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Attorneys for Plaintiff,
OSKAR SYSTEMS, INC.

1 given
copyright
form

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

FILED
2009 MAY 29 PM 2:19
CLERK U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIF.
LOS ANGELES

OSKAR SYSTEMS, LLC, A
WASHINGTON LIMITED
LIABILITY COMPANY,
Plaintiff,

v.

CLUB SPEED , INC., a
California Coporation; ERIC
NOVAKOVICH, an individual;
POLE POSITION RACEWAY, INC.,
a California Corporation; P2R
KARTING, INC., a California
Corporation; KEN FAUGHT, an
individual; JASON WILLIAMS, an
individual; and DOES 1-10,
INCLUSIVE;
Defendants.

) Case No.
) **CV 09-03854 AHM (SHx)**

)
) **COMPLAINT FOR**
) **COPYRIGHT INFRINGEMENT**
)
) **JURY TRIAL DEMANDED**

OSKAR SYSTEMS, LLC'S ORIGINAL COMPLAINT

COMES NOW Plaintiff, OSKAR Systems, LLC, and alleges as follows:

INTRODUCTION

1. This is an action by Plaintiff OSKAR Systems, LLC ("OSKAR Systems"), to recover damages arising from infringement of Plaintiff's

copyrights in its creative works by Defendants Club Speed, Inc. ("Club Speed"), Eric Novakovich ("Novakovich"), Pole Position Raceway, Inc. ("Pole Position"), Ken Faught ("Faught") and Jason Williams ("Williams") and to enjoin said defendants from future infringement. Said Defendants have reproduced, marketed and distributed via interstate commerce a certain software program known as "Speed Sheet" that contains code that was illegally copied from Plaintiff's software program.

THE PARTIES

2. Plaintiff is a Washington Limited Liability Company with its principal place of business located at 324 15th Ave E, Suite 103, Seattle, WA 98112-5194.

3. Defendant Club Speed, Inc. is now, and at all times mentioned herein was, a California corporation with its principal place of business located at 981 Corporate Center Drive, Suite 130, Pomona, CA 91768.

4. Plaintiff alleges on information and belief that Defendant Eric Novakovich is an individual who is now, and at all times pertinent hereto was the President and agent for service of process of Club Speed, Inc., with his address at 981 Corporate Center Drive, Suite 130, Pomona, CA 91768.

5. Defendants Pole Position Raceway, Inc. ("Pole Position") and P2R Karting, Inc. ("P2R Karting") are now, and at all times mentioned herein were, California corporations with their principal place of business located at 1594 E. Bentley Dr. Corona, CA 92879.

6. Plaintiff alleges on information and belief that Defendants Ken Faught ("Faught") and Jason Williams ("Williams") are now, and at all times mentioned herein were, the principals of Pole Position and P2R Karting, with their principal place of business located at 1594 E. Bentley Drive, Corona, CA 92879.

7. The true name of defendants sued herein as DOES 1-50 are unknown to Plaintiff, which sues said defendant by such fictitious names.

JURISDICTION

8. This Court has subject matter jurisdiction over Plaintiff's claim for copyright infringement and related claims pursuant to 17 U.S.C. §101, *et. seq.*, and 28 U.S.C. §1331 and 1338 (a).

9. The Court has personal jurisdiction over Defendant. Defendant solicits, transacts, and is doing business within the State of California causing injury in California. Plaintiff's claims arise out of the conduct that gives rise to personal jurisdiction over Defendant.

VENUE

10. Venue is proper in this Court pursuant to 28 U.S.C. §1391(b)(2) and 1400(a).

BACKGROUND

11. Indoor go-kart racing ("karting") is a fast growing recreational industry in America, and worldwide. In 2000, Mike Conte ("Conte"), Plaintiff's principal, formed a karting company in Seattle, Washington, called Champs Karting, LLC. Conte, a former professional racecar driver, was a senior executive at Microsoft Corp., and in 2002, Conte and programmers working for him wrote an entirely new software program from the ground up to operate a karting business. They called their software program OSKAR, and marketed it to karting companies through a separate business known as Contemporary Systems, Inc. In 2006, Conte formed

OSKAR Systems, LLC, and in 2008, Conte began marketing OSKAR to karting companies through OSKAR Systems.

