documents, the Special Committee never interviewed her. In fact, Ms. Grant was actively preparing for the investigation with her attorney. Instead, the Special Committee announced in November 2022 that the investigation had been completed.

277. Ms. Grant did not receive another payment under her NDA in February of 2023.

278. As a result of the power dynamics and the trauma endured by Ms. Grant for so many years by Defendants, Ms. Grant has continued to be in states of duress even after entering into the NDA. The extent and specifics of Ms. Grant’s mental state at varying times will be addressed by her providers and retained experts as appropriate.

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

279. ~~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.

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

- a. ~~Alternative Clinic~~Peak Wellness 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.

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

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

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

- a. Peak Wellness medical care and medical & cosmetic services and products;
- b. ~~a.~~ 2022 BMW 430XI;
- c. ~~b.~~ \$5,000 gift certificate at Landphier Spa;
- d. ~~c.~~ Two private chef-catered dinners in McMahon's condo;
- e. ~~d.~~ Gold & diamond pave paperclip necklace from Betteridge in Greenwich, CT;
- f. ~~e.~~ \$15,000 Bloomingdales gift cards;
- g. ~~f.~~ Food assortment display & antique tea ceremony set from Saudi Arabia; and
- h. ~~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.

283. ~~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.

284. ~~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~~don't know what

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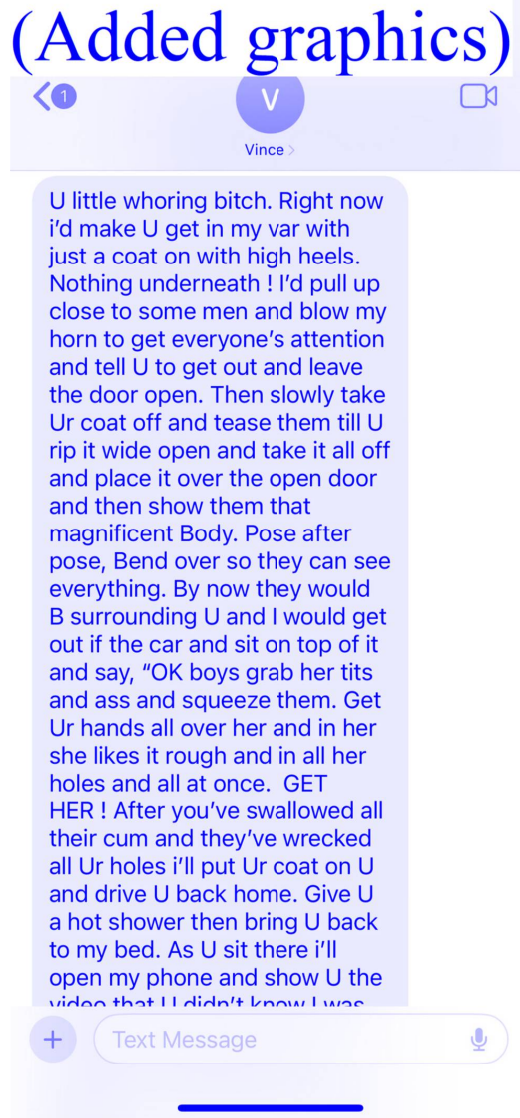
to do with me, nobody gave a fuck when I was harassed & retaliated against to the point my reputation was questioned & my work was taken away).”

285. ~~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.

286. ~~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. An example of McMahon’s fantasy talk follows:

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287. ~~240. Further, at~~ 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.

288. McMahon recklessly obtained Ms. Grant's nude photos while being filmed for a documentary and shots of him viewing her nude images aired on Netflix in 2024 for the world to see:

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

289. ~~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.

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

291. ~~243.~~ ~~WWE Corporate Officer No. 1~~ Khan 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~~ Company's Legal department was in a different building (1266 East Main) and across the street from ~~WWE Corporate Officer No. 1's~~ Khan'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.

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

293. ~~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~~ Khan, indeed, knew exactly who she was, as

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McMahon had met privately with ~~WWE Corporate Officer No. 1 and WWE Corporate Officer No. 2~~Khan and Blum and advised these individuals of McMahon's connection to Ms. Grant.

