

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

MICHAEL DIESA

and

REBECCA TOBACK,

individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

WORLD WRESTLING  
ENTERTAINMENT, LLC,

Defendant.

Civil Action No.:

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

Date: January 8, 2026

Plaintiffs Michael Diesa and Rebecca Toback (together, “Plaintiffs”), by and through their undersigned counsel, bring this Class Action Complaint (“Complaint”) against Defendant World Wrestling Entertainment, LLC (“Defendant” or “WWE”) and allege as follows based upon information and belief, except as to the allegations specifically pertaining to Plaintiffs, which are based on their individual personal knowledge:

**NATURE OF THE ACTION**

1. In August 2025, WWE, a sports-entertainment behemoth and a “recognized leader in global entertainment,”<sup>1</sup> announced that it was moving all of its “Premium Live Events” (“PLEs”) from Peacock to ESPN, making ESPN and its new direct-to-consumer (“DTC”)

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<sup>1</sup> *Who We Are*, WWE, <https://corporate.wwe.com/> (last visited Dec. 31, 2025).

streaming service (the “DTC Service”) “the exclusive U.S. domestic home of all WWE PLEs”<sup>2</sup> for five years at least.

2. WWE, the world’s most prominent and powerful “professional wrestling” promotion, is expected to make U.S. \$1.6 *billion* from this move.<sup>3</sup>

3. WWE fans have not fared as well, however. Whereas, previously, fans could view WWE PLEs by paying approximately \$11 per month for Peacock, ESPN charges (at least) \$29.99 per month for the new DTC Service. WWE fans were predictably—and understandably—upset by this willful, intentional, and outlandish money-grab.

4. Working in concert with ESPN, as part of “their media partnership,”<sup>4</sup> WWE unscrupulously moved to ensure its “fanatical and loyal”<sup>5</sup> fans that they really would not be financially harmed by this move. Issuing joint press releases with ESPN, WWE intentionally, knowingly, willfully, and/or recklessly—as one national media source reported—led consumers

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<sup>2</sup> Alex Feuz, *WWE Premium Live Events to Debut on ESPN Platforms in the U.S. Beginning September 20 with First-Ever Wrestlepalooza*, ESPN PRESS ROOM (Aug. 20, 2025), <https://espnpressroom.com/us/press-releases/2025/08/wwe-premium-live-events-to-debut-on-espn-platforms-in-the-u-s-beginning-september-20-with-first-ever-wrestlepalooza/> (<https://perma.cc/B5KU-P57H>).

<sup>3</sup> See, e.g., Dave LeClair, *Goodbye Peacock – WWE Premium Live Events are now exclusive to ESPN’s new \$29/month service*, TOM’S GUIDE (Aug. 6, 2025), <https://www.tomsguide.com/entertainment/streaming/goodbye-peacock-wwe-premium-live-events-are-now-exclusive-to-espn-s-new-usd29-month-service> (“The deal is worth an average of \$325 million annually for five years, totaling \$1.6 billion over the life of the agreement.”).

<sup>4</sup> Rick Ucchino, *WWE And ESPN Launch Media Partnership Early With WrestlePalooza [sic] Premium Live Event*, THE TAKEDOWN ON SI (Aug. 20, 2025), <https://www.si.com/fannation/wrestling/wwe/wwe-and-espn-launch-media-partnership-early-with-wrestlepalooza-premium-live-event>. See also, e.g., *WWE’s partnership with ESPN will start sooner than expected*, ASSOCIATED PRESS (Aug. 20, 2025), <https://apnews.com/article/wwe-espn-wrestlepalooza-b441e5cde20193815d114f8204949027> (discussing “WWE’s partnership with ESPN”).

Many WWE “superstars” also have publicly championed the WWE-ESPN “partnership.” See, e.g., Nishant Jayaram, *Roman Reigns Comments on ‘Obvious Partnership’ Between ESPN and WWE*, WRESTLINGINC. (Aug. 7, 2025), <https://www.wrestlinginc.com/1933306/roman-reigns-comments-obvious-partnership-espn-wwe/> (calling WWE-ESPN agreement “an obvious partnership”). See also, e.g., *infra* at n.39.

<sup>5</sup> THE VARSITY, *Nick Khan on the WWE-ESPN Deal*, on The Varsity with John Ourand (Apple Podcasts Aug. 6, 2025), <https://podcasts.apple.com/us/podcast/nick-khan-on-the-wwe-espn-deal/id1762692129?i=1000720880549> at 2:40-2:43 (“Varsity Podcast”) (<https://perma.cc/XYP7-PQ45>).

to believe that anyone who already paid to receive ESPN (via cable television or satellite provider, for example) would be able to access the new DTC Service and the PLEs at no additional cost:

But while the price difference is certainly striking, those concerned about the PLE cost doubling or even tripling are seemingly unaware that if you already subscribe to ESPN through a Pay TV provider, such as a cable bundle or service like YouTube TV, then you'll also be able to access the DTC streaming service and its features via authentication at no additional cost. This was stated in both the press release announcing the WWE-ESPN deal, as well as the announcement of the streaming service's August 21 launch date and is explicitly laid out in an ESPN fact sheet regarding the DTC offering that was published in May.

'In addition to ESPN DTC subscribers, fans that access ESPN through a traditional pay TV provider, e.g. Comcast, DirectTV, Hulu + Live TV, YouTube TV, will also have access to the new features through the enhanced ESPN App,' the fact sheet reads.<sup>6</sup>

5. For example, in its August 6, 2025 press release, which was jointly issued with ESPN and announced their "landmark rights agreement," WWE stated:

Designed to give fans more choice, flexibility and access to all of ESPN, these new features and functionality will be available to all fans who watch on the ESPN App on mobile and connected TV devices, whether they subscribe directly or through a traditional pay TV package.<sup>7</sup>

6. Also on August 6, 2025, WWE President Nick Khan publicly—and unequivocally—stated that, "with what has been referred to as ESPN flagship, you subscribe to

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<sup>6</sup> Ben Axelrod, *No, WWE's new ESPN deal won't cost you \$29.99 for PLEs – as long as you're already an ESPN customer*, AWFUL ANNOUNCING, <https://www.msn.com/en-us/entertainment/news/no-wwe-s-new-espn-deal-won-t-cost-you-2999-for-ples-as-long-as-you-re-already-an-espn-customer/ar-AA1K1X4I> (last visited Jan. 6, 2025). (The article—and the version that is available on *Awful Announcing*—appears to have been revised; the original version appears to be available on *MSN*). See also *Five Things Fans Should Know About ESPN's New Direct-To-Consumer Offering*, ESPN FRONT ROW (May 13, 2025), <https://www.espnfrontrow.com/2025/05/five-things-fans-should-know-about-espns-new-direct-to-consumer-offering/> ("In addition to ESPN DTC subscribers, fans that access ESPN through a traditional pay TV provider, e.g. Comcast, DirectTV, Hulu + Live TV, YouTube TV, will also have access to the new features through the enhanced ESPN App.").

<sup>7</sup> *ESPN, WWE Reach Landmark Rights Agreement as ESPN Platforms Become Exclusive U.S. Domestic Home of All WWE Premium Live Events, Including WrestleMania, Starting in 2026*, WWE NEWS (Aug. 6, 2025), <https://corporate.wwe.com/about/news/2025/08-06-2025> ("Aug. 6 Press Release") (last visited Jan. 5, 2026). See also *id.* (promising "All of ESPN. All in One Place. Coming Soon.").

that product, you get WrestleMania, SummerSlam, Royal Rumble, all of our other Premium Live Events *with no upcharge*.”<sup>8</sup>

7. WWE also intentionally, knowingly, willfully, and/or recklessly drove consumers to—and adopted as its own—ESPN’s various, material, deceptive, and false public statements concerning the availability of the DTC Service and its PLEs. For example, per ESPN (and therefore, WWE):

- “The new features and functionality are available to all fans who watch on the ESPN App, whether they subscribe directly to ESPN or through a traditional pay TV package.”<sup>9</sup>
- “All fans who subscribe to ESPN, whether through a traditional pay TV package or directly with the ESPN DTC Unlimited plan, have access to the new features when watching on the ESPN App.”<sup>10</sup>

8. Conspiring with ESPN, WWE, through its acts and omissions, willfully and/or knowingly misled consumers who had already subscribed to ESPN to believe that they would not have to pay anything more to access ESPN’s DTC Service and to watch all WWE PLEs. For example:

- As part of a fraudulent, unscrupulous, and unethical scheme, WWE and ESPN publicized—including via their joint press releases—that current ESPN subscribers would have access to the new service without having to pay any additional amount(s), while intentionally, willfully, knowingly, and/or recklessly obscuring and/or concealing the “fine print” that only certain current subscribers would have free access. The rest of ESPN’s subscribers would have to pay again for the new service.
- WWE and ESPN knew or should have known that there was significant confusion and misunderstanding in the marketplace about the cost of the new service—confusion and misunderstanding

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<sup>8</sup> Varsity Podcast, *supra*, n.5 at 6:10-6:18 (emphasis added).

