



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

LABORERS' DISTRICT COUNCIL
AND CONTRACTORS' PENSION
FUND OF OHIO,

Plaintiff,

v.

VINCENT K. MCMAHON, NICK
KHAN, PAUL LEVESQUE,
GEORGE A. BARRIOS, STEVE
KOONIN, MICHELLE D. WILSON,
and FRANK A. RIDDICK, III,

Defendants.

C.A. No. 2023-1166-JTL

PUBLIC VERSION

Filed: November 22, 2023

VERIFIED CLASS ACTION COMPLAINT

Plaintiff Laborers' District Council and Contractors' Pension Fund of Ohio ("Ohio Laborers"), on behalf of itself and similarly situated former stockholders of World Wrestling Entertainment, Inc. ("WWE" or the "Company"), brings this Verified Class Action Complaint (the "Complaint") asserting breach of fiduciary duty claims against the defendants named herein arising out of the merger (the "Merger") of WWE with a subsidiary of Endeavor Group Holdings, Inc. ("Endeavor"), resulting in the formation of TKO Group Holdings, Inc. ("TKO").

The allegations herein are based on Plaintiff's knowledge as to itself and, as to all other matters, on information and belief, including counsels' investigation, review of publicly available information, and the review of certain books and records produced by WWE in response to Plaintiff's demand made under 8 *Del. C.* § 220 (the "Demand") as to all other matters.

NATURE OF THE ACTION

1. Vincent K. McMahon ("McMahon") is a larger-than-life figure in the professional wrestling industry who transformed WWE into an international spectacle. In the process, however, McMahon's bravado in the wrestling ring translated into defiance in the board room, where he used his domineering personality and control over WWE to carry out his own personal agenda at the expense of the Company's public stockholders.

2. To be sure, McMahon has a long history of putting himself above the interests of WWE's stockholders. In response to an array of sexual misconduct violations spanning decades, McMahon has pulled out every stop to prevent being ousted from his wrestling empire, culminating with the Merger as his *coup de grâce*.

3. His first real threat at becoming dethroned came in the spring of 2022, when the WWE board of directors (the "Board") received a string of anonymous emails concerning allegations that McMahon had paid a former WWE paralegal \$3 million in "hush money" to remain quiet about their sexual relationship. But this

allegation was just the tip of the iceberg. Numerous other women later came forward with horrific stories about sexual abuse and harassment at the hands of McMahon.

4. The Board formed a special committee (the “Special Committee”) to investigate these allegations, which included additional allegations of illicit payments made by McMahon to silence survivors. Although the Special Committee’s investigation results have not been made public, the *Wall Street Journal* (“WSJ”) released an exposé detailing McMahon’s sordid trail of illegal sexual encounters spanning years, along with nearly \$15 million in payments from McMahon to his multiple survivors. When his predatory behavior became public, McMahon was forced to “retire” as WWE’s Chief Executive Officer (“CEO”) and Chairman on July 22, 2022.

5. This “retirement,” however, was short-lived. On January 5, 2023, McMahon wielded his control as WWE’s controlling stockholder to remove three independent directors from the Board and replace them with himself and two of his cronies—Defendants Michelle D. Wilson and George A. Barrios (the “Written Consent”). The next day, two more independent directors—including WWE’s lead independent director—resigned in protest. McMahon’s daughter, Stephanie McMahon, also resigned as Chairwoman and co-CEO.

6. As justification for his coup, McMahon claimed that it was “necessary” for him to act as WWE’s Executive Chairman to oversee his desired strategic review

process (*i.e.*, a sale of the Company). In reality, McMahon was maneuvering to secure his power and control over the Company in the face of mounting stockholder discontent and government investigations into his illegal predatory behavior.

7. The same day McMahon returned, WWE announced it would explore strategic alternatives. McMahon immediately approached his long-time friend and Endeavor CEO Ari Emanuel, whom McMahon knew would allow him to remain at the helm of the post-transaction Company. As Emanuel later publicly declared, “I would have body-slammed him [*i.e.*, McMahon] if he thought he was going to leave.”¹ Thereafter, the WWE Board—which was controlled by McMahon—conjured up a sham sales process designed to favor Endeavor and exclude other bidders seeking to acquire McMahon.

8. WWE began signing confidentiality agreements with potential bidders on February 6, 2023. The very next day, Endeavor submitted a proposal to combine Endeavor’s Ultimate Fighting Championship (“UFC”) subsidiary with WWE in a cash and stock transaction where WWE stockholders would receive consideration equivalent to \$88.43 per share. The February 7 offer contemplated that Endeavor

¹ Anna Nicolaou & Samuel Agini, *Ari Emanuel: the tenacious super agent disrupting Hollywood*, FIN. TIMES (Apr. 4, 2023), <https://www.ft.com/content/32f6a6cc-57b3-4183-9a8c-9ec6912388c6>.

would own 57% of the combined business and WWE would own 43%, assuming no WWE stockholders elected to receive cash.

9. On February 24, 2023, WWE told interested bidders that any written indications of interest must be received by March 13, 2023. But WWE did not tell potential bidders that Endeavor had already submitted an offer weeks before and, thus, was miles ahead of everyone else in the due diligence process. McMahon's crony-filled Board would later seize on this unequal playing field to pretextually accuse the other bidders of showing "less enthusiasm and urgency."

10. By March 13, 2023, WWE had received three additional offers to acquire the entire Company: [REDACTED] submitted a cash offer at \$95-\$100 per share, [REDACTED] submitted a cash offer for \$90-\$97.50 per share, and [REDACTED] submitted a cash offer at an implied share price of \$76.83. But because these offers all contemplated cashing out WWE stockholders (including McMahon—signaling his complete ouster from the Company and likely the wrestling world), the Board never bothered to make a counterproposal to [REDACTED]

11. Instead, McMahon and his Board negotiated exclusively with Endeavor, counterproposing in March an all-stock deal and ultimately requiring that the offer be contingent on McMahon serving as executive chairman of the combined company. Not only did he secure a future for himself at post-merger WWE,

McMahon also stuffed his pockets and those of his loyalists before agreeing to a deal. Specifically, McMahon ensured that he and WWE's CEO Nick Kahn were awarded retroactive and significantly more valuable employment agreements containing lucrative golden parachutes in the case of post-Merger termination (the "Employment Agreements"). The McMahon-controlled Board also granted cash bonuses to Kahn (\$15 million), McMahon's son-in-law Paul Levesque (known professionally as "Triple-H") (\$5 million), and WWE President/CFO Frank A. Riddick, III (\$5 million) (the "Sale Bonuses") before signing a deal with Endeavor.

12. Ultimately, the Merger was finalized on the night of April 1, 2023, while Emanuel, McMahon, and Khan were together at Wrestlemania 39 in Los Angeles, California.² Endeavor agreed to WWE's all-stock counterproposal, with Endeavor owning 51% of the post-deal company and former WWE stockholders owning the remaining 49%. The implied Merger consideration for former WWE stockholders was, at the time, \$95.66 per share—which fell below both [REDACTED] opening all-cash offers.

13. Both the process and price of the Merger were unfair to stockholders. As to process, the controlled Company did not even attempt to adopt the procedural

² Dylan Byers, *The Art of Ari's WWE Deal*, PUCK NEWS, (Apr. 5, 2023), <https://puck.news/the-art-of-aris-wwe-deal>.

protections for minority stockholders set forth in *MFW*.³ WWE did not form a special committee of independent and disinterested directors to negotiate and approve the Merger. Nor did WWE condition the Merger on the approval of a majority of the Company's minority stockholders. Instead, McMahon simply executed the Written Consent. The Board also hired largely conflicted financial advisors willing to support a deal with Endeavor.

14. As to price, the Merger consideration did not reflect the fair value of the Company. Before synergies, it fell below the initial cash-out offers submitted by [REDACTED] and likely far below the offers the Board could have obtained from those bidders had it made any effort to negotiate with them in good faith.

15. And instead of the value certainty a cash transaction would have provided, the stock-for-stock deal with Endeavor depended not only WWE's value, but also the value of UFC and any potential synergies. The uncertainties created by these additional layers gave the Company's financial advisors room to massage various inputs and valuation techniques, as discussed in more detail below. Moreover, Defendants (i) failed to secure an equitable distribution of over \$5 billion in expected Merger synergies, (ii) undervalued WWE's relative stake in TKO by

³ *Kahn v. M & F Worldwide Corp.*, 88 A.3d 635, 639 (Del. 2014) (referred to herein as "*MFW*").

using insufficient and flawed information from Endeavor, and (iii) relied on valuation analyses prepared by the Company’s financial advisors that were predicated on unreliable discounted cash flow (“DCF”) and comparable company analyses—all of which contributed to the Company’s public stockholders receiving an unfair price in the Merger.

16. In sum, Defendants breached their fiduciary duties by allowing McMahon to prioritize his own personal interests above those of WWE’s former public stockholders to their financial detriment. This action follows.

PARTIES AND RELEVANT NON-PARTIES

I. PLAINTIFF

17. **Plaintiff Ohio Laborers** was the beneficial owner of WWE Class A common stock and held Company stock at all relevant times. Ohio Laborers received the Merger consideration in exchange for all of its WWE shares in connection with the Merger.

II. DEFENDANTS

18. **Defendant McMahon** was the founder, Executive Chairman, and controlling stockholder⁴ of the Company. In 1982, McMahon and his wife Linda

⁴ As of April 4, 2023, McMahon owned (i) 28,682,948 shares of Class B common stock, which could be converted at any time on a one-for-one basis into 28,682,948 shares of Class A common stock, and (ii) 69,157 shares of Class A common stock. McMahon’s Class B shareholdings comprised 92.2% of the total Class B common stock issued and

McMahon co-founded the Company after purchasing the predecessor entity from McMahon's father. From 1982 until 2009, McMahon served as WWE's Chairman of the Board and Linda McMahon served as CEO. Upon Linda McMahon's departure from the Company in 2009, McMahon assumed the role of CEO and retained his role as Chairman of the Board. McMahon relinquished those roles temporarily in June 2022 as a result of the Special Committee's investigation into allegations of sexual misconduct and other related misconduct levied against McMahon.

