

EXHIBIT A

Served on 4/6/11

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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

DAVID L. WESTON, a single individual,

Plaintiff,

vs.

RED BULL NORTH AMERICA, INC., a  
foreign corporation,

Defendant.

NO.

COMPLAINT FOR VIOLATIONS OF  
WASHINGTON STATE WAGE  
LAWS, CONSUMER PROTECTION  
ACT AND DAMAGES FOR BREACH  
OF CONTRACT & UNJUST  
ENRICHMENT

COMES NOW the Plaintiff, by and through his attorneys of record, and states and  
alleges against the above-named Defendant as follows:

**I. INTRODUCTION**

1 At all times material hereto, Plaintiff David L. Weston was employed as an  
2 On Premise Specialist and/or On Premise Manager with Defendant Red Bull North America,  
3 Inc. ("Red Bull"). Since 2006, Plaintiff's primary responsibility was to service existing  
4 accounts and assist Red Bull retail customers for the purpose of enhancing and/or marketing the  
5 Red Bull brand or image. Less than 20% of the Plaintiff's work activities were actually related  
6 to selling the Red Bull product to customers or potential customers. Red Bull also required that  
7 Plaintiff consistently and regularly work more than 40 hours per week nearly every single week

1 during plaintiff's employment. Red Bull intentionally and willfully refused to pay Plaintiff  
2 overtime compensation equal to one-and-a-half times his hourly rate for all overtime work  
3 performed and in violation of Washington State's Minimum Wage Act RCW 49.46, RCW  
4 49.48, RCW 49.52 and state regulations issued there under.

5  
6 2. Since 2007 Red Bull manager Christopher Lewis ("Lewis") was the  
7 plaintiff's immediate supervisor. Red Bull and Lewis promised plaintiff, orally and/or in  
8 writing, to timely reimburse plaintiff for all business related expenses incurred for his work-  
9 related activities, including all promotional events that the plaintiff hosted or participated in for  
10 the benefit of Red Bull. The defendant, and in particular Lewis, deliberately and intentionally  
11 breached this promise made to plaintiff, and also required the plaintiff to meet unreasonable  
12 conditions or demands before payment would be issued. The plaintiff was thereafter terminated  
13 on or about March 15, 2011, and since that time Red Bull has refused to reimburse plaintiff for  
14 all of his business related expenses that were incurred by him while employed by the defendant.  
15 Red Bull has been unjustly enriched by refusing to reimburse the plaintiff's business related  
16 expenditures. The defendant's acts and/or omissions, including those of its employees, as stated  
17 herein also violate Washington's Unfair Business Practices and Consumer Protection Act  
18 (RCW 19.86 *et seq.*)  
19  
20  
21

## 22 **II. PARTIES & JURISDICTION**

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24 3. The Plaintiff, David L. Weston, is an individual who resides in Everett,  
25 Washington. At all relevant times described herein, Plaintiff was employed by Red Bull as  
26 an On Premises Specialist or Account Manager in the state of Washington. Plaintiff  
performed services for Red Bull throughout the state of Washington, including King County.

1           4. The defendant, Red Bull North America, Inc., is a foreign corporation doing  
2 business in the state of Washington. Red Bull transacts business in King County and elsewhere  
3 throughout the state of Washington, and is therefore subject to the jurisdiction of the above-  
4 entitled court. Red Bull is an employer subject to the requirements of Washington State's  
5 Minimum Wage Act RCW 49.46, RCW 49.48, RCW 49.52 and state regulations issued there  
6 under.

7  
8           5. King County, State of Washington is a proper venue for this action because  
9 the above-named Defendant regularly transacts business in this jurisdiction and/or otherwise has  
10 substantial contacts within this jurisdiction.  
11

12  
13                               **III. RELEVANT FACTS**

14           6. Plaintiff Weston was formerly employed by Red Bull as an On Premise  
15 Specialist or On Premise Manager. Red Bull manufactures and distributes a beverage product  
16 called "Red Bull Energy Drink" to retail stores and service establishments (restaurants, taverns,  
17 bars, hotels and casinos, among others) in Washington and elsewhere throughout the country.  
18

19           7. Plaintiff's primary duties, at least since the year 2006, were to service existing  
20 Red Bull accounts consisting of restaurants, taverns, bars, hotels and casinos, and to perform  
21 other marketing tasks for the purpose of promoting and enhancing the Red Bull brand and/or  
22 image in each establishment.  
23

24           8. Red Bull regularly required the plaintiff to work more than 40 hours per week,  
25 including on weekends and national holidays, by hosting and participating in after hour  
26 marketing and/or promotional events that benefitted Red Bull's business.