<sup>9</sup> *All of ESPN. All in One Place.*, ESPN, <https://espnpressroom.com/us/espnrtc/> (“ESPN Press Kit”) (last visited Jan. 6, 2026).

<sup>10</sup> *Id.*

that they created—but they intentionally, willfully, knowingly, and/or recklessly took few, if any, meaningful steps to address the confusion and/or to correct the misunderstanding. Instead, through, at a minimum, their general silence, they intentionally, willfully, knowingly, and/or recklessly concealed relevant information, which was uniquely in their possession, and unfairly exploited that confusion to their financial benefit. The relevant information—and the needed clarity about the pricing scheme—was not otherwise available to Plaintiffs and/or other consumers.

- At a minimum, WWE and ESPN intentionally, willfully, knowingly, and/or recklessly conflated ESPN’s new DTC Service with (other) “new features” on the “ESPN app” in order to mislead consumers into thinking that they would not be charged anything more for the DTC Service if they already subscribed to ESPN.

9. As consumers learned when they tried to sign up for the new DTC Service—many on the eve of the first WWE PLE to stream on the service—WWE’s (and ESPN’s) material representations, which were likely to (and did) mislead consumers, simply were not true. They were a “bait and switch”: The majority of consumers who already had subscribed to ESPN in another manner and expected to receive access to the new service for free instead were required to pay in full for it.

10. Simply put: WWE intentionally, willfully, knowingly, and/or recklessly engaged in unfair methods of competition and/or deceptive acts and/or practices in the conduct of trade and/or commerce in violation of the Connecticut Unfair Trade Practices Act (“CUTPA”); conspired with ESPN to violate the law(s); and/or aided and abetted ESPN’s violation of the law(s) and/or other fraud.

11. As a result, thousands of individuals, who lacked the benefit of full disclosure, were made to pay an unlawful fee that violated CUTPA and suffered a substantial and ascertainable economic injury, which flowed from WWE’s violation of this law(s).

## THE PARTIES

12. Plaintiff Michael Diesa is a resident of Woodbridge, New Jersey, who signed up and paid for ESPN’s new DTC Service between August 6, 2025 and September 20, 2025 despite already being an ESPN subscriber via other means.

13. Plaintiff Rebecca Toback is a resident of New York, New York, who signed up and paid for ESPN’s new DTC Service between August 6, 2025 and September 20, 2025 despite already being an ESPN subscriber via other means.

14. Defendant WWE, which is part of TKO Group Holdings, is a foreign limited liability company (“LLC”) registered with the Connecticut Secretary of State. WWE is a Delaware LLC, with its headquarters and principal place of business located in Stamford, Connecticut. According to WWE, its “programming can be seen in more than 1 billion households worldwide in more than 20 languages through world-class distribution partners including . . .”<sup>11</sup>

15. For the avoidance of any doubt, the following entities are *not* parties to this action: ESPN; its parent company, The Walt Disney Company (or any subsidiaries (collectively, “Disney”)), or Hulu, LLC (“Hulu”).<sup>12</sup>

## JURISDICTION AND VENUE

16. This Court plainly has personal jurisdiction over WWE because its principal place of business is located in the State of Connecticut; and WWE is, therefore, a resident of this state; and a corporation regularly doing business in this State.

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<sup>11</sup> See, e.g., Aug. 6 Press Release, *supra*, n.7.

<sup>12</sup> The Disney+, ESPN, and Hulu Subscriber Agreement, which arguably applies to an ESPN DTC Service subscription, does include an arbitration provision and a class-action waiver. Those adhesive provisions, however, only apply—at most (if at all)—to disputes between subscribers and Disney, ESPN, and/or Hulu. They have *no application or relevance as to WWE*.

17. This Court has subject-matter jurisdiction over this dispute pursuant to 28 U.S.C. §1332(d)(2) (or as otherwise permitted by law) because this action is (i) a class action; (ii) in which the matter in controversy exceeds \$5,000,000, exclusive of interest and costs; and (iii) at least one member of the class of plaintiffs is a citizen of a state (e.g., New Jersey) different from Defendant (i.e., Connecticut).

18. Venue is proper in this Court pursuant to 28 U.S.C. §1391(b)(2)-(3) (or as otherwise permitted by law) because, *inter alia*, a substantial part of the events or omissions giving rise to the claim occurred in this district and/or Defendant is subject to personal jurisdiction in this District.<sup>13</sup>

19. Consistent with Conn. Gen. Stat. §42-110g(a), Plaintiffs are mailing a copy of this Complaint to Connecticut’s Attorney General and Commissioner of Consumer Protection.

### **BACKGROUND**

20. WWE, “a professional wrestling company,”<sup>14</sup> promotes itself as “the global leader in sports entertainment.”<sup>15</sup>

21. WWE produces more than 300 events each year, and its programming purportedly can be seen in more than a billion households worldwide. Included in those annual live events often are ones occurring at the XL Center in Hartford, Total Mortgage Arena in Bridgeport, and the Mohegan Sun Arena in Uncasville.

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<sup>13</sup> See also Conn. Gen. Stat. §42-110g(a) (“Any person who suffers any ascertainable loss of money or property, real or personal, as a result of the use or employment of a method, act or practice prohibited by section 42-110b, may bring an action in the judicial district in which the plaintiff or defendant resides or has his principal place of business or is doing business, to recover actual damages.”).

<sup>14</sup> Nikole Stewart, *Is WWE fake: Everything You Need to Know About the Sports and Entertainment Giant WWE*, SPORTSNAUT (Sept. 26, 2025), <https://www.yahoo.com/entertainment/articles/wwe-fake-everything-know-sports-173651198.html>.

<sup>15</sup> See, e.g., *Corporate Overview*, TKO, <https://investor.tkogrp.com/overview/default.aspx> (last visited Jan. 6, 2026).

22. Among the events that WWE produces each year are a number of PLEs, which were previously known as “pay-per-view” events (or, simply, “pay-per-views”).<sup>16</sup> PLEs are WWE’s “major standalone events,”<sup>17</sup> occurring approximately once a month and featuring some of the biggest—and most hyped—matches of the year.

23. For example, “Wrestlemania [sic] . . . is WWE’s flagship offering. It is the annual culmination of the promotion’s storylines. . . . In an ESPN interview, John Cena described Wrestlemania [sic] as pro wrestling’s March Madness. The event has reached pop-culture status in the US. That is why thousands flock to its venues, and millions watch at home.”<sup>18</sup>

24. Among the numerous PLEs that WWE staged in 2025—and, upon information and belief, plans to stage again in 2026—are, in addition to WrestleMania, the Royal Rumble, Money in the Bank, SummerSlam, and Survivor Series.

25. Prior to airing on ESPN, the majority, if not all, of WWE’s PLEs most recently were available to a U.S. audience on Peacock. A subscription to Peacock, which included access to all WWE PLEs, could be purchased for as little as \$10.99 per month (or \$109.99 for an entire year).

26. PLEs, which attract millions of viewers annually, are in high demand among WWE’s fans.

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<sup>16</sup> See, e.g., Lyle Kilbane, *WWE Reportedly Rebrand Pay-Per-Views Under New Name*, ITR WRESTLING (Jan. 3, 2022), <https://itrwrestling.com/news/wwe-reportedly-rebrand-pay-per-views/>.

<sup>17</sup> Sid Pullar III, *WWE PPV/PLE Calendar 2024/2025: Full List, Schedule, Date, Time, Location & Results*, THE TAKEDOWN ON SI (Oct. 24 2024), <https://www.si.com/fannation/wrestling/wwe-ppv-ple-calendar> (last visited Dec. 31, 2025).