19. On January 5, 2023, McMahon deployed a coup and forced his way back onto the Board through the Written Consent. On January 10, 2023, the Board elected McMahon as Executive Chairman. Shortly before the Merger, McMahon entered into a new, lucrative Employment Agreement with WWE. Following the closing of the Merger, McMahon serves as the Executive Chair of the TKO board of directors and wields approximately 16.5% of TKO's voting power.

20. **Defendant Khan** served as WWE's CEO since January 2023 and was a member of the Board from June 2021 until the closing of the Merger. Before assuming the role of WWE's CEO, Khan served as one of WWE's co-CEOs from

outstanding, and each Class B share was entitled to 10 votes per share, giving McMahon 81.0% of the Company's total voting power.

July 2022 and President & Chief Revenue Officer from August 2020 to July 2022. Shortly before the Merger, Khan received a new, lucrative Employment Agreement with WWE. Following the closing of the Merger, Khan received a \$15 million Sale Bonus. He also became a director on the TKO board and the President of post-Merger WWE.

21. **Defendant Levesque** served as WWE’s Chief Content Officer and was a member of the Board from 2015 until the closing of the Merger. Levesque has been with WWE since 1995, when he debuted as a WWE wrestler performing under the stage name “Triple H.” During his tenure as a WWE performer, Levesque captured every major WWE championship title and headlined thousands of WWE events. Levesque has been married to McMahon’s daughter, Stephanie McMahon, since 2003. Following the closing of the Merger, Levesque received a \$5 million Sale Bonus.

22. **Defendant Barrios** served as a member of the Board from January 2023—when McMahon appointed him as a director via Written Consent—until the closing of the Merger. Previously, Barrios served (i) on the Board from 2018 until January 2020 and (ii) as WWE’s co-President from February 2018 until January 2020. Before serving in those roles, Barrios was WWE’s Chief Strategy & Financial Officer since November 2013 and Chief Financial Officer since March 2008. Additionally, since January 2021, Barrios has served as co-founder and co-CEO

(along with Defendant Michelle D. Wilson) of Isos Capital Management (“Isos”), which focuses on “investment opportunities in the media, entertainment and sports industries.” In his last three years as a WWE officer, Barrios’s total compensation was nearly \$12 million:

Year	Total Compensation
2018	\$ 9,108,342
2019	\$ 1,795,855
2020	\$ 1,000,716
Total	\$ 11,904,913

23. **Defendant Steve Koonin** (“Koonin”) served as a member of the Board from June 2021 until the closing of the Merger. During his tenure on the Board, Koonin served as Chairman of WWE’s Compensation Committee and approved the Employment Agreements and Sale Bonuses. Following the closing of the Merger, Koonin became a director on the TKO board of directors.

24. **Defendant Wilson** served as a member of the Board from January 2023—when McMahon appointed her as a director via the Written Consent—until the closing of the Merger. During her tenure on the Board, Wilson served as a member of WWE’s Compensation Committee and approved the Employment Agreements and Sale Bonuses. Previously, Wilson served as (i) a member of the Board from 2018 until January 2020 and (ii) WWE’s co-President from February

2018 until January 2020. Before serving in those roles, Wilson was WWE’s Chief Revenue & Marketing Officer since November 2013 and Chief Marketing Officer since February 2009. Since January 2021, Wilson has served as co-founder and co-CEO (along with Barrios) of Isos. In her last two years as a WWE officer, Wilson’s total compensation was nearly \$11 million:

Year	Total Compensation
2018	\$ 9,108,342
2019	\$ 1,795,855
Total	\$ 10,904,197

25. **Defendant Riddick** served as WWE’s President and Chief Financial Officer (“CFO”) from July 2022 until the closing of the Merger. Previously, Riddick was the Company’s CFO and Chief Administrative Officer since November 2021. Following the closing of the Merger, Riddick received a \$5 million Sale Bonus.

26. Defendants McMahon, Khan, Levesque, Barrios, Koonin, and Wilson are referred to herein collectively as the “Director Defendants.”

27. Defendants McMahon, Khan, Levesque, and Riddick are referred to herein collectively as the “Officer Defendants.”

III. RELEVANT NON-PARTIES

28. **Stephanie McMahon** is McMahon's daughter and served as a Company officer and director until her resignation on January 10, 2023, when McMahon "unretired" and forced himself back onto the Board via Written Consent. From November 2013 until her resignation, Stephanie McMahon served as WWE's Chief Brand Officer. From June 2022 until her resignation, she served as WWE's co-CEO. Moreover, from 2015 until her resignation, Stephanie McMahon served as a director (and as interim Chairwoman of the Board from June 2022 until her resignation). Stephanie McMahon has been married to Defendant Levesque since 2003.

29. **WWE** was a Delaware corporation with principal executive offices located in Stamford, Connecticut.⁵ WWE was an integrated media and entertainment company principally engaged in the production and distribution of wrestling entertainment content through channels, including subscription networks, pay-per-view event programming, filmed entertainment, live events, and the licensing and sale of consumer products. As of February 2023, WWE had 890

⁵ WWE continues to exist as a wholly owned subsidiary of TKO. This Complaint refers to pre-Merger WWE in the past tense for clarity's sake.

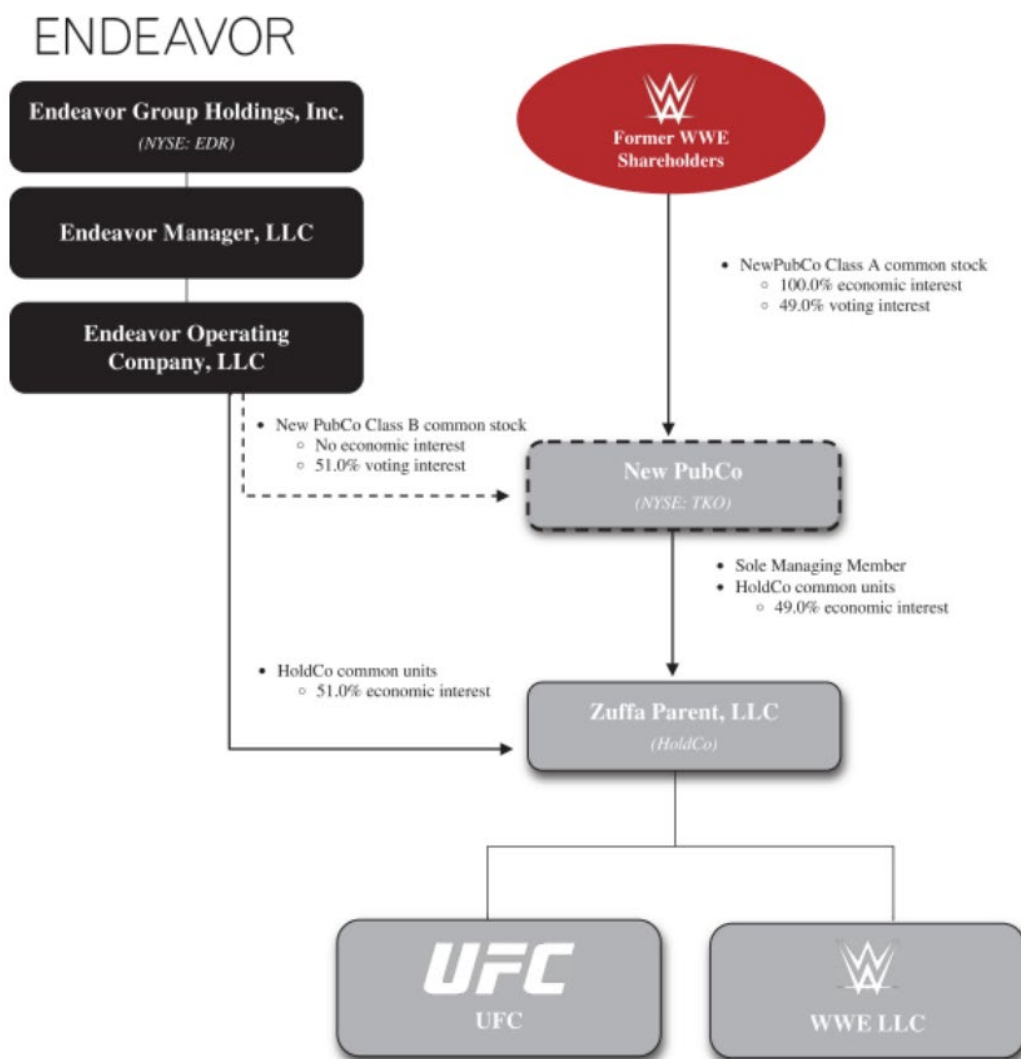
employees. Prior to the Merger, the Company's stock traded publicly on the New York Stock Exchange under the ticker "WWE."

30. **Endeavor** is a Delaware corporation with principle executive offices in Beverly Hills, California. Endeavor is a global sports and entertainment company that owns and operates sports properties, including the UFC, produces and distributes sports and entertainment content, owns and manages exclusive live events and experiences, and represents sports, entertainment, and fashion talent (as well as corporate clients). Endeavor's stock trades on the New York Stock Exchange under the ticker symbol "EDR."

31. **TKO** is a Delaware corporation formed through the Merger, resulting from the combination of WWE and Endeavor's UFC assets. TKO's stock trades on the New York Stock Exchange under the ticker symbol "TKO." Following the Merger, each share of WWE common stock was converted into one share of TKO stock, with Endeavor owning 51% of the voting power of and economic interests in TKO and former WWE stockholders owning 49% of the voting power of and economic interests in TKO, as illustrated below:⁶

⁶ WWE Information Statement (Schedule 14C) (Aug. 22, 2023) (hereinafter "Information Statement") at 13.

After the Transactions*



* Percentages are calculated on a fully diluted basis.

