

STATE OF MINNESOTA
COUNTY OF HENNEPIN

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DISTRICT COURT
FOURTH JUDICIAL DISTRICT

BY _____ DEPUTY
HENN CO. DISTRICT
COURT ADMINISTRATOR

Case No. 27-CV-10-23022

Jesse M. Overton, SkyLearn, LLC, a Minnesota
limited liability company, and,
Skytech, Inc., a Minnesota corporation,

Judge Bruce A. Peterson

Plaintiffs,

**FINDINGS OF FACT,
CONCLUSIONS OF LAW,
AND ORDER FOR JUDGMENT**

v.

Robert Ziel, HEK and Associates, Inc. d/b/a
SkyLearn Digital Systems, a California
corporation, and The Robert K. [*sic*] Ziel and Jesse
Overton Partnership,

Defendants.

The above-entitled matter came on for trial before the Honorable Bruce A. Peterson,
Judge of the District Court, on November 28, 2011 through December 2, 2011.

Plaintiffs Jesse M. Overton, SkyLearn, LLC and Skytech, Inc. were represented by
Andrew P. Elsbecker, Esq.

Defendants Robert Ziel and HEK and Associates, Inc. d/b/a SkyLearn Digital Systems
were represented by Aaron R. Hartman, Esq. and Steven C. Kerbaugh Esq.

Having considered the arguments of counsel, and after having reviewed the evidence, file
and entire record, the Court makes the following:

FINDINGS OF FACT

1. Overton is a Minnesota resident and the president, founder, and sole owner of
Skytech, a Minnesota corporation. Skytech has historically been involved in marketing high
speed data technology. Overton is also founder, president, and sole owner of SkyLearn, LLC, a
Minnesota limited liability company. SkyLearn, LLC was created by Overton for the purpose of

marketing and/or licensing education remediation software for use in supplemental education services programs.

2. Ziel is a California resident and the founder, president, and sole owner of HEK, a California corporation. HEK has historically served as a value added reseller of computers, printers, and related technologies for such companies as IBM and the Xerox Corporation. As a value added reseller, HEK was in the business of purchasing hardware products and/or licenses for software products from distributors, adding value of some sort in their combination, and reselling the solution to HEK's clients.

3. Overton and Ziel first became acquainted with one another in the late 1980s, when Ziel made a presentation to a management group at the company where Overton worked at the time. Overton and Ziel communicated with one another throughout the years but did not have occasion to do business with one another until the early 2000s.

4. In late 2001, Overton requested Ziel's assistance in pursuing a potential business opportunity. The business opportunity related to marketing certain satellite technology to the Los Angeles Unified School District ("LAUSD"). Overton's efforts did not lead to a contract with LAUSD. However, during the course of their discussions, Ziel opened a business checking account at Bank of America in Skytech's name. The purpose of the account was to help Overton establish his satellite business in California.

5. Around the time of their discussions regarding the satellite business opportunity, Overton spoke with Ziel about a second potential business opportunity. The second business opportunity related to the soon-to-be-enacted federal No Child Left Behind ("NCLB") legislation. According to Overton, the NCLB legislation would make significant federal Title I funding available for education remediation. Overton believed that there would be an

opportunity to market education remediation software to children in school districts where NCLB funding was available.

6. Overton and Ziel discussed the NCLB opportunity after a meeting with LAUSD which Ziel and he attended on the satellite internet opportunity. Overton's business model was to create a network of individuals such as Ziel to market education remediation software in various parts of the country. At the time of Overton's initial discussion with Ziel, Overton had a relationship with an education remediation software vendor named IndiVisual Learning. Overton proposed that he would sell the right to use the software to Ziel and provide support in relations with software vendors. Ziel would serve as the "feet on the street," marketing the software to non-profit organizations and to children in school districts where NCLB funding was available and interfacing with the users. Although Overton testified at trial that he and Ziel reached an agreement to share profits equally from the NCLB opportunity in 2001, the weight of the evidence leads this Court to find that no definitive agreement was reached at that time.

7. At the time of his initial discussions with Overton regarding the NCLB opportunity, Ziel was contemplating retirement. Ziel hoped that his daughter, Erin Ziel, would take over HEK, the "family" business. Erin Ziel was not interested in just selling printers and computer technology. She indicated, though, that she might be willing to take over HEK if it had a social justice aspect, such as helping to educate children. With his daughter's interest piqued, Ziel told Overton that he was willing to investigate the NCLB opportunity further. Ziel then reviewed the IndiVisual software. After his review, Ziel did not believe that he could effectively market the IndiVisual software. Overton began a search for a new software vendor.

