

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
24CV019758-590

GUENTHER STEINER,

Plaintiff,

vs.

HAAS FORMULA, LLC,

Defendant.

**COMPLAINT**

Plaintiff Guenther Steiner (“Mr. Steiner”), complaining of Defendant Haas Formula LLC (“Defendant” or “Haas F1”), through counsel, alleges and says:

**NATURE OF THE DISPUTE**

1. The popularity of Formula One in America is rapidly growing, and Haas F1 has grown with it. But neither Haas F1 nor Formula One would exist in the modern United States if not for Guenther Steiner, who spearheaded the formation of the first U.S.-based Formula One team since the 1980s. Mr. Steiner was hired by Haas Formula, LLC to help Mr. Steiner create what would become Haas’ namesake Formula One team. With decades in motorsport and connections throughout the Formula One circuit, Mr. Steiner brought instant credibility to Haas F1 as Team Principal. When Netflix’s award-winning series *Drive to Survive* debuted, Mr. Steiner’s notoriety and personality quickly propelled Haas F1 to fan-favorites in the series, and in the process, transformed Haas F1 from an upstart racing team to a formidable brand on the F1 circuit.

Mr. Steiner’s connections within Formula One came with its own advantages for Haas F1. This included a relationship with world-renowned [REDACTED] with which Mr. Steiner had close

connections and influence. With Mr. Steiner's help, Haas F1 earned ██████████ by ██████████ in 2020 and another in 2022, both of which provided Haas F1 with invaluable institutional knowledge and additional credibility within the circuit. For this, Mr. Steiner's Employment Agreement with Haas F1 is clear that he is owed commissions on the ██████████ ██████████, as well as all other ██████████ held by Haas F1 since 2021.

Despite all of this, Haas F1 chose not to renew Mr. Steiner's Employment Agreement. This was its right. But Haas F1 has done what it has no right to do and refused to pay Mr. Steiner ██████████ owed under his Employment Agreement. To avoid its obligations to Mr. Steiner, Haas F1 now claims that some of its ██████████—most notably, ██████████—are not ██████████ at all. But after years of accepting the benefits of Mr. Steiner's reputation, experience, and deep connections within the sport, Haas F1 cannot withhold from Mr. Steiner the benefits *he* has earned. From 2021 through 2023, Haas F1 enjoyed ██████████ ██████████ of dollars in ██████████. Mr. Steiner now brings this suit to hold Haas F1 to its commitments to him for the ██████████ he is contractually owed under his Employment Agreement—██████████—for 2021 through 2023.

#### **PARTIES AND JURISDICTION**

2. Plaintiff Guenther Steiner is a citizen and resident of Mooresville, North Carolina.
3. Defendant Haas Formula LLC is a North Carolina limited liability company with its principal place of business in Kannapolis, North Carolina.
4. Subject matter jurisdiction, personal jurisdiction, and venue are proper in Mecklenburg County, North Carolina. Pursuant to Mr. Steiner's Employment Agreement, he and Haas F1 agreed to litigate all disputes in Mecklenburg County, North Carolina. *See* (Employment Agreement, § 12). A true and correct copy of Mr. Steiner's Employment Agreement is attached hereto as **Exhibit A**.

5. Specifically, under the Employment Agreement, Haas F1 agreed to “**SUBMIT[ ] TO THE SOLE AND EXCLUSIVE JURISDICTION**” of “**ANY STATE OR FEDERAL COURT IN THE STATE OF NORTH CAROLINA, MECKLENBURG COUNTY.**” Haas F1 has thus waived all objections to personal jurisdiction and venue in this matter.

6. Jurisdiction in the Superior Court Division is appropriate as the amount in controversy exceeds \$25,000.

### FACTS

#### *A. Mr. Steiner’s History in Formula One Racing*

7. Mr. Steiner has a legendary career in motorsports.

8. Born in Merano, Italy in 1965, he started his career over thirty-five years ago as a rally race mechanic with Mazda Rally Team Europe.

9. Mr. Steiner remained in rally racing throughout the 1980s and ‘90s, serving in various roles.

10. Then, in 2001, legendary Formula One driver and three-time world champion, Niki Lauda, persuaded Mr. Steiner to join Jaguar Racing as its managing director.

11. In 2005, Mr. Steiner was recruited by Red Bull Racing to be the technical operations director for Red Bull’s Formula One team. The foundation laid by Mr. Steiner with Red Bull led to Red Bull establishing itself as a consistent winner and force in Formula One.

12. In 2006, Red Bull sought to launch a NASCAR Cup Series team in North Carolina. It tabbed Mr. Steiner to build the team from the ground up. Mr. Steiner took on the task, built the team, and remained with Team Red Bull until 2008.

13. But Mr. Steiner wanted to return to Formula One, and his vision was to build an American Formula One team.

14. The last American-based team in Formula One was the Haas Lola team in 1985 and 1986, owned by McLaren's Teddy Mayer and Carl Haas.

15. In 2014, Mr. Steiner set his sights on making his vision a reality, creating a new American team that would compete and prosper in Formula One.

**B. Mr. Steiner Organizes a Formula 1 Team that Becomes Haas Formula LLC**

16. Beginning in 2014, Mr. Steiner worked tirelessly to build the team from the ground-up. He handled everything: identifying sources of parts and supplies, recruiting crew members and engineers, evaluating potential team headquarter sites, and recruiting initial sponsors.