<sup>18</sup> Florence Desiata, *Stunning WWE Viewership Statistics in 2024*, PLAYTODAY (Feb. 23, 2024), <https://playtoday.co/blog/stats/wwe-viewership-statistics/>. See also *infra* at ¶40 (discussing Mr. Cena), *infra* at nn.37-38 (same); David Taub, *How WrestleMania Came to Rival the Super Bowl and World Cup*, GV WIRE (Apr. 15, 2025), <https://gvwire.com/2025/04/15/how-wrestlemania-came-to-rival-the-super-bowl-and-world-cup/> (“*WrestleMania* used to be just a one-day spectacular. Now, it is a weeklong celebration of all things wrestling, *comparable to the Super Bowl*. Cities bid and pay a site fee for the spectacular.”) (emphasis added).



27. As just one example: “In a press release, WWE noted that viewership for WrestleMania 41 [in 2025] on Peacock domestically and other platforms globally were up 114 percent from last year’s WrestleMania 40, setting a new viewership record for a WrestleMania.”<sup>19</sup>

## I. WWE-ESPN PARTNERSHIP

28. In early August 2025, WWE entered into a “megadeal” with ESPN, making ESPN “the home for all WWE Premium Live Events, including WrestleMania, starting in 2026.”<sup>20</sup> According to media reports, the agreement between WWE and ESPN “is for five years, at an average of \$325 million per year.”<sup>21</sup>

29. “The partnership between WWE and ESPN”—which itself is headquartered in Bristol, Connecticut<sup>22</sup>—“represents more than just a financial transaction; it embodies a *strategic collaboration* aimed at expanding the audience for both entities.”<sup>23</sup>

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<sup>19</sup> Mike Chiari, *WWE Reveals WrestleMania 41 as Most-Viewed and Highest-Grossing Event in WWE History*, BLEACHER REPORT (Apr. 22, 2025), <https://bleacherreport.com/articles/25189118-wwe-reveals-wrestlemania-41-most-viewed-and-highest-grossing-event-wwe-history>. See also, e.g., Dade Hayes, *WrestleMania 41 Breaks Multiple WWE Records, With Viewership Rising 114%*, DEADLINE (Apr. 22, 2025), <https://deadline.com/2025/04/wrestlemania-41-breaks-wwe-records-peacock-viewership-1236373601/> (last visited Dec. 31, 2025) (“WrestleMania . . . set records [in 2025] across the board, with viewership on Peacock and Netflix surging 114% over 2024 levels. . . . The amount of viewing time was not disclosed, but it more than doubled from the 1.3 billion live minutes reported in 2024, thanks to a new global platform in Netflix. As part of its overall deal with the WWE, which kicked in last January, Netflix has international rights to Wrestlemania.”).

<sup>20</sup> Scooby Axson, *ESPN, WWE megadeal makes network home to WrestleMania, other premium live events*, USA TODAY (Aug. 6, 2025), <https://www.usatoday.com/story/sports/2025/08/06/espn-wwe-stream-premium-live-events-deal-wrestlemania/85538841007/>.

<sup>21</sup> *Id.*

<sup>22</sup> See *ESPN, Inc. Fact Sheet*, ESPN PRESS ROOM, <https://espnpressroom.com/us/espn-inc-fact-sheet/> (last visited Dec. 31, 2025) (“ESPN Headquarters in Bristol, Conn., is home to one of the world’s largest and most technologically advanced TV production facilities. Digital Center-1 and Digital Center-2 total more than 400,000 square feet. They serve as home for SportsCenter, NFL programming and more. Overall, ESPN Plaza is home to 18 buildings on 117 acres and 1.3 million square feet of office/production space.”).

<sup>23</sup> Lawrence Cole, *WWE Joins Forces with ESPN for Exciting Live Events*, ASUMETECH (Aug 6., 2025), <https://web.archive.org/web/20250915160523/https://asumetech.com/business/wwe-joins-forces-with-espn-for-exciting-live-events> (archived Sept. 1, 2025) (emphasis added). See also *id.* (“Mark Shapiro, TKO Group President and COO, emphasized the necessity of this partnership for achieving significant national outreach. Historically, ESPN’s platform has served as a catalyst for sports viewership, and now, it will act as a launchpad for WWE’s premier live events, including WrestleMania and the Royal Rumble.”).

30. On August 6, 2025, WWE and ESPN jointly issued a co-branded press release (which is available on the WWE’s website), stating in relevant part:

ESPN, a subsidiary of The Walt Disney Company (NYSE: DIS), and WWE, part of TKO Group Holdings, Inc. (NYSE: TKO), today announced a landmark rights agreement as ESPN platforms, including the new ESPN direct-to-consumer streaming service, will become the exclusive U.S. domestic home of all WWE Premium Live Events (PLEs), including the two-night cultural phenomenon WrestleMania, starting in 2026. This deal makes ESPN home to the highest-profile WWE events of the year.

The ESPN DTC service will stream all WWE PLEs annually, in their entirety, with select simulcasting on ESPN linear platforms. Marquee PLEs include WrestleMania and SummerSlam – both two-night events – and Royal Rumble, Survivor Series, Money in the Bank, among others. WWE will continue to produce all PLEs.<sup>24</sup>

31. In addition, that press release stated:

For the first time ever, ESPN will offer its full suite of networks and services directly to fans, along with an enhanced ESPN App that integrates game stats, betting information, fantasy sports, commerce, multiview options and a personalized SportsCenter For You. Designed to give fans more choice, flexibility and access to all of ESPN, *these new features and functionality will be available to all fans who watch on the ESPN App on mobile and connected TV devices, whether they subscribe directly or through a traditional pay TV package.*<sup>25</sup>

32. That press release also stated: “For more visit the ESPN DTC Press Kit.”<sup>26</sup>

## II. WWE AND ESPN DECEIVE CONSUMERS

33. According to the “ESPN DTC Press Kit,” which WWE referenced, promoted, and adopted as its own:

- “ESPN has launched its new direct-to-consumer streaming service and a set of new features on an enhanced ESPN App, making ESPN’s full suite of 12 networks and services available directly to fans for the first time ever.

<sup>24</sup> Aug. 6 Press Release, *supra*, n.7.

<sup>25</sup> *Id.* (emphasis added).

<sup>26</sup> *Id.*

ESPN DTC and the enhance[d] ESPN App is a powerful combination designed to deliver a more personalized and dynamic viewing experience to fans on mobile and connected TV devices.

The ESPN App delivers updated multiview options, integrated game stats, betting information, fantasy sports and commerce, along with a personalized SportsCenter For You. The new features and functionality are available to all fans who watch on the ESPN App, whether they subscribe directly to ESPN or through a traditional pay TV package.”<sup>27</sup>

- “All fans who subscribe to ESPN, whether through a traditional pay TV package or directly with the ESPN DTC Unlimited plan, have access to the new features when watching on the ESPN App.”<sup>28</sup>

34. During a podcast appearance, Mr. Kahn, WWE’s President, also told listeners that, if an individual subscribes to ESPN, that person will be able to watch WrestleMania, SummerSlam, Royal Rumble, and all of WWE’s other PLEs at no additional charge.<sup>29</sup>

35. On August 20, 2025—the day before ESPN’s DTC Service launched—WWE and ESPN jointly issued another co-branded press release (which is also available on the WWE’s

<sup>27</sup> ESPN Press Kit, *supra*, n.9.

<sup>28</sup> *Id.*

<sup>29</sup> As one observer noted on Facebook: “What Khan failed to mention is you need to purchase ESPN’s streaming service for \$29.99 a month”:



website), announcing that “WWE Premium Live Events will debut on ESPN platforms beginning September 20, earlier than previously announced.”<sup>30</sup>

36. In that press release, WWE Chief Content Officer Paul “Triple H” Levesque stated: “On September 20, WWE and ESPN are coming together for a can’t-miss event to kick off our new partnership. The biggest Superstars in WWE. The biggest brand in sports media. *Are you ready?*”<sup>31</sup>

37. Subsequently, that press release stated: “ESPN will launch its new DTC streaming service and a set of new features on an enhanced ESPN App on Thursday, August 21. Fans can visit <http://stream.espn.com/> for more information on ESPN DTC options and pricing.”<sup>32</sup>

38. The landing page at that website prominently states: “If you already have access to ESPN through your TV or mobile provider, you can learn more about how to activate ESPN here.”<sup>33</sup>

39. Indeed, “[i]n the lead-up to the app’s launch, ESPN could not have been clearer with its marketing ‘*All of ESPN. All in one place[:]*’”<sup>34</sup>

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<sup>30</sup> *WWE Premium Live Events to Debut on ESPN Platforms in the U.S. Beginning September 20 with First-Ever Wrestlepalooza*, WWE NEWS (Aug. 20, 2025), <https://corporate.wwe.com/about/news/2025/08-20-2025>.