12. In June, 2005, Conte sold OSKAR to a karting company in Corona, California called Pole Position, and from 2005 to 2007, Pole Position became one of OSKAR System's significant clients.

13. OSKAR is a complex software program, designed to operate every aspect of a karting business, from point of sale transaction recordkeeping to individual driver timing and statistical analysis. The algorithms and formulas that form the basis of the graphs and reports in OSKAR took Conte's team of programmers thousands of hours to write, and the computer code of OSKAR is and was encrypted to prevent copying. OSKAR Systems licenses the OSKAR software to its customers, on an annual basis, and charges an annual fee for maintaining the system.

14. In July, 2007, Pole Position abruptly terminated its relationship with OSKAR Systems, and shortly thereafter, OSKAR Systems learned that Pole Position had begun using a software program called Speed Sheet.

15. Upon further investigation, OSKAR Systems learned that Speed Sheet performed almost exactly the same way that OSKAR did, producing almost identical graphs and reports as OSKAR such as Lap Time graphs (Exhibits "A1" and "A2") and Race Detail Reports (See Exhibits "B1", and "B2", attached hereto). OSKAR Systems also learned that the customer liability waiver agreement the Speed Sheet included was identical to the customer liability waiver agreement used by OSKAR (See Exhibits "C1" AND "C2" hereto).

16. OSKAR Systems subsequently learned that both Club Speed and its principal Novakovich, on the one hand, and Pole Position, P2R Karting, and their principals Faught and Williams, on the other hand, had

begun to aggressively market the Speed Sheet software to karting companies, and had begun to lure away existing customer of OSKAR, while holding out Speed Sheet as a superior software program developed entirely by themselves.

FACTS COMMON TO ALL CLAIMS

17. The computer software program at issue in this action is of obvious high value and is easily discernable as a professional work. The computer software program was created by Champs Karting and OSKAR Systems, LLC, and the software took literally thousands of hours to write.

18. The computer software program at issue in this action is registered to Plaintiff with the United States Copyright Office. A copy of the copyright is attached hereto as Exhibit "D".

19. Defendants, without authorization, copied, sold and distributed a computer software program owned by and registered to Plaintiff.

FIRST CAUSE OF ACTION

COPYRIGHT INFRINGEMENT – 17 U.S.C. §501

Plaintiff Owns the Federally Registered Copyright of a Computer Software Program

20. Plaintiff repeats and incorporates by this reference each and every allegation set forth in paragraphs 1 through 19, inclusive.

21. At all times relevant hereto, Plaintiff has been the owner of the computer program, a considerable part of which was reproduced, distributed and publicly displayed by Defendant.

22. Plaintiff holds a copyright registration certificate from the United States Copyright Office for the work that is at issue in this matter.

Defendants Willfully Infringed Plaintiff's Registered Copyrights

23. Without authorization, Defendants reproduced, and thereafter distributed and publicly displayed a significant portion of Plaintiff's computer software program.

24. Plaintiff did not authorize defendant's copying, display or distribution of any of the computer software program.

25. Plaintiff did not authorize defendant's copying, display or distribution of any of this work.

Defendants Willfully Infringed Plaintiff's Registered Copyrights

26. Defendants infringed the copyrights in Plaintiff's computer program by reproducing, distributing and/or publicly displaying the computer software program without proper approval or authorization of Plaintiff.

27. The computer program was identified with Plaintiff's mark and thus Defendants knew or should have known the infringed computer software program belonged to Plaintiff. Defendants knew they did not have permission to exploit Plaintiff's computer software program.

28. Defendants knew or should have known the computer software program was a professional software program and likely subject to copyright.

29. Defendants knew they did not have permission to engage in any of the acts held exclusively to copyright holders.

30. Defendants knew or should have known their acts constituted copyright infringement.

31. Defendants' conduct was willful within the meaning of the Copyright Act.

32. As a result of his wrongful conduct, Defendants are liable to Plaintiff for copyright infringement pursuant to 17 U.S.C. §501. Plaintiff

has suffered, and will continue to suffer, substantial losses, including but not limited to damage to its business reputation and goodwill.