17. Mr. Steiner also recruited potential owners, and eventually found one in Gene Haas ("Mr. Haas"), co-owner of NASCAR's Stewart-Haas Racing, who was looking to expand into Formula One.

18. To begin developing team infrastructure, and most importantly its first car for competition, Mr. Steiner tapped into his vast network within Formula One to secure the resources Haas F1 needed to maximize the team's competitiveness and financial viability while in its infancy.

19. For its debut 2016 season, Mr. Steiner sought to minimize cost and maximize effectiveness of the car put into competition. In a sport known for the complexities and expense in operating successful racing teams, this was critical for the upstart Haas F1. Mr. Steiner's creativity and the strategies he and Haas F1 used to accomplish that goal allowed Haas F1 to save substantial cost, time, and manpower in car development for that inaugural season, and beyond.

**C. Mr. Steiner's Employment with Haas F1**

20. Beginning in 2014, Mr. Steiner served as Team Principal for Haas F1 pursuant to a series of substantially similar, if not nearly identical, employment agreements.

21. The term of his first employment agreement, after Haas F1 elected to invoke the optional one-year extension period, ran from April 10, 2014, through November 30, 2018. It provided compensation in the form of [REDACTED].

22. The term of Mr. Steiner's second employment agreement ran from January 1, 2018, through December 30, 2020. Similarly, it provided compensation in the form of [REDACTED]

23. The term of Mr. Steiner's third Employment Agreement, attached hereto as Exhibit A, ran from January 1, 2021, through December 31, 2023. This Employment Agreement would be his last with Haas F1.

24. Like his previous agreements, Mr. Steiner's third Employment Agreement, attached as Exhibit A, provided for [REDACTED]. However, it also included [REDACTED] to Mr. Steiner for all [REDACTED] received by Haas F1, excluding [REDACTED] revenue from "Haas Automation" or "Affiliates". See (Emp. Agrt., § 3(b)).<sup>1</sup>

25. The reason for this change was simple: in 2020, during the COVID-19 pandemic, [REDACTED]  
[REDACTED]  
[REDACTED] and in exchange, Haas F1 would pay him [REDACTED] for all team [REDACTED]. The parties

---

<sup>1</sup> Though capitalized, neither "Haas Automation" nor Haas "Affiliates" is defined in the Employment Agreement.

agreed to this arrangement, and memorialized it in Mr. Steiner's third Employment Agreement (Exhibit A). And the arrangement worked, as the race team still exists and competes to this day.

26. Specifically, the Employment Agreement provides for a [REDACTED] as follows:

- [REDACTED], excluding Haas Automation and Affiliates.
- Annual payout will be in January of the following year
- At the time of termination not for cause, we will pay [REDACTED] as follows:
  - All [REDACTED] for the existing year by 12/31
  - [REDACTED] only for the following year for [REDACTED] prior to termination
  - If employee quits or is terminated for cause, then [REDACTED]
  - If [Haas F1], in its sole discretion, elects to accept [REDACTED] the value assigned to such [REDACTED] for purposes of calculating [REDACTED]. The company in its sole discretion will determine the value on in-kind [REDACTED].

(Emp. Agrt., § 3(b)).

27. Under the Employment Agreement, "[REDACTED]" includes all [REDACTED] to Haas F1 except [REDACTED] by "Haas Automation" and Haas "Affiliates". See (Emp. Agrt., § 3(b)). Thus, [REDACTED] by Haas F1 for its Formula One Team is [REDACTED].

**D. Haas F1 Team Performance 2016-2022.**

28. Under Steiner's leadership, Haas F1 had early success. In its opening season in 2016, Haas F1 placed sixth—and thus earned points—in the team's debut at the Australian Grand Prix.

29. The team would finish eighth in its first season in the Constructors' Championship standings and saw similar results in 2017.

30. With a respectable foundation off which to build, the team entered 2018 with loftier goals. The team's two drivers, Kevin Magnussen and Romain Grosjean, qualified sixth and seventh at the 2018 opener at the Australian Grand Prix.

31. That year, Haas F1—and particularly, Mr. Steiner—were also featured in Netflix's hit documentary series, *Formula One: Drive to Survive*. As a result, although he was already a household name for seasoned motorsport enthusiasts, Mr. Steiner quickly rose to prominence amongst new and casual fans.

32. The team finished fifth in the Constructors' Cup in 2018, its highest season-ending finish to date, and earned pole position at the 2022 Sao Paulo Grand Prix.

33. With Mr. Steiner as Team Principal, Haas F1 finished in the top 10 of the Formula One Constructor's Cup standings each year from 2018 through 2022.

**E. Haas F1 Terminates Mr. Steiner's Employment in Late December 2023.**

34. On December 28, 2023, Mr. Haas and Mr. Steiner spoke on the phone. On December 31, 2023, the term of Mr. Steiner's Employment Agreement ran, and he was not renewed.

35. Mr. Steiner's Employment Agreement defines "Termination with Cause" as follows:

Termination with Cause. Termination of this Agreement by the Company pursuant to **Sections 2, 4(a) or 4(b)** shall deemed "***termination with cause***". Upon any such termination with cause, the Company will promptly pay the Employee the Base Salary and any other compensation that has been earned through the date of termination. The Company will not be obligated to make any further payments to the Employee in the event of any such termination with cause.

(Emp. Agrt., § 4(c)) (bold and italics in original).