8. Several months later, on October 21, 2002, Skytech entered into a contract with a new software vendor called Scientific Learning. (Ex. 205.) The contract provided SkyTech with

the exclusive right to license Scientific Learning software to supplemental education service programs provided by “faith based” or “other community organizations.” The contract required Skytech, as sublicensee, to pay a “site” license fee in excess of \$29,000 for each location (such as a school or non-profit computer lab) where the software was being used. The Scientific Learning contract entitled Skytech to a “commission” of 40% of the total software license fee.

9. Ziel reviewed the Scientific Learning software before Skytech signed its contract with Scientific Learning. However, Ziel was not involved in the negotiation of the Scientific Learning contract. Neither Ziel nor HEK were parties to the contract between Skytech and Scientific Learning.

10. On the day that the contract was signed, October 21, 2002, Overton visited Ziel’s office in Danville, California. During their meeting, Overton and Ziel agreed that HEK would market the software in California. HEK agreed to reimburse Skytech for the cost of each sublicense “sold” to each school or non-profit. In addition, and as an incentive to get HEK to market as much product as possible, Overton and Ziel agreed that Skytech would pay HEK half of Skytech’s 40% commission for each sublicense. HEK never received any portion of its earned commissions.

11. Under their agreement, HEK had the exclusive right to market the Scientific Learning software on behalf of Plaintiffs on the west coast. However, HEK was not required to utilize Overton, Skytech, or SkyLearn as its exclusive software vendor.

12. The parties never reduced their agreement to writing.

13. By the time HEK began marketing the Scientific Learning software, the parties discovered that federal NCLB funding would be paid based on an hourly reimbursement rate for supplemental education services (“SES”), not simply for providing software licenses to schools

and non-profits. NCLB and related regulations required SES providers to obtain a license to operate in each state where the provider intended to provide services. HEK then became licensed as an SES provider in the state of California for the 2003-2004 school year.

14. HEK marketed the Scientific Learning software only during the 2003-2004 and 2004-2005 school years. With Overton's consent and approval, HEK marketed the software under the fictitious business name "SkyLearn Digital Systems" beginning in fall 2003. HEK also used the software directly as an approved SES provider. In fall 2004, Scientific Learning cancelled its contract with Skytech for failure to meet nationwide volume commitments. Scientific Learning also objected to SkyLearn Digital Systems' use of its software because Scientific Learning claimed SkyLearn Digital Systems did not qualify as a community-based or faith-based organization. Thereafter, Scientific Learning refused to allow Skytech and its network of marketers (including HEK) to continue using the product.

15. SkyTech and HEK joined in a lawsuit against Scientific Learning over the circumstances of Scientific Learning's termination. Scientific Learning invoked the arbitration clause in the contract, and the lawsuit was dismissed. SkyTech and HEK were unable to afford the arbitrator's fees, and they therefore did not pursue the contract dispute.

16. Scientific Learning agreed to permit HEK to use its software for orders placed during the 2004-2005 school year. It refused to pay commissions on orders placed after the termination of the contract.

17. Following the cancellation of the Scientific Learning contract, Overton identified a replacement vendor called Pearson Digital Systems ("Pearson"). Pearson signed a contract with SkyLearn in early 2005. (Ex. 222.) The contract between SkyLearn and Pearson did not include a provision for commissions (or other similar remuneration) to be paid to SkyLearn. Ziel

had no role in the negotiation of the Pearson contract, and neither Ziel nor HEK was a party to Plaintiffs' distributorship agreement with Pearson. Ziel received a final copy of the Pearson contract from Plaintiffs' attorney, John Broeker, on August 22, 2005. (Ex. 102) Ziel claims not to have read the agreement at any time. HEK was listed as an authorized sublicensee of the Pearson software. Accordingly, HEK purchased sublicenses for the Pearson software during the 2005-2006 and 2006-2007 school years. Overton charged HEK no markup for HEK's use of Pearson software.