32. **Raine Securities LLC** (“Raine”) served WWE’s financial advisor in connection with the Company’s evaluation of strategic alternatives, which resulted in the Merger.

33. **J.P. Morgan Securities LLC** (“J.P. Morgan”) served WWE’s financial advisor in connection with the Company’s evaluation of strategic alternatives, which resulted in the Merger.

34. **Moelis & Company LLC** (“Moelis”) served WWE’s financial advisor in connection with the Company’s evaluation of strategic alternatives, which resulted in the Merger.

SUBSTANTIVE ALLEGATIONS

I. MCMAHON WIELDED COMPLETE CONTROL OVER WWE

35. From the Company’s founding in 1982 until the closing of the Merger, McMahon was WWE’s controlling stockholder. The Company had two classes of common stock: Class A shares with one vote per share and Class B shares with ten votes per share. McMahon owned over 92% of the Company’s outstanding Class B shares. As a result, McMahon controlled 81% of WWE’s total voting power despite owning only approximately 39% of the Company’s equity. In the Company’s proxy statement filed with the SEC on April 7, 2023, WWE admitted it is a “controlled company” due to McMahon’s voting power.

36. Except for a six-month hiatus in 2022 (due to McMahon’s serial and serious sexual misconduct), McMahon always held key executive positions at WWE, including CEO (1982 to 2022), Chairman (2009 to 2022), and Executive Chairman (2023). McMahon also served as the Chair of the Executive Committee,

which, under WWE's charter, was delegated the full powers of the Board to act between Board meetings:

During the intervals between the meetings of the Board of Directors, the Executive Committee, except as otherwise provided by applicable provisions of the General Corporation Law of the State of Delaware, shall have and may exercise all the powers and authority of the Board of Directors in the management of the property, affairs and business of the Corporation.

37. In the months prior to the announcement of the Merger, McMahon wielded unchecked power at WWE and demonstrated his willingness to completely override and contravene the actions of the Board. Specifically (and discussed in detail below), on January 5, 2023, McMahon used his power as controlling stockholder to override the Board's decision to remove him as a director by reappointing himself and two of his longtime employees (Defendants Wilson and Barrios) back on the Board by Written Consent. To make room for himself and his cronies, McMahon also removed three of the Board's independent directors.

38. The next day, two more independent directors resigned from the Board, disclosing that they objected to McMahon rejoining the Board. Stephanie McMahon also resigned as Chairwoman and co-CEO. Following these changes to the composition of the Board, the Company admitted in its SEC filings that "the Board ceased to be comprised of a majority of independent directors."

II. MCMAHON IS A SERIAL SEXUAL PREDATOR WHO COST THE COMPANY MILLIONS OF DOLLARS AND SIGNIFICANT REPUTATIONAL HARM

A. McMahon Has a Long History of Sexual Misconduct

39. For years, McMahon has exploited his positions at WWE to engage in horrendous sexual misconduct. To start, Rita Chatterton (“Chatterton”), the first female referee of the WWE when it was then known as the World Wrestling Federation (*i.e.*, the WWF), was one of McMahon’s earliest-known accusers.⁷ In 1992, Chatterton came forward to publicly accuse McMahon of raping her in 1986 in the back of his limousine in New York.⁸

40. In a television interview with Geraldo Rivera (“Rivera”) on his show *Now It Can Be Told*, Chatterton stated that, before McMahon raped her, he enticed her with promises of wealth, career advancement, and celebrity. McMahon told Chatterton that her name would become a “household item.” Chatterton said that some of McMahon’s first words to her were “[h]ow are you going to feel the first time you walk past a newsstand and see your face on the cover of *Time* magazine?” Chatterton explained that McMahon wielded immense power at the Company,

⁷ Abraham Josephine Riesman, *She Was WWE’s First Female Referee. She Says Vince McMahon Raped Her. Rita Chatterton does not want to be forgotten*, N.Y. MAG, (June 27, 2022), <https://nymag.com/intelligencer/2022/06/vince-mcmahon-accused-of-rape-by-first-female-wwe-referee.html>.

⁸ *Id.*

stating that as the owner of the then-WWF, “what Vince [McMahon] says goes, that is the way it is.... Vince is, he’s it, he makes you or breaks you.”

41. On Rivera’s show, Chatterton disclosed that on the day of the alleged rape, McMahon told her to meet him at a diner to discuss her career. But when she got there, McMahon was with other people discussing technical WWF television programming logistics. McMahon told Chatterton he did not want to discuss her career in front of others and suggested they reconvene at another nearby diner down the street. Upon their return to McMahon’s limousine, the driver got out, and McMahon said he was tired and suggested they just talk in his limousine.

42. According to Chatterton, once inside the limousine, McMahon proceeded to unzip his pants and demanded that Chatterton “satisfy” him if she wanted a \$500,000 contract with his Company. According to Chatterton, McMahon forced her to perform oral sex on him, but when she could not “complete his desires,” he got angry, grabbed her by the wrist, started ripping off her jeans, and pulled her on top of him. McMahon then forced Chatterton to have sex and threatened her with being blackballed from the industry if she could not “satisfy” him.

43. According to a January 19, 2023 report by the WSJ, McMahon agreed to a multimillion-dollar legal settlement with Chatterton. The article further stated that Chatterton’s settlement came after a 2018 settlement for \$7.5 million with a former wrestler who alleged that McMahon coerced her into giving him oral sex,

demoted her, and ultimately declined to renew her contract in 2005 after she resisted further sexual encounters with him.

44. McMahon's next reported sexual misconduct took place in January 2006, when a female tanning salon employee in Florida filed a criminal complaint accusing him of sexual assault.⁹ The female employee alleged that during a tanning session, McMahon asked her to take his picture to send to his "girlfriend" in New York and then showed her nude and seminude photographs of himself. After the tanning session was over, McMahon allegedly walked behind the employee while she was cleaning another tanning bed, shut the door behind him, groped her body, and tried to kiss her.

45. On December 13, 2022, the WSJ reported that an attorney representing a former manager of a Southern California spa sent McMahon's attorney a legal demand claiming that McMahon sexually assaulted his client in 2011. The former spa manager stated that the sexual assault occurred while she was working at a five-star resort that had been hosting a WWE event. According to the WSJ, the spa manager reported the alleged assault to the resort shortly after it happened in 2011.

⁹ Ben Feuerherd, *She Said Vince McMahon Sexually Assaulted Her in a Tanning Booth. Police Found 'Probable Cause.' Prosecutors Shrugged*, Daily Beast, (Jan. 26, 2018), <https://www.thedailybeast.com/she-said-vince-mcmahon-sexually-assaulted-her-in-a-tanning-booth-police-found-probable-cause-prosecutors-shrugged>.

B. The Board Belatedly Investigates McMahon's Misconduct

46. On June 15, 2022, the WSJ reported that the Board was investigating a previously undisclosed January 2022 agreement between McMahon and a WWE paralegal, in which McMahon paid the paralegal \$3 million to refrain from discussing their sexual relationship.

47. According to the WSJ, the \$3 million settlement came to light after a friend of the paralegal sent the Board a series of anonymous emails in March and April of 2022, including one revealing that WWE hired the paralegal at a salary of \$100,000 and doubled it to \$200,000 (at McMahon's instruction) after the paralegal began her relationship with McMahon. The friend also noted in emails that the paralegal "was so scared so she quit after McMahon and [McMahon's personal] lawyer Jerry [McDevitt] paid her millions of dollars to shut up." The paralegal's friend further alleged that McMahon "gave" the paralegal to John Laurinaitis ("Laurinaitis"), WWE's then-head of talent relations, "like a toy."

48. On June 17, 2022, WWE and the Board publicly announced that (i) the Board had formed a "Special Committee" to investigate the sexual misconduct by McMahon and Laurinaitis and (ii) effective that day, McMahon would step back from his responsibilities as the Company's Board Chairman and CEO until the conclusion of the Special Committee's investigation.

49. In the joint press release that day, McMahon pledged to cooperate completely with the Special Committee’s investigation and “accept the findings and the outcome of the investigation, whatever they are.” The Board appointed McMahon’s daughter, Stephanie McMahon, as the Company’s interim CEO and Chairwoman.

50. Despite the seriousness of the allegations and the pending Special Committee investigation, McMahon continued to assert himself on the creative side of WWE and maintained his aggressive posture in public. Only hours after the June 17, 2022 announcement of the Special Committee investigation, McMahon appeared on WWE’s *SmackDown* television show shouting his signature phrases “Then, Now, Forever. . .” and “the most important word is Together.”¹⁰ Then he reportedly shouted “f—k em!” in response to the mounting allegations of sexual misconduct against him.¹¹

51. In the weeks that followed, the scandal involving McMahon’s misconduct intensified. On July 8, 2022, the WSJ reported that McMahon had

¹⁰ Alfred Konuwa, *Vince McMahon Retires: A Timeline Of Events Amid 2022 Probe Of Sexual Misconduct*, FORBES, (July 23, 2022) <https://www.forbes.com/sites/alfredkonuwa/2022/07/23/vince-mcmahon-retires-a-timeline-of-events-amid-2022-probe-of-sexual-misconduct/>.

¹¹ *Id.*

agreed to pay more than \$12 million in “hush money” to four different women formerly affiliated with the Company in exchange for non-disclosure agreements.¹²

52. These payments included \$7.5 million to the former female wrestler discussed above and a payment to another female WWE employee who presented the Company with unsolicited nude photos from McMahon and alleged that McMahon sexually harassed her during her tenure at the Company.¹³ McMahon reportedly offered the employee \$1 million in exchange for her silence.¹⁴

53. On July 22, 2022, amidst the flood of allegations of sexual and related misconduct levied against him, McMahon “retired” as WWE’s CEO and Chairman. Stephanie McMahon and Khan were named WWE’s co-CEOs. A *Forbes* article that reported McMahon’s retirement quoted one of the Company’s internal review memos in which McMahon claimed he felt it was time for him to retire and, ominously, that “I won’t be with you, but I’ll be watching.”