36. Section 4(a) of the Employment Agreement states that the agreement terminates upon the earlier of (i) expiration of the term or (ii) Mr. Steiner’s death. (Emp. Agrt., § 4(a)). Thus, the simple end of the Employment Agreement is considered a “termination with cause” even though no “cause” for termination exists in the common understanding of that term.

37. Haas F1’s non-renewal of Mr. Steiner’s Employment Agreement constitutes a “termination with cause” under the Employment Agreement, for which Mr. Steiner is entitled to all “Base Salary and any other compensation that has been earned through the date of termination,” which includes commissions earned through December 31, 2023.

38. Section 11 of the Employment Agreement includes a merger clause, and explicitly states:

[T]his agreement contains the entire agreement of the parties, supersedes all prior oral or written agreements between the parties hereto regarding the subject matter hereof (including, without limitation, the Employment Agreements between the parties dated April 10, 2014 and January 1, 2018, which are specifically intended to be superseded and replaced in their entirety by this Agreement as of the Start Date set forth above), and may only be changed by written agreement signed by each party hereto.

(Emp. Agrt., § 11).

**F. Haas F1 Owes Commissions to Mr. Steiner for 2021, 2022, and 2023.**

39. Mr. Steiner’s Employment Agreement provide that he would be paid [REDACTED] by the end of January following the year in which they were earned. See (Emp. Agrt., § 3(b)).

40. For example, on January 30, 2024, Haas F1 paid Mr. Steiner the following [REDACTED] owed for 2023:

[REDACTED]	Full Year [REDACTED] (USD)	[REDACTED] Due (USD)
[REDACTED]	[REDACTED]	[REDACTED]



[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
<b>Total</b>	[REDACTED]	[REDACTED]

41. But while Haas F1 paid [REDACTED] that were owed to Mr. Steiner, [REDACTED] [REDACTED] that Mr. Steiner earned in 2023.

42. In addition, while Haas F1 similarly paid [REDACTED] by the end of January 2022 for 2021, and by the end of January 2023 for 2022, it failed and has refused to pay [REDACTED] owed to him for those years.

43. Consequently, Mr. Steiner seeks payment for [REDACTED] under the Employment Agreement for years 2021, 2022, and 2023.

**The First [REDACTED] Agreement**

44. Given his decades in motorsport, and particularly Formula One, Mr. Steiner has developed numerous influential relationships. One of those is with [REDACTED], who [REDACTED] [REDACTED]. In fact, Haas F1's relationship with [REDACTED].

45. In 2020, [REDACTED] [REDACTED]

46. Under the [REDACTED] [REDACTED] Pursuant to Mr. Steiner's

Employment Agreement, he is owed [REDACTED] [REDACTED] for the [REDACTED] (the “[REDACTED]”).

47. However, Haas F1 did not include the [REDACTED] in its calculations of [REDACTED] owed to Mr. Steiner in 2021, nor has it included them in Mr. Steiner’s [REDACTED] [REDACTED] any year since.

48. Mr. Steiner raised the issue of his [REDACTED] in both 2021 and 2022 with Haas F1. Haas F1 refused and continues to refuse to [REDACTED].

49. Haas F1’s refusal to comply with the Employment Agreement, however, did not waive Mr. Steiner’s right to collect what he was due. The Employment Agreement specifically provides that “[n]o failure or delay by any party hereto to enforce any right specified herein will operate as a waiver of such right, nor will any single partial exercise of a right preclude any further or later enforcement of the right.” (Emp. Agrt., § 8). Thus, Mr. Steiner’s good faith effort to honor his obligations to Haas F1 and continue to perform his duties, thereby deferring his dispute over the [REDACTED], was not a waiver of [REDACTED] due and owing to him.

#### **The 2022 [REDACTED] Agreement**

50. In 2022, Haas F1 entered into a [REDACTED] agreement with [REDACTED], known as the “[REDACTED] Agreement”.

51. Upon information and belief, [REDACTED] [REDACTED].

52. Additionally, Haas F1’s [REDACTED] Agreement [REDACTED] [REDACTED].

53. Upon information and belief, the [REDACTED] Agreement covers [REDACTED].

54. Thus, under the [REDACTED] Agreement, Mr. Steiner is [REDACTED] per year for 2021 through 2023 (the “[REDACTED]”).

55. To date, Mr. Steiner has not been paid the [REDACTED] under the 2022 [REDACTED] Agreement.

The [REDACTED]

56. Beginning with the 2021 season, Haas F1 also [REDACTED]  
[REDACTED]. [REDACTED]  
[REDACTED]  
[REDACTED]

57. For 2021, [REDACTED]  
[REDACTED]

58. Similarly, for 2022, [REDACTED]  
[REDACTED]

59. However, after [REDACTED]  
[REDACTED].

60. Upon information and belief, [REDACTED]  
[REDACTED]

61. Nevertheless, [REDACTED] Mr. Steiner is entitled to [REDACTED].

62. Upon information and belief, [REDACTED]  
[REDACTED], for which Mr. Steiner is owed [REDACTED] (the “[REDACTED]”).

63. To date, Mr. Steiner has not been paid the [REDACTED].

**Total [REDACTED] Owed to Mr. Steiner**

64. To date, Haas F1 has excluded from Mr. Steiner's [REDACTED] calculations, and thus has failed or refused to pay him, [REDACTED]. This includes [REDACTED]. [REDACTED] Broken out by year, this represents the following [REDACTED] owed:

<b>Year</b>	<b>[REDACTED]/Agreement</b>	<b>[REDACTED] (USD)</b>
2021	[REDACTED]	[REDACTED]
2021	[REDACTED]	[REDACTED]
2021	[REDACTED]	[REDACTED]
2022	[REDACTED]	[REDACTED]
2022	[REDACTED]	[REDACTED]
2022	[REDACTED]	[REDACTED]
2023	[REDACTED]	[REDACTED]
2023	[REDACTED]	[REDACTED]
<b>Total</b>		[REDACTED]

65. Pursuant to Section 3(b) of the Employment Agreement, the “annual payout” for [REDACTED] by Mr. Steiner is to be made “in January of the following year.” Thus, all [REDACTED] by Mr. Steiner in 2021 were to be paid no later than January 31, 2022, all

██████████ that were ██████████ in 2022 were to be paid no later than January 31, 2023, and all ██████████ in 2023 were to be paid no later than January 31, 2024.

66. As set forth in this Complaint, Haas F1 failed to pay ██████████ to Mr. Steiner for 2021 by January 31, 2022, ██████████ owed to Mr. Steiner for 2022 by January 31, 2023, and ██████████ owed to Mr. Steiner for 2023 by January 31, 2024.

67. The ██████████ sought in this Complaint were due and owing on January 31, 2022 for 2021, on January 31, 2023 for 2022, and on January 31, 2024 for 2023.

68. Effective January 25, 2024, Mr. Steiner and Haas F1 agreed to toll the statute of limitations related to the claims now asserted herein for 60 days. A true and correct copy of the parties' Tolling Agreement is attached hereto as **Exhibit B**.

69. On March 18, 2024, counsel for Mr. Steiner spoke with counsel for Haas F1 via telephone, whereby they agreed to extend the tolling period another 30 days and which the parties afterwards memorialized in e-mail. A true and correct copy of the parties' agreement to extend the tolling period another 30 days is attached hereto as **Exhibit C**.

70. On April 24, 2024, counsel for Mr. Steiner and for Haas F1 agreed to a further extension through and including April 29, 2024, permitting the filing of this Complaint on April 30, 2024.

71. The claims for ██████████ that Haas failed to pay for 2021, 2022, and 2023 are timely and being made within two years of when they were due and owing under North Carolina law as modified by the parties' tolling agreement and extension.

**G. Haas F1 Continues to Use Mr. Steiner's Name and Likeness without Authorization.**

72. Through his lengthy career, Mr. Steiner's notoriety grew within the Formula One fanbase and his marketability grew with it.

73. In 2017, Mr. Steiner also became a fan-favorite in Netflix's smash hit documentary series, *Drive to Survive*. As a result, Mr. Steiner's notoriety exploded amongst casual racing and sports fans, as well as fans new to racing altogether.

74. Haas F1 was frequently featured in the series, and Mr. Steiner's presence in the show drove more and more fans to Haas F1. This exposure was extremely valuable to the upstart racing team, particularly as it looked for additional revenue streams to support itself in the notoriously expensive Formula One environment.

75. While he was employed, Mr. Steiner's Employment Agreement included a

[REDACTED]

[REDACTED] Specifically, Mr. Steiner's Employment Agreement provides:

[REDACTED]

(Emp. Agrt., § 9).

76. However, that [REDACTED] ended with the termination of Mr. Steiner's employment on December 31, 2023.

77. Despite its [REDACTED], on information and belief, Haas F1 continued to use Mr. Steiner's name, image, and likeness in its promotional materials and merchandise that it markets and sells to the public.

78. Specifically, Haas F1 continued to sell merchandise bearing Mr. Steiner's likeness and utilize his likeness on its website and in other ways that [REDACTED].

79. These uses by Haas F1 were [REDACTED].

80. Haas F1 has no right to use Mr. Steiner's name, image, and likeness or to exploit them in any form of media after the termination of his employment.

81. Haas F1 has not compensated Mr. Steiner for its unauthorized use of his name, image, and likeness.

82. The parties elected North Carolina law to govern the Employment Agreement and for all disputes arising therefrom to be held in the state or federal courts of Mecklenburg County, North Carolina. Specifically, in bolded language, the Employment Agreement provides:

**Governing Law; Submission to Jurisdiction. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS AND JUDICIAL DECISIONS OF THE STATE OF NORTH CAROLINA WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF. ANY LITIGATION, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE INSTITUTED EXCLUSIVELY IN ANY STATE OR FEDERAL COURT IN THE STATE OF NORTH CAROLINA, MECKLENBURG COUNTY. EACH PARTY HERETO HEREBY WAIVES ANY OBJECTION WHICH IT MIGHT HAVE NOW OR HEREAFTER TO THE VENUE OF ANY SUCH LITIGATION, ACTION OR PROCEEDING, SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION OF ANY SUCH COURT AND WAIVES ANY CLAIM OR DEFENSE OF INCONVENIENT FORUM. EACH PARTY CONSENTS TO SERVICE OR PROCESS BY REGISTERED MAIL, RETURN RECEIPT REQUESTED, AT SUCH**

**PARTY'S ADDRESS AS PROVIDED HEREIN (AND UPDATED IN WRITING FROM TIME TO TIME).**

(Emp. Agrt., § 12).

**FIRST CLAIM FOR RELIEF**  
**(Breach of Contract)**

83. Mr. Steiner re-alleges paragraphs 1 through 82 of this Complaint in support of the First Claim for Relief as if fully restated herein.