33. Plaintiff is entitled to recover damages, which include its losses and any and all profits Defendants have made as a result of their wrongful conduct. 17 U.S.C. §504. Alternatively, Plaintiff is entitled to statutory damages under 17 U.S.C. §504(c).

34. In addition, because Defendants' infringement was willful, the award of statutory damages should be enhanced in accordance with 17 U.S.C. §504(c)(2).

35. Plaintiff is entitled to recover its attorneys' fees and costs of suit pursuant to 17 U.S.C. §505.

JURY DEMAND

36. Plaintiff hereby demands a jury trial in this case.

PRAYER

WHEREFORE, Plaintiff OSKAR Systems, Inc. respectfully requests judgment as follows:

- (1) That the Court enter a judgment against Defendants finding that they have:
 - a. willfully infringed Plaintiff's rights in federally registered copyrights under 17 U.S.C. §501; and
 - b. otherwise injured the Plaintiff's business and business reputation by Defendant's acts and conduct as set forth in this Complaint.
- (2) That the Court issue injunctive relief against Defendant, and that Defendants, their agents, representatives, servants, employees, attorneys, successors and assignees, and others in active concert or participation with them, be enjoined and

restrained from copying, posting or marking any other infringing use or infringing distribution of computer software program or other materials owned by or registered to Plaintiff;

- (3) That the Court enter an order of impoundment pursuant to 17 U.S.C. §503 and 509(a) impounding all infringing copies of Plaintiff's computer program or other materials, which are in Defendants' possession or under his control;
- (4) That the Court order Defendants to pay Plaintiff's general, special, actual and statutory damages as follows: Plaintiff's damages and defendant's profits pursuant to 17 U.S.C. §504(b), or in the alternative, enhanced statutory damages pursuant to 17 U.S.C. §504(c)(2), for Defendants' willful infringement of Plaintiff's copyrights; and
- (5) That the Court order Defendants to pay Plaintiff both the costs of this action and the reasonable attorney's fees incurred by it in prosecuting this action pursuant to 17 U.S.C. §504; and
- (6) That the Court grant to Plaintiff such other and additional relief as is just and proper.

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///

DEMAND FOR JURY TRIAL

Pursuant to Rule 38 of the Federal Rules of Civil Procedure,
Plaintiff demands a trial by jury of all issues properly triable by a jury in this
action.

Dated: May 26, 2009

Respectfully submitted,

LAW OFFICES OF JONATHAN GABRIEL

BY: 

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ATTORNEYS FOR OSKAR SYSTEMS,
LLC

Exhibit "A-1"

Tim Heikell

2nd place

27 April 2007, 2:54p Standard, by best lap, General Races

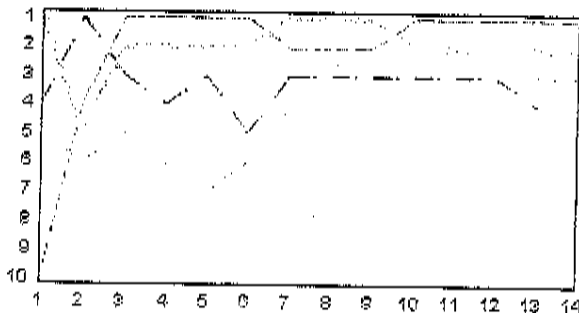
ProScore 98.00 (-2), ranked 95,213 of 133,522 (26th percentile)

Racer since 27 April 2007, 2:51p, 1st visit, 1st race

Dev / (206)768-9800

More race details at <http://localhost/oskar/oskarportal/>

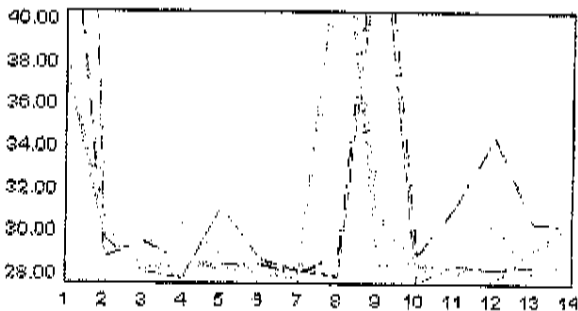
position each lap (by best lap time)