<sup>31</sup> *Id.* (emphasis added).

<sup>32</sup> *Id.*

<sup>33</sup> *All of ESPN. All in One Place.*, ESPN, <https://plus.espn.com/> (last visited Nov. 3, 2025). Only much further down that page does it—now at least—even suggest that activation only may work with certain TV or mobile providers. The website is still vague and misleading. To the extent it offers any disclaimer, the buried, obscured, fine-print disclosure is far from clear and conspicuous.

Moreover, upon information and belief, *various ESPN documents and/or websites*—and other documents and/or websites—have been edited since August 2025 when the DTC Service was first announced and consumers were first led to believe that the service would be free for current ESPN subscribers.

*Upon information and belief, discovery in this action will reveal that ESPN and WWE’s August 2025 public statements and documents were much more misleading and deceptive than those currently available online.*

<sup>34</sup> Drew Lerner, ‘*Wrestlepalooza*’ will be a disaster if ESPN doesn’t strike multiple deals this week, AWFUL ANNOUNCING (Sept. 15, 2025), <https://awfulannouncing.com/wwe/wrestlepalooza-disaster-espn-strike-multiple-deals.html> (emphasis added). *See also, e.g.*, Sam Neumann, *ESPN has a consumer education problem with new app*, AWFUL ANNOUNCING (Aug. 26, 2025), <https://awfulannouncing.com/espn/streaming-education-problem-wwe-launch.html> (“That creates a perfect storm for customer frustration. ESPN marketed Unlimited as a benefit for

A key pillar of that marketing campaign was the idea that no matter how or where you purchase ESPN, you'll be able to access all of the bells and whistles associated with the new app, including exclusive programming. If you want to pay \$30 per month to ESPN directly, great, you now have that option. But if you're one of the more than 65 million pay TV subscribers that access ESPN through a traditional bundle, you'll be able to authenticate into the app too.<sup>35</sup>

40. As part of a common scheme, WWE and ESPN collaborated to market the new DTC Service, intending to convince WWE fans (and others) to sign up for the new service. For example, ESPN deployed a marketing strategy that “feature[d] John Cena in its creative TV spots.”<sup>36</sup> Mr. Cena—a WWE superstar who is often referred to as the “G.O.A.T.” (or, the “Greatest of All Time”)—is “a 17-time World Champion”<sup>37</sup> and a WWE “living legend.”<sup>38</sup>

41. Other WWE superstars (including Mr. Levesque, who is also a WWE executive) were prominently featured on ESPN programming in the lead up to the launch of the new DTC service.<sup>39</sup>

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existing subscribers, but millions of cable customers, including those through Comcast, YouTube TV, and other major providers, won't actually have access when WWE's September events launch. These fans—who were explicitly told they'd get ESPN Unlimited as part of their existing subscription—will suddenly discover they need to pay an additional \$30 monthly just to watch wrestling content they expected to receive. . . . They marketed ESPN Unlimited as a benefit available to all ESPN subscribers, regardless of their method of receiving ESPN. In reality, that promise was premature.”) (emphasis added). WWE actively participated in; aided and assisted ESPN; and/or conspired with ESPN in this marketing campaign and strategy.

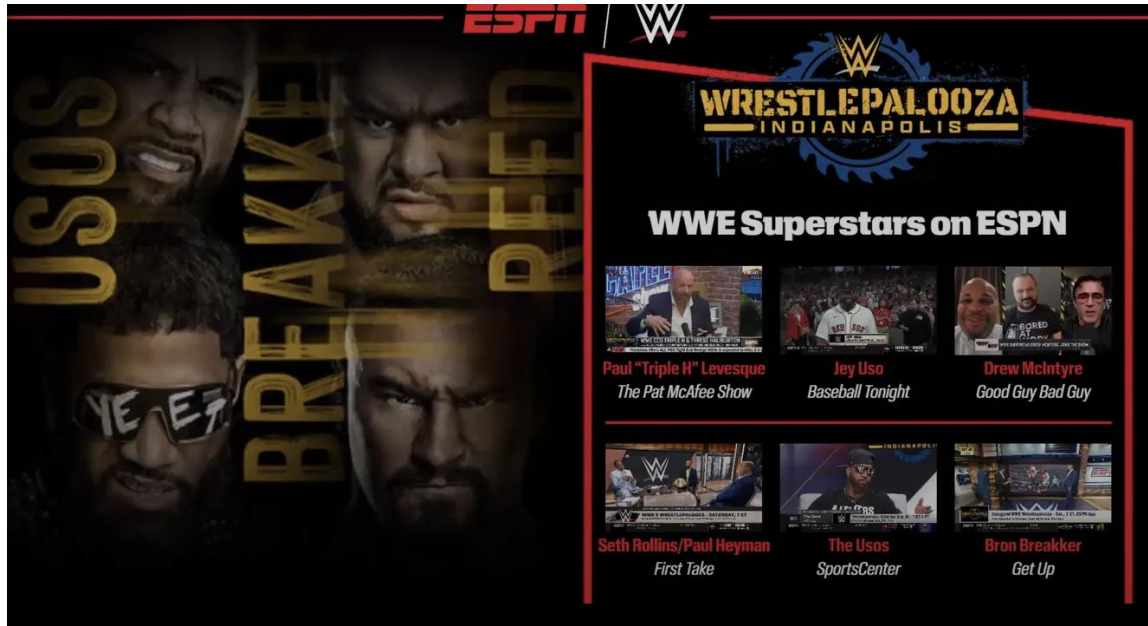
<sup>35</sup> Lerner, *supra*, n.34. ESPN and WWE's initial price communications omitted critical information.

<sup>36</sup> John R. Manzo, *ESPN Taps John Cena, Complex, Lyft, Samsung and More in Massive Multi-Platform Marketing Campaign for ESPN Direct-to-Consumer & Enhanced App Launch*, ESPN PRESS ROOM (Aug. 20, 2025), <https://espnpressroom.com/us/press-releases/2025/08/espn-taps-john-cena-complex-lyft-samsung-and-more-in-massive-multi-platform-marketing-campaign-for-espn-direct-to-consumer-enhanced-app-launch/> (last visited Dec. 31, 2025). See also, Neumann, *supra*, n.34 (“They marketed ESPN Unlimited as a benefit available to all ESPN subscribers, regardless of their method of receiving ESPN. In reality, that promise was premature.”).

<sup>37</sup> John Cena, WWE.COM, <https://www.wwe.com/superstars/john-cena> (last visited Jan. 6, 2026).

<sup>38</sup> *Id.*

<sup>39</sup> Mr. Levesque appeared on ESPN's “Get Up,” and, during “a live interview shortly after the deal was made public, call[ed] the move ‘incredible’ and the ‘perfect marriage’ between two global brands.” BBM Staff, “WWE CCO Says Partnership With ESPN a Perfect Marriage.” *Barrett Media* (Nov. 5, 2025), <https://barrettmedia.com/2025/08/06/wwe-cco-paul-levesque-says-partnership-with-espn-a-perfect-marriage/> (last visited Dec. 31, 2025) (emphasis added).



42. WWE and ESPN went further still. Knowing the intense passion, devotion, and loyalty of WWE fans, ESPN “wanted to have a marquee WWE event in September to support the launch of ESPN’s direct-to-consumer offering . . .”<sup>40</sup> So, WWE, which was more than happy to assist ESPN, created a new PLE—i.e., *Wrestlepalooza*—that ESPN could use to help launch its DTC Service and quickly increase subscriptions.<sup>41</sup> ESPN (and WWE) then leveraged the temporal proximity of the event to create a sense of urgency in its marketing strategy.

### III. CONSUMERS ARE CONFUSED AND ANGRY

43. WWE fans—including those who were already paying for ESPN—were upset that—it seemed at least that—they would now have to pay \$29.99 per month to watch WWE PLEs:

<sup>40</sup> Jack Wannan, *ESPN WWE media call notes: Wrestlepalooza’s timing, how fans will access ESPN Unlimited & More*, POST WRESTLING (Sept. 17, 2025), <https://www.postwrestling.com/2025/09/17/espn-wwe-media-call-notes-wrestlepaloozas-timing-how-fans-will-access-espn-unlimited-more/> (quoting an ESPN executive).