54. On July 25, 2022, the WSJ reported that government inquiries into the source of McMahon’s “hush money” payments had expedited McMahon’s retirement. Both the SEC and federal prosecutors launched inquiries into the source

¹² See Joe Palazzolo, *et al.*, *WWE’s Vince McMahon Agreed to Pay \$12 Million in Hush Money to Four Women*, WALL ST. J. (July 8, 2022), <https://www.wsj.com/articles/wwes-vince-mcmahon-agreed-to-pay-12-million-in-hush-money-to-four-women-11657289742>.

¹³ *Id.*

¹⁴ *Id.*

of the illicit payments. The Company admitted it should have reported the payments previously and, consequently, needed to restate its financial statements going back to 2019.

55. In an August 9, 2022 SEC filing, the Company revealed two additional payments totaling \$5 million made by the Company on behalf of McMahon in 2007 and 2009, bringing the total amount of known payments made on McMahon's behalf to almost \$20 million.

56. On November 2, 2022, WWE publicly announced that the "Special Committee investigation is now complete," "the Special Committee has been disbanded," and "[m]anagement is working with the Board to implement the [undisclosed] recommendations of the Special Committee related to the investigation." Additionally, WWE revealed that the costs of the investigation were nearly \$20 million for only the first nine months of 2022. The same day, during WWE's third quarter 2022 earnings call, Riddick stated, "going forward, we expect to incur additional costs related to the investigation."

57. McMahon's misconduct also resulted in advertising and marketing sponsors acting to disassociate themselves from WWE because of the Company's relationship with a serial sexual predator. During the November 30, 2022 Wells Fargo TMT Summit, Stephanie McMahon was asked about companies signing up

for sponsorship opportunities.¹⁵ In response, she stated, in a thinly veiled reference to the public revelation of her father’s wrongdoings: “And, again, like I said on the call we did have a pause. In addition to the macro headwinds, of course, there was some change in things that happened in our company this year.”¹⁶

III. MCMAHON FORCES HIS WAY BACK ONTO THE BOARD

A. The Board Refuses McMahon’s Demand To Return

58. On December 20, 2022, McMahon sent a letter to the Board requesting that it invite him back as “Executive Chairman.” McMahon argued that more media companies were seeking to own the intellectual property that appears on WWE’s streaming platforms and it should therefore launch a review of strategic alternatives, which could include a sale process. McMahon asserted that the Company’s upcoming media rights negotiations should be conducted in conjunction with that strategic review. McMahon then asserted that any counterparty that engages in discussions with WWE will want to be assured that McMahon, as a controlling stockholder, supported the Board’s decision-making process.

¹⁵ Brandon Thurston, *Stephanie McMahon speaks at conference on WWE possibly buying international wrestling promotions, Nick Khan on Raw and Smackdown rights value*, *Wrestlenomics*, (Dec. 1, 2022), <https://wrestlenomics.com/2022/12/01/stephanie-mcmahon-and-nick-khan-at-wells-fargo-conference-11-30-2022>.

¹⁶ *Id.*

59. McMahon pressed the Board to name him Executive Chairman as soon as possible in light of the timing of the media rights renewal cycle, and he requested an affirmative response from the Board by January 3, 2023.

60. The Board responded to McMahon's letter on December 27, 2022, stating that it would initiate a strategic review process in response to McMahon's request. The phrasing in the Board's letter indicated that it had no prior plans to launch a strategic review.

61. The Board also stated it would welcome McMahon to play a role in the strategic review process but rejected his demand to return as a director. The Board wrote that it was the "unanimous view that your return to the Company at this time, while government investigations into your conduct by the U.S. Attorney's Office and SEC are still pending, would not be prudent from a shareholder value perspective." The Board highlighted that key factors behind its decision included: (i) certain (still) nonpublic information that the Special Committee had uncovered; and (ii) the risks to the Company and stockholders of a public spotlight on those issues.

62. The Board offered to enter into an agreement with McMahon whereby the Company would not sue him (presumably concerning his alleged sexual harassment and related "hush money" payments), as demanded by a WWE stockholder, if McMahon agreed to repay the millions of investigation-related

expenses incurred by the Company and to not serve as an officer, director, or employee of the Company pending the government investigations.

B. McMahon Uses His Control To Effect A Coup On The Board

63. Unsubtle when facing a direct challenge to his authority, McMahon responded to the Board on December 31, 2022. McMahon claimed that his return to the Company was “necessary” and told the Board that its request that he forgo service as an officer, director, or employee of WWE during the pendency of the government’s investigations was “entirely unacceptable.”

64. Predetermining the failure of the Board’s intended strategic review because it did not involve him directly (regardless of the benefits that process may have elicited for all of WWE’s stockholders), McMahon warned that “unless I have direct involvement and input as Executive Chairman from the outset, I will not be able to support or approve any media rights deals or strategic transaction (including any commitments made by or on behalf of the Company regarding a potential transaction or process).”

65. McMahon also expressly threatened to exercise his majority of the Company’s voting power to veto any Board action that would require a stockholder vote. McMahon demanded a response by January 5, 2023.

66. Before the Board could respond, on January 5, 2023, McMahon executed the Written Consent, through which he removed and replaced three then-

serving directors and amended the Company's bylaws. He replaced those members with himself and two of his cronies, Wilson and Barrios.

67. That same day, Endeavor's CEO Emanuel contacted McMahon

[REDACTED]

[REDACTED] McMahon and Emanuel have a long prior relationship with each other. Emanuel stated in an April 3, 2023 interview with CNBC that he has known McMahon for 23 years and that "[t]here's a trust, there's a friendship [with McMahon] when you're going into business and going forward, I think that's important." Emanuel also stated that he wanted McMahon to stay on as executive chairman of TKO and that he "would have body slammed him if he thought he was going to leave."

68. On January 6, 2023, two independent Board members, Ignace Lahoud and Man Jit Singh (the Company's lead independent director), resigned in protest to McMahon's coup. Following the independent Board members' resignations, the McMahon-controlled Board issued a press release welcoming McMahon back to the Company with open arms and announcing that the Company would undertake the McMahon-led strategic review he had demanded.

69. On January 9, 2023, the McMahon-controlled Board elected McMahon as Executive Chairman of the Board. The January 9 Board meeting minutes indicate that McMahon represented to the Board that he [REDACTED]

[REDACTED]

[REDACTED] But McMahon's coup was complete. WWE could no longer pretend to have an independent board.

70. On January 10, 2023, WWE announced that Stephanie McMahon had resigned as Chairwoman and Co-CEO, that the Board unanimously elected McMahon as Executive Chairman, and that Khan would serve as CEO. In the announcement, Khan stated that he was "grateful to Vince McMahon and our Board of Directors for their ongoing support."

71. On January 17, 2023, Khan stated on an episode of *The Bill Simmons Podcast* that "my thought has always been that there is only one boss at WWE and it ain't [sic] me, Vince [McMahon] is obviously the founder, creator of the company, he is also the controlling shareholder."

72. Khan further stated that, since McMahon is the controlling stockholder, it was "always [Khan's] point of view . . . at some point he [i.e., McMahon] would come back" and that "it [i.e., WWE] is the public's company, it's a publicly traded company but with that controlling share gave him [i.e., McMahon] a lot of authority, and he used it and I applaud him for doing so."

73. Lastly, Khan stated that founder CEOs are "different than regular founders and CEOs, so consider me for this moment in time a regular CEO . . . it's

his [*i.e.*, McMahon's] company, so to me WWE is Vince [McMahon] and Vince [McMahon] is WWE.”

IV. MCMAHON ORCHESTRATES A MERGER WITH A FRIENDLY COUNTERPARTY SO HE COULD REMAIN AT THE HELM OF WWE

A. McMahon's Preferred Buyer, Endeavor, Submits An Offer

74. On January 12, 2023, the Board held a special meeting to discuss the Company's exploration of strategic alternatives, including the process and timeline related thereto and potential third-party outreach. On January 17, 2023, the Board's financial advisors, Raine, J.P. Morgan, and Moelis, began contacting potential transaction counterparties.

75. Not surprisingly, McMahon insisted on a deal that would allow him to remain at the helm of the Company. Tellingly, in February 2023, Khan told *CNBC* that a sale of WWE would happen “quick.” And according to *PUCK News*, the Company “was eager to find a buyer.”

76. Between February 6 and March 21, 2023, WWE entered into confidentiality agreements with potential counterparties. By February 7, the Company already had an offer from Endeavor (the “February 7 Offer”).

77. Endeavor's February 7 Offer proposed combining WWE with Endeavor's UFC subsidiary in a cash and stock transaction, whereby WWE stockholders would receive consideration equivalent to \$88.43 per share. It further

provided that WWE stockholders could either roll over their shares or be cashed out in the transaction, with a limit of \$2 billion for total cash payments. The February 7 Offer contemplated Endeavor would own 57% of the combined business and WWE would own 43%, assuming no WWE stockholders elected to receive cash.

78. Emanuel, Endeavor's CEO, is a close friend and longtime ally of McMahon. Emanuel feels indebted to McMahon for hiring Emanuel as his agent back when Emanuel first opened his talent agency in 1997, according to a *Financial Times* interview from shortly after the announcement of the Merger.

79. In that *Financial Times* interview, Emanuel said admiringly: "Years later, I get to be [McMahon's] partner. For a kid from Chicago, my father was an immigrant, it's pretty unbelievable actually." When asked if he had "any concerns about partnering with McMahon," inferentially in light of the accusations of McMahon's misconduct, Emanuel responded: "Not one." He continued: "Take all the craziness away. . . . I believe in due process. There was an investigation. There was no wrongdoing found. . . . So we move on."