	<u>racer</u>	<u>best lap</u>	<u>avg. lap</u>	<u>gap</u>	<u>proscore™</u>
1	Martin Vogel	27.54	33.03	27.54	95.00 (-5)
2	Tim Heikell	27.64	30.56	0.10	98.00 (-2)
3	Nate Small	27.96	31.38	0.42	105.00 (+5)
4	Fabricio Mondragon	28.02	32.14	0.46	108.00 (+8)
5	Anthony Gonzales	28.03	31.84	0.49	98.00 (-2)
6	Leo Brown	28.03	32.44	0.49	103.00 (+3)
7	Fernando Anzo	28.79	33.00	1.25	93.00 (-7)
8	Danielle Hayes	29.98	33.17	2.44	108.00 (+8)
9	Haley Bradford	30.00	34.72	2.46	101.00 (+1)
10	Chelsea Lincoln	30.51	35.74	2.97	91.00 (-9)

lap times for Tim Heikell

(1) 38.07 (2) 29.98 (3) 28.20 (4) 28.58 (5) 28.30
 (6) 28.16 (7) 27.66 (8) 44.45 (9) 30.97 (10) 28.27
 (11) 28.20 (12) 27.64 (13) 29.15 (14) 30.25



	<u>top overall</u>	<u>proscore</u>	<u>best of week</u>	<u>lap time</u>
1	jake the snake 1	229.13	Martin Vogel	27.54
2	slow poke	209.72	Tim Heikell	27.64
3	James the flames	202.89	Nate Small	27.96
4	Chaser10	187.31	Fabricio Mondragon	28.02
5	Kenny	186.20	Anthony Gonzales	28.03
6	Icarus	185.08	Leo Brown	28.03
7	Buzz	184.00	Fernando Anzo	28.79
8	Broken	183.43	Danielle Hayes	29.98
9	Strikeforce	183.24	Haley Bradford	30.00
10	buwnkel	182.54	Chelsea Lincoln	30.51

Exhibit "A-2"

DRIVER STATS

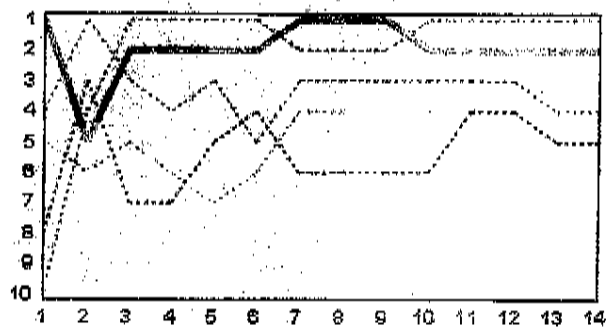
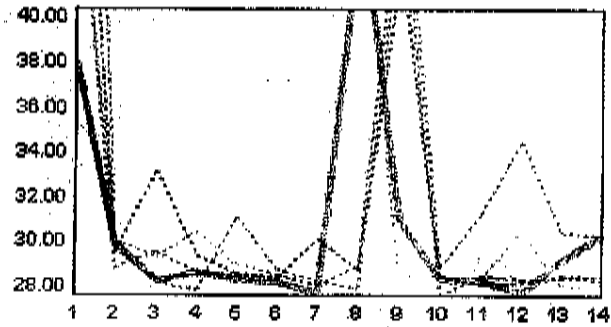
Tim Heikell

2nd Place

Racing Performance Measurement(RPM.) 1282(+82) Ranked 9,022 of 58,395 (84.55%) Since 11/18/06, 1st visit, 1st race

Laptimes (14-lap race) 11/18/06 01:50 PM

Position(By Best Lap Time)