18. In late 2005, Overton negotiated another contract with a third software vendor called Lifetime Learning. (Ex. 59.) The contract between SkyLearn and Lifetime Learning did not include a provision for commissions (or other similar remuneration) to be paid to SkyLearn. As with Scientific Learning and Pearson, neither HEK nor Ziel played any part in negotiating or signing the Lifetime Learning contract. HEK was an authorized sublicensee of the Lifetime Learning software. HEK purchased sublicenses for the Lifetime Learning software during the 2005-2006 and 2006-2007 school years. Overton charged no markup for HEK's use of Lifetime Learning software.

19. In 2006, Ziel received a phone call from a representative of the Santa Barbara Unified School District, Dr. Cynthia White. Dr. White expressed enthusiasm about a supplemental education software program called Let's Go Learn. As a result of that phone call, Ziel met with Let's Go Learn representatives. Ziel was impressed by what he saw and heard. HEK signed a contract with Let's Go Learn that allowed HEK to sublicense the software directly from the distributor. Unlike Scientific Learning, Pearson, and Lifetime Learning, Let's Go Learn did not require a volume commitment which Ziel knew he could not meet (*see* Ex. 240); therefore, the primary impediment to Ziel forming a contract directly with distributors was

removed. HEK thereafter focused its efforts on the marketing and implementation of the Let's Go Learn software and related services.

20. Overton discovered that Ziel had signed a direct contract with Let's Go Learn in fall 2006 from Richard Capone of Let's Go Learn. Capone informed Overton that Let's Go Learn already had an agreement with "SkyLearn." Overton sent Capone an email informing him of the distinction between SkyLearn Digital Systems and SkyLearn, LLC. In his email, Overton stated that: "I have instructed the president that while Mr. Ziel represents us in the Western part of the United States that we are separate and independent and would need to sign our own contract."

21. Near the conclusion of the 2006-2007 school year, in a series of written communications that were made both directly and through counsel, Overton demanded an accounting of HEK's profits resulting from its SES business activities. Implicit in Overton's communications was a demand that Ziel and/or HEK share a portion of any profits with Overton. The 2007 communications were the only written record presented at trial in which Overton made a written demand for an accounting or a share of the profits from Ziel's SES business. (*See Exs. 247-256.*)

22. In response to Overton and and counsel John Broecker's demand for an accounting, Ziel sent a projection (ex. 80) which provided, among other things, for a payment of \$84,000 to Ziel as a salary. Overton objected to Ziel taking a salary and demanded a full accounting for HEK's actual SES profits. Ziel refused Overton's demands.

23. As a result of these communications, the parties agreed to end their business relationship. The parties conducted no business together after April 2007.

24. At all times during the course of their business relationship, HEK performed the majority of the work required to market the supplemental education software in California. For example, HEK representatives attended school fairs where SES providers and the parents of eligible students were present. During the fairs, HEK representatives “pitched” their SES – of which the remediation software was a substantial part – to the parents. The parents would then select the service provider that was best suited to the child’s needs. HEK participated in well over 100 such school fairs between 2003 and 2007. HEK’s marketing efforts also included numerous meetings with school district representatives throughout California. The software providers provided marketing materials to HEK/SkyLearn Digital Systems for it to use during provider fairs and meetings with students and teachers.

25. Overton travelled to California to attend some provider fairs and attended some of HEK’s meetings with school district representatives. He also assisted HEK in its efforts to become approved as an SES provider in California.

26. At all times during the course of their business relationship, HEK performed the substantial majority of the work required to implement its SES in California. Once a parent agreed to use the service, HEK entered into a contract with the school district. The typical contract outlined the terms and conditions under which the services would be provided by HEK and then paid for by the district. The services provided included the provision of software licenses, obtaining computers for the students to use, hiring tutors and teachers and other on-site personnel necessary to ensure the program’s success, and committing the staff necessary to install the software at the sites where the children would be using it. Overton and his companies were not parties to HEK’s contracts with the school districts. The up-front cost of HEK’s implementation efforts in California was borne solely by HEK. As services were provided, HEK

invoiced the schools based on the number of hours that the enrolled students used the computer program. The schools then reimbursed HEK with their allotted NCLB funds.

27. At no time during the course of their business relationship did the parties ever enter into, or attempt to enter into, any written agreement memorializing the terms of any relationship that existed between them. Indeed, there is no writing that purports to describe the terms of their business relationship in any way. At various times Overton referred to HEK as a community-based organization, a faith-based organization, a partner, and a customer. Overton referred to Ziel at various times as a consultant, partner, and Vice President for the Western Region of SkyLearn. (*See, e.g.*, Exs. 212-213, 216, 245, 261.)