84. Mr. Steiner's Employment Agreement constitutes a valid and binding contractual agreement between Mr. Steiner and Haas F1.

85. Mr. Steiner's Employment Agreement was not renewed after the term ran on December 31, 2023, and thus he was terminated "with cause" pursuant to his Employment Agreement.

86. Pursuant to the Employment Agreement, Haas F1 was required to pay Mr. Steiner a [REDACTED], excluding "Haas Automation" and "Affiliates" (as capitalized in, but undefined by, the Employment Agreement).

87. Haas F1 failed to include in Mr. Steiner's [REDACTED] [REDACTED] owed to Mr. Steiner for following [REDACTED] for 2021, 2022, and 2023:

- a. the 2020 [REDACTED] [REDACTED], for a total [REDACTED] owed to Mr. Steiner of [REDACTED];
- b. the [REDACTED] Agreement, for a total [REDACTED] owed to Mr. Steiner of [REDACTED]; and
- c. the [REDACTED] [REDACTED] agreement, for a total [REDACTED] owed to Mr. Steiner of [REDACTED].



88. Despite demand, Haas F1 has failed and refused to pay Mr. Steiner the [REDACTED] the [REDACTED], and the [REDACTED] he earned for 2021, 2022, and 2023.

89. Haas F1's failure to pay Mr. Steiner is a material breach of the Employment Agreement.

90. Mr. Steiner has been damaged as a direct and proximate cause of Haas F1's breach.

91. Mr. Steiner has been damaged by Haas F1's breach of contract in an amount in excess of \$25,000, the exact amount to be proven at trial.

**SECOND CLAIM FOR RELIEF**  
**(North Carolina Wage and Hour Act)**

92. Mr. Steiner re-alleges paragraphs 1 through 91 of this Complaint in support of the Second Claim for Relief as if fully restated herein.

93. Mr. Steiner worked as an employee of Haas F1 from 2016 through December 31, 2023, pursuant to written employment contracts, including the Employment Agreement attached to this Complaint as Exhibit A.

94. Pursuant to the Employment Agreement, Haas F1 was required to pay Mr. Steiner a [REDACTED], excluding "Haas Automation" and "Affiliates" (as capitalized in but undefined by the Employment Agreement).

95. [REDACTED] are expressly included within the definition of "wage" under N.C. Gen. Stat. § 95-25.2(16).

96. Haas F1 failed to include in Mr. Steiner's [REDACTED] [REDACTED] for 2021, 2022, and 2023:

- d. the 2020 [REDACTED] [REDACTED] agreement, for a total [REDACTED] owed to Mr. Steiner of [REDACTED];
- e. the [REDACTED] Agreement, for a total [REDACTED] owed to Mr. Steiner of [REDACTED]; and
- f. the [REDACTED] [REDACTED] agreement, for a total [REDACTED] owed to Mr. Steiner of [REDACTED].

97. Despite demand, Haas F1 has failed and refused to pay Mr. Steiner the [REDACTED] [REDACTED] earned for 2021, 2022, and 2023.

98. From 2021 to 2023, Mr. Steiner rightfully earned the [REDACTED] [REDACTED]

99. Despite demand, Haas F1 has failed and refused to pay Mr. Steiner the [REDACTED] [REDACTED] he earned for 2021, 2022, and 2023.

100. Haas F1 has no valid or reasonable basis for failing to include the [REDACTED] [REDACTED] calculations for 2021, 2022, or 2023.

101. Haas F1 has no valid or reasonable basis for failing to include the [REDACTED] [REDACTED] calculations for 2021, 2022, or 2023.

102. Haas F1 has no valid or reasonable basis for failing to include the [REDACTED] [REDACTED] calculations for 2021 or 2022.

103. Haas F1 has no valid or reasonable basis for failing or refusing to pay Mr. Steiner the [REDACTED].

104. Pursuant to N.C. Gen. Stat. § 95-25.22, Haas F1 is liable for the amount of all [REDACTED] due, plus interest at the legal rate of 8%, plus liquidated damages in an equal amount, plus costs, fees, and reasonable attorneys' fees.

105. Accordingly, Mr. Steiner has been damaged by Haas F1's failure to pay his [REDACTED] in an amount in excess of \$25,000, to be proven at trial.

**THIRD CLAIM FOR RELIEF**  
**(Unauthorized Use of Likeness)**

106. Mr. Steiner re-alleges paragraphs 1 through 105 of this Complaint in support of the Third Claim for Relief as if fully restated herein.

107. Mr. Steiner's name, image, likeness, and reputation are unique to him, are highly valuable and marketable, and are worth significant financial benefit to any person or entity who uses his name, image, likeness, or reputation for their commercial advantage.

108. In North Carolina, the unauthorized appropriation of a person's name or likeness for commercial advantage is recognized as a tort.

109. Haas F1's [REDACTED]  
[REDACTED] upon Mr. Steiner's termination with cause from Haas F1.

110. Haas F1 continued to utilize Mr. Steiner's name, image, and likeness following the end of his employment for its commercial advantage.

111. Haas F1's use of Mr. Steiner's name, image, and likeness following the end of his employment with Haas F1 were all unauthorized by Mr. Steiner.

112. Upon information and belief, Haas F1 derived financial and commercial benefit from the unauthorized use of Mr. Steiner's name, image, and likeness following the end of his employment with Haas F1.

113. Mr. Steiner is owed royalties or other compensation by Haas F1 for Haas F1's unauthorized use of his name, image, likeness, and reputation.