<sup>41</sup> See, e.g., Randy Marston, *Report: ESPN Airing ‘Road to Wrestlepalooza’ Special, TKO Executives Expect PLE to ‘Rival’ WrestleMania Going Forward*, WRESTLINGNEWS (Sept. 5, 2025), <https://www.wrestling.news/articles/report-espn-airing-road-to-wrestlepalooza-special-tko-executives-expect-ple-to-rival-wrestlemania-going-forward> (“By debuting on the ESPN App, WWE is tapping into a fresh market of sports fans and driving subscriptions for ESPN Unlimited. It’s also a trial run for the synergy between TKO’s combat sports portfolio—UFC (until 2026), WWE, and now boxing under the Zuffa banner—and ESPN’s global reach.”).



- “The price of ESPN’s new direct-to-consumer streaming service launching August 21 will be triple the cheapest plan Peacock currently offers to American viewers. As a result, fans have been furious since the announcement, with many vouching to stop watching WWE PLEs.”<sup>42</sup>
- “WWE’s Premium Live Events will be moving from Peacock to ESPN’s brand-new \$29.99-per-month streaming platform. However, the price point is definitely not something people are happy about and now they are expressing their outrage on social media. . . . WWE’s move to ESPN’s new \$29.99 streaming service is becoming one of the most talked-about and polarizing choices in recent memory. While it could help WWE reach more people and fit into ESPN’s growing streaming plans, the high price is upsetting many loyal fans. Some are now rethinking whether they want to keep following WWE and it’s not hard to see why.”<sup>43</sup>
- “Fans are upset that ESPN’s direct-to-consumer service will cost fans significantly more than Peacock, which bundles WWE programming with a wider library for under \$10 per month. ESPN’s Unlimited tier runs around \$29.99 per month, with additional bundle options through Disney or cable providers. Fans have complained about higher costs, streaming fatigue, and confusion over which events and archives will be included.”<sup>44</sup>
- “The move to ESPN has invited backlash from a big chunk of the WWE Universe. Existing subscribers of ESPN on cable are more frustrated since they are basically being asked to pay twice, as the PLEs will be a part of the platform’s ESPN Unlimited tier.”<sup>45</sup>

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<sup>42</sup> Aidan Chacon, *Cost Of WWE PLE’s On ESPN Will Not Be \$29.99 for Everyone—Here’s Why*, SI.COM (Aug. 7, 2025), <https://www.si.com/fannation/wrestling/wwe/cost-of-wwe-ple-on-espn-will-not-be-29-99-for-everyone-heres-why>.

<sup>43</sup> Subhojeet Mukherjee, *Outraged WWE fans threaten to use VPNs after PLEs move to \$29.99 ESPN service*, RINGSIDE NEWS (Aug. 6, 2025), <https://www.ringsidenews.com/outraged-wwe-fans-threaten-use-vpns-ples-move-2999-espn-service/>.

<sup>44</sup> Matt McGloin, *WWE Faces Backlash Over WrestleMania Saudi Arabia Move and ESPN Deal*, COSMIC BOOK NEWS (Sept. 15, 2025), <https://cosmicbook.news/wwe-wrestlemania-saudi-arabia-espn-backlash> (last visited Dec. 31, 2025).

<sup>45</sup> Ankit Singh, *How Much Money Will You Have to Spend to Watch WWE Wrestlepalooza 2025 After the ESPN Deal*, FANDOMWIRE (Sept. 19, 2025), <https://fandomwire.com/how-much-money-will-you-have-to-spend-to-watch-wwe-wrestlepalooza-2025-after-the-espn-deal/>.

44. There was also significant (and reasonable) confusion in the marketplace as to whether ESPN subscribers would have to pay a second time for access to the new service and WWE PLEs.

45. Based on statements by WWE and/or ESPN, which WWE intentionally, knowingly, willfully, and/or recklessly adopted as its own, consumers were deceived and led to believe (reasonably) that, if they already had a subscription to ESPN, they would *not* need to pay any additional amount(s) to access ESPN's DTC Service and to watch WWE PLEs, including, but not limited to Wrestlepalooza. Multiple media outlets reported this understanding (demonstrating, *inter alia*, that it was an objectively reasonable one). For example:

- ***SI.com/CNBC***: “According to a report from CNBC’s Alex Sherman, this ballooning of the price for PLEs is slightly misleading. ‘Viewers who already receive ESPN as part of their existing cable package would likely be able to access the new WWE streaming content without paying the additional \$29.99 monthly fee, similar to how the current ESPN app allows authenticated access.’”<sup>46</sup>
- ***Yardbarker***: “It’s worth noting that if you already have an ESPN package, then the new DTC content will be free of charge.”<sup>47</sup>

<sup>46</sup> Chacon, *supra*, n.42. See also, e.g., Alex Sherman, *CNBC Sport: Why ESPN’s historic streaming launch may actually cost it subscribers*, CNBC (Aug. 21, 2025), [https://www.cnbc.com/2025/08/21/cnbc-sport-why-espns-historic-streaming-launch-may-actually-cost-it-subscribers.html?prefer\\_reader\\_view=1&prefer\\_safari=1&msockid=1db8d62d7f996c2e2ff0c0507e076d19](https://www.cnbc.com/2025/08/21/cnbc-sport-why-espns-historic-streaming-launch-may-actually-cost-it-subscribers.html?prefer_reader_view=1&prefer_safari=1&msockid=1db8d62d7f996c2e2ff0c0507e076d19) (stating that “ESPN is giving away all of its direct-to-consumer bells and whistles as free features to authenticated cable subscribers”).

CNBC’s Alex Sherman also tweeted:

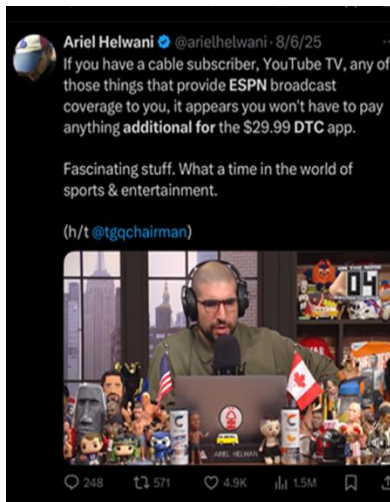


<sup>47</sup> Adam Taylor, *WWE’s latest move risks fan backlash*, YARDBARKER (Aug. 9, 2025), [https://www.yardbarker.com/wrestling/articles/wwes\\_latest\\_move\\_risks\\_fan\\_backlash/s1\\_13132\\_42552909](https://www.yardbarker.com/wrestling/articles/wwes_latest_move_risks_fan_backlash/s1_13132_42552909).

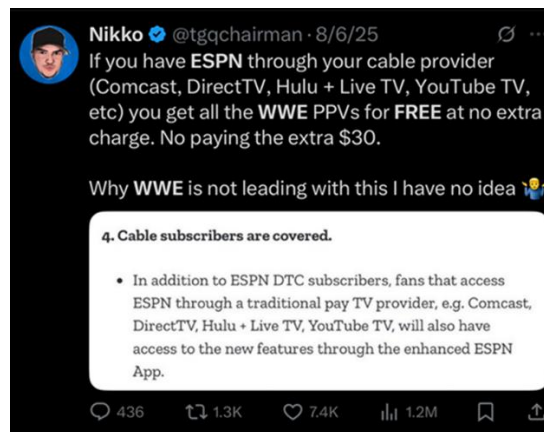
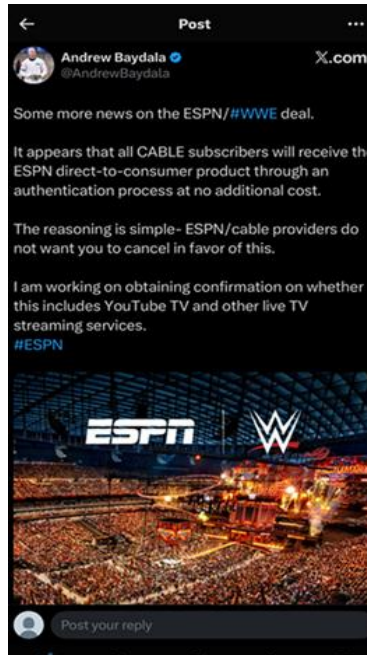


- **Cageside Seats:** “Speaking of ESPN’s TV channels, subscribing to a tier that includes them from your cable or satellite provider will get you free access to the new DTC offering.”<sup>48</sup>

46. In addition, many online wrestling commentators, as well as fans, repeated this understanding on *X* (which was formerly known as *Twitter*):



<sup>48</sup> Sean Rueter, *Much More on WWE’s new PLE deal with ESPN*, CAGESIDE SEATS (Aug. 6, 2025), <https://www.cagesideseats.com/289578/much-more-on-wwes-new-ple-deal-with-espn>. See also, e.g., Justin Hermes, *What We Learned About ESPN’s New Streaming App*, MICKEYBLOG.COM (Aug. 22, 2025), <https://mickeyblog.com/2025/08/22/what-we-learned-about-espn-s-new-streaming-app/> (“Finally, we got some clarity about how the new ESPN app will work for television subscribers. Those who have access to ESPN’s family of networks through their cable subscription will be able to authenticate their subscription through the ESPN App to access their content.”).