28. Broeker noted “Bob Agreement—50% after expenses” during a meeting with Overton on September 16, 2005. This is the only written evidence of a profit-sharing agreement. As noted below, it supports the view that Overton may have believed he had such an agreement, but the evidence that Ziel also agreed is unconvincing.

29. During the course of the parties’ business relationship, Overton and his companies were represented by several lawyers, including Skytech “general counsel” Broeker.

30. At no time did the parties ever jointly file a Statement of Partnership Authority (or similar corporate filing) with the California or Minnesota Secretaries of State (or any other government agency).

31. At no time did the parties ever file any joint federal or state income tax returns. In fact, neither Overton nor Ziel (nor any of the business entities they controlled) claimed any joint or partnership income or loss in any of their personal and corporate income tax returns.

32. At no time did the parties share any joint savings accounts or joint lines of credit.

33. At no time did the parties possess any joint real or personal property. In fact, Overton claimed to have complete control over what he described to be the two most important components of their business relationship: the contractual relationships with software vendors Scientific Learning, Pearson and Lifetime Learning, and use of the “SkyLearn” name.

34. At no time did Ziel or HEK ever have management rights over, or possess joint or transferrable interests in, Skytech or SkyLearn. Likewise, none of Plaintiffs ever had management rights over, or possessed joint or transferable interests in, HEK.

35. During the course of their business relationship, certain payments were made to or on behalf of Overton or Skytech which Ziel contends were loans that should be repaid. They include:

- a. January 4, 2002 loan of \$2,000 to open bank account;
- b. January 16, 2002 loan of \$100;
- c. February 28, 2002 loan of \$100;
- d. August 1, 2002 loan of \$600;
- e. October 10, 2002 loan of \$800;
- f. October 11, 2002 loan of \$311;
- g. October 11, 2002 loan of \$502;
- h. January 24, 2003 loan of \$500;
- i. February 7, 2003 loan of \$100;
- j. February 24, 2003 loan of \$500;
- k. February 24, 2003 loan of \$500;
- l. August 23, 2004 loan of \$2,630 in amount of commissions due to HEK;
- m. October 15, 2004 loan of \$400;

- n. March 1, 2005 loan of \$1,275 for HEK employees to fly to Nashville to support Overton with another customer;
- o. March 1, 2005 loan of \$500 for other costs associated with sending HEK employees to Nashville to support Overton with another customer;
- p. May 13, 2005 loan of \$3,000;
- q. May 18, 2005 loan of \$10,520 in amount of commissions due to HEK;
- r. February 2, 2006 loan of \$500; and
- s. April 25, 2007 loan of \$6,899.86 to send an HEK employee to Florida to support Overton with another customer.

(See Ex. 299.)

36. In August, 2010 Plaintiffs served Defendants Ziel and HEK with a Complaint alleging five claims against Defendants. Four of those claims – Count I (Formation of Partnership (Declaratory Relief), Count II (Accounting), Count III (Dissolution and Winding Up of Partnership) and Count IV (Breach of Duty of Loyalty) – are premised upon the existence of a partnership between Overton and Ziel. A fifth claim – Count V (Cease Use of SkyLearn Name) – has been withdrawn by Plaintiffs.

37. Defendants Ziel and HEK served their Answer in this matter on December 27, 2010 and, in May 2011, amended that Answer to assert a Counterclaim for breach of the loan agreement between Ziel and HEK.

CONCLUSIONS OF LAW

1. “[T]he association of two or more persons to carry on as co-owners a business for profit forms a partnership, whether or not the persons intend to form a partnership.” Minn. Stat. § 323A.0202(a). “A person who receives a share of the profits of a business is presumed to be a partner in the business” Minn. Stat. § 323A.0202(c)(3). Sharing of profits alone, however,

does not establish the existence of a partnership. *Bradley v. Bradley*, 554 N.W.2d 761, 765 (Minn. Ct. App. 1996).

2. The burden of establishing a partnership by a fair preponderance of credible evidence rests with the party attempting to prove its existence. *Foot, Schulze & Co. v. Porter*, 154 N.W. 1078, 1080 (Minn. 1915).