294. ~~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~~Khan and/or Blum inquired whether Ms. Grant could be trusted, and that McMahon offered assurances that Ms. Grant would not do something to hurt the WWE.

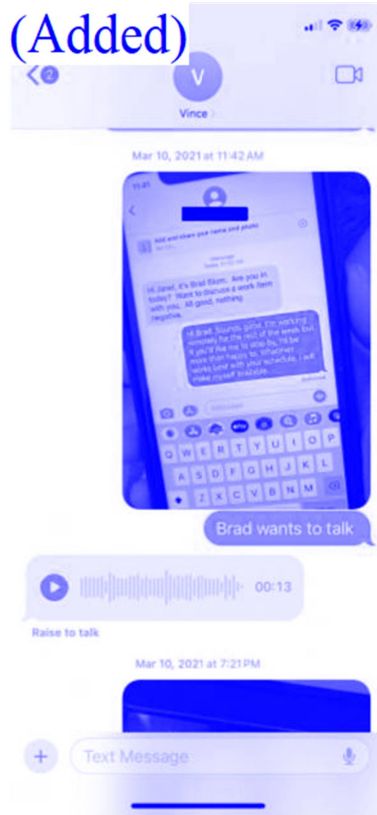
295. ~~247.~~ Knowledge on the part of WWE is further illustrated by the multiple meetings Ms. Grant had about initial hiring and subsequent position changes, including a number of such meetings with ~~WWE Corporate Officer No. 2~~Blum and a voice memo McMahon sent Ms. Grant the following morning, on March 10, mentioning the names of both ~~WWE Corporate Officer No. 1 and WWE Corporate Officer No. 2~~Khan and Blum in connection with the new role. The transcript of that voice memo reads substantially as follows:

Yeah Brad, um, wants to talk to you or Nick about the, a new position you and I kind of discussed. So that's what the, that's what he wants to talk about. (laugh) ok bye.

296. It's unusual for the Executive Chairman and CEO to name-drop two of the ~~company's~~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.

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297. Both Brad Blum and Nick Khan were actively involved in arranging an office space for Ms. Grant, again an inappropriate task for executives of their high ranks.

298. ~~248. WWE Corporate Officer No. 4~~Brian Nurse was a high-ranking ~~legal~~Legal department employee at WWE until around November 2020. Upon information and belief, ~~WWE Corporate Officer No. 4~~Nurse was terminated or asked to resign from ~~WWE Corporate Officer No. 4's~~this post at WWE. McMahon expressed to Ms. Grant that ~~WWE Corporate Officer No. 4~~Nurse, 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~~Nurse articulated ~~WWE Corporate Officer No. 4's~~this knowledge and/or suspicion to at least one other executive.

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299. ~~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.

300. ~~250.~~ Notably, Ms. Grant inquired with both ~~WWE Corporate Officer No. 1 and WWE Corporate Officer No. 2~~ Khan and Blum about whether it was appropriate for her to attend these meetings. On one occasion, Laurinaitis brought Ms. Grant to an Executive Committee meeting, and Khan openly acknowledged her presence there.

301. ~~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.

302. ~~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.

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

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304. ~~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, and continues to accumulate sexual misconduct accusations, 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. A former independent contractor with WWE alleged that in 2005, McMahon assaulted her and derailed her career after she refused to engage in a sexual relationship with him. In 2019, McMahon and this contractor signed a confidential settlement agreement, whereby McMahon agreed to pay the contractor \$7.5 million over five years.
- c. ~~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.”²⁹
- d. ~~e.~~ A former spa manager at a California resort accused McMahon of assault at the resort in 2011.
- e. In October 2024, a group of five former WWE “ring boys” filed a lawsuit against Vince McMahon, his wife Linda McMahon, and TKO alleging negligence for failure to stop decades of sexual assault of underaged children perpetuated by former WWE employees. The case is ongoing.

305. ~~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.

²⁹ 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/> <https://www.newspapers.com/clip/15341562/palm-beach-post-story-on-vincemcmahon/> (last visited November 24, 2023).

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306. ~~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.