114. Haas F1 has not paid Mr. Steiner any royalty or other compensation for the unauthorized use of his name, image, and likeness.

115. Haas F1's refusal to pay Mr. Steiner any royalty or other compensation for the unauthorized use of his name, image, and likeness is without justification.

116. As a direct and proximate result of Haas F1's unauthorized use of Mr. Steiner's name, image, likeness, and reputation for its own commercial advantage, Mr. Steiner has been damaged in an amount to be proven at trial but which the Plaintiff believes is in excess of \$25,000.

WHEREFORE, Plaintiff Guenther Steiner prays that the Court:

1. Enter judgment in favor of Plaintiff against Defendant for all [REDACTED] owed to him under his Employment Agreement as alleged herein in an amount to be determined at trial, in excess of twenty-five thousand dollars (\$25,000.00);
2. Award Plaintiff liquidated damages against Defendant pursuant to N.C. Gen. Stat. § 95-25.22 for an amount equal to the [REDACTED] owed to him under his Employment Agreement as alleged herein in an amount to be determined at trial, in excess of twenty-five thousand dollars (\$25,000.00);
3. Award Plaintiff interest at the legal rate of 8% on the amounts owed to him by Defendant pursuant to N.C. Gen. Stat. § 95-25.22 in an amount to be determined at trial;
4. Award Plaintiff a reasonable attorneys' fee pursuant to N.C. Gen. Stat. § 95-25.22;

5. Enter judgment in favor of Plaintiff against Defendant for Defendant's unauthorized use of Plaintiff's name, image, and likeness in an amount to be proven at trial, in excess of twenty-five thousand dollars (\$25,000);

6. Award Plaintiff any other pre- and post-judgment interest as allowed by law;

7. Tax the costs of this action against Defendant; and

8. Provide such other and further relief as the Court may deem just and proper.

This the 30th day of April, 2024.

/s/ James P. Cooney

James P. Cooney, III (N.C. Bar No. 12140)

Michael A. Ingersoll (N.C. Bar No. 52217)

WOMBLE BOND DICKINSON (US), LLP

301 South College Street

Suite 3500

Charlotte, North Carolina 28202

Phone: (704) 331-4900

E-mail: Jim.Cooney@wbd-us.com

E-mail: Mike.Ingersoll@wbd-us.com

*Counsel for Plaintiff Guenther Steiner*

# **Exhibit A**

# EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "**Agreement**") is signed and binding as of January 1, 2021 (the "**Start Date**"), and is by and between Haas Formula LLC, a North Carolina limited liability company or its assigns (the "**Company**"), and Guenther Steiner, a North Carolina resident ("**Employee**").

## 1. **Employment**

[REDACTED]

2. **Term.** Subject to the termination provisions set forth in **Section 4** below, the term of employment hereunder shall begin on the Start Date and shall continue through December 31, 2023 (the "**Term**").

[REDACTED]

## 3. **Compensation & Benefits.**

- (a) **Base Salary & Benefits.** The Company shall pay Employee

[REDACTED]

from time to time.

- (b) [REDACTED] you will be eligible for the following Compensation [REDACTED]



# EMPLOYMENT AGREEMENT

- [REDACTED] excluding Haas Automation and Affiliates
- Annual payout will be in January of the following year
- At the time of termination not for cause, we will pay [REDACTED]
  - All [REDACTED] 12/31
  - [REDACTED] prior to termination
  - If employee quits or is terminated for cause, then only [REDACTED] up to the last day of employment – no [REDACTED]
  - If Haas Formula, in its sole discretion, elects to accept [REDACTED]

[REDACTED]

(c) FIA Formula One

[REDACTED]

[REDACTED]			[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED] Points		[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]

[REDACTED]

(d) Divestiture

[REDACTED]



# EMPLOYMENT AGREEMENT

[REDACTED]

(e) Expense. Company shall [REDACTED]

[REDACTED]

## 4. Termination.

(a) Automatic Termination. This Agreement, and Employee's employment with the Company, shall automatically terminate upon the earlier to occur of (a) the date of expiration of the Term set forth in **Section 2** or (b) Employee's death.

(b) Optional Termination by Company. [REDACTED]

[REDACTED]

(c) Termination with Cause. Termination of this Agreement by the Company pursuant to **Sections 2, 4(a)** or **4(b)** shall be deemed "*termination with cause*". Upon any such termination with cause, the Company will promptly pay the Employee the Base Salary and any other compensation that has been earned through the date of termination.

[REDACTED]

(d) Termination without Cause. [REDACTED]

[REDACTED]



## EMPLOYMENT AGREEMENT

[REDACTED]

- (e) Return of Company Property. Promptly upon termination of Employee's employment with the Company, whether voluntary or otherwise, Employee shall surrender to the Company all property belonging to the Company or its affiliates, including but not limited to keys, passes, access cards, confidential information, equipment and supplies, records, notes, materials, computer-generated or computer-retrievable data, other writings or recordings of any kind relating to the Company or its affiliates.

5. Confidentiality. Employee recognizes and acknowledges that the Company's and its affiliates' Confidential Information (defined below) as they may exist from time to time are valuable, special and unique assets of the Company's and its affiliates' business, access to and knowledge of which are essential to the performance of Employee's duties hereunder. "*Confidential Information*" includes but is not limited to

[REDACTED]

6. Restrictive Covenants. [REDACTED]

[REDACTED]



## EMPLOYMENT AGREEMENT

[REDACTED]

7.

