

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

OLIVER LUCK

Plaintiff

v.

VINCENT K. MCMAHON

Defendant.

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CIVIL NO. _____

APRIL 16, 2020

COMPLAINT

Plaintiff, Oliver Luck, by and through his undersigned attorneys, as and for his Complaint against Defendant, Vincent K. McMahon (“Defendant” or “McMahon”), hereby alleges as follows, based on knowledge of his own actions, and on information and belief as to all other matters:

I. INTRODUCTION

1. This lawsuit concerns Defendant’s breach of guaranty [REDACTED] of Mr. Luck’s [REDACTED] as Commissioner and CEO of the XFL, a professional football league. Despite fulfilling his obligations as Commissioner and CEO since May 30, 2018, Mr. Luck was wrongfully terminated by Alpha Entertainment LLC (“Alpha”), an affiliate of Defendant, on April 9, 2020.¹ Thus, Alpha has repudiated Mr. Luck’s employment agreement. Mr. Luck brings this action for breach of contract and declaratory judgment against McMahon, [REDACTED]

¹ Moreover, on April 13, 2020, Alpha filed its petition for Chapter 11 bankruptcy protection in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), Case No. 20-10940 (LSS). At the same time, Alpha filed its Eleventh Omnibus Motion for Entry of an Order Authorizing the Debtor to Reject Certain Executive Contracts Effective at the Petition Date, by which Alpha seeks an order of the Bankruptcy Court authorizing it to reject, *inter alia*, the Employment Contract (as defined below) under 11 U.S.C. § 365(a), effective as of the date of the filing of the bankruptcy on April 13, 2020. (*In re Alpha Entertainment LLC*, Case No. 20-10940, ECF No. 22 (Bankr. D. Del.)). Under 11 U.S.C. § 365(g)(1), the rejection of an executory contract “constitutes a breach of such contract . . . immediately before the date of the filing of the petition.” In this lawsuit, Plaintiff does *not* seek any relief, recovery or judgment against Alpha.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

II. THE PARTIES

- 2. Plaintiff, Oliver Luck, is a citizen of Indiana.
- 3. Defendant, Vincent K. McMahon, is a citizen of Connecticut.

III. JURISDICTION AND VENUE

4. This Court has diversity jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1332(a)(2) because the parties are citizens of different states and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

5. Venue is proper in the District of Connecticut pursuant to 28 U.S.C. §1391(b) because McMahon, the only defendant, resides in this judicial district. Additionally, Mr. Luck performed a substantial part of his employment obligations, and McMahon breached his obligations, in this judicial district. Thus, venue is also proper in the District of Connecticut pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events giving rise to the claims asserted occurred in this judicial district.

IV. BACKGROUND FACTS

6. Mr. Luck agreed to be the Commissioner and CEO for the new professional football league known as the XFL. On May 30, 2018, Mr. Luck entered into the Contract for Employment as Commissioner and CEO (the “Employment Contract”). *See* Employment Contract, attached hereto as Exhibit 1.

7. McMahan is the controlling owner of Alpha. [REDACTED]

[REDACTED]

8. The Employment Contract is further governed by the Confidentiality, Non-Solicitation and Non-Competition Agreement dated May 30, 2018. *See* Ex. 1 at Exhibit B (the “CNNA”). Consequently, as a precaution, Mr. Luck files under seal all exhibits hereto with his contemporaneously filed Motion to Seal Portions of Complaint and Exhibits 1-3 to Complaint and Memorandum of Law in Support thereof. D. CONN. L. CIV. R. 5(e). [REDACTED]

[REDACTED]

9. [REDACTED]

[REDACTED]

10. [REDACTED]

[REDACTED]

[REDACTED]. Mr. Luck wholly disputes and rejects the allegations set forth in the Termination Letter and contends they are pretextual and devoid of merit. [REDACTED]

[REDACTED]

11. [REDACTED] McMahan has failed to perform his duties under the Guaranty

[REDACTED]

[REDACTED]
[REDACTED] Accordingly, [REDACTED]

are now due and owing to Mr. Luck by McMahon.

V. CLAIMS FOR RELIEF

COUNT ONE - BREACH OF CONTRACT

12. Plaintiff incorporates herein by reference all preceding paragraphs.

13. Because Alpha wrongfully terminated and repudiated the Employment Contract without cause, [REDACTED] now immediately due and payable to Mr. Luck.

14. McMahon has breached his obligations under the Guaranty by failing [REDACTED]
[REDACTED]

15. As a result, Mr. Luck has suffered damages in an amount exceeding the minimum jurisdictional amounts of this Court.

COUNT TWO - DECLARATORY JUDGMENT

16. Plaintiff incorporates herein by reference all preceding paragraphs.

17. In accordance with 28 U.S.C. § 2201, an actual controversy exists between Mr. Luck and McMahon.

18. Mr. Luck seeks, and is entitled to, a declaration that McMahon's obligations under the Guaranty are [REDACTED]
[REDACTED]

19. Further, Mr. Luck seeks and is entitled to, a declaration that McMahon [REDACTED]
[REDACTED]

PRAYER FOR RELIEF

WHEREFORE, based on McMahon's conduct complained of herein, Mr. Luck asks that this Court enter judgment in Mr. Luck's favor, and against McMahon, and award to Mr. Luck:

- a. Actual damages;
- b. Reasonable attorneys' fees, expenses, and costs of court;
- c. All pre- and post-judgment interest as allowed by law at the highest rate allowed by law, including interest pursuant to Conn. Gen. Stat. § 37-3a; and
- d. Declaratory Judgment as set forth above.

Mr. Luck further prays for all other relief to which he may be entitled.

DEMAND FOR JURY TRIAL

Mr. Luck requests a trial by jury for all issues so triable pursuant to FED. R. CIV. P. 38(b) and 38(c).

PLAINTIFF OLIVER LUCK

/s/ Andrew M. Zeitlin

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AND (PRO HAC VICE APPLICATIONS PENDING)

/s/ Paul J. Dobrowski

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