3. “To establish a partnership, the evidence must show that the parties have entered into a *contractual relation* by which they have combined their property, labor, and skill in an enterprise or business as principals for the purpose of joint profit.” *Hamilton v. Boyce*, 48 N.W.2d 172, 173 (Minn. 1951) (emphasis added). In determining whether there was an agreement between the Parties to share profits, the Court may look to any writing that exists between the Parties, to their words and to their conduct. *See Roberge v. Cambridge Coop. Creamery*, 79 N.W.2d 142, 146 (Minn. 1956) (noting that a contract may be express or implied, but it is necessary to have mutual assent, which “may be manifested wholly or partly in written or oral words or partly in written or oral words and partly by the conduct of the parties”); *see also Speckel v. Perkins*, 364 N.W.2d 890, 893 (Minn. Ct. App. 1985) (citing *Cederstrand v. Lutheran Bhd.*, 117 N.W.2d 213, 221 (Minn. 1962) (“Expressions of mutual assent, by words or conduct, must be judged objectively, not subjectively”)).

4. Courts are skeptical of claims that a partnership agreement existed between individuals or entities in the absence of a written agreement. *See, e.g., Arnold v. De Booy*, 201 N.W. 437, 438-39 (Minn. 1924) (finding that there was no partnership contract where there was “no pretense . . . of an express agreement” and an agreement could not be implied where one alleged partner contributed “his own hard-earned money” and the other alleged partners could not “even eke out a mere existence by their own efforts”); *Tran v. Tran*, No. A09-2142, 2010

WL 2572617, at *4 (Minn. Ct. App. June 29, 2010) (Kerbaugh Aff. Ex. Z) (upholding district court's finding that there was no partnership interest in a grocery store where the only evidence of partnership was testimony that a written contract was not needed because "we talk and do it on a trust").

5. Overton testified that the parties agreed to share profits equally and to correspondingly share any losses. Ziel disagreed. While the business relationship between Overton and Ziel was closer than an arm's length relationship, Plaintiffs have failed to meet their burden of proving by a fair preponderance of credible evidence that Plaintiffs and Defendants mutually agreed to share profits equally. The indefinite oral agreement to which Overton testified is inadequate to establish a profit sharing arrangement, especially since Overton projected the business to be worth millions of dollars.

6. To establish a partnership, each partner must also have a proprietary interest and right of control over the subject of the partnership property. *Rehnberg v. Minn. Homes*, 52 N.W.2d 454, 457 (Minn. 1952);¹ *see also Bradley*, 554 N.W.2d at 765 (noting that even where the parties shared profits from their joint ownership of property, there was no partnership where they "did not . . . actively manage the property"). Such joint control must consist of a near equal right to direct operations. *Powell v. Trans Global Tours, Inc.*, 594 N.W.2d 252, 256 (Minn. Ct. App. 1999) (quoting *Wilson v. Am. Trans Air, Inc.*, 874 F.2d 386, 388 (7th Cir. 1989)); *see also Dorsey & Whitney LLP v. Grossman*, 749 N.W.2d 409, 416 (Minn. Ct. App. 2008) (noting that a substantial degree of influence does not amount to joint control).

¹ While *Rehnberg* is a joint venture case, it is applicable to the partnership context because, as the Supreme Court has noted, "[a]lthough a joint adventure is not, in a strict legal sense, a copartnership, the rules and principles applicable to a partnership relation, with few if any material exceptions, govern and control the rights, duties, and obligations of the parties." *Rehnberg*, 52 N.W.2d at 457.

7. Overton and Ziel had no joint property. Overton contracted with software distributors to obtain the right to sublicense their products. This right belonged to Plaintiffs alone, and Overton claimed that he could revoke HEK's sublicensing rights at any time. Meanwhile, Ziel and HEK purchased all of the personal property necessary to bring the software to school children with their own money/credit and in the absence of any material financial involvement by Overton.

8. Ziel and HEK had no right to control Plaintiffs' actions. Overton contracted with the distributors; Ziel and HEK had no part in the negotiation of Plaintiffs' software vendor contracts and were not parties to those contracts. Ziel and HEK were not officers, director/governors or owners of either Skytech or SkyLearn and had no authority or entitlement to make management decisions for Overton or his business entities.