- (1) 38.07
- (2) 29.98
- (3) 28.20
- (4) 28.58
- (5) 28.30
- (6) 28.16
- (7) 27.66
- (8) 44.45
- (9) 30.97
- (10) 28.27
- (11) 28.20
- (12) 27.64
- (13) 29.15
- (14) 30.25

Speed Sheet

Racer	Best Lap	Avg.	Gap	RPM.
1 Martin Vogel	27.54	29.82	0	2520 (+18)
2 Tim Heikell	27.64	29.98	0.1	1282 (+82)
3 Nate Small	27.96	30.17	0.41	1262 (+62)
4 Fabricio Mon...	28.02	31.01	0.48	1192 (+47)
5 Anthony Gonz...	28.03	30.11	0.48	1232 (+21)
6 Leo Brown	28.03	31.05	0.49	1301 (-7)
7 Fernando Anzo	28.79	30.50	1.25	1215 (-21)
8 Danielle Hayes	29.98	32.38	2.44	1082 (-30)
9 Haley Bradford	30.00	33.45	2.46	1007 (-45)
10 Chelsea Lincoln	30.51	35.04	2.97	1122 (-78)

Top RPM. Overall

- 1 "boot Strap Bill" (5322)
- 2 Matt Brown (4231)
- 3 Jeff Chun (3755)
- 4 Duster 123 (3751)
- 5 Royal Blueberry (3721)
- 6 D-dubb (3711)
- 7 Kerry Peterson (3619)
- 8 Toby Ullion (3595)
- 9 Crash Gill-more (3495)
- 10 Dice Man's Dad (3492)
- 11 Cry Baby!!! (3487)
- 12 James Stewart (3481)

Best Time of The Week

- 1 Kerry Peterson (26.12)
- 2 Dice Man's Dad (26.28)
- 3 Christopher Gosse... (26.30)
- 4 Tim Jones (26.35)
- 5 Roble Peterson (26.36)
- 6 Ketchrup (26.40)
- 7 Brett Edwards (26.44)
- 8 Thomas Hahn (26.46)
- 9 Nick Hogan (26.47)
- 10 Mr. Fantastic (26.50)
- 11 Derek Becker (26.55)
- 12 Stikemup (26.57)

P2P

Real Side-By-Side Racing
 Inland Empire's Only Indoor Kart Track
 Video Games, Pool Tables, Food & More
 Quiet, Emission-Free Karts
 Hand-Controlled Karts for Handicap
 Kid's Karts
 Arrive & Drive
 Group Events & Private Parties

Exhibit "B-1"

Race Details

Race Type: 1/4-Mile Race
 Award By: Best Lap
 Date: 11/14/2006 10:12 AM
 Winner: Michael Meyer

Rank	Name	Best Lap	1/4-Mile	Gap	Lap	Time	(+/-)
1	Michael Meyer	27.544	33.656	27.54	14	2520	18
2	Joe Dwyer	27.64	30.56	0.10	14	1282	82
3	Ryan Smith	27.956	31.383	0.41	14	1261	92
4	Patrick Anderson	28.024	32.145	0.48	14	1192	47
5	Anthony Gonzalez	28.027	31.847	0.48	14	1231	31
6	Leo Brown	28.033	32.446	0.49	14	1301	-7
7	Walter Bradford	28.789	33.001	1.25	14	1215	-21
8	Danielle Hayes	28.981	33.175	1.44	13	1082	-36
9	Chicoe Lincoln	31	34.717	2.46	13	1007	-45
10	Chicoe Lincoln	30.513	35.737	2.97	12	1122	-78

