IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION - ROCKFORD

ROBERT C. THURSTON, Plaintiff,	
v.	Case No. 05C50220
B.E.S.C.R., INC., separately and doing business as Eastwood-Stein Deposition Management, an Illinois corporation, Defendant.	FILED NOV 07 2005 MICHAEL W. DOBBINS, CLERK UNITED STATES DISTRICT COURT

COMPLAINT

NOW COMES Plaintiff Robert C. Thurston, by and through counsel, and for his Complaint against Defendant B.E.S.C.R., Inc., separately and doing business as Eastwood-Stein Deposition Management ("Eastwood-Stein"), hereby states as follows:

Parties

1. Robert C. Thurston ("Thurston") is an individual residing at 10469 Bethel Avenue, Huntley, McHenry County, Illinois 60142.

2. B.E.S.C.R., Inc. is an Illinois corporation with its principal place of business located at 11 South LaSalle Street, Suite 900, Chicago, Cook County, Illinois 60602. B.E.S.C.R., Inc. transacts business as Eastwood-Stein Deposition Management ("Eastwood-Stein") in Rockford, throughout the Northern District of Illinois and throughout the country.

Jurisdiction and Venue

3. Jurisdiction is proper pursuant to 29 U.S.C. §1132(e) and 28 U.S.C. §1367(a).

4. Venue is proper pursuant to 28 U.S.C. §1391(b).

Factual Background

5. On April 18, 2005, Eastwood-Stein entered into an Employment Agreement ("Agreement" or "contract") with Thurston (a true and accurate copy of the Employment Agreement is attached hereto as Exhibit A.)

6. On April 25, 2005, Elizabeth Eastwood ("Eastwood"), CEO/President of Eastwood-Stein, sent an email to the entire company announcing Thurston as the new General Counsel for the company (a true and accurate copy of the April 25 email is attached hereto as Exhibit B.)

7. Thurston began his employment on April 25, 2005 in the Chicago, Illinois office of Eastwood-Stein.

8. From April 25, 2005 through the present, Thurston has performed or has attempted to perform his job duties diligently and faithfully for Eastwood-Stein.

9. During a meeting held on October 6, 2005, Irv Williamson ("Williamson"), CFO of Eastwood-Stein; Eastwood; and Steven Artstein ("Artstein"), Executive Vice President of Eastwood-Stein, advised Thurston that his responsibilities as General Counsel were being removed.

10. On or about October 7, 2005, Thurston was instructed by Artstein to conduct business on behalf of Eastwood-Stein thereafter from Thurston's "home office."

11. On October 12, 2005, Eastwood sent an email with a new company organization chart in which Thurston was listed as a salesperson reporting to Artstein as Vice President Sales & Marketing (a true and accurate copy of the October 12 email and organization chart is attached hereto as Exhibit C.)

12. On October 14, 2005, Artstein sent an email with "Sales Goals and Objectives" to Thurston. Thurston responded to this email that the sales goals and objectives were neither in compliance with nor required by the Employment Agreement (a true and accurate copy of the October 14 email string is attached hereto as Exhibit D.)

13. On or before October 26, 2005, Thurston could not longer login to the Eastwood-Stein computer network or access his company email. Upon information and belief, an Eastwood-Stein employee changed Thurston's passwords and barred him access to their computer systems.

14. As of October 26, 2005, Thurston could not longer use the company phone issued to him. Upon information and belief, an Eastwood-Stein employee changed Thurston's phone service and barred him access to the company telephone system.

15. Upon information and belief, Eastwood-Stein's principals are telling other Eastwood-Stein employees that Thurston was "never General Counsel for the company" and that Eastwood's father, Edward Foote, was "always General Counsel" for the company.

16. Despite assigning numerous complex legal issues to Thurston prior to October 6, 2005, Eastwood-Stein's principals also denied Thurston access to legal research materials necessary form him to perform his job duties.

17. On November 1, 2005, Eastwood-Stein served a "NOTICE OF TERMINATION" upon Thurston (a true and accurate copy of the Notice of Termination is attached hereto as Exhibit E.)

18. Eastwood-Stein has attempted to terminate Thurston "for purposeful breaches of [his] employment with B.E.S.C.R. d/b/a Eastwood-Stein." (See Exhibit E.)

19. Upon information and belief, Eastwood-Stein's principals intend to cease paying Thurston's salary and benefits immediately under the Employment Agreement.

20. Upon information and belief, Eastwood-Stein terminated Thurston because Eastwood-Stein is in financial duress and benefits substantially from termination for purposeful breach as opposed to firing or other contract termination.

COUNT I
(ERISA – 29 U.S.C. §1132(a))

21. Thurston repeats and realleges the allegations of the preceding paragraphs of this Complaint and incorporates them herein by reference as if set forth in full.

22. Eastwood-Stein established, provides and maintains an employee welfare benefit plan (hereinafter "Eastwood-Stein welfare plan") within the meaning of 29 U.S.C. §1002(1).

23. Eastwood-Stein provided medical benefits coverage via BlueCross of California, Group # 152390M007, to its employees and paid the full amount of Thurston's premiums as a company executive. Thurston's coverage under the medical benefits coverage included his wife Deanna and their two children Simon and Nigel as beneficiaries.

24. Eastwood-Stein provided dental benefits coverage via GE Group Life Assurance Company, Group # 454-3590-00, to its employees and paid the full amount of Thurston's premiums as a company executive. Thurston's coverage under the dental benefits coverage included his wife Deanna and their two children Simon and Nigel as beneficiaries.