47. WWE deliberately, willfully, and/or knowingly allowed that confusion and ubiquitous misunderstanding to run rampant—even up until Wrestlepalooza in September 2025.<sup>49</sup> Well aware that its fans thought<sup>50</sup> that they would be able to access ESPN’s new service for free if they already had subscribed to ESPN,<sup>51</sup> WWE deliberately—and intentionally, willfully, knowingly, and/or recklessly—did nothing—or next to nothing—to rebut that understanding or to clear up any confusion.

48. Accordingly, when many WWE fans—who were lured in by ESPN and WWE’s brazen, material misrepresentations—tried to sign up for the service prior to Wrestlepalooza, they were surprised—and upset—to learn that they would have to have pay \$29.99 per month to watch that PLE:

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<sup>49</sup> See, e.g., Lerner, *supra*, n.34 (“Come Saturday, there will be mass confusion. Unless you’re following the ins and outs of the industry . . . it’s not reasonable to expect people to know which distributors have access to the full version of ESPN’s new app and which do not. How many Comcast subscribers will try and click into Wrestlepalooza this weekend only to learn they have to shell out an additional \$30 to watch? Will ESPN do anything to better inform customers who will and who won’t have access to these WWE PLEs through their pay TV providers?”) (emphasis added); Associated Press, *WWE’s Wrestlepalooza Debuts on ESPN Unlimited, but Which Fans Will Need to Pay Extra?*, U.S. NEWS & WORLD REPORT (Sept. 19, 2025), <https://www.usnews.com/news/entertainment/articles/2025-09-19/wwe-wrestlepalooza-debuts-on-espn-unlimited-but-which-fans-will-need-to-pay-extra> (last visited Dec. 31, 2025) (“WWE’s partnership with ESPN begins Saturday with Wrestlepalooza from Indianapolis. *The biggest question from fans, though, isn’t what the result will be in the mixed tag team match when World Heavyweight Champion Seth Rollins and Women’s Intercontinental Champion Becky Lynch take on CM Punk and AJ Lee. It is if they will be able to see it without paying extra.*”) (emphasis added); Badrose, *ESPN’s WWE WrestlePalooza [sic] Launch Sparks Outrage as Cable Subscribers Locked Out*, WRESTLING ATTITUDE (Sept. 22, 2025), <https://www.wrestlingattitude.com/2025/09/espns-wwe-wrestlepalooza-launch-sparks-outrage-as-cable-subscribers-locked-out.html> (“From the moment viewers tried to log in, *confusion reigned* as ESPN’s new ESPN Unlimited tier—required to stream WWE premium live events—left traditional cable subscribers shut out.”) (emphasis added).

<sup>50</sup> WWE purports to pay attention to its fans. As stated in the “cold open” to Wrestlepalooza, which, upon information and belief, was narrated by Mr. Levesque, WWE (and ESPN) “listened . . . to you”—i.e., the fans—“and that’s how it happens.” *WWE Wrestlepalooza 9/20/25—September 20, 2025*, DAILYMOTION, <https://www.dailymotion.com/video/x9qx5f0> at 4:10-4:22 (last visited Jan. 8, 2026).

<sup>51</sup> According to one report in late September 2025, “WrestlePalooza was meant to kick off WWE’s \$1.6 billion ESPN deal with a bang—but for many fans, it was a disaster from the moment they tried to log in. Now, it’s been confirmed what many suspected all along: ESPN never intended to let traditional cable subscribers watch the show.” Steve Carrier, *Wrestlepalooza Confusion Tied to ESPN’s Push for Hulu + Live TV Users*, RINGSIDE NEWS (Sept. 22, 2025), <https://www.ringsidenews.com/wrestlepalooza-confusion-tied-espns-push-hulu-live-tv-users/>.

“A torrent of anger has erupted after ESPN confirmed that many US viewers will effectively need to pay again to watch WWE’s first ESPN-streamed Premium Live Event (PLE), Wrestle[p]alooza . . .”<sup>52</sup>

49. Lured in by the offer of free access to the new ESPN service and the ability to watch Wrestlepalooza at no additional charge, many WWE fans signed up for the new service (even though they would have to pay for it).<sup>53</sup>

#### IV. THE DECEPTION PAYS OFF

50. There was “a massive spike in signups ahead of Wrestlepalooza[.]”<sup>54</sup>

Dave Meltzer [one of the wrestling industry’s most respected journalists] on Wrestling Observer Radio reported that the ESPN App has gained 2.1 million subscribers within the first month of its launch. Meltzer also noted that the app added 175,000 subscribers during the Wrestlepalooza weekend last month.

In the weekend leading up to the event, the platform gained 80,000 new subscribers, followed by another 50,000 the weekend after Wrestle[p]alooza.

Meltzer pointed out that the fourth weekend after the app’s launch actually saw more new sign-ups than the third, indicating that WWE’s PLEs had a clear positive effect on the App’s subscriber growth. He estimated that between 95,000 and 125,000 people subscribed that weekend specifically for WWE-related content.<sup>55</sup>

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<sup>52</sup> Tanmay Puri, *Outrage as US Fans Told to Pay Twice to Watch WWE WrestlePalooza—Unless You Have One of These 5 Providers*, INTERNATIONAL BUSINESS TIMES (Sept. 18, 2025), <https://www.ibtimes.co.uk/outrage-us-fans-told-pay-twice-watch-wwe-wrestlepalooza-unless-you-have-one-these-5-providers-1744541>. Cf. also, e.g., Justin Hermes, *With Wrestlepalooza Just Days Away, Millions of ESPN TV Subscribers Still Can’t Access the App*, MICKEY BLOG.COM (Sept. 16, 2025), <https://mickeyblog.com/2025/09/16/with-wrestlepalooza-just-days-away-millions-of-espn-tv-subscribers-still-cant-access-the-app/> (“When ESPN launched its new streaming platform last month, the Worldwide Leader promised that the direct-to-consumer product would be available to both new streaming subscribers and those who had ESPN as part of their linear television package. . . . Unfortunately, in the lead-up to Wrestlepalooza, ESPN has yet to make good on its promise. . . . That means, WWE fans who want to watch Wrestlepalooza will need to subscribe separately to ESPN’s streaming app (for \$30 a month) to watch the big event. This is true even if they already pay for ESPN through cable.”).

<sup>53</sup> Upon information and belief, an individual’s subscription to the DTC Service automatically renews on each billing date.

<sup>54</sup> Bill Pritchard, *WWE Wrestlepalooza Results in Massive Spike in ESPN Subscribers*, WRESTLE ZONE (Oct. 23, 2025), <https://www.wrestlezone.com/news/1586192-wwe-wrestlepalooza-massive-spike-in-espn-subscribers>.

<sup>55</sup> Abhijit Singh, *How many subscribers did ESPN gain after WWE Wrestlepalooza—Report*, KHEL NOW (Oct. 23, 2025), [https://khelnow.com/wwe/how-many-subscribers-espn-gain-after-wwe-wrestlepalooza-report-202510#google\\_vignette](https://khelnow.com/wwe/how-many-subscribers-espn-gain-after-wwe-wrestlepalooza-report-202510#google_vignette). See also Matthew Keys, *Antenna: Weekend sports boost adoption of Fox One, ESPN Unlimited*, THE DESK.NET (Oct. 20, 2025), <https://thedesk.net/2025/10/antenna-data-fox-one-espn-unlimited/> (“ESPN Unlimited saw more than 2 million new subscribers during its first 30 days on the market . . . Antenna said.”); Josh Coulson, *ESPN Responds To Claims Its WWE Deal Hasn’t Pulled In As Many Subscribers As It Hoped*, THE SPORTSTER (Oct. 23, 2025), <https://www.thesportster.com/wwe-espn-deal-not-attracting-enough-subscribers/>

## V. PLAINTIFFS' EXPERIENCES

51. Since at least June 2011, and at all relevant times, Mr. Diesa has subscribed to Xfinity. Currently, he pays Xfinity (approximately) \$115.75 per month for his cable-television package, which includes ESPN.