          9. The plaintiff routinely and consistently worked more than 40 hours every week

1 during the three years prior to the filing of this complaint. Red Bull and its managers or  
2 supervisors not only had knowledge of the plaintiff's overtime work, but also insisted that the  
3 plaintiff perform overtime work as a condition of employment.

4 10. The plaintiff was not paid time and a half overtime wages for all hours worked  
5 in excess of 40 hours per week during the three years prior to the filing of this complaint.  
6

7 11. As part of his job, the plaintiff was required to incur reasonable expenses  
8 related to his employment and business activities that benefitted Red Bull. Plaintiff was  
9 promised, orally and/or in writing, by Red Bull and its managers that his business expenses  
10 would be timely reimbursed by the company.  
11

12 12. Red Bull's managers, including the plaintiff's supervisor Christopher Lewis,  
13 imposed unreasonable conditions, which changed at various time according to his own desires,  
14 on the plaintiff's right to be reimbursed for all business related expenses incurred by plaintiff  
15 while performing services for Red Bull.  
16

17 13. Red Bull and its managers refused to reimburse the plaintiff for his business  
18 related expenses that were incurred up and through the time of plaintiff's termination from  
19 employment on March 15, 2011.  
20

#### 21 **IV. COUNT ONE**

##### 22 **Failure to Pay Overtime Wages in Violation of Minimum Wage Act**

23 14. The Plaintiff re-alleges the above paragraphs as if fully set forth in this Count.

24 15. The defendant's failure to pay plaintiff overtime one and a half times his  
25 regular wage for hours worked in excess of 40 hours per week constitutes a violation of  
26 RCW 49.46.130.

16. As a result of the defendant's acts and omissions, the plaintiff has been

1 damaged in amounts to be proven at trial.

2  
3 **V. COUNT TWO**  
4 **Willful Withholding of Wages**

5 17. The Plaintiff re-alleges the above paragraphs as if fully set forth in this Count.

6 18. By the foregoing, the defendant's actions constitute the willful withholding of  
7 wages in violation of RCW 49.52 et seq.

8 19. The defendant is now required to pay plaintiff twice the amount of his  
9 overtime wages earned and withheld during the three years prior to the filing of this  
10 complaint in accordance with RCW 49.52.070.

11 20. As a result of the defendant's acts and omissions, the plaintiff has been  
12 damaged in amounts to be proven at trial.  
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16 **VI. COUNT THREE**  
17 **Breach of Contract and/or Promise to Pay Business Expenses**

18 21. The Plaintiff re-alleges the above paragraphs as if fully set forth in this Count.

19 22. The defendant promised to reimburse plaintiff for all reasonable business  
20 related expenses that the plaintiff incurred during his employment at Red Bull.

21 23. Upon or before the plaintiff's termination from employment, the defendant  
22 refused to reimburse plaintiff for his previously incurred business related expenses and  
23 thereby breached its promise to plaintiff.  
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25 24. As a direct and proximate result of the defendant's breach of contract or  
26 promise, the plaintiff has been damaged in amounts to be proven at trial.

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**VII. COUNT FOUR**  
**Violation of Washington's Consumer Protection Act**

25. The Plaintiff re-alleges the above paragraphs as if fully set forth in this Count.

26. At all times material herein, the Defendant was conducting trade and commerce as that term is defined in the Unfair Business Practices and Consumer Protection Act (CPA) in the State of Washington

27. The defendant violated its promises to plaintiff, and caused the plaintiff to incur substantial business expense on his own which benefitted only Red Bull.

28. The defendant's acts and/or omissions described herein are a matter of sufficient public interest as that phrase is defined by the CPA.