Rank	Name	Time	Note	Patrick Anderson	Anthony Gonzalez	Leo Brown	Fernando Lopez	Danielle Hayes	Walter Bradford	Chicoe Lincoln
74.87	38.07	47.10	48.86	54.40	30.58	65.49	41.87	49.91	43.42	
29.69	29.98	30.67	28.82	29.50	29.14	30.93	31.72	34.35	37.02	
28.17	28.21	29.30	29.52	39.18	39.16	29.37	30.55	34.09	35.04	
27.80	28.58	30.42	28.62	29.37	28.53	29.26	31.04	32.86	37.56	
31.15	28.30	28.95	28.45	28.55	28.46	28.81	30.23	30.00	35.02	
28.73	28.16	28.54	28.48	28.39	28.37	29.14	30.99	32.26	32.95	
28.19	27.66	28.03	28.02	30.11	28.23	29.50	30.38	30.17	48.85	
27.09	41.45	43.35	28.90	28.70	28.03	28.90	30.00	33.12	32.08	
44.97	33.97	35.43	47.13	41.31	47.81	48.04	28.68	30.20	31.88	
27.54	28.27	28.42	28.84	28.47	29.92	28.99	30.38	31.26	30.51	
28.45	28.22	28.26	31.02	28.03	30.85	29.07	30.63	31.46	32.33	
28.25	27.64	30.47	34.50	28.13	34.55	28.95	31.79	30.70	32.17	
28.39	28.15	27.96	30.41	28.41	30.33	28.79	30.56	30.96		
28.40	30.25	28.05	30.27	28.29	30.46	28.28				

Exhibit "B-2"

race results

race standard
 type best lap
 date friday april 27 2007 at 2:54 pm
 winner Martin Vogel by 0.10

rank	racer	best lap	average lap	gap	lap	pro score	change
1	Martin Vogel	27.54	33.03	27.54	14	95.00	-5.00
2	Tim Heikell	27.54	30.56	0.10	14	98.00	-2.00
3	Nate Small	27.96	31.38	0.42	14	105.00	5.00
4	Fabricio Mondragon	28.02	32.14	0.48	14	108.00	8.00
5	Anthony Gonzales	28.03	31.84	0.49	14	98.00	-2.00
6	Leo Brown	28.03	32.44	0.49	14	103.00	3.00
7	Fernando Anzo	28.79	33.00	1.25	14	93.00	-7.00
8	Danielle Hayes	29.98	33.17	2.44	13	108.00	8.00
9	Haley Bradford	30.00	34.72	2.46	13	101.00	1.00
10	Chelsea Lincoln	30.51	35.74	2.97	12	91.00	-8.00

lap	Martin Vogel	Tim Heikell	Nate Small	Fabricio Mondragon	Anthony Gonzales	Leo Brown	Fernando Anzo	Danielle Hayes	Haley Bradford	Chelsea Lincoln
1	74.87	38.07	47.10	46.36	54.40	60.58	65.49	42.67	49.91	43.42
2	29.69	29.98	30.07	28.62	29.50	29.14	30.93	31.72	34.36	37.02
3	28.17	28.20	29.30	29.52	33.16	29.16	29.37	30.95	34.09	35.04
4	27.80	28.58	30.42	28.62	29.37	28.53	29.26	31.04	32.86	37.59
5	31.15	28.30	28.95	28.45	28.55	28.46	28.81	30.23	30.00	35.02
6	28.73	28.16	28.54	28.48	28.38	28.37	29.24	30.99	32.26	32.95
7	28.19	27.66	28.03	28.02	30.11	28.23	29.50	30.28	50.17	48.85
8	27.89	44.45	45.35	28.90	28.70	28.03	28.90	50.00	33.12	32.08
9	44.97	30.97	28.43	47.13	42.32	47.61	45.04	29.98	30.20	31.88
10	27.54	28.27	28.42	28.64	28.47	29.92	28.99	30.38	31.26	30.51
11	28.45	28.20	28.29	31.22	28.03	30.83	29.47	30.65	31.46	32.33
12	28.25	27.54	30.17	31.50	28.13	31.59	28.95	31.79	30.70	32.17

Exhibit "C-1"

express assumption of risk, complete waiver and agreement not to sue, and indemnity agreement

<i>dated</i>	Friday, April 27 2007, 2:51p
<i>operator</i>	OSKAR Dev
<i>participant</i>	Tim Heikell 3611 SW Hanford Seattle, WA 98126
	<i>birthdate</i> 15 May 1964 <i>phone</i> 425-442-4565 <i>email</i> crashingsucks@gmail.com
<i>license #</i>	<i>issuing state / country</i>

READ THIS CAREFULLY - IT AFFECTS YOUR LEGAL RIGHTS.