307. ~~257.~~ Given, among other things, the history of misconduct involving other women and boys, the notice provided by McMahon to senior leadership at WWE, rumors about the relationship within WWE Headquarters, ~~the~~ McMahon's widespread sharing of Ms. Grant's pictures—including her face—to those inside the ~~company by McMahon, Company, and~~ 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~~ and Arbitration Provision, Their Invalidity, and McMahon and WWE's Disregard for the NDA.**

308. ~~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.

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

310. The arbitration provision violates the Speak Out Act and is thus invalid.

311. ~~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.

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312. ~~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.

313. ~~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.

314. Additionally, and as detailed above, the arbitration provision, outside the context of the NDA generally or as a whole, was entered into under duress and/or by fraudulent inducement.

315. ~~263.~~ Regardless, even if ~~it~~ the arbitration provision and/or NDA 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.

316. ~~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.

317. In January 2025, the SEC charged McMahon for violating federal securities laws by failing to disclose two settlement agreements totaling \$10.5 million, one of which is the NDA in dispute in this case.¹⁰ "McMahon consented to the entry of the SEC's order finding that he violated the Securities Exchange Act by knowingly circumventing WWE's internal accounting

¹⁰ Order Instituting Cease-And Desist Proceedings Pursuant To Section 21c Of The Securities Exchange Act Of 1934, Making Findings, And Imposing A Cease And-Desist Order, Exchange Act Release No. 102143, SEC Docket 3-22391 (Jan. 10, 2025), <https://www.sec.gov/files/litigation/admin/2025/34-102143.pdf> (the "SEC Order").

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controls and that he directly or indirectly made or caused to be made false or misleading statements to WWE’s auditor.”¹¹

318. McMahon acted as if rules did not apply to him. “As a result of this conduct, McMahon violated Section 13(b)(5) of the Exchange Act and Rules 13b2-1 and 13b2-2(a)(1) thereunder” and “caused WWE’s violations of Sections 13(a) and 13(b)(2)(A) of the Exchange Act and Rules 12b-20, 13a-1, and 13a-13 thereunder.”¹² He signed the NDA on behalf of WWE, and then actively worked to conceal the NDA from WWE, effectively allowing WWE to avoid SEC charges even though “WWE benefitted from the Settlement Agreements, receiving releases and avoiding reputational harm caused by allegations of misconduct by its CEO being made public.”¹³

319. The SEC’s charges provide further evidence of McMahon’s failure to adhere to the law and show he coerced Ms. Grant into signing an illegal NDA. McMahon cannot subvert securities law to conceal his illegal conduct and contract and then attempt to enforce that very same unlawful contract in this Court.

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

320. ~~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.

¹¹ Press Release, U.S. Securities Exchange Commission, *Vince McMahon, Former CEO of WWE, Charged for Failure to Disclose to WWE Two Settlement Agreements He Executed on Behalf of WWE* (Jan. 10, 2025), <https://www.sec.gov/newsroom/press-releases/2025-1>.

¹² SEC Order at ¶ 4.

¹³ Id. at ¶ 25.

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321. In early 2023, while Ms. Grant was cooperating with several days of Department of Justice interviews concerning a criminal investigation into Defendants' conduct, McMahon threw naked allegations of NDA breach at Ms. Grant and thereafter proceeded to violate the agreement himself. These intimidation tactics added to the enormous distress Ms. Grant was already withstanding.

322. ~~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.

323. ~~267.~~ Due to this trauma and inability to leave her home, Ms. Grant was terminated from employment on January 27, 2023 ~~where she~~. 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.

324. ~~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.

325. ~~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.

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

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CAUSES OF ACTION

Count I

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

327. ~~271.~~ Plaintiff incorporates paragraphs 1 through ~~270~~326 as if fully stated herein.

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

329. ~~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.

330. ~~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.

331. ~~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.

332. ~~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.

333. An arbitration provision such as the one in this case can never be valid under the Speak Out Act, as its effect necessarily act as a secondary means to silence victims and survivors, which would undermine the Speak Out Act’s entire legislative purpose.

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334. ~~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~~ and the arbitration provision themselves, are judicially unenforceable and Plaintiff is entitled to declaratory judgment.