80. And in an April 2023 joint interview of McMahon and Emanuel on *CNBC*, Emanuel explained of McMahon: "We've known each other for 23 years . . . when I was a young agent he said, you know, 'why don't you represent us?' It was an honor then. Throughout the pandemic we got even closer . . . there's a lot of trust here." He continued, "I would have body-slammed him if he thought he was going

to leave [the Company]. . . . I'm the luckiest guy in the world, because I got Vince McMahon, a visionary, that sees around corners." When Emanuel was asked whether he wanted McMahon to stay on at the new company, he responded, "Oh my god yes."

B. [REDACTED] Submit Superior Offers For The Company, But WWE Prioritizes Negotiations With Endeavor

81. On February 24, 2023, WWE's financial advisors distributed a process letter requiring written indication of interests from potential acquirers by March 13, 2023.

82. In the interim period, however, Endeavor had a head start on competing bidders by getting due diligence and access to WWE management. For instance, on March 1, Emanuel and Mark Shapiro ("Shapiro"), the President and COO of Endeavor, met with McMahon and Khan to discuss the February 7 Offer. There is no indication that WWE or its advisors informed other potential bidders about Endeavor's bid or the need for any urgency to be competitive in the strategic review process.

83. By March 13, WWE had received preliminary written indications of interest from eight potential counterparties, three of whom (two strategic parties and one financial sponsor) had delivered indications of interest to acquire the whole

Company and five of whom (all financial sponsors) had submitted indications of interest to provide partial financing to an acquiror.

84. Of the three bidders who made offers to acquire the whole Company, [REDACTED] submitted a cash offer at \$95-\$100 per share, [REDACTED] submitted a cash offer for \$90-\$97.50 per share, and [REDACTED] submitted a cash offer at an implied share price of \$76.83. There was no indication that [REDACTED] 10 intended to retain McMahon following a cash-out transaction.

85. On March 21, 2023, the Board met and discussed a term sheet that had been prepared by WWE senior management and its advisors in response to Endeavor's February 7 Offer (the "WWE Term Sheet"). The [REDACTED] [REDACTED] because McMahon had determined that Endeavor was his preferred acquirer for WWE.

86. The WWE Term Sheet proposed an equity ownership in the combined company of 51% to Endeavor and 49% to WWE in an all-stock transaction with no cash election for WWE stockholders, an eleven-person board with six Endeavor appointees and five WWE appointees, Emanuel as CEO of the combined company, an Executive Chair who would be selected by the five WWE board appointees (*i.e.*, McMahon), certain minority approval rights exercisable by a committee of the WWE directors, a post-closing dividend policy for the combined company, and the designation of a WWE representative on the Endeavor board. The WWE Term

Sheet implied an illustrative value of WWE using Endeavor's valuation framework of \$95.66 per share (without synergies).

87. Demonstrating the McMahon-controlled Board's preference for a transaction with Endeavor, the Board's \$95.66 per share counterproposal to Endeavor fell at the low end of [REDACTED] opening bid range and below the upper end of [REDACTED] opening bid. But WWE never made any counterproposals to either [REDACTED] nor did it otherwise substantively engage with these bidders.

88. On March 22, 2023 (*i.e.*, the next day), McMahon and Khan discussed the WWE Term Sheet in person with Emanuel and Shapiro. They agreed in principle to the 51/49% split and to the all-equity consideration.

89. On March 23, 2023, Endeavor provided a revised term sheet (the "March 23 Offer") incorporating the new 51/49% split and further proposing that McMahon would:

- Serve as the Executive Chair of the combined company until his "death, resignation or incapacity;"
- "Have the right to select five of the 11 directors of the combined company and have veto rights over the taking of certain actions by the combined company;" and
- Approve the Merger through a stockholder written consent.

90. These rights for McMahon would ultimately be incorporated into the "Governance Agreement," which would be executed when the Merger closed.

91. It was not until after the parties had exchanged a draft transaction agreement memorializing the March 23 Offer that WWE provided “round 2” electronic data room access to [REDACTED]

92. According to the Information Statement, this data room was “round 2,” but it does not specify when or to whom it provided “round 1” data room access.

93. Between March 26 and April 2, WWE and Endeavor continued due diligence. During this time, Endeavor disclosed that the financial audit of UFC would not be completed for several weeks, and Endeavor proposed providing the audited financials following execution of definitive transaction agreements. WWE acquiesced. Endeavor was scheduled to deliver those financials to WWE on July 1, 2023, *i.e.*, many months later.

94. On March 27, the WWE Board held a special meeting to discuss the Merger with its advisors. The March 27, 2023 [REDACTED] [REDACTED] prepared by the Board’s advisors, also noted that there were potential [REDACTED] that could arise from the Endeavor deal.

95. Unsurprisingly, during the March 27 Board meeting, McMahon told the Board that Endeavor’s offer was contingent on McMahon serving as the executive chairman of the new company and that this change was fundamental to Endeavor’s proposal. The Board discounted the competing offers from [REDACTED]

purportedly because those parties showed [REDACTED] despite noting that the [REDACTED] offers provided stockholders with an [REDACTED]

96. Following the March 27 Board meeting, WWE provided a further revised term sheet to Endeavor, and Endeavor provided a draft stockholders agreement to WWE.

C. The Board Pretextually Discounted The Competing Bids From [REDACTED]

97. The Board provided a number of pretextual reasons for pursuing a transaction with Endeavor over [REDACTED]. In reality, the main reason was because Endeavor had committed to (i) giving McMahon the executive chairman position at the post-Merger company and (ii) allowing McMahon to roll over his stock.

98. For example, the Board stated that Endeavor was prepared to execute the transaction expediently, that it did not require outside financing partners, and that the competing parties were not as [REDACTED] as Endeavor. But these statements merely served as a smokescreen to justify the McMahon-controlled Board's elevation of McMahon's interests above those of WWE's public minority stockholders. Although the Company's Information Statement and its Board minutes characterize [REDACTED] bids to fit this narrative, the actual

offer letters from [REDACTED] contradict the Board's justifications for at least three reasons.

99. *First*, [REDACTED] all indicated in their preliminary offer letters that they would execute the transaction expediently:

- [REDACTED]
- [REDACTED]
- [REDACTED]

100. Because the Board allowed Endeavor to front-run the process, neither [REDACTED] had the opportunity to fully diligence the Company or make anything more than initial (un-counteracted) offers for WWE.

101. *Second*, [REDACTED]
[REDACTED] Both are major institutions with significant access to capital. However, the Board cast aside these two offers under the guise that financing would be difficult to acquire and could derail the transaction while crediting Endeavor's lack of need for third-party financing.

102. *Third*, [REDACTED] are sophisticated parties, and all had compelling reasons to close an acquisition of WWE:

- [REDACTED]¹⁷
- [REDACTED]¹⁸
- [REDACTED]¹⁹

103. In reality, the Board ignored the offers of [REDACTED] because they did not provide McMahon with as much certainty to play a key role at the post-merger Company after cashing out his equity stake. In their letters, [REDACTED]

[REDACTED]

[REDACTED]

¹⁷ WWE_LABORERS220_000701.

¹⁸ WWE_LABORERS220_000695.

¹⁹ WWE_LABORERS220_000706.

[REDACTED]

[REDACTED]

104. In contrast, Endeavor’s offer letter is effusive in its praise of McMahon and WWE management and the term sheet explicitly notes that McMahon will assume the role of executive chairman of the new company.

D. The Compensation Committee Gifts Millions Of Dollars To McMahan Loyalists Prior To The Merger

105. On March 28, 2023, while the Company was deep in exclusive negotiations with Endeavor, WWE’s Compensation Committee—comprised of Koonin and Wilson—met to finalize the Employment Agreements and the Sale Bonuses. [REDACTED]

[REDACTED]

106. McMahon signed his new employment agreement on March 29, 2023. Retroactive to January 9, 2023, the McMahon Employment Agreement provided for a \$1.2 million salary with a \$2.1 million bonus and target equity award of \$4.3 million. It also included millions of dollars in benefits for his termination, including through the Merger that by that time was nearly finalized. The McMahon Employment Agreement further included a release that he and the Company would enter into upon a qualifying termination of McMahon’s employment. Finally, the

McMahon Employment Agreement granted McMahon full rights to commercialize his life story and/or persona.

107. At the same time, Khan (who was personally involved in negotiating the Merger) received a new employment agreement, retroactive to January 10, 2023, that increased his (i) annual salary from [REDACTED] [REDACTED] salary, and (iii) annual equity target from \$3.575 million to \$5.375 million. Kahn would also become the President of WWE at the new combined company.

108. The Company further granted cash bonuses to Khan (\$15 million), Levesque (\$5 million), and Riddick (\$5 million) (as defined above, the “Sale Bonuses”). These bonuses were granted purportedly “[i]n light of their significant contributions to the Company prior to and in connection with the [Merger] and to promote retention.”²⁰ In reality, these bonuses appear to be McMahon using WWE cash to reward his loyalists, especially because Riddick **departed** WWE shortly thereafter, in September 2023.

109. The Compensation Committee knew that the Sale Bonuses were excessive. [REDACTED]

²⁰ WWE, Current Report (Form 8-K) (Apr. 3, 2023) at Item 5.02.

[REDACTED]

[REDACTED]²¹

[REDACTED]

110. But the McMahon-controlled Compensation Committee [REDACTED]
[REDACTED] approved a
\$15 million bonus, [REDACTED]

²¹ WWE_LABORERS220_000575.

E. The Board Approves The Merger And TKO's Stock Price Plummet

111. On Saturday, April 1, 2023, the Board held a meeting at which each of the three financial advisors delivered their opinions that the Merger was fair. Apparently the deal was finalized “[b]y coincidence” on the same night that Emanuel, McMahon, and Khan were attending Wrestlemania 39 in Los Angeles, California.²²

112. On April 2, 2023, the three financial advisors memorialized their opinions in writing, and McMahon delivered the Written Consent adopting and approving the Merger. No further stockholder vote occurred.

113. On April 3, 2023, WWE announced that it would be merging with Endeavor, with McMahon assuming the role of TKO's Board Chairman. WWE's stock price fell by 2%, to just \$89.30 per share.