29. The defendant's conduct and omissions was an unfair and deceptive act and practice that occurred in the conduct of trade and commerce in the State of Washington and in violation of the CPA.

30. The plaintiff was damaged as a direct and proximate result of the acts and/or omissions of the defendant, its agents and/or employees, in amounts to be proven at trial.

**VIII. COUNT FIVE**  
**Unjust Enrichment**

31. The Plaintiff re-alleges the above paragraphs as if fully set forth in this Count.

32. The defendant's act of refusing to reimburse the plaintiff for his business related expenses incurred during his employment with Red Bull has unjustly enriched the defendant at the substantial expense of plaintiff.

33. Plaintiff is entitled to recover damages caused by the defendant's unjust

1 enrichment.

2  
3 WHEREFORE, Plaintiff prays for judgment against the Defendant as follows:

4 1. Damages for Plaintiff's lost or unlawfully withheld overtime wages in an  
5 amount proven at trial;

6  
7 2. Exemplary damages in an amount equal to double the amount of withheld  
8 overtime wages due to Plaintiff, pursuant to RCW 49.52.070;

9 3. Damages for Plaintiff's unreimbursed business expenses, including damages  
10 on the plaintiff's unjust enrichment claim, in an amount proven at trial;

11 4. Interest calculated at the maximum amount allowable by law, including pre-  
12 and post-judgment interest;

13  
14 5. Attorney fees and costs as allowed by law, including those allowed by RCW  
15 49.46, RCW 49.48 and RCW 49.52;

16 6. Costs and disbursements pursuant to statute; and

17 7. Other and further relief this Court may deem just and equitable.  
18

19  
20 RESPECTFULLY SUBMITTED on this 4<sup>th</sup> day of April, 2011.

21 DAVIS LAW GROUP, P.S.

22 

23 /s/

24 By: Christopher M. Davis, WSBA No. 23234

25 Attorneys for Plaintiff

26 2101 Fourth Ave., Ste. 630

Seattle, WA 98121

Phone 206.727.4000

Email: [chris@davislawgroupseattle.com](mailto:chris@davislawgroupseattle.com)



**EXHIBIT B**

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IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

DAVID WESTON, a single individual,

Plaintiff,

v.

RED BULL NORTH AMERICA, INC.  
a foreign country,

Defendant.

No. 11-2-12428-2 SE

DECLARATION OF JOLENE  
KONNERSMAN

I, JOLENE KONNERSMAN, declare:

1. I am an attorney at law duly licensed to practice law in the State of California. I am, through my professional corporation, a partner in the law firm of Mitchell Silberberg & Knupp LLP, attorneys of record for Red Bull North America, Inc. ("RBNA"). I have personal knowledge of the following facts and, if called and sworn as a witness, could and would competently testify thereto.

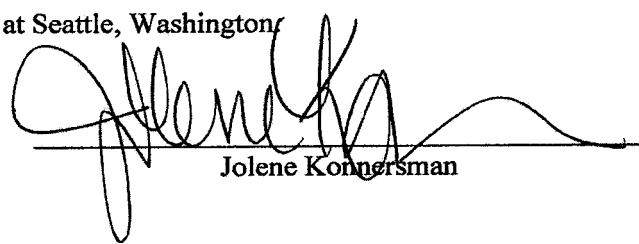
2. RBNA is a California corporation and has its principal place of business in Santa Monica, California.

3. On April 21, 2011, I had a telephone call with Christopher Davis, counsel for Plaintiff David Weston. Mr. Davis advised me that Mr. Weston's claimed damages included overtime of 50-80 hours per week for three years, as well as unreimbursed business expenses in the \$35,000-\$40,000 range, which amounts he claimed would be doubled under applicable statutes. Mr. Davis advised me that his client's total damages were estimated to be in the

1 \$300,000 - \$500,000 range, including attorneys' fees. Given that this matter is in its preliminary  
2 stages, it is clear that Mr. Weston's claimed damages exceed \$75,000, exclusive of interest and  
3 costs.

4 I declare under penalty of perjury under the laws of the United States of America that the  
5 foregoing is true and correct.

6 Executed this 6th day of May, 2011, at Seattle, Washington

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9 Jolene Konnersman

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