52. On or about August 22, 2025, Mr. Diesa signed up for ESPN's DTC Service so that his nine-year-old son could watch WWE PLEs. He did so by upgrading his *Disney+* Plan to the "Disney+, Hulu, ESPN Unlimited Bundle Premium" plan, which includes that new service, at the special "promotion price" (capitalization omitted) of \$38.99 per month. After the promotion period ends, that cost will increase to \$44.99 per month.

53. Mr. Diesa initially was charged "a prorated fee for the remainder of [his] current billing cycle," which he paid. Since then, he has been charged and paid the full monthly fee multiple times. That fee is greater than that which he paid prior to upgrading.

54. Mr. Diesa—and his son—watched *Wrestlepalooza*. They also watched *Survivor Series*, which aired on the new DTC service in November 2025.

55. Mr. Diesa continues to subscribe to and pay for the new DTC Service.

56. As of September 2025, Ms. Toback subscribed to YouTube TV. At that time, she was paying \$82.99 monthly for that service's "Base Plan," which includes ESPN.<sup>56</sup>

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("[A]ccording to Dave Meltzer . . . *Wrestlepalooza*, the first WWE PLE to air live on ESPN since the move, brought in between 100,000 and 125,000 new subscribers. While that might sound like a lot of people, it's a little more than \$3 million. That becomes \$36 million in a year if that pace is kept up for a deal that has cost ESPN \$325 million.") (emphasis added). *Cf. also Netflix and Amazon Subscribers Stick Around the Longest, While This Service Has the Least Loyal Customers*, PARKS ASSOCIATES (Nov. 13 2023), <https://www.parksassociates.com/blogs/in-the-news/netflix-and-amazon-subscribers-stick-around-the-longest-while-this-service-has-the-least-loyal-customers> (showing that streaming service subscribers, on average, stay with a service for months, if not years).

<sup>56</sup> See, e.g., YouTube TV, <https://tv.youtube.com/welcome/#zip-lookup> (last visited Jan. 7, 2026) ("YouTube TV is cable reimaged. We are a subscription streaming service that lets you watch live and on-demand TV from major broadcast and popular cable networks like ABC, CBS, NBC, *ESPN*, AMC, HGTV, TNT, and more. That's 100+ channels of local and national live sports, breaking news, and must-see shows the moment they air, all *included in our Base Plan*."). (emphasis added).

57. On or about September 20, 2025, Ms. Toback signed up for ESPN's DTC Service at the cost of \$29.99 per month. After the promotional period ends, that cost would increase to \$35.99 per month.

58. ESPN charged Ms. Toback "a prorated fee for the remainder of [her] current billing cycle," which she paid.

59. Ms. Toback watched Wrestlepalooza. Some time after watching that PLE, she cancelled her subscription to the new DTC Service.

### **CLASS ACTION ALLEGATIONS**

60. Plaintiffs bring this case individually and, pursuant to Federal Rule of Civil Procedure 23, on behalf of a class that includes:

All individuals located throughout the United States and its territories who subscribed to ESPN's new DTC Service between August 6, 2025 and September 20, 2025, and paid a monthly fee(s) (or any portion thereof) for the subscription, even though they were already ESPN subscribers via another provider(s) or means (the "Class").

61. Specifically excluded from the Class are (a) WWE, TKO, Disney, ESPN, and Hulu; (b) any of their parents, subsidiaries, affiliates, divisions, predecessors, successors, or any other entities they legally control; and (c) each of their officers, directors, members, agents, trustees, employees, principals, servants, partners, or representatives, as well as each of their parents, spouses, children, trusts, heirs, successors, and assigns.<sup>57</sup>

62. Subject to additional information obtained through further investigation and discovery, Plaintiffs reserve the right to amend, narrow, or expand the class definition(s).

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<sup>57</sup> By definition, this Class does *not* include any individuals who signed up for the DTC Service while already having ESPN through DirecTV, Fubo TV, Hulu + Live TV, Spectrum, and/or Verizon FIOS. For the avoidance of any doubt, these individuals are nevertheless also explicitly excluded from the Class.

63. **Numerosity:** The Class is so numerous that joinder of all members is impracticable. Although the precise number of Class members is unknown to Plaintiffs, publicly available reports suggest approximately 2.1 million people subscribed to ESPN's new DTC Service in its first month of existence and that approximately 175,000 individuals subscribed to the service during the weekend of Wrestlepalooza alone.<sup>58</sup> The names and addresses of all such individuals are known to ESPN (and/or WWE) and can be identified by WWE through (at a minimum) the records of its partner and co-conspirator, ESPN. Class members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. Mail, electronic mail, Internet postings, and/or published notice.

64. **Commonality:** There are questions of law and fact common to the members of the Class including, without limitation:

- a. When launching and promoting ESPN's new DTC Service, did WWE engage in any unfair method(s) of competition and/or unfair or deceptive act(s) or practice(s)?
- b. Did WWE and ESPN combine and/or join together to perform an unlawful act(s)?
- c. Did WWE take any overt act(s) pursuant to and/or in furtherance of its scheme/agreement with ESPN and/or the objective thereof?
- d. When launching and promoting its new DTC Service, did ESPN engage in any unfair method(s) of competition and/or unfair or deceptive act(s) or practice(s)?
- e. Was WWE generally aware of its role as part of illegal and/or tortious activity?
- f. Has WWE, through its actions and omissions, assisted ESPN and ESPN's violation of the law?

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<sup>58</sup> See *supra* at ¶50 & n.55. While likely not all of those individuals would have been pre-existing ESPN subscribers, a large majority of them likely would have been. ESPN already had a massive number of subscribers. As of September 2021, for example, ESPN had 76 million domestic subscribers, "as estimated by Nielsen Media Research." The Walt Disney Company, Form 10-K (Oct. 2, 2021), <https://thewaltdisneycompany.com/app/uploads/2022/01/2021-Annual-Report.pdf> at 5 (footnote omitted).



In addition, common questions include ones concerning (i) the amount of damages and other relief to be awarded to Plaintiffs and the Class members, and (ii) whether class-wide injunctive relief is necessary to prevent future harm to Plaintiffs and the Class members.

65. **Typicality:** Plaintiffs' claims are typical of the claims of the members of the Class. Plaintiffs and the other Class members each paid for a subscription to ESPN's new DTC Service between August 6 and September 20, even though each of them already had a subscription to ESPN, and suffered economic injury as a result.

66. **Adequacy of Representation:** Plaintiffs are adequate class representatives because (i) their interests do not conflict with the interests of the other Class members whom they seek to represent; (ii) they have retained competent counsel who are experienced in complex class action litigation; and (iii) they intend to prosecute this action vigorously. The Class members' interests will be fairly and adequately protected by Plaintiffs and their counsel.

67. **Predominance:** Common questions of law and fact predominate over any questions affecting only individual Class members. Similar or identical violations, business practices, and injuries are involved. Individual questions, if any, pale by comparison, in both quality and quantity, to the numerous common questions that dominate this action. For example, WWE's liability and any, if any, statutory damages are common to Plaintiffs and each member of the Class.

68. **Superiority:** A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The damages or other financial detriment suffered by Plaintiffs and the other Class members are relatively small, making it impracticable for any Class Member to bear the burden and expense required to individually prosecute claims against WWE.



Even if Class members could afford individual litigation, the court system could not. Individual litigation creates a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties and provides the benefits of a single adjudication, economies of scale, and comprehensive supervision by a single court.

69. **Ascertainability:** Members of the Class are ascertainable. Class membership is defined using objective criteria, and Class members may be readily identified through WWE's books and records and/or those of its partner and co-conspirator, ESPN.

**COUNT I:  
VIOLATION OF CUTPA**

70. Paragraphs 1-69 above are incorporated by reference as though fully set forth herein.

71. In Connecticut, “[n]o person shall engage in unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.”<sup>59</sup>

72. “Any person who suffers any ascertainable loss of money or property, real or personal, as a result of the use or employment of a method, act or practice prohibited by [CUTPA], may bring an action in the judicial district in which the plaintiff or defendant resides or has his principal place of business or is doing business, to recover actual damages.”<sup>60</sup>

73. By, *inter alia*, promoting the sale of ESPN's new DTC Service and distributing PLEs via that service, Defendant is engaging in “trade” and/or “commerce” in Connecticut.<sup>61</sup>

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<sup>59</sup> Conn. Gen. Stat. §42-110b(a).