25. Eastwood-Stein provided vision benefits coverage via Vision Service Plan to its employees and paid the full amount of Thurston's premiums as a company executive. Thurston's coverage under the vision benefits coverage included his wife Deanna and their two children Simon and Nigel as beneficiaries.

26. Eastwood-Stein provided life insurance and accidental death and disability benefits coverage via GE Group Life Assurance Company, Group # 454-3590-00, to its employees and paid the full amount of Thurston's premiums as a company executive. Upon information and belief, Thurston's coverage under the life insurance and accidental death and disability included $600,000.00 of coverage as an executive of the company.

27. Thurston was an employee and is a participant and beneficiary of the Eastwood-Stein welfare plan as defined by 29 U.S.C. §§1002(6)-(8).

28. Thurston's wife and two children are also beneficiaries of the Eastwood-Stein welfare plan as defined by 29 U.S.C. §1002(8).

29. Section 3.4 of the Employment Agreement provides: "[Thurston] shall, in accordance with Company policy and the terms of the applicable plan documents, be eligible to participate in benefits under any Company benefit plan or arrangement which may be in effect from time to time and made available to its executive or key management employees." (See Exhibit A, Sec. 3.4.)

30. Section 4.1.2 of the Employment Agreement provides for termination of Thurston by Eastwood-Stein and provides in pertinent part, "If termination is made by the Company prior to April 17, 2008, the Company shall . . . continue to pay Executive's benefits for a period of twelve (12) months as severance compensation." (See Exhibit A, Sec. 4.1.2.)

31. Eastwood-Stein has terminated or intends to terminate Thurston's benefits without complying with the terms of the Employment Agreement or the terms of the Eastwood-Stein welfare plan.

32. Upon information and belief, Eastwood-Stein has terminated Thurston for "purposeful breach of" employment in order to avoid application of the Consolidated Omnibus Budget Reconciliation Act (hereinafter "COBRA"), 29 U.S.C. §1161 et seq.

33. Eastwood-Stein has failed to give proper notice to Thurston regarding his rights for continuing benefits coverage pursuant to 29 U.S.C. §1161 et seq. of COBRA.

34. Eastwood-Stein has failed to give Thurston the opportunity to continue benefits coverage as required under 29 U.S.C. §1161 et seq. of COBRA.

35. Eastwood-Stein is in violation of the COBRA and the continuation of coverage requirements under 29 U.S.C. §1161 et seq.

36. Eastwood-Stein has violated the provision of benefits entitled to Thurston pursuant to 29 U.S.C. §1132(a)(1)(B) and under Section 3.4 of the Employment Agreement.

37. Eastwood-Stein has violated the provision of benefits entitled to Thurston pursuant to 29 U.S.C. §1132(a)(3)(A) and under Section 4.1.2 of the Employment Agreement.

38. Thurston seeks to enforce his rights under the terms of the Eastwood-Stein welfare plan pursuant to 29 U.S.C. §1132(a)(1)(B) and under Section 3.4 or 4.1.2 of the Employment Agreement.

39. Further, Thurston seeks to have this Court clarify his future benefits under the terms of the Eastwood-Stein welfare plan pursuant to 29 U.S.C. §1132(a)(1)(B) and under Section 4.1.2 of the Employment Agreement.

40. Thurston also seeks to enjoin the acts or practices of Eastwood-Stein that violate the provision of benefits entitled to Thurston pursuant to 29 U.S.C. §1132(a)(3)(A) and under Section 4.1.2 of the Employment Agreement.

41. Thurston also seeks to obtain such other appropriate equitable relief, including but not limited to forcing Eastwood-Stein to continue or compensate Thurston for the equivalent benefits for a period of twelve (12) months from the date of termination or breach, pursuant to 29 U.S.C. §1132(a)(3)(B) and under Section 4.1.2 of the Employment Agreement in order to redress Eastwood-Stein's violations or to enforce the provisions of the ERISA statute or the terms of the Eastwood-Stein welfare plan.

42. Thurston also seeks to have Eastwood-Stein pay Thurston's reasonable attorney's fees and costs of action pursuant to 29 U.S.C. §1132(g)(1).

WHEREFORE, Plaintiff Robert C. Thurston demands that judgment be entered in his favor and against B.E.S.C.R., Inc., separately and doing business as Eastwood-Stein Deposition Management, as follows:

1. Eastwood-Stein has violated the provision of benefits entitled to Thurston pursuant to 29 U.S.C. §1132(a)(1)(B);
2. Eastwood-Stein has violated the provision of benefits entitled to Thurston pursuant to 29 U.S.C. §1132(a)(3)(A);
3. Eastwood-Stein has violated the provision of benefits entitled to Thurston under Section 3.4 of the Employment Agreement;
4. Eastwood-Stein has violated the provision of benefits entitled to Thurston under Section 4.1.2 of the Employment Agreement;
5. Recovery of Thurston's benefits payable by Eastwood-Stein through April 17, 2008 pursuant to 29 U.S.C. §1132(a)(1)(B);
6. Recovery of Thurston's benefits payable by Eastwood-Stein through November 1, 2006 under Section 4.1.2 of the Employment Agreement;
7. Enforcement of Thurston's rights to benefits pursuant to 29 U.S.C. §1132(a)(1)(B);
8. A clarification of Thurston's rights to future benefits pursuant to 29 U.S.C. §1132(a)(1)(B);
9. A clarification of Thurston's rights to future benefits pursuant to COBRA 29 U.S.C. §1161 et seq.;

10. An injunction against Eastwood-Stein from ceasing or attempting to cease Thurston's benefits pursuant to 29 U.S.C. §1132(a)(3)(A);

11. Eastwood-Stein is in violation of COBRA and the continuation of coverage requirements under 29 U.S.C. §1161 et seq.;

12. An award of attorney's fees and costs pursuant to 29 U.S.C. §1132(g)(1);

13. All other appropriate equitable relief pursuant to 29 U.S.C. §1132(a)(3)(B); and

14. All such other and further relief as this honorable Court deems just and equitable.

COUNT II
(Breach of Contract)

43. Thurston repeats and realleges the allegations of the preceding paragraphs of this Complaint and incorporates them herein by reference as if set forth in full.