335. And because the arbitration provision within the NDA cannot be valid under the Speak Out Act, the arbitration provision, too, is judicially unenforceable and Plaintiff is entitled to declaratory judgment.

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

336. ~~278.~~ Plaintiff incorporates paragraphs 1 through ~~277~~335 as if fully stated herein.

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

338. ~~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.

339. ~~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

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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.

340. ~~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.

341. ~~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~~ Ms. Grant'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.

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342. ~~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.

343. ~~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).

344. As detailed herein, arbitration provision contained within the NDA was entered into under duress or as a result of fraudulent inducement, and the arbitration provision, separate and distinct from the NDA, is invalid.

345. ~~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

346. ~~287.~~ Plaintiff incorporates paragraphs 1 through ~~286~~345 as if fully stated herein.

347. ~~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~~Ms. Grant while traveling across the country (and internationally) to recruit, entice, obtain, provide, maintain and/or solicit ~~Plaintiff~~Ms. Grant for purposes of engaging in sexual acts. He also flew others and/or caused others to travel to Connecticut,

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including Laurinaitis and ~~WWE Superstar~~ Brock Lesnar, from out of state for the purpose of sexually exploiting Ms. Grant.

348. ~~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~~ she would be given a position at WWE, job security within the WWE, and advancement within the WWE.

349. ~~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~~ Ms. Grant 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~~ Ms. Grant remained loyal and obedient by engaging in the sex acts described herein.

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

351. ~~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.

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

353. ~~294.~~ At all times relevant, ~~Plaintiff~~ Ms. Grant was subjected to coercion in that a scheme, plan or pattern was in place that was designed to cause ~~Plaintiff~~ her to believe that

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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.

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

355. ~~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

356. ~~297.~~ Plaintiff incorporates paragraphs 1 through ~~296~~355 as if fully stated herein.

357. ~~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~~ Ms. Grant into coerced sexual encounters on the promise of employment with WWE, job security and advancement.

358. ~~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~~ Ms. Grant. Alternatively, WWE reasonably should have known of these facts under the

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circumstances and is subject to liability pursuant to the civil remedy provision of the TVPA, 18 U.S.C. § 1595(a).

359. ~~300.~~ As detailed herein, WWE employees, executives, and Board Members were aware of McMahon's exploits involving ~~Plaintiff~~ Ms. Grant. 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.

360. ~~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~~ Ms. Grant's employment with WWE.

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

362. ~~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.

363. ~~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~~ Company. For instance, both ~~WWE Corporate Officer No. 1 and WWE Corporate Officer No. 2~~ Nick Khan and Brad Blum 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

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and/or facilitate them, such as former WWE employee, ~~WWE Corporate Officer No. 4~~[Brian Nurse](#).

364. ~~305.~~—WWE benefited financially from the commercial sex act venture orchestrated by McMahon, including by having wrestling talent, such as ~~WWE Superstar~~[Brock Lesnar](#), sign new contracts with WWE after McMahon presented ~~Plaintiff~~[Ms. Grant](#) as a sexual commodity for their use.

Count V
Negligence
Against WWE

365. ~~306.~~—Plaintiff incorporates paragraphs 1 through ~~305~~364 as if fully stated herein.

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

367. ~~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~~[Ms. Grant](#). Alternatively, WWE reasonably should have known of these facts under the circumstances.

368. ~~309.~~—WWE did nothing to prevent McMahon's and ~~Laurinaitis's~~[Laurinaitis'](#) conduct or protect employees like Ms. Grant from it and took no appropriate actions against the risk of harm.

369. ~~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~~[Ms. Grant](#), as well as mental and emotional trauma that is permanent in nature as described herein.

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370. ~~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.

371. ~~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

372. ~~313.~~ Plaintiff incorporates paragraphs 1 through ~~312~~371 as if fully stated herein.

373. ~~314.~~ As alleged herein, ~~Plaintiff~~Ms. Grant 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~~Ms. Grant “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~~Brock Lesnar. 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.

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- b. After the NDA was executed, McMahon grabbed ~~Plaintiff's~~ Ms. Grant'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."