[REDACTED]

8. **Survival of Obligations; Enforcement.** The provisions, and Employee's obligations and duties, contained in **Sections 4(e), 5, 6, 7,8 and 10** through **13** of this Agreement are continuing obligations and duties:

[REDACTED]

No failure or delay by any party hereto to enforce any right specified herein will operate as a waiver of such right, nor will any single partial exercise of a right preclude any further or later enforcement of the right.

9. **Nonexclusive License.**

[REDACTED]



# EMPLOYMENT AGREEMENT

[REDACTED]

**10. Release.**

[REDACTED]

**11. Entire Agreement; Amendments and Severability.** As of the Start Date, this Agreement contains the entire agreement of the parties, supersedes all prior oral or written agreements between the parties hereto regarding the subject matter hereof (including, without limitation, the Employment Agreements between the parties dated April 10, 2014 and January 1, 2018, which are specifically intended to be superseded and replaced in their entirety by this Agreement as of the Start Date set forth above), and may only be changed by written agreement signed by each party hereto. Each provision of this Agreement shall be severable from every other provision for the purpose of determining the legal enforceability of any provision hereof and the unenforceability of one or more provisions of this Agreement in one jurisdiction shall not have the effect of rendering such provision or provisions unenforceable in any other jurisdiction.

**12. Governing Law; Submission to Jurisdiction. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE**



## EMPLOYMENT AGREEMENT

WITH THE INTERNAL LAWS AND JUDICIAL DECISIONS OF THE STATE OF NORTH CAROLINA WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF. ANY LITIGATION, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE INSTITUTED EXCLUSIVELY IN ANY STATE OR FEDERAL COURT IN THE STATE OF NORTH CAROLINA, MECKLENBURG COUNTY. EACH PARTY HERETO HEREBY WAIVES ANY OBJECTION WHICH IT MIGHT HAVE NOW OR HEREAFTER TO THE VENUE OF ANY SUCH LITIGATION, ACTION OR PROCEEDING, SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION OF ANY SUCH COURT AND WAIVES ANY CLAIM OR DEFENSE OF INCONVENIENT FORUM. EACH PARTY CONSENTS TO SERVICE OR PROCESS BY REGISTERED MAIL, RETURN RECEIPT REQUESTED, AT SUCH PARTY'S ADDRESS AS PROVIDED HEREIN (AND UPDATED IN WRITING FROM TIME TO TIME).

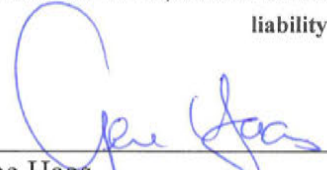
**13. Waiver of Jury Trial.** ANY DISPUTES ARISING OUT OF THE BUSINESS TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT WOULD BE BETTER ADJUDICATED IN A BENCH TRIAL THAN IN A JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Haas Formulas LLC, a North Carolina limited  
liability company

 (Signature)

Guenther Steiner  
DOB: 04-07-1965  
551 Isle of Pines Road  
 Mooresville, North Carolina 28117

By:   
Gene Haas  
4001 Haas Way  
Kannapolis, North Carolina 28081

# **Exhibit B**

## TOLLING AND STANDSTILL AGREEMENT

This Tolling and Standstill Agreement ("Agreement") is entered into this 25<sup>th</sup> day of January, 2024, between Guenther Steiner ("Steiner") and Haas Formula LLC (including Haas F1 Team and Haas Automation, Inc.) ("Haas") (together "the Parties").

WHEREAS Steiner was employed by Haas pursuant to an "Employment Agreement" dated January 1, 2021; and

WHEREAS Steiner's employment with Haas ended; and

WHEREAS as a result of the end of Steiner's employment with Haas, a dispute has arisen concerning commissions, wages, or other payments under the Employment Agreement; and

WHEREAS, the Parties desire to toll any and all applicable statutes of limitation, statutes of repose, laches defenses, and other similar defenses for a period of sixty (60) days as of January 25, 2024;

THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledge, the Parties agree:

1. **Tolling.** The Parties hereby agree to toll and suspend any and all applicable statutes of limitation, statutes of repose, laches defenses, and other similar defenses that may be raised by Haas in response to any claims made by Steiner for a period beginning on the date of this Agreement and ending sixty (60) days following the date of this Agreement ("Tolling Period"). During the Tolling Period, Steiner shall not file any claims or institute any litigation or lawsuit against Haas. The Parties agree that the Tolling Period shall not be included in the computation of any statutes of limitation, statutes of repose, laches defenses, or

other similar defenses that may be raised by Haas in response to any claims, litigation, or lawsuit asserted or initiated by Steiner upon termination of the Tolling Period.

2. Retention of Remedies and Defenses. Upon the expiration of the Tolling Period, the Parties shall retain any and all legal or equitable claims, remedies and defenses. The Parties acknowledge and agree that this Agreement is not intended to waive the right of any Party to assert any time-related defenses to the extent that such defenses may or might have been asserted prior to the date of this Agreement. The Parties further understand and agree that this Agreement does not purport to establish any time-related defenses that did not exist as of the date of this Agreement.

3. No Waiver. Except as set forth in this Agreement, the Parties do not waive any other right, claim, defense, counterclaim, or other legal position that may exist now or may come to exist in the future.