44. Eastwood-Stein hired Thurston as an "executive" of the company on April 18, 2005. (Exhibit A, Sec. 1.1.)

45. The duration of the Employment Agreement is from April 18, 2005 to April 17, 2005. (Exhibit A, Sec. 1.1.)

46. Thurston was hired with the title "General Counsel and Vice President, Strategic Initiatives" and was to report to the "Chief Executive Officer (CEO), or the Executive Vice President." (Exhibit A, Sec. 1.2)

47. Thurston was hired to "do and perform all services, acts or things necessary or advisable to manage and conduct the business of the Company and which are normally associated with the position of General Counsel and Vice President, Strategic Initiatives." (Exhibit A, Sec. 1.3.)

48. Thurston was to perform his job duties "at the Company's offices, located in Chicago, Illinois, or at any other place at which the Company maintains an office" "unless the Parties otherwise agree in writing, during the term of this Agreement." (Exhibit A, Sec. 1.5.)

49. Eastwood-Stein does not maintain an office in Huntley, Illinois (a true and accurate copy of the office locations of Eastwood-Stein is attached hereto as Exhibit F.)

50. Compensation of Thurston was set on a base salary plus commission as follows:

a. Base of $160,000.00 for the period April 18, 2005 through December 31, 2005;

b. Base of $170,000.00 for the period January 1, 2006 through December 31, 2006;

c. Base of $180,000.00 for the period January 1, 2007 through December 31, 2007;

d. Base of $190,000.00 for the period January 1, 2008 through April 17, 2008; and

e. Commission based on sales in excess of $200,000.00, which is not at issue herein.

(Exhibit A, Sec. 3.1 and Addendum A.)

51. Thurston was also "eligible to participate in benefits under any Company benefit plan or arrangement which may be in effect from time to time and made available to its executive or key management employees." (Exhibit A, Sec. 3.4.)

52. Thurston participates in all of the benefit plans available to executives or key management employees as described previously in this Complaint.

53. Under the Employment Agreement, "either Party may terminate [Thurston's] employment . . . at any time, with or without cause, subject to the terms and conditions of Section 4." (Exhibit A, Sec. 1.1.)

54. Eastwood-Stein could terminate Thurston's employment as follows: "The Company may terminate Executive's employment under this Agreement at any time and for any reason, . . . by delivery of sixty (60) days written notice of such termination to the Executive. Any notice of termination given pursuant to this Section shall effect termination as of the date specified in such notice or, in the event no such date is specified, on the last day of the month in which such notice is delivered or deemed delivered as provided in Section 9 below. **If termination is made by the Company prior to April 17, 2008, the Company shall pay Executive**

the sum of $200,000.00 (Two Hundred Thousand Dollars) or the balance remaining to be paid to Executive as if Executive were employed for the entire period of this Agreement, whichever is greater, in one lump sum and shall continue to pay Executive's benefits for a period of twelve (12) months as severance compensation." (Exhibit A, Sec. 4.1.2, emphasis in original.)

55. Eastwood-Stein has breached the Employment Agreement as follows:

a. By taking away Thurston's title of General Counsel and Vice President, Strategic Initiatives;
b. By impeding Thurston's ability to perform his job functions as General Counsel and Vice President, Strategic Initiatives;
c. By removing Thurston's status as an executive of the company;
d. By telling other Eastwood-Stein employees that Thurston was "never General Counsel" for the company;
e. By forcing Thurston to work out of his home office, which is not a place where Eastwood-Stein maintains an office, without a written agreement to do so;
f. By ceasing Thurston's compensation;
g. By ceasing Thurston's benefits;

h. By terminating Thurston prior to April 17, 2008 without 60 days written notice;

i. By terminating Thurston prior to April 17, 2008 without paying the severance compensation set forth in the Employment Agreement; and

j. By otherwise failing to comply with terms of the Employment Agreement, including but not limited to the Termination section.

56. Thurston has been directly harmed by Eastwood-Stein's breach by having his salary and benefits ceased, violating his expectation of employment through April 17, 2008, by not providing adequate notice so Thurston could seek other employment before termination, by placing his family's welfare and health at risk, and by making false allegations against Thurston in his employment.

57. Since the breach occurred prior to April 17, 2008, the balance due in severance by Eastwood-Stein to Thurston is in excess of $400,000.00 plus one year of benefits from the date of breach.

WHEREFORE, Plaintiff Robert C. Thurston demands that judgment be entered in his favor and against B.E.S.C.R., Inc., separately and doing business as Eastwood-Stein Deposition Management, as follows:

1. An award of a sum of money in excess of $400,000.00 in damages as compensation for Eastwood-Stein's breach of the Employment Agreement, the precise amount to be proven at trial;
2. An award of a sum of money equal to the cash value or cost of three (3) years of benefits under the Eastwood-Stein welfare plan, which amount shall be proven at trial;
3. An award of reasonable attorney's fees and costs incurred by Thurston in accordance with Section 17.1 of the Employment Agreement; and
4. All such other and further relief as this honorable Court deems just and equitable.