114. The Merger closed on September 12, 2023, valuing WWE at \$9.3 billion and Endeavor at \$12.1 billion. That day, TKO's stock price closed at \$103.05 per share.

115. As of the day prior to the filing of this Complaint, November 16, 2023, TKO's stock closed at \$78.12 per share—well below [REDACTED] initial cash-out offer.

²² Dylan Byers, *The Art of Ari's WWE Deal*, PUCK NEWS (Apr. 5, 2023), <https://puck.news/the-art-of-aris-wwe-deal>.

V. THE MERGER IS UNFAIR TO WWE'S MINORITY STOCKHOLDERS WHILE PROVIDING NON-RATABLE BENEFITS TO MCMAHON

116. Both the price and process of the Merger were unfair to WWE's minority stockholders, while providing non-ratable benefits to McMahon.

A. McMahon Received Non-Ratable Benefits

117. The Merger resulted in unique benefits for McMahon, WWE's controlling stockholder, that were not shared with the Company's public stockholders—namely, continued employment and increased compensation.

118. McMahon faces intense scrutiny (including government investigations and civil litigation) in connection with sexual misconduct allegations and his Board coup in January 2023. If McMahon was found to have breached his duty of loyalty, WWE stockholders could have sought his removal as a director under 8 *Del. C.* § 225. Such scrutiny appears to have prompted McMahon to seek a “quick” sale of the Company that also allowed him to continue running WWE.

119. Indeed, in an April 3, 2023 interview on *CNBC*, in response to a question about whether Emanuel had “to convince you to stay,” McMahon responded: “Not that much. I love what I do, I love building WWE. All my life is my passion, and to have an opportunity to have it grow like this in an exponential standpoint, can't be better than that.” In that same interview, McMahon also admitted: “Well, let me just say I've made mistakes, obviously, both personally and

professional through my 50-year career”—a seeming reference to his allegations of sexual misconduct.

120. After the Merger, Emanuel acknowledged that uncertainty surrounding McMahon’s continued involvement in WWE—and McMahon’s desire to maintain optionality to sell his TKO stock—was a primary factor depressing TKO’s stock price. During the October 11, 2023 *Bloomberg* “Screentime Conference,” Emanuel explained:

I would say to you there’s plenty of interest in Raw, right now. I know people are like, “NBC is out of the mix” and that’s why it went down. I think there’s three things that happened.

One, the reason the stock is down is they thought Raw was the best package. I saw 40 percent increase which was in line with expectations . . . Two, the P.F.L. situation and three, **probably Vince (McMahon) in our deal, wanted to be able to put, at any point in time, his stock. He’s 78 years old. He’s been working at this for decades and decades so,** I think those three back-to-back issues . . .

121. And, as one commentator observed about McMahon’s post-Merger role:

Vince McMahon looks to have made out the best of anyone. While no longer in charge, he’s still number two, and Ari [Emanuel] is going to defer to him with his experience on the wrestling side. He still maintains a large ownership percentage while also cashing out.

122. Put another way, McMahon retained the ability to monetize his stake in WWE, all while remaining at the helm of the much larger combined TKO. Yet that

outcome is not necessarily aligned with the interests of minority stockholders who want to maximize the value of their equity regardless of McMahon's continued employment. And, as discussed *supra*, it is doubtful that [REDACTED] or any other competing bidders offering a cash-out merger would have retained McMahon following a deal, given the allegations against him.

123. Moreover, McMahon and Kahn also secured new Employment Agreements ahead of the Merger, and Khan, Levesque, and Riddick received Sale Bonuses worth a total of \$20 million. Notably, Raine, J.P. Morgan, and Moelis all explicitly carved out the fairness of compensation received by any of the Company's officers or directors from their fairness opinions.

B. The Process Was Unfair

124. As discussed above, McMahon and his allies timed negotiations to favor a deal with Endeavor, including by providing early due diligence and backchanneling information to Endeavor so that Endeavor was able to sign a confidentiality agreement on February 6 and make an offer for the Company the next day. Defendants also failed to make counterproposals or otherwise substantively engage with alternative bidders.

125. Defendants also favored Endeavor by negotiating with woefully inadequate information about UFC from Endeavor, despite agreeing to Merger consideration that depended on valuing UFC accurately. Rather than insisting on a

full set of multi-year projections, as is customary, WWE only secured a budget for UFC's current fiscal year (2023). WWE management then took the one-year budget and used it to craft its own set of 5-year projections²³ for UFC to value the Merger consideration.²⁴ And WWE agreed to the 51/49 equity split for the post-Merger company on March 22, 2023—*before* management had developed its UFC projections and *before* the Company's advisors had built their DCF models to value the deal.²⁵

126. This Court has long recognized that projections produced by a company's own management and in the ordinary course of business are the starting point for a reliable DCF valuation. But according to the Information Statement, “[o]ther than the budget for UFC for 2023, prior to the execution of the Merger agreement, Endeavor did not provide WWE or its representatives with any

²³ The one-year UFC budget—which served as the base year of the projections—equates to only 11% of the total projection period.

²⁴ UFC's business was complex. [REDACTED]

²⁵ [REDACTED]

[REDACTED] Oddly, the Information Statement states that the WWE management forecasts, which include WWE standalone projections, UFC standalone projections, and an estimate for synergies were dated as of April 2, 2023, the day after the banks delivered their fairness opinions and the Board approved the Merger. Information Statement at 105.

prospective financial information regarding UFC.” Nothing in the record suggests that WWE management or the Board ever demanded this basic information from Endeavor.²⁶

127. The flimsy projections used to value UFC stand in stark contrast to the more rigorous forecast used for WWE. All five years of the WWE projections were developed by the Company’s CFO in tandem with business unit leaders. This process resulted in [REDACTED]

[REDACTED] 27

128. The Company’s financial advisors were also contingently compensated at unusually high rates, and the two hired after McMahon forced his way back into the Company (Raine and Moelis) have significant ties to Endeavor.

129. The Company’s lead financial advisor, Raine, has provided extensive and lucrative financial services to Endeavor in recent years. According to the Information Statement, since April 2021, Raine has “acted as Endeavor’s financial

²⁶ Consistent with the lack of projections. [REDACTED]

See

WWE LABORERS220 000695 [REDACTED]

²⁷ WWE LABORERS220_000347.

advisor in connection with (i) Endeavor’s initial public offering in April 2021; (ii) an EDR [Endeavor] Party’s acquisition of the business operating as Qcue in July 2021; (iii) an EDR Party’s acquisition of the business operating as OpenBet in September 2021; (iv) an EDR Party’s sale of the business operating as Endeavor Content in January 2022; (v) an EDR Party’s acquisition of a private company in August 2022; (vi) an EDR Party’s sale of the Miss Universe Organization in October 2022; and (vii) an EDR Party’s sale of a joint venture involving such EDR Party.”

130. According to the Information Statement, during this same timeframe, Raine has received over \$27 million in fees from Endeavor and “expect[s] to receive an additional success fee of \$1,500,000 from an EDR Party related to a current engagement.” In addition, on April 25, 2023, just a few weeks after the Merger was announced, Endeavor announced that Raine would serve as its financial advisor for the sale of its subsidiary, IMG Academy, for \$1.3 billion. According to the *Financial Times*, Raine also has historically “close ties” to Endeavor and Emanuel, who was an initial backer of Raine when it was founded in 2009.²⁸

²⁸ Samuel Agini, *et al.*, *Raine bags \$65mn fee advising WWE on Endeavor takeover*, FIN. TIMES (May 16, 2023), <https://www.ft.com/content/05d9c2b6-84d4-4944-96ea-a5540066e382>.

131. Raine had another powerful incentive to help consummate the Merger: over 95% of its compensation for advising on the Merger (\$60.5 million of \$63 million) was contingent on the Merger closing.

132. As to Moelis, it is unclear why the Board hired them as a third financial advisor. The Information Statement says that the Board “considered that the engagement of three separate financial advisors by WWE would minimize the risk that any conflicts of interest that may arise would improperly influence WWE’s strategic review process.” This justification is suspect, however, because Moelis has provided significant financial services to Endeavor and Silver Lake (a large stockholder of Endeavor) in the past two years, including acting as a joint bookrunner for Endeavor’s IPO in April 2021. Unlike for J.P. Morgan and Raine, the Information Statement does not disclose how much Moelis earned for its work for Endeavor during that time.

133. Like Raine, nearly all of Moelis’s compensation from the Merger (\$22.5 million out of \$25 million) was contingent on the Merger closing.

134. In addition, “the total aggregate fees of about 1 per cent of the transaction value to be paid to Raine, JPMorgan and Moelis, is at the high end of the historical range.”²⁹ Most of those fees (\$63 million of \$113 million) went to Raine.

²⁹ *Id.*

For comparison, in the largest M&A deal announced in 2022 (Microsoft's acquisition of Activision Blizzard), the seller, Activision, paid \$65 million to its financial advisor,³⁰ but that deal (valued at \$68.7 billion) was triple the size of this one.

135. Finally, there were few to no protections in place for the Company's minority stockholders. WWE did not adopt the procedural protections for minority stockholders set forth in *MFW*. WWE did not form a special committee of independent and disinterested directors to negotiate and approve the Merger. Nor did WWE condition the Merger on the approval of a majority of the Company's minority stockholders. Instead, McMahon simply executed the Written Consent, providing the requisite support of a majority of WWE's voting power.