9. Plaintiffs had no right to control Ziel's or HEK's actions. HEK's staff attended school fairs, pitched their services, entered into their own agreements for the provision of services, purchased necessary hardware and installed products on-site in homes and in schools with virtually no involvement on Plaintiffs' part. Not one of Plaintiffs was an officer, director or owner of HEK, and not one of Plaintiffs was entitled to make management decisions for Ziel or HEK.

10. SkyLearn/Skytech and HEK functioned as distinct, separate businesses that were controlled by different individuals and involved in different activities.

11. Although the Court found Overton to be credible and he may have genuinely believed that he and Ziel were partners, there is no objective evidence in the record demonstrating that Ziel or HEK formed a profit-sharing partnership. The parties never memorialized the existence of a partnership in writing, the parties had no joint property or

control, Plaintiffs failed to act as if a partnership existed for several years prior to commencing this litigation, and numerous indicia that might suggest the existence of a partnership are missing – e.g. filings with the Secretary of State, joint tax returns, partnership income/losses reported on personal tax returns, and joint accounts and credit lines. This case would look different if Overton had insisted on an accounting and profit sharing after the first year of operation in 2005. Instead, there is no evidence of such partnership related activity by him until 2007. Moreover, it was not until 2010 that Plaintiffs brought a claim for an accounting for a partnership which ended in 2007.

12. Defendants have persuaded the Court that Overton's claim of a vague oral agreement to share profits is inadequate to carry the Plaintiffs' burden of proof absent an express agreement or the kind of conduct by the parties consistent with such an agreement except for a demand for an accounting long after the fact. The same reasoning holds true for Defendants' counterclaim. Although the Defendants have documented that payments were made to Overton or his companies, with four exceptions there is a lack of any documentation indicating these are loans, what the repayment terms are, or that Overton ever agreed to make repayment. In particular, the single largest item in the counterclaim, the claim for payment of \$10,520 to John Broeker in May of 2005 for disputed commissions with Scientific Learning, is devoid of explanation of what happened to the money. Similarly, the parties had many interactions with each other and supported each other in various ways. Overton periodically assisted Ziel while in California, and assisted in other ways such as in obtaining the SES license. For Defendants now to contend that assistance provided by HEK employees in Nashville and Florida was a loan is inconsistent with Defendants' basic proposition that claims should be supported by written agreements. The four exceptions to this lack of documentation of a loan are: a check from HEK

and Associates to Jesse Overton/Skytech for \$2000 on January 4, 2002, a check from HEK to Skytech for \$500 on January 24, 2003, a check from HEK to Skytech for \$500 on February 24, 2003, and a check from HEK to Skytech on February 2, 2006, for \$500. These checks all contain the word "loan" in the memo line. Overton or his employees apparently negotiated these checks having seen the term "loan", and their use of the checks under such circumstances constitutes an agreement to repay. Although Plaintiffs have asserted a statute of limitations defense, absent a term for repayment of the loan, the default date is not ascertainable and the statute of limitations defense fails. Accordingly, Skytech, Inc. is liable to HEK for \$3500.


ORDER

1. Plaintiffs' claims against Defendants are dismissed with prejudice and on the merits.
2. Defendant HEK is awarded damages in the amount of \$3500 from Plaintiff Skytech, Inc. on its counterclaim.
3. Plaintiffs shall reimburse Defendants for reasonable attorneys' fees expended as a result of Plaintiffs' failure to abide by the Court's September 6, 2011, Order Setting Court Trial in the amount of \$1,605.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Date: _____

12/30/11



Bruce A. Peterson
Judge of District Court

State of Minnesota
Hennepin County

District Court
Fourth Judicial District

Court File Number: **27-CV-10-23022**

Case Type: Civil Other/Misc.

VINCENT D LOUWAGIE
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**ANTHONY OSTLUND BAER
LOUWAGIE**

**Jesse M Overton, SkyLearn LLC, Skytech Inc vs Robert Ziel, HEK and Associates Inc
d/b/a SkyLearn Digital Systems, The Robert K Ziel and Jesse Overton Partnership**

Please find enclosed, documents from Hennepin County Court Administration.

If you have any questions, please call 612-596-7386

Dated: **12/30/2011**

Mark S. Thompson
Court Administrator
Hennepin County District Court
300 South Sixth Street, C-3 Minneapolis
MN 55487-0332

cc: ANDREW PAUL ELSBECKER