COUNT III
(Declaratory Judgment – 28 U.S.C. §2201)

58. Thurston repeats and realleges the allegations of the preceding paragraphs of this Complaint and incorporates them herein by reference as if set forth in full.

59. The Employment Agreement contains a provision regarding Confidentiality and Proprietary Information. (Exhibit A, Sec. 7.2.)

60. The Employment Agreement contains a non-competition and non-solicitation provision, which extends for one (1) year beyond the termination of employment of Thurston with Eastwood-Stein. (Exhibit A, Sec. 7.3.)

61. There is an actual controversy between Thurston and Eastwood-Stein as to whether Sections 7.2 and 7.3 of the Employment Agreement still apply and are enforceable.

62. Eastwood-Stein has breached the Employment Agreement as set forth previously in this Complaint.

63. Thurston seeks a declaration by this Court that Sections 7.2 and 7.3 no longer apply and are stricken from the Employment Agreement as a result of Eastwood-Stein's breach.

WHEREFORE, Plaintiff Robert C. Thurston demands that judgment be entered in his favor and against B.E.S.C.R., Inc., separately and doing business as Eastwood-Stein Deposition Management, as follows:

1. A declaration that Sections 7.2 and 7.3 of the Employment Agreement no longer apply and are stricken as a result of Eastwood-Stein's breach;
2. A declaration that the one (1) year non-compete and non-solicitation clause is invalid as a matter of law; and
3. All such other and further relief as this honorable Court deems just and equitable.

COUNT IV
(Wrongful Termination)

64. Thurston repeats and realleges the allegations of the preceding paragraphs of this Complaint and incorporates them herein by reference as if set forth in full.

65. The Notice of Termination served by Eastwood-Stein upon Thurston contains four allegations of "purposeful breaches" of the Employment Agreement by Thurston.

66. The allegations of purposeful breaches contained in the Notice of Termination are false.

67. The principals of Eastwood-Stein know the allegations contained in the Notice of Termination are false.

68. During a meeting with Eastwood-Stein principals and its outside counsel on October 29, 2005, Thurston stated that he was still fully willing and able to perform his job duties for the company, despite Eastwood-Stein's breach of the Employment Agreement.

69. Eastwood-Stein has served the Notice of Termination in order to avoid compliance with the termination provisions of the Employment Agreement.

70. Thurston has been wrongfully terminated by Eastwood-Stein in violation of the Employment Agreement and the Illinois Whistleblower Act 740 ILCS 174/15 et seq.

WHEREFORE, Plaintiff Robert C. Thurston demands that judgment be entered in his favor and against B.E.S.C.R., Inc., separately and doing business as Eastwood-Stein Deposition Management, as follows:

1. An award of compensatory damages in excess of $400,000.00;

2. An award of compensatory damages equal to the cash value or cost of three (3) years of benefits under the Eastwood-Stein welfare plan;
3. An award of punitive damages in excess of $10,000.000.00;
4. An award of reasonable attorney's fees and costs; and
5. All such other and further relief as this honorable Court deems just and equitable.

<u>COUNT V</u>
(Defamation)

71. Thurston repeats and realleges the allegations of the preceding paragraphs of this Complaint and incorporates them herein by reference as if set forth in full.

72. On or about October 12, 2005, Artstein said to Tess Jones, the Chicago office manager of Eastwood-Stein, that Thurston "was collecting a big paycheck for sitting around and doing nothing."

73. On or about October 21, 2005, Eastwood told Carol Shindhelm, the Milwaukee office manager of Eastwood-Stein, that Thurston "was never our General Counsel. My father [Ed Foote] was always General Counsel for the company."

74. Although these statements were made after constructive termination took place on October 6, 2005, they preceded the Notice of Termination served on November 1, 2005.

75. These defamatory statements are damaging to Thurston's reputation as a hard worker and a person with integrity.

76. The defamatory statements also prejudice Thurston in his profession as attorney and General Counsel of the company.

77. Further, the Notice of Termination makes false allegations regarding Thurston's employment with Eastwood-Stein.

78. All of the statements were known to be false at the time they were made by the principals of Eastwood-Stein.

79. Eastwood and Artstein made the false statements with the intent of improving their perception among the Eastwood-Stein employees at the expense of Thurston and to distract attention away from Thurston's claims against the company.

80. As a direct and proximate result of the defamation by Eastwood and Artstein, Thurston has lost his job, lost the salary and benefits under the Employment Agreement, has suffered humiliation, mental anguish and suffering.

WHEREFORE, Plaintiff Robert C. Thurston demands that judgment be entered in his favor and against B.E.S.C.R., Inc., separately and doing business as Eastwood-Stein Deposition Management, as follows:

1. An award of compensatory damages in excess of $400,000.00;

2. An award of compensatory damages equal to the cash value or cost of three (3) years of benefits under the Eastwood-Stein welfare plan;
3. An award of punitive damages in excess of $10,000.000.00;
4. An award of reasonable attorney's fees and costs; and
5. All such other and further relief as this honorable Court deems just and equitable.

COUNT VI
(Violation of the Illinois Whistleblower Act – 740 ILCS 174/15)

81. Thurston repeats and realleges the allegations of the preceding paragraphs of this Complaint and incorporates them herein by reference as if set forth in full.