C. The Unfair Process Led To An Unfair Price

136. Unsurprisingly, this unfair process led to an unfair price, to the detriment of WWE's public stockholders.

137. On April 3, 2023, the same day Endeavor and WWE announced the Merger, WWE's stock price fell by 2%, to \$89.30 per share—a price below the \$95-\$100 per share cash offer from ██████████ and the \$90-\$97.50 per share cash offer from ██████████ which the Company had recently rejected. Of course, these were opening

³⁰ Activision Blizzard, Inc. Schedule 14A (Mar. 21, 2022) at 57.

offers that had not been explored or negotiated by the Board or management. [REDACTED] in particular, likely had significant runway to increase its offer due to the outsized synergies it could generate in a combination with WWE.³¹

138. Endeavor, on the other hand, could not make a cash offer that would compete with [REDACTED]. On Endeavor's February 28, 2023 4Q23 earnings call, Emanuel was asked about potential acquisitions (including of WWE), to which he responded that Endeavor's priority was to continue deleveraging and that it was "not going to do anything that would increase [its] leverage at this point in time." Unwilling or unable to borrow to fund an acquisition of WWE, Endeavor could only offer equity as its primary Merger consideration.³²

139. Instead of opting for the value certainty of a cash deal, McMahon and the Board prioritized Endeavor's proposal, which depended not only on WWE's value, but also the value of UFC and any potential synergies—with each offering an additional layer of complexity and uncertainty. In an April 4, 2023 Benchmark research report reacting to news of the Merger, the analyst downgraded WWE stock

³¹ [REDACTED]

³² WWE's Board and management claim to have preferred a stock deal due to upside potential of continued equity ownership, but there is no evidence that they asked [REDACTED] or any other cash bidders to consider equity as Merger consideration.

from Buy to Hold, concluding that the “valuation of TKO [and WWE’s stake in it] could be aggressive” and the all-stock transaction was “somewhat complex” and “disappointing versus a cash deal consideration.”³³

140. Benchmark was prescient in its concerns. As explained below, Defendants (i) failed to secure an equitable distribution of the approximately \$5 billion in Merger synergies, (ii) undervalued WWE’s relative stake in TKO by using flawed information from Endeavor, and (iii) relied on fairness analyses predicated on unreliable DCFs and comparable companies analyses from their bankers—all of which contributed to an unfair price for the Company’s public stockholders.

i. Defendants Failed To Secure An Equitable Distribution Of Synergies

141. WWE’s valuation of the Merger consideration contemplates \$462 million in annual run rate Merger synergies with a net present value of over \$5 billion.³⁴ Nearly 90% of those Merger synergies are expected to come from revenue.³⁵ As reflected in the Raine presentation below, WWE’s domestic media

³³ *EDR Announces TKO – The Combination of UFC and WWE. Reducing Rating to Hold*, BENCHMARK (Apr. 4, 2023).

³⁴ [REDACTED]

WWE_LABORERS220_000462.

³⁵ *Id.*

142. According to a Boston Consulting Group study from 2022 (the most recent year for which data is available), sellers' stockholders received a median of 70% of synergy value via acquisition premiums.³⁷ But here, despite WWE contributing the lion's share of the projected synergy opportunities, the synergy value from the Merger flowed to WWE and Endeavor according to their respective equity ownership, so that Endeavor captured 51% of all synergies—meaning WWE

³⁶ *Id.* “Whale” is WWE and “Umbrella” is UFC.

³⁷ Kengelbach, *et al.*, *Ten Lessons from 20 Years of BCG's M&A Report* (Oct. 5, 2023), <https://www.bcg.com/publications/2023/ten-lessons-to-succeed-on-mergers-and-acquisitions>. As explained in greater detail below, WWE should have received an even larger percent of the synergy value here because some of the standalone value for WWE (*i.e.*, the value of its media rights step up) was characterized as synergies.

received nowhere near the median share of synergy value that sellers should expect to receive in a transaction.

143. Further aggravating the disparity in synergy distribution between WWE and UFC is the fact that most of the synergies attributed to UFC stem from connecting WWE to the “Endeavor flywheel”—a network of management and service assets that will continue to be owned directly by Endeavor. In other words, these synergies will not generate internally within TKO, but rather from contractual relationships between TKO and Endeavor.

144. According to the February 7 Offer letter from Endeavor, the strategic rationale for the Merger was dependent on Endeavor’s [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] 38 [REDACTED]

[REDACTED]

[REDACTED] reads like a pitch deck for the Endeavor flywheel,

³⁸ Shoulder programming is a type of pre- and post- event broadcast programming that accompanies live sporting events.

[REDACTED]

[REDACTED]³⁹

145. As discussed previously, the largest source of projected synergies was an assumed step up in media rights fees at the next renewal cycle for WWE. WWE's standalone model [REDACTED]

[REDACTED]⁴⁰ [REDACTED]

[REDACTED] Endeavor's March 1 presentation described the synergy opportunity to WWE as follows: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] But it is unclear what role, if any, [REDACTED]

[REDACTED] would play in generating those synergies.

³⁹ WWE LABORERS220 000604. [REDACTED]

⁴⁰ [REDACTED] Since the Merger, two WWE media renewals have already taken place—one at 1.4x another at 1.7x—a blended rate that exceeds the projections. Furthermore, management has sent optimistic signals about the remaining renewals. *See, e.g.*, TKO Q3 2023 Earnings Call (Nov. 7, 2023) (“More importantly, the process and demand were brisk, which should serve as an encouraging sign to our investor base vis-a-vis our raw discussions, which are quite active at the moment with multiple linear and streaming partners.”; “We expect a robust process with Raw... we feel really good about the situation that we’re in.”).

146. In connection with the Merger, TKO and Endeavor entered into a Services Agreement, pursuant to which TKO will pay Endeavor an annual fee to provide services covering nearly all the synergies mentioned in Endeavor's February 7 Offer letter and March 1 presentation. The Services Agreement has a term of seven years, subject to successive, automatic renewals every 12 months, unless Endeavor provides written notice of its intent not to renew. Over the term of the Services Agreement, TKO will pay Endeavor approximately \$500 million dollars for its services.⁴¹

147. Because nearly all the Merger synergies were achieved through the Services Agreement with Endeavor, merging WWE with UFC was likely unnecessary—particularly given that UFC does not appear to be contributing much if anything to achieving those synergies. If TKO could receive these benefits by simply contracting with Endeavor, it is reasonably conceivable that WWE could too.⁴² But WWE never explored the opportunity for a contractual strategic partnership with Endeavor instead of a Merger with UFC. Rather, the Merger was

⁴¹ Comprising \$25 million each from UFC and WWE for the first year (\$50 million total), followed by \$35 million each from UFC and WWE for successive years (\$70 million total), plus a 1% annual increase.

⁴² Endeavor touted representing over 150 third-part clients including sports leagues and events.

orchestrated to benefit McMahon's personal interests, with these payments representing additional synergy value funneled to Endeavor.

ii. Defendants Undervalued WWE's Relative Stake In TKO By Using Flawed Information From Endeavor

148. In addition to the unfair distribution of synergies, Defendants further diverted value from WWE's public stockholders by using flawed information from Endeavor that led them to undervalue WWE's relative stake in TKO.

149. *First*, because Defendants rushed to secure a deal with Endeavor without conducting adequate diligence, they used a flawed EBITDA multiple framework from Endeavor as the basis for the (unfair) TKO equity split. Endeavor proposed a deal in which both WWE and UFC would be valued at a parity multiple of 18x NTM EBITDA, with the assumption that TKO would trade at the same 18x multiple. Defendants used this proposal as the starting point for their analysis of the deal. But prior to the Merger, both WWE and UFC traded at implied multiples well below 18x, so Endeavor's parity framework assumed significant multiple expansion. Further, for the reasons explained below, WWE has and should continue trade at a higher implied multiple than UFC. This assumed multiple expansion shifts the TKO equity split in Endeavor's favor at WWE stockholders' expense because UFC has considerably more debt than WWE. Accordingly, both the multiple expansion and parity assumption benefitted Endeavor to WWE's detriment.

150. Defendants, however, did nothing to explore or push back on these detrimental assumptions. And WWE’s bankers, in their analysis supporting the Merger negotiations, incorrectly characterized the value that WWE received through a higher relative multiple as “value transfer” from UFC instead of properly reflecting a premium standalone valuation for WWE relative to UFC.

151. Although UFC did not trade independently prior to the Merger, its parent company, Endeavor, traded at a significant discount to the sum of its parts due to factors also applicable to UFC. These include having the same controlling stockholder, limited float, and ineligibility for certain indices, which will likely carry over to UFC at TKO. Given these factors, it is not surprising that analysts at Benchmark were “cautious EDR’s valuation of TKO could be aggressive.”⁴³

152. There are also several business reasons, including higher distribution and viewership and broader appeal across demographics, that support a premium multiple for WWE relative to UFC. Most notably, as described below, WWE had more runway than UFC to increase its media rights fees, which is the dominant driver of medium-term growth at TKO.

⁴³ *EDR Announces TKO – The Combination of UFC and WWE. Reducing Rating to Hold*, BENCHMARK (Apr. 4, 2023).

153. *Second*, as explained above, WWE management settled for limited information from Endeavor and used it to create its own projections for UFC. Even assuming WWE management could develop reliable projections for UFC (which is unlikely given the complexity of the business), there are several red flags suggesting that the forecasts WWE management created for UFC overvalued UFC to WWE's detriment.

154. To start, WWE management accepted Endeavor's representation that a

[REDACTED]

[REDACTED]⁴⁵ But a sell-side analyst's modeling of a non-publicly traded subsidiary is not a sufficient proxy for management projections, particularly when forcing minority stockholders into a stock-for-stock merger without a vote. But according to Moelis, WWE management proceeded to make projections for UFC [REDACTED]

[REDACTED]

⁴⁴ Of course, by March 1, Endeavor had already made its initial proposal and was deep in negotiations with WWE.

⁴⁵ WWE LABORERS220_000351. [REDACTED]

[REDACTED]

WWE LABORERS220_000353. This is hardly a reliable source on which to base the remainder of UFC's projection period.