In return for the license to use the property, facilities and services (the "Facilities") of the Operator of this or any owned or affiliated facilities (as well as any other persons or entity related thereto) and/or its subsidiaries and affiliates ("OPERATOR"). The undersigned ("PARTICIPANT"), for themselves, their heirs, assigns and legal representatives, hereby expressly agrees to:

1. ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM PARTICIPANT'S USE OR PRESENCE UPON THE FACILITIES, including, without limitation, the risks of death, bodily injury or property damage resulting from collision between his or her vehicle and another vehicle, a person or stationary object; skidding; overturning; sudden stops; braking or acceleration; fire; explosion; the unavailability of emergency medical care; or the negligent or deliberate acts of another person;
2. RELEASE OPERATOR, Franchisers and all its successors, assigns, subsidiaries, branches, operators, franchisees, affiliates, officers, directors, employees, and agents, landlords, and even sponsors from, and not to sue them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of PARTICIPANT'S use of or presence upon the Facilities, including without limitation, those based on death, bodily injury, or property damage, whether or not caused by the negligence or other fault of OPERATOR, including strict product liability or any other liability without fault;
3. RELEASE OPERATOR, and other parties identified in paragraph 2 and owners of the facilities ("OWNERS") of any and all responsibility to him or her and agrees to indemnify and hold harmless OPERATOR and owners against any and all damages or injuries arising out of the use of the Facilities by any party, including other PARTICIPANTS, or by negligent acts of OPERATOR or by PARTICIPANT;
4. WAIVE the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to the claims; material or otherwise, which the person giving the release does not know or suspect to exist at the time or executing the release;
5. INDEMNIFY AND DEFEND OPERATOR, against and hold harmless from any and all claims, causes of action, damages, judgments, costs or expenses, including attorney fees, which in anyway arise from PARTICIPANT'S Use or presence upon the Facilities;
6. PAY for any and all damages to the Facilities caused by PARTICIPANT, negligently willfully or otherwise; and
7. AGREE that by participating in events or the utilization of facilities of OPERATOR, I acknowledge that I am cognizant of all the inherent dangers of driving vehicles offered to PARTICIPANT and the basic safety rules for driving such vehicles (and if not I will advise OPERATOR and request further assistance so that I may fully understand them). I agree that I will not participate in any events or utilize the facilities if I am under the influence of drugs or alcohol, if I am pregnant, or if there is any other physical condition that may impair my ability to understand instructions or to participate without creating risk to others or myself.

I HAVE READ THIS AGREEMENT. I UNDERSTAND THAT BY MAKING THIS AGREEMENT I SURRENDER VALUABLE RIGHTS. I DO SO FREELY AND VOLUNTARILY. I FURTHER CERTIFY THAT I AM OF LAWFUL AGE, NOT PREGNANT, AND AND LEGALLY COMPETENT TO SIGN THIS AGREEMENT; THAT I UNDERSTAND THAT THE TERMS HEREIN ARE CONTRACTUAL AND NOT A MERE RECITAL; THAT I HAVE SIGNED THIS AGREEMENT AS MY OWN FREE ACT AND IF I HAVE ANY DOUBTS CONCERNING THE CONTENTS OF THIS AGREEMENT, I WILL CONSULT AN ATTORNEY BEFORE SIGNING IT.

<i>participant</i>	X	<i>date</i>	X
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printed Friday, April 27 2007, 6:38p

id 961AB02F-9C38-4004-9A08-0D49A3FFFBFA

Exhibit "C-2"

Express assumption of risk, complete waiver and agreement not to sue, and indemnity agreement

Dated	Saturday, November 18 2006, 1:39p		
Business Participant	Pole Position	Birthdate	15 May 1964
	Tim Heikell	Phone	425-442-4565
	3611 SW Hanford	Email	crashingsucks@gmail.com
	Seattle, WA 98126	Issue By	WA
License #	HEIKETP365KN		

READ THIS CAREFULLY - IT AFFECTS YOUR LEGAL RIGHTS.