82. On October 24, 2005, Thurston wrote a letter to the Edward Foote, counsel for Eastwood-Stein, and Eastwood stating his reasonable cause to belief there are fraudulent practices of Eastwood and Artstein that would cause civil and criminal liability for the company. (A true and accurate copy of the October 24, 2005 letter is attached hereto as Exhibit G; the attachments to this letter are already exhibits in this Complaint.)

83. In the October 24, 2005 letter, Thurston also informed Eastwood-Stein that he believed the company was in breach of the Employment Agreement. (See Exhibit G.)

84. On October 29, 2005, a meeting was held with Edward Foote, Eastwood, and Robert Foote, who represented himself as outside counsel for Eastwood-Stein.

85. During the October 29 meeting, Thurston was interrogated regarding the allegations contained in the October 24 letter.

86. Thurston answered the questions to the best of his ability and expressed concern about the impact on the company. Thurston also gave the company the opportunity to address the issues before going to authorities, which he felt he had an ethical obligation to do under Illinois Rules of Professional Conduct 1.2(g) and 1.6(c).

87. Eastwood-Stein's response was the November 1 Notice of Termination.

88. Eastwood-Stein has retaliated in violation of 740 ILCS 174/15 against Thurston's attempt to resolve possibly illegal and unethical practices by the principals of Eastwood-Stein.

89. The information presented to Eastwood-Stein was not obtained by Thurston in his capacity as General Counsel or in the context of the attorney-client privilege. The information was obtained by Thurston in his business capacity as a Vice President and officer of the company.

WHEREFORE, Plaintiff Robert C. Thurston demands that judgment be entered in his favor and against B.E.S.C.R., Inc., separately and doing business as Eastwood-Stein Deposition Management, as follows:

1. An award of compensatory damages in excess of $400,000.00;
2. An award of compensatory damages equal to the cash value or cost of three (3) years of benefits under the Eastwood-Stein welfare plan;
3. A Class A misdemeanor against Eastwood-Stein and its principals;
4. An award of reasonable attorney's fees and costs pursuant to 740 ILCS 174/30; and
5. All such other and further relief as this honorable Court deems just and equitable.

Plaintiff Robert C. Thurston

By: ______________________

Robert C. Thurston
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EXHIBIT A

EMPLOYMENT AGREEMENT

BY AND BETWEEN

EASTWOOD-STEIN, INC.

AND

ROBERT C. THURSTON

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into effective as of **April 18, 2005**, by and between **Eastwood-Stein, Inc.** (the "Company"), and **Robert C. Thurston** ("Executive"). The Company and Executive are hereinafter collectively referred to as the "Parties," and individually referred to as a "Party."

RECITALS

A. The Company desires assurance of the continued association and services of Executive in order to retain Executive's experience, skills, abilities, background and knowledge, and is willing to engage Executive's services on the terms and conditions set forth in this Agreement.

B. Executive desires to continue in the employ of the Company, and is willing to continue such employment on the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the foregoing Recitals and the mutual promises and covenants herein contained, and for other good and valuable consideration, the Parties, intending to be legally bound, agree as follows:

1. EMPLOYMENT

1.1. The Company hereby employs Executive, and Executive hereby accepts employment by the Company, upon the terms and conditions set forth in this Agreement for the period commencing **April 18, 2005 (the "Hire Date")** and ending **April 17, 2008**. Notwithstanding anything herein to the contrary, either Party may terminate Executive's employment under this Agreement at any time, with or without cause, subject to the terms and conditions of Section 4 herein.

1.2. Executive shall have the title of **General Counsel and Vice President, Strategic Initiatives** and shall serve in such other capacity or capacities as the Company may from time to time prescribe. Executive shall report to the Chief Executive Officer (CEO), or the Executive Vice President.

1.3. Executive shall do and perform all services, acts or things necessary or advisable to manage and conduct the business of the Company and which are normally associated with the position of General Counsel and Vice President, Strategic Initiatives, consistent with the Bylaws of the Company and as required by the Company's Owners.

1.4. The employment relationship between the Parties shall be governed by the policies and practices established by the Owners, except that when the terms of this Agreement differ from or are in conflict with the Company's policies or practices, this Agreement shall control.

1.5. Subject to the provisions of Section 4 of this Agreement, unless the Parties otherwise agree in writing, during the term of this Agreement, Executive shall perform the services he is required to perform pursuant to this Agreement at the Company's offices, located in Chicago, Illinois, or at any other place at which the Company maintains an office; provided, however, that the Company may from time to time require Executive to travel temporarily to other locations in connection with the Company's business.

2. LOYAL AND CONSCIENTIOUS PERFORMANCE; NONCOMPETITION

2.1. During his employment by the Company, Executive shall devote his full business energies, interest, abilities and productive time to the proper and efficient performance of his duties under this Agreement, subject only to Section 23 of this Agreement.

2.2. Except with the prior written consent of the Company's Owners, Executive will not, during his employment by the Company, engage in competition with the Company, either directly or indirectly, in any manner or capacity, as adviser, principal, agent, partner, officer, director, employee, member of any association or otherwise, in any phase of the business of developing, manufacturing and marketing of products which are in the same field of use or which otherwise compete with the products or proposed products of the Company.