155. Surprisingly, the April 1, 2023 Moelis presentation to the Board is the only source in the records produced in connection with Plaintiff's Demand that discusses [REDACTED] But it reveals that WWE management not only relied on a model cherry-picked by Endeavor in the middle of negotiations, but also that it adjusted that model to benefit UFC. Specifically, WWE management created UFC projections showing faster growth [REDACTED]

[REDACTED]⁴⁶ There is no justification for this adjustment in the Moelis deck or anywhere else.⁴⁷

156. Furthermore, according to the final Moelis presentation, WWE management [REDACTED] This [REDACTED] had massive consequences.

157. Media rights step ups represent the largest source of medium-term growth for both WWE and UFC. WWE's current contracts roll off in September 2024, and WWE management projected that its revenue would grow by 7% and 13%

⁴⁶ Moelis uses adjusted EBITDA and adjusted OIBDA interchangeably for projections.

⁴⁷ The Moelis summary of the Morgan Stanley model omits its free cash flow forecast, so it is unclear if WWE management made other changes that would impact valuation.

in 2025 and 2026, respectively. These projections are based on an assumed 1.43x rate increase in the new contracts on a base of \$470 million annual contract value. Meanwhile, UFC's current contracts roll off at the end of 2025, and WWE management projected that UFC's revenue would grow by 21% in 2026 and 6% in 2027. These projections were based on an assumed 2x rate step up in new contracts on a base of \$500 million annual contract value.

158. WWE's 1.43x assumed step up is too low relative to UFC's assumed 2.0x step up. According to a March 2023 presentation from J.P. Morgan, [REDACTED]

[REDACTED] But WWE management projected a step up below the low end of that range for WWE and at the mid-point for UFC. Given that both renewals were over a year out, it is unlikely that negotiations had progressed to a point where WWE management could confidently assume that UFC would negotiate a rate increase over twice as large as WWE's.

159. According to the same presentation (and before receiving projections from WWE management), [REDACTED]

[REDACTED] Even Endeavor assumed UFC and WWE would achieve the same media rights step up—both 2.0x. But WWE management did not assume the same, which further funneled value to Endeavor.

160. Even if WWE management had used the same media rights step up for WWE and UFC, that would still underestimate WWE's prospects. J.P. Morgan explained in the same presentation that [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

161. Understating WWE's media rights step up not only has the obvious effect of lowering the projections for its standalone valuation, but it also increases the value of projected synergies, which, as discussed above, disproportionately benefit Endeavor. The synergy analysis assumes both WWE and UFC domestic media rights step up at 2.25x, and the magnitude of the synergies depends on how far below 2.25x the step up is in the standalone projections. By using a low step-up projection, WWE management transferred value from its standalone valuation to the synergy valuation, which benefits Endeavor.

iii. Defendants Relied On Faulty DCFs and Comparable Company Analyses From Their Bankers

162. Each of WWE's financial advisors relied on DCFs and comparable company analyses for WWE and UFC in delivering their fairness opinions, but these valuations were each flawed and unreliable.

163. The DCFs were doomed from the start because all three advisors used WWE management's projections for UFC. Because those projections did not provide a reliable forecast for UFC, the resulting DCFs did not generate a reliable valuation of UFC as a standalone business or relative to WWE.

164. Meanwhile, the advisors' comparable company analyses failed because of flawed peer company sets.

165. Moelis considered only three publicly traded companies in its comparable company analysis for UFC: WWE, Formula One, and Live Nation. Such a small set raises reliability concerns, but the inclusion of WWE makes them worse. Because the Merger is an all-stock transaction, the ultimate valuation question focuses on the relative value of WWE compared to UFC. Including WWE in the valuation of UFC hinders that comparison. Moelis made the same mistake in its comparable company analysis for WWE by including Endeavor, which trades in part as a reflection of UFC, as one of just three comparable companies for WWE. Also, as discussed above, Endeavor trades at a significant discount to the sum of its parts and would thus weigh down WWE's peer average multiple.

166. Raine, on the other hand, excluded WWE and Endeavor from their comparable company peer sets and used a larger list of fifteen publicly traded peers. But they used the same list for both UFC and WWE, which means its comparable company analysis does not shed light on the values of WWE and UFC relative to

each other. Instead, Raine relied on its “professional judgment” to conclude that UFC warranted a higher multiple than WWE. But as discussed above, various business factors and UFC’s continued controller dynamics support a higher valuation for WWE.

167. Raine’s expanded peer set also includes companies with significantly different businesses to UFC or WWE. For example, Raine used cable companies, cable networks, and streaming services. The significant differences between those companies further render Raine’s analysis unreliable.

168. J.P. Morgan’s analysis included eleven publicly traded companies, but it suffered from the same infirmities as Moelis’s and Raine’s analyses. Namely, it used identical sets of companies, included companies with different businesses to UFC and WWE, and included Endeavor as a comparable company.

169. In sum, the fairness opinions of all three advisors were based on two key components that were fundamentally flawed: (i) DCF valuations and (ii) comparable company analyses. The first component was rendered unreliable by dubious WWE management projections for UFC and the second by problematic peer companies.

CLASS ACTION ALLEGATIONS

170. Plaintiff repeats each allegation above as if set forth in full herein.

171. Plaintiff is a former holder of WWE Class A Common Stock that held Company stock at all relevant times and received the Merger consideration in exchange for its Class A shares in connection with the Merger. Plaintiff brings this action individually and as a class action pursuant to Rule 23 on behalf of itself and all other stockholders whose shares of WWE Class A Common Stock were exchanged for the Merger consideration (the “Class”). Excluded from the Class are Defendants and any person, firm, trust, corporation, legal representative, heir, successor, assign, or other entity related to or affiliated with the Defendants and their successors in interest, and any entity in which Defendants have or had a controlling interest as of the closing of the Merger.

172. The action is properly maintainable as a class action.

173. A class action is superior to other available methods of fair and efficient adjudication of this controversy.

174. The Class is so numerous that joinder of all members is impracticable. As of August 2, 2023, there were approximately 52,062,642 outstanding shares of Class A Common Stock.⁴⁸ Moreover, damages suffered by individual Class members may be small, making it overly expensive and burdensome for individual Class members to pursue redress on their own

⁴⁸ WWE Form 10-Q (Aug. 2, 2023).

175. There are questions of law and fact common to the Class and which predominate over questions affecting any individual member of the Class. The common question include: (i) whether the Defendants owed fiduciary duties to Plaintiff and the Class; (ii) whether Defendants breached their fiduciary duties to Plaintiff and the Class; and (iii) the extent of the Class's damages.

176. Plaintiff's claims and defenses are typical of the claims and defenses of other class members and Plaintiff has no interests antagonistic or adverse to the interests of other class members. Plaintiff will fairly and adequately protect the interests of the Class.

177. Plaintiff is committed to prosecuting this action and has retained competent counsel experienced in litigation of this nature.

178. Defendants have acted in a manner that affects Plaintiff and all members of the Class alike, thereby making appropriate injunctive relief and/or corresponding declaratory relief with respect to the Class as a whole.

179. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Class, which would establish incompatible standards of conduct for Defendants; or adjudications with respect to individual members of the Class would, as a practical matter, be dispositive of the interest of other members or substantially impair or impede their ability to protect their interests.

180. Concentrating the litigation of claims in this forum is desirable because the Company was a Delaware corporation, and the litigation involves issues of Delaware common law.

FIRST CAUSE OF ACTION

Individual and Class Claim For Breach Of Fiduciary Duty Against Defendant McMahon As A Controller Stockholder

181. Plaintiff incorporates by reference and realleges all the allegations above as though fully set forth herein.

182. Defendant McMahon was the controlling stockholder of WWE. As such, McMahon owed Plaintiff and the Class the utmost fiduciary duties of care, loyalty, and good faith.

183. At all relevant times, McMahon had the power to control, influence, and cause—and actually did control, influence, and cause—the Company to enter into the Merger. In pursuing and executing the unfair Merger for less than fair value while dismissing alternative bidders, the McMahon breached his fiduciary duties to Plaintiff and the Class.

184. As a result of McMahon's breaches of fiduciary duty, Plaintiff and the Class were harmed.

185. Plaintiff and the Class do not have an adequate remedy at law.

SECOND CAUSE OF ACTION

Individual and Class Claim For Breach of Fiduciary Duty Against The Director Defendants

186. Plaintiff incorporates by reference and realleges all the allegations above as though fully set forth herein.

187. The Director Defendants owed Plaintiff and the Class the utmost fiduciary duties of care, loyalty, and good faith.

188. In pursuing and executing the unfair Merger for less than fair value while dismissing alternative bidders, the Director Defendants breached their fiduciary duties to Plaintiff and the Class.

189. As a result of the Director Defendants' breaches of fiduciary duty, Plaintiff and the Class were harmed.

190. Plaintiff and the Class do not have an adequate remedy at law.

THIRD CAUSE OF ACTION

Individual and Class Claim for Breach of Fiduciary Duty Against The Officer Defendants

191. Plaintiff incorporates by reference and realleges all of the allegations above as though fully set forth herein.

192. The Officer Defendants owed Plaintiff and the Class the utmost fiduciary duties of care, loyalty, and good faith.

193. In pursuing and executing the unfair Merger for less than fair value while dismissing alternative bidders, the Officer Defendants breached their fiduciary duties to Plaintiff and the Class.

194. As a result of the Officer Defendants' breaches of fiduciary duty, Plaintiff and the Class were harmed.

195. Plaintiff and the Class do not have an adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment in its favor and in favor of the Class as follows:

A. Declaring, finding, and determining that this action is properly maintainable as a class action and certifying Plaintiff as the Class's representative and Plaintiff's counsel as the Class's counsel;

B. Declaring, finding, and determining that the Merger was entered into in breach of the fiduciary duties of the Defendants;

C. Awarding Plaintiff and the Class such equitable relief as is appropriate;

D. Awarding damages to Plaintiff and the Class, plus pre-judgment and post-judgment interest;

E. Awarding Plaintiff the costs and disbursements of this action, including reasonable allowance of fees and costs for Plaintiff's attorneys, experts, and accountants; and

F. Granting Plaintiff such other and further relief as the Court may deem just and proper.

Dated: November 17, 2023

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