<sup>60</sup> Conn. Gen. Stat. §42-110g(a).

<sup>61</sup> See Conn. Gen. Stat. §42-110a(4) (“‘Trade’ and ‘commerce’ means the advertising, the sale or rent or lease, the offering for sale or rent or lease, or the distribution of any services and any property, tangible or intangible, real, personal or mixed, and any other article, commodity, or thing of value in this state.”).

74. By, *inter alia*, doing so in an unlawful, unfair, oppressive, unscrupulous, unethical, and/or immoral manner, Defendant is engaging in an unfair method(s) of competition and/or an unfair and/or a deceptive act(s) and/or practice(s).<sup>62</sup> Defendant’s practices were actually deceptive and also offend the public policy of Connecticut, including, but not limited to, the state’s policies of promoting honest advertising, eliminating deceptive marketing practices, and ensuring transparency in pricing.<sup>63</sup>

75. Defendant’s actions, acts, omissions, and practices—individually and collectively—have been performed intentionally, knowingly, willfully, and/or recklessly.

76. As a result of Defendant’s unlawful practices and conduct, Plaintiffs and each Class member have suffered a substantial injury and an ascertainable (i.e., quantifiable or measurable) loss—that is, at a minimum, the additional amount(s) that they were required to pay to access the new ESPN DTC Service and WWE PLEs.

77. Relevant violations, injuries, harms, and damages are continuing, on-going, and/or increasing.<sup>64</sup>

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<sup>62</sup> Plaintiffs allege, “in essence, a type of ‘bait and switch’ advertising. In such a scheme, one of the dangers is that the consumer will rely on the deceptive advertising to decide to buy merchandise. Then, when the deception is revealed, the consumer, now invested in the decision to buy and swept up in the momentum of events, nonetheless buys at the inflated price, despite his or her better judgment.” *Veera v. Banana Repub. LLC*, 6 Cal. App. 5th 907, 921 (Cal. Ct. App. 2017) (citations omitted). *Cf. also, e.g.*, Federal Trade Comm’n, Trade Regulation Rule on Unfair or Deceptive Fees, 16 CFR Part 464, 88 FR 77420-01, 77432, 2023 WL 7386022 (Nov. 9, 2023) (“Pricing structures that do not initially disclose the total cost of a good or service are deceptive even if the total cost is disclosed at some point during the transaction. *It has long been the [U.S. Federal Trade Commission’s] position that misleading door openers are deceptive.*”) (emphasis added); Conn. Gen. Stat. §42-110b(b) (“It is the intent of the legislature that in construing subsection (a) of this section, the commissioner and the courts of this state shall be guided by interpretations given by the Federal Trade Commission . . .”).

<sup>63</sup> For the avoidance of any doubt, to succeed on their CUTPA claim(s), Plaintiffs “‘need not prove [and therefore need not plead] reliance or that the representation became part of the basis of the bargain.’” *Edwards v. North Am. Power & Gas, LLC*, 120 F. Supp. 3d 132, 142 (D. Conn, 2016) (quoting *Hinchliffe v. Am. Motors Corp.*, 440 A.2d 810, 816-17 (Conn. 1981)).

<sup>64</sup> In fact, WWE and ESPN have continued to deceptively market the new DTC Service and the WWE PLEs. For example, WWE has continued to promote the availability of its PLEs on ESPN generally—without any qualification, clarification, explanation, or context. On November 17, 2025, during his much-hyped farewell appearance on “Raw,” Mr. Cena told the fans watching in person in the arena and around the world on Netflix that he

**COUNT II:  
CIVIL CONSPIRACY  
(CONSPIRACY TO VIOLATE CUTPA)**

78. Paragraphs 1-77 above are incorporated by reference as though fully set forth herein.

79. As set forth above, WWE *and* ESPN, which also engaged in trade and commerce in Connecticut, have violated CUTPA.

80. WWE knew about, joined in, and furthered the commission of ESPN's injury-producing actions. Like WWE, ESPN has intentionally, knowingly, willfully, and/or recklessly engaged in an unfair method(s) of competition and/or an unfair and/or a deceptive act(s) and/or practice(s); acted in an unlawful, unfair, oppressive, unscrupulous, unethical, and/or immoral manner; and engaged in practices that were actually deceptive and/or offended the public policy of Connecticut.

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would defend his Intercontinental Championship against Dominik Mysterio "*at Survivor Series on ESPN*" (emphasis added).

In addition, WWE and ESPN have continued to confuse and mislead consumers by telling them that WWE PLEs are available on the "ESPN app" *without* differentiating the "ESPN app" from the new DTC Service (if there is even any difference). *See also supra* at ¶18. During a recent appearance by Mr. Mysterio on "First Take," ESPN displayed a banner at the bottom of the screen that said that "*Survivor Series will be live on ESPN app on Nov. 29*" (emphasis in original):



81. WWE and ESPN formed a combination and joined together (i.e., conspired) to do and perform an unlawful act(s)—i.e., an act(s) contrary to law.

82. As did ESPN, WWE performed numerous overt acts pursuant to the scheme and/or in furtherance of the objective thereof, including, but not limited to, issuing the joint press releases, promoting the new ESPN DTC Service, and scheduling Wrestlepalooza.

83. As a result of WWE's (and ESPN's) actions (which were committed pursuant to their conspiracy), Plaintiffs and the Class members have been harmed, damaged, and/or injured. At a minimum, they improperly have been made to pay an additional amount(s) to access the new ESPN DTC Service and WWE PLEs.

84. Relevant violations, injuries, harms, and damages are continuing, on-going, and/or increasing.

**COUNT III:**  
**AIDING AND ABETTING VIOLATION OF CUTPA**

85. Paragraphs 1-84 above are incorporated by reference as though fully set forth herein.

86. Alternatively, if not deemed a co-conspirator, WWE has aided and abetted ESPN's violation of CUTPA. ESPN has committed a wrongful, injury-causing act(s).

87. Like WWE, ESPN—which also engaged in trade and commerce in Connecticut—has intentionally, knowingly, willfully, and/or recklessly engaged in an unfair method(s) of competition and/or an unfair and/or deceptive act(s) and/or practice(s); acted in an unlawful, unfair, oppressive, unscrupulous, unethical, and/or immoral manner; and engaged in practices that were actually deceptive and/or offended the public policy of Connecticut.

88. WWE has provided assistance to ESPN in its illegal and/or tortious activity.

89. At all relevant times—including at all times that it has assisted ESPN—WWE has been—and continues to be—at least generally aware of its role as part of illegal and/or tortious activity.

90. Through its actions and omissions, WWE has knowingly and/or recklessly—and substantially—assisted ESPN and ESPN’s violation(s) of the law.

91. WWE’s assistance in ESPN’s violation of CUTPA has caused harm to Plaintiffs and the Class members. At a minimum, they improperly have been made to pay an additional amount(s) to access the new ESPN DTC Service and WWE PLEs.

92. Relevant violations, injuries, harms, and damages are continuing, on-going, and/or increasing.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs and the Class members, through counsel, request judgment against WWE as follows:

1. an award of actual, compensatory, and/or consequential damages;
2. alternatively, an award of nominal damages (if and as necessary);
3. an award of statutory damages (if and as permitted by law);
4. an award of punitive damages (pursuant to Conn. Gen. Stat. §42-110g(a) and/or as otherwise permitted by law);
5. an award of reasonable attorneys’ fees and expenses incurred in connection with this action (pursuant to Conn. Gen. Stat. §42-110g(d) and/or as otherwise permitted by law);
6. an award of the costs of this action (pursuant to Conn. Gen. Stat. §42-110g(d) and/or as otherwise permitted by law);
7. any injunctive relief necessary to preclude WWE from (a) continuing to violate CUTPA, (b) conspiring with ESPN to violate CUTPA, and/or (c) aiding and/or abetting ESPN in its violation(s) of CUTPA; and/or

8. any other legal or equitable relief as the Court deems appropriate.

### **JURY TRIAL DEMAND**

Plaintiffs and the Class members request a jury trial with respect to each of the claims alleged herein so triable.

Dated: January 8, 2026

Respectfully Submitted,

/s/ Joseph P. Guglielmo

Joseph P Guglielmo

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