2.3. Except as permitted herein, Executive agrees not to acquire, assume or participate in, directly or indirectly, any position, investment or interest known by him to be adverse or antagonistic to the Company, its business or prospects, financial or otherwise. Ownership by Executive, as a passive investment, of less than one percent (1%) of the outstanding shares of capital stock of any corporation with one or more classes of its capital stock listed on a national securities exchange or publicly traded in the over-the-counter market shall not constitute a breach of this paragraph.

3. COMPENSATION OF EXECUTIVE

3.1. The Company shall pay Executive on the following schedule:

3.1.1. For the period of the Hire Date to December 31, 2005, a **base salary of $160,000** payable in semi-monthly payments in accordance with Company policy. In addition, the Company shall pay Executive a **commission in accordance with and as set forth in Addendum A** of this Agreement.

3.1.2. For the period of January 1, 2006 to December 31, 2006, a **base salary of $170,000** payable in semi-monthly payments in accordance with Company policy. In addition, the Company shall pay Executive a **commission in accordance with and as set forth in Addendum A** of this Agreement.

3.1.3. For the period of January 1, 2007 to May 1, 2007, a **base salary of $180,000** payable in semi-monthly payments in accordance with Company policy. In addition, the Company shall pay Executive a **commission in accordance with and as set forth in Addendum A** of this Agreement.

3.1.4. For the period of January 1, 2008 to April 17, 2008, a **base salary of $190,000** payable in semi-monthly payments in accordance with Company policy. In addition, the Company shall pay Executive a **commission in accordance with and as set forth in Addendum A** of this Agreement.

3.1.5. Commissions shall be paid in accordance with and as set forth in Addendum A of this Agreement.

3.2. Executive's compensation may be changed from time to time by mutual agreement of Executive and the Company.

3.3. All of Executive's compensation shall be subject to customary withholding taxes and any other employment taxes as are commonly required to be collected or withheld by the Company.

3.4. Executive shall, in accordance with Company policy and the terms of the applicable plan documents, be eligible to participate in benefits under any Company benefit plan or arrangement which may be in effect from time to time and made available to its executive or key management employees.

3.5. At any time before expiration of this Agreement or upon expiration of this Agreement as set forth under Section 4.1.7, Company may, at its option, compensate Executive by a year-end bonus based on performance payable in cash and/or stock in the Company or a combination thereof.

3.6. Company is no way obligated to extend a bonus or stock in the company to the offer to the Executive.

4. TERMINATION

4.1. TERMINATION. Executive's employment with the Company may be terminated under the following conditions:

4.1.1. DEATH OR DISABILITY. Executive's employment with the Company shall terminate effective upon the date of Executive's death or "Complete Disability."

4.1.1.1. COMPLETE DISABILITY. "Complete Disability" shall mean the inability of Executive to perform Executive's duties under this Agreement because Executive has become permanently disabled within the meaning of any policy of disability income insurance covering employees of the Company then in force. In the event the Company has no policy of disability income insurance covering employees of the Company in force when Executive becomes disabled, the term "Complete Disability" shall mean the inability of Executive to perform Executive's duties under this Agreement by reason of any incapacity, physical or mental, which the Owners, based upon medical advice or an opinion provided by a licensed physician acceptable to the Owners, determines to have incapacitated Executive from satisfactorily performing all of Executive's usual services for the Company during the foreseeable future. Based upon such medical advice or opinion, the determination of the Owners shall be final and binding and the date such determination is made shall be the date of such complete disability for purposes of this Agreement.

4.1.2. TERMINATION BY THE COMPANY. The Company may terminate Executive's employment under this Agreement at any time and for any reason, except as set forth in Section 4.1.5 of this Agreement, by delivery of sixty (60) days written notice of such termination to the Executive. Any notice of termination given pursuant to this Section shall effect termination as of the date specified in such notice or, in the event no such date is specified, on the last day of the month in which such notice is delivered or deemed delivered as provided in Section 9 below. **If termination is made by the Company prior to April 17, 2008, the Company shall pay Executive the sum of $200,000.00 (Two Hundred Thousand Dollars) or the balance remaining to be paid to Executive as if Executive were employed for the entire period of this Agreement, whichever is greater, in one lump sum and shall continue to pay Executive's benefits for a period of twelve (12) months as severance compensation.**

4.1.3. TERMINATION BY EXECUTIVE. Executive may terminate his employment under this Agreement upon sixty (60) days notice to the Company for any reason by delivery of a written notice of such termination to the Company. Any notice of termination given pursuant to this Section shall effect termination as of the date specified in such notice or, in the event no date is specified, on the last day of the month in which such notice is delivered or deemed delivered as provided in Section 9 below.

4.1.4. TERMINATION BY MUTUAL AGREEMENT OF THE PARTIES. Executive's employment pursuant to this Agreement may be terminated at any time upon the mutual agreement in writing of the parties. Any such termination of employment shall have the consequences specified in such agreement.

4.1.5. TERMINATION BY SUBSTANTIAL CHANGE IN OWNERSHIP OF THE COMPANY. The Company may terminate Executive's employment pursuant to this Agreement upon sixty (60) days notice of:

4.1.5.1. A sale of substantially all of the Company's assets or outstanding stock to a purchaser other than the owner of said assets or stock on the Hire Date;

4.1.5.2. The Company's decision to terminate its business and liquidate all of its assets;

4.1.5.3. The merger or consolidation or acquisition of the Company by another company;

4.1.5.4. Bankruptcy or Chapter 11 reorganization.

If termination of Executive occurs under any of these circumstances, it shall be deemed termination by the Company as set forth in Section 4.1.2 of this Agreement and all stock and stock options afforded to Executive shall be deemed fully vested.