4. No Admissions. Nothing in this Agreement is intended as, shall constitute, or shall be used as evidence of an admission by the Parties of any wrongdoing, liability, or fault, a waiver of any right or defense, an estoppel, or an admission as to any matter of law or fact, either as among the Parties or with respect to any person or entity not a Party to this Agreement. The Parties agree further that this Agreement will not be admissible for any purpose other than to enforce the terms of the Agreement itself or for the purposes of calculating any applicable statute of limitations or other time-based defense.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

6. Extension of Agreement. The Parties may, by mutual consent in writing, extend the Tolling Period and related provisions.



*James P. Cooney III*

James P. Cooney III, as counsel for Guenther Steiner  
WOMBLE BOND DICKINSON (US) LLP  
301 South College Street, Suite 3500  
Charlotte, NC 28202-6037  
Telephone: 704-331-4980  
E-Mail: [Jim.Cooney@wbd-us.com](mailto:Jim.Cooney@wbd-us.com)

*Patrick Walsh*

Patrick Walsh  
General Counsel  
Haas Automation, Inc.  
2800 Sturgis Road  
Oxnard, CA 93030  
Telephone: 805-278-8526  
E-Mail: [pwalsh@haasnc.com](mailto:pwalsh@haasnc.com)

# **Exhibit C**

## Cooney III, James P.

---

**From:** Patrick Walsh <PWalsh@[REDACTED]>  
**Sent:** Monday, March 18, 2024 4:29 PM  
**To:** Cooney III, James P.  
**Subject:** RE: Guenther Steiner

External (pwalsh@[REDACTED])

[Report This Email](#) [FAQ](#)

Dear Mr. Cooney –

I confirm our agreement to extend the tolling period for 30 days. We look forward to a mutually satisfactory resolution of the issues.

Patrick

Patrick Walsh  
General Counsel  
Haas Automation, Inc.  
2800 Sturgis Road  
Oxnard CA 93030

[pwalsh@\[REDACTED\]](mailto:pwalsh@[REDACTED])

---

**From:** Cooney III, James P. <[Jim.Cooney@wbd-us.com](mailto:Jim.Cooney@wbd-us.com)>  
**Sent:** Monday, March 18, 2024 1:22 PM  
**To:** Patrick Walsh <[PWalsh@\[REDACTED\]](mailto:PWalsh@[REDACTED])>  
**Cc:** Ingersoll, Mike <[Mike.Ingersoll@wbd-us.com](mailto:Mike.Ingersoll@wbd-us.com)>  
**Subject:** RE: Guenther Steiner

Mr. Walsh:

This will memorialize our conversation today that we have agreed to extend the present tolling and standstill agreement by a period of 30 days, so that the Tolling Period will be a total of 90 days. We have agreed to confirm this extension via email, rather than enter into a new agreement, and that this email will serve to amend the previously executed tolling agreement (attached).

Please confirm.

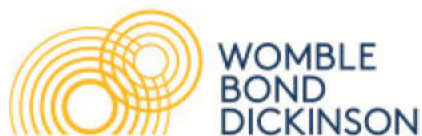
As always I appreciate your professionalism and courtesy.

Jim Cooney

**James P. Cooney III**  
Partner  
Womble Bond Dickinson (US) LLP

d: 704-331-4980  
[REDACTED]  
e: [Jim.Cooney@wbd-us.com](mailto:Jim.Cooney@wbd-us.com)

301 S College Center  
301 S. College Street, Suite 3500  
Charlotte, NC 28202-6050



[womblebonddickinson.com](http://womblebonddickinson.com)



---

This email is sent for and on behalf of Womble Bond Dickinson (US) LLP. Womble Bond Dickinson (US) LLP is a member of Womble Bond Dickinson (International) Limited, which consists of independent and autonomous law firms providing services in the US, the UK, and elsewhere around the world. Each Womble Bond Dickinson entity is a separate legal entity and is not responsible for the acts or omissions of, nor can bind or obligate, another Womble Bond Dickinson entity. Womble Bond Dickinson (International) Limited does not practice law. Please see [www.womblebonddickinson.com/us/legal-notice](http://www.womblebonddickinson.com/us/legal-notice) for further details.

---

**From:** Cooney III, James P.  
**Sent:** Thursday, January 25, 2024 5:23 PM  
**To:** 'Patrick Walsh' <[PWalsh@\[REDACTED\]](mailto:PWalsh@[REDACTED])>  
**Subject:** RE: Guenther Steiner

Here is a fully executed copy. Thanks.

---

**From:** Patrick Walsh <[PWalsh@\[REDACTED\]](mailto:PWalsh@[REDACTED])>  
**Sent:** Thursday, January 25, 2024 4:58 PM  
**To:** Cooney III, James P. <[Jim.Cooney@wbd-us.com](mailto:Jim.Cooney@wbd-us.com)>  
**Subject:** Guenther Steiner

Jim –

I have signed the Tolling Agreement and attach it here.

Patrick

Patrick Walsh  
General Counsel  
Haas Automation, Inc.  
2800 Sturgis Road  
Oxnard CA 93030

[pwalsh@\[REDACTED\]](mailto:pwalsh@[REDACTED])

---

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information or materials otherwise protected by law. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. This communication does not reflect an intention by the sender to conduct a transaction or make any agreement by electronic means, unless clearly so stated. The integrity and security of this message cannot be guaranteed on the Internet. Finally, the recipient should check this email and any attachments for the presence of viruses. The sender accepts no liability for any damage caused by any virus transmitted by this email.