In return for the license to use the property, facilities and services (the "Facilities") of the Operator of this or any owned or affiliated facilities (as well as any other persons or entity related thereto) and/or its subsidiaries and affiliates ("OPERATOR"). The undersigned ("PARTICIPANT"), for themselves, their heirs, assigns and legal representatives, hereby expressly agrees to:

1. ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM PARTICIPANT'S USE OR PRESENCE UPON THE FACILITIES, including, without limitation, the risks of death, bodily injury or property damage resulting from collision between his or her vehicle and another vehicle, a person or stationary object; skidding; overturning; sudden stops; braking or acceleration; fire; explosion; the unavailability of emergency medical care; or the negligent or deliberate acts of another person;
2. RELEASE OPERATOR, Franchisers and all its successors, assigns, subsidiaries, branches, operators, franchisees, affiliates, officers, directors, employees, and agents, landlords, and even sponsors from, and not to sue them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of PARTICIPANT'S use of or presence upon the Facilities, including without limitation, those based on death, bodily injury, or property damage, whether or not caused by the negligence or other fault of OPERATOR, including strict product liability or any other liability without fault;
3. RELEASE OPERATOR, and other parties identified in paragraph 2 and owners of the facilities ("OWNERS") of any and all responsibility to him or her and agrees to indemnify and hold harmless OPERATOR and owners against any and all damages or injuries arising out of the use of the Facilities by any party, including other PARTICIPANTS, or by negligent acts of OPERATOR or by PARTICIPANT;
4. WAIVE the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to the claims; material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release;
5. INDEMNIFY AND DEFEND OPERATOR, against and hold harmless from any and all claims, causes of action, damages, judgments, costs or expenses, including attorney fees, which in anyway arise from PARTICIPANT's Use or presence upon the Facilities;
6. PAY for any and all damages to the Facilities caused by PARTICIPANT, negligently willfully or otherwise; and
7. AGREE that by participating in events or the utilization of facilities of OPERATOR, I acknowledge that I am cognizant of all the inherent dangers of driving vehicles offered to PARTICIPANT and the basic safety rules for driving such vehicles (and if not I will advise OPERATOR and request further assistance so that I may fully understand them). I agree that I will not participate in any events or utilize the facilities if I am under the influence of drugs or alcohol, if I am pregnant, or if there is any other physical condition that may impair my ability to understand instructions or to participate without creating risk to others or myself.

I HAVE READ THIS AGREEMENT, I UNDERSTAND THAT BY MAKING THIS AGREEMENT I SURRENDER VALUABLE RIGHTS. I DO SO FREELY AND VOLUNTARILY. I FURTHER CERTIFY THAT I AM OF LAWFUL AGE, NOT PREGNANT, AND AM LEGALLY COMPETENT TO SIGN THIS AGREEMENT; THAT I UNDERSTAND THAT THE TERMS HEREIN ARE CONTRACTUAL AND NOT A MERE RECITAL; THAT I HAVE SIGNED THIS AGREEMENT AS MY OWN FREE ACT AND IF I HAVE ANY DOUBTS CONCERNING THE CONTENTS OF THIS AGREEMENT, I WILL CONSULT AN ATTORNEY BEFORE SIGNING IT.

Participant

Date

Printed Saturday, November 18 2006, 1:45p

ID 59606

Exhibit "D"

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America



Registration Number:

TX 6-898-089

Effective date of registration:

February 17, 2009

Title of Work: OSKAR Co Kari Business Software

Completion/Publication

Year of Completion: 2002

Date of 1st Publication: March 1, 2002

Author

Author: OSKAR Systems, LLC

Author Category: Computer Program

Work made for hire: Yes

Citizen of: United States

Registered in: United States

Copyright claimant

Copyright Claimant: OSKAR Systems, LLC

324 15th Avenue E, Suite 100, Seattle, WA, 98112-5194

Notation of copyright claim

Previously registered: No

Attestation

Name: Jani D. Votzke

Date: February 19, 2009

Correspondence: Yes