4.1.6. TERMINATION FOR OTHER MATTERS. The Company may terminate Executive's employment pursuant to this Agreement at any time and with one (1) day written notice if Executive has purposely violated any terms of this Agreement; has been convicted of any crime against the Company; has been convicted of a felony against other persons; or has been indicted by a federal or state authority for crimes involving moral turpitude. If termination results under this Section, it shall be deemed a termination by Executive under Section 4.1.3 of this Agreement.

4.1.7. TERMINATION BY EXPIRATION OF THIS AGREEMENT. Executive's employment terminates automatically upon the expiration of this Agreement. Upon expiration of this Agreement, the parties may, at their option, elect to renew or negotiate new terms of this Agreement or enter into a completely new employment agreement, but are under no obligation to do so.

4.1.8. EXTENSION OF THIS AGREEMENT. The parties may at any time prior to the expiration of this Agreement and notwithstanding any other provision set forth in this Agreement, mutually agree to extend this Agreement in writing executed by the parties hereto.

5. REIMBURSEMENT OF EXPENSES

5.1. Executive may incur reasonable expenses for furthering the Company's business, including expenses for a cellular phone; entertainment; travel; and similar items. The Company shall reimburse Executive for all business expenses on a timely basis (not to exceed three weeks) after Executive presents an itemized account of expenditures, pursuant to Company policy.

6. VACATION

6.1. Executive shall be entitled to an annual allotment of 4 weeks vacation at full pay plus all Company recognized paid holidays plus two sick or personal days; or, alternatively, Executive shall be entitled to a maximum of thirty (30) days paid time off.

7. CONFIDENTIAL AND PROPRIETARY INFORMATION; NONSOLICITATION

7.1. Executive agrees to continue to abide by the Proprietary Information and Inventions Agreement that he executed upon commencement of employment with the Company, a copy of which is attached hereto as Exhibit A.

7.2. Executive recognizes that his employment with the Company will involve contact with information of substantial value to the Company, which is not old and generally known in the trade, and which gives the Company an advantage over its competitors who do not know or use it, including but not limited to, techniques, designs, drawings, processes, inventions, developments, equipment, prototypes, sales and customer information, and business and financial information relating to the business, products, practices and techniques of the Company, (hereinafter referred to as "Confidential and Proprietary Information"). Executive will at all times regard and preserve as confidential such Confidential and Proprietary Information obtained by Executive from whatever source and will not, either during his employment with the Company or thereafter, publish or disclose any part of such Confidential and Proprietary Information in any manner at any time, or use the same except on behalf of the Company, without the prior written consent of the Company.

7.3. While employed by the Company and for one (1) year thereafter, the Executive agrees that in order to protect the Company's Confidential and Proprietary Information from unauthorized use, that Executive will not, either directly or through others, solicit or attempt to solicit any employee, consultant or independent contractor of the Company to terminate his or her relationship with the Company in order to become an employee, consultant or independent contractor to or for any other person or business entity; or the business of any customer, vendor or distributor of the Company which, at the time of termination or one (1) year immediately prior thereto, was doing business with the Company.

8. ASSIGNMENT AND BINDING EFFECT

8.1. This Agreement shall be binding upon and inure to the benefit of Executive and Executive's heirs, executors, personal representatives, assigns, administrators and legal representatives. Because of the unique and personal nature of Executive's duties under this Agreement, neither this Agreement nor any rights or obligations under this Agreement shall be assignable by Executive. This Agreement shall be binding upon and inure to the benefit of the Company and its successors, assigns and legal representatives.

9. NOTICES

9.1. All notices or demands of any kind required or permitted to be given by the Company or Executive under this Agreement shall be given in writing and shall be personally delivered (and receipted for) or mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

9.1.1. If to the Company:

Attn: Elizabeth Eastwood, CEO
Eastwood-Stein
11 South LaSalle Street, Suite 900
Chicago, IL 60603

9.1.2. If to Executive:

Robert C. Thurston
10469 Bethel Avenue
Huntley, IL 60142

Any such written notice shall be deemed received when personally delivered or three (3) days after its deposit in the United States mail as specified above. Either Party may change its address for notices by giving notice to the other Party in the manner specified in this section.

10. CHOICE OF LAW

10.1. This Agreement is made in Chicago, Illinois. This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

11.INTEGRATION

11.1. This Agreement contains the complete, final and exclusive agreement of the Parties relating to the terms and conditions of Executive's employment. This Agreement supersedes and terminates all prior oral and written employment agreements or arrangements between the Parties.

12.AMENDMENT

12.1. This Agreement cannot be amended or modified except by a written agreement signed by Executive and the Company.

13.WAIVER

13.1. No term, covenant or condition of this Agreement or any breach thereof shall be deemed waived, except with the written consent of the Party against whom the wavier in claimed, and any waiver or any such term, covenant, condition or breach shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other term, covenant, condition or breach.

14.SEVERABILITY

14.1. The finding by a court of competent jurisdiction of the unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid or illegal. Such court shall have the authority to modify or replace the invalid or unenforceable term or provision with a valid and enforceable term or provision which most accurately represents the parties' intention with respect to the invalid or unenforceable term or provision.