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

375. ~~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~~ Ms. Grant, as well as mental and emotional trauma that is permanent in nature as described herein.

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

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

Count VII
Civil Battery
Against Laurinaitis and WWE

378. ~~319.~~ Plaintiff incorporates paragraphs 1 through ~~318~~ 377 as if fully stated herein.

379. ~~320.~~ As alleged herein, ~~Plaintiff~~ Ms. Grant 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.

380. ~~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~~ Ms. Grant's mouth.

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381. ~~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~~Ms. Grant.

382. ~~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~~her, as well as permanent psychological and emotional trauma.

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

384. ~~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

385. ~~326.~~ Plaintiff incorporates paragraphs 1 through ~~325~~384 as if fully stated herein.

386. ~~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.

387. ~~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

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encounters, while at the same time sharing explicit photographs of her with others inside and outside of the ~~Company~~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~~Ms. Grant 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~~Ms. Grant would “do anything” they desired and provided ~~the Plaintiff’s~~them her 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.

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

389. ~~330.~~ As described herein, ~~Plaintiff’s~~Ms. Grant’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.

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

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

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

392. ~~333.~~ Plaintiff incorporates paragraphs 1 through ~~332~~391 as if fully stated herein.

393. ~~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~~Ms. Grant’s direct supervisor at WWE, Laurinaitis would almost always conduct himself in a way that was overtly sexual and objectified ~~Plaintiff~~Ms. Grant, including by asking for explicit photographs and sexual encounters at WWE Headquarters.

394. ~~335.~~ As described herein, Laurinaitis’ conduct was the cause of ~~Plaintiff’s~~Ms. Grant’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~~Ms. Grant’s resulting emotional distress includes flashbacks and bouts of PTSD brought on by the conduct engaged in by Laurinaitis.

395. ~~336.~~ As described herein, ~~Plaintiff’s~~Ms. Grant’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.

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

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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.

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Respectfully, submitted, this ~~25th day of~~ January ~~31, 2024~~31, 2025.

By:

ROBINSON & COLE LLP

Benjamin M. Daniels (~~ct29713~~)
280 Trumbull Street
Hartford, CT 06103
(860) 275-8200 Telephone
(860) 275-8299 Facsimile

/s/ Erica O. Nolan

David A. Slossberg (ct13116)

Erica O. Nolan (ct31097)

HURWITZ, SAGARIN, SLOSSBERG & KNUFF, LLC

135 Broad Street

Milford, CT 06460

Tel: (203) 877-8000/Fax: (203) 878-9800

DSlossberg@hssklaw.com

ENolan@hssklaw.com

HOLLAND LAW FIRM, LLC

Eric D. Holland (~~to be admitted pro hac vice~~)

Gregory R. Jones (~~to be admitted pro hac vice~~)

211 North Broadway, Suite 2625

St. Louis, MO 63102

(314) 241-8111 Telephone

(314) 241-5554 Facsimile

eholland@hollandtriallawyers.com

gjones@hollandtriallawyers.com

~~eholland@hollandtriallawyers.com~~

~~gjones@hollandtriallawyers.com~~

Ann E. Callis

~~Ann E. Callis (to be admitted pro hac vice)~~

6181 Bennett Drive, Suite 210 Edwardsville,

Illinois 62025 (618) 452-1323 Telephone

(618) 452-8024 Facsimile

~~acallis@hollandtriallawyers.com~~ acallis@holl

andtriallawyers.com

Attorneys for Plaintiff Janel Grant

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CERTIFICATE OF SERVICE

This is to certify that on January 31, 2025, a copy of the foregoing was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by e-mail to all parties by operation of the Court's electronic filing system and by mail to all parties that are unable to accept electronic filing. Parties may access this filing through the Court's electronic system.

/s/ Erica O. Nolan
Erica O. Nolan

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Summary report:	
Litera Compare for Word 11.3.1.3 Document comparison done on 1/31/2025 7:13:19 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Luna - Draft Complaint (Final).docx	
Modified filename: 653 FINAL 2025.01.31 Grant - Amended Complaint.docx	
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Delete	667
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	1
<u>Table moves to</u>	0
Table moves from	0
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Embedded Excel	0
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