15.INTERPRETATION; CONSTRUCTION

15.1. The headings and titles set forth in this Agreement are for convenience of reference only and shall not be used in interpreting this Agreement. This Agreement has been drafted by legal counsel representing the Company, but Executive has been encouraged, and has consulted with, his own independent counsel and tax advisors with respect to the terms of this Agreement. The Parties acknowledge that each Party and its counsel has reviewed and revised, or had an opportunity to review and revise, this Agreement, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

16.REPRESENTATIONS AND WARRANTIES

16.1. Executive represents and warrants that he is not restricted or prohibited, contractually or otherwise, from entering into and performing each of the terms and covenants contained in this Agreement, and that his execution and performance of this Agreement will not violate or breach any other agreements between Executive and any other person or entity.

17.LITIGATION COSTS

17.1. Should any litigation, arbitration, or administrative action be commenced between the parties or their personal representatives concerning any provision of this Agreement or the rights and duties of any person in relation to this agreement, the party or parties prevailing in such action shall be entitled, in addition to such other relief as may be granted to a reasonable sum as and for that party's attorney's fees in such litigation which shall be determined by the court, arbitrator, or administrative agency, in such action or in a separate action brought for that purpose.

18. COUNTERPARTS

18.1. This Agreement may be executed in two counterparts, each of which shall be deemed an original, all of which together shall contribute one and the same instrument.

19. ARBITRATION

20. INJUNCTIVE RELIEF

20.1. Executive is obligated under this Agreement to render services and comply with covenants of a special, unique, unusual and extraordinary character, thereby giving this Agreement peculiar value, so that the loss of such service or violation by Executive of this Agreement, including, but not limited to, the Proprietary Information and Inventions Agreement, could not reasonably or adequately be compensated in damages in an action at law. Therefore, notwithstanding Section 17 herein, in addition to any other remedies or sanctions provided by law, whether criminal or civil, and without limiting the right of the Company and successors or assigns to pursue all other legal and equitable rights available to them, the Company shall have the right during Executive's employment hereunder (or thereafter with respect to obligations continuing after the termination of this Agreement) to compel specific performance hereof by Executive or to obtain temporary and permanent injunctive relief against violations hereof by Executive, including, but not limited to violations of the Proprietary Information and Inventions Agreement, and, in furtherance thereof, to apply to any court with jurisdiction over the Parties to enforce the provisions hereof.

21. TRADE SECRETS OF OTHERS

21.1. It is the understanding of both the Company and Executive that Executive shall not divulge to the Company Aand/or its subsidiaries any confidential information or trade secrets belonging to others, including Executive's former employers, nor shall the Company and/or its affiliates seek to elicit from Executive any such information. Consistent with the foregoing, Executive shall not provide to the Company and/or its affiliates, and the Company and/or its affiliates shall not request, any documents or copies of documents containing such information.

22. ADVERTISING WAIVER

22.1. Executive agrees to permit the Company and/or its affiliates, and persons or other organizations authorized by the Company and/or its affiliates, to use, publish and distribute advertising or sales promotional literature concerning the products of the Company and/or its affiliates, or the machinery and equipment used in the manufacture thereof, in which Executive's name and/or pictures of Executive taken in the course of Executive's provision of services to the Company and/or its affiliates, appear. Executive hereby waives and releases any claim or right Executive may otherwise have arising out of such use, publication or distribution.

23. OUTSIDE ACTIVITIES

23.1. Executive may continue until completion his representation of clients in two pending litigations captioned Learning Tree Preschool of Crystal Lake, Inc. v. Estate of Donna L. Ross, et al., McHenry County Circuit Court, Case No. 05-CH-134 and Pumps & Process Equipment, Inc. v. Sharpe Mixers, et al., Cook County Circuit Court, Case No. 04-L-012965, under the business name of Thurston Law Offices or any other business name Executive chooses and such activities shall not be deemed in violation of this Agreement. The Company shall make reasonable allowances for Executive to make court appearances and other necessary obligations in order to complete and close these cases. Other than as noted herein, Executive shall maintain no other activities that in any way interfere with Executive duties to the Company and pursuant to this Agreement.

24. EXECUTION

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

EASTWOOD-STEIN, INC.:

By:______________________________
(Signature)

Its: ______________________________
(Title)

Dated: __________________________

EXECUTIVE:

By:______________________________
Robert C. Thurston

Dated: __________________________

21. TRADE SECRETS OF OTHERS

21.1. It is the understanding of both the Company and Executive that Executive shall not divulge to the Company and/or its subsidiaries any confidential information or trade secrets belonging to others, including Executive's former employers, nor shall the Company and/or its affiliates seek to elicit from Executive any such information. Consistent with the foregoing, Executive shall not provide to the Company and/or its affiliates, and the Company and/or its affiliates shall not request, any documents or copies of documents containing such information.

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22.1. Executive agrees to permit the Company and/or its affiliates, and persons or other organizations authorized by the Company and/or its affiliates, to use, publish and distribute advertising or sales promotional literature concerning the products of the Company and/or its affiliates, or the machinery and equipment used in the manufacture thereof, in which Executive's name and/or pictures of Executive taken in the course of Executive's provision of services to the Company and/or its affiliates, appear. Executive hereby waives and releases any claim or right Executive may otherwise have arising out of such use, publication or distribution.

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24. EXECUTION

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

EASTWOOD-STEIN, INC.:

By: ______________________
(Signature)

Its: CEO / President
(Title)

Dated: 4-7-05

EXECUTIVE:

By: ______________________
Robert C. Thurston

Dated: 4-7-05

ADDENDUM A: COMMISSIONS

This Addendum is incorporated by reference as if set forth in full in the Agreement. Executive shall be paid commissions as follows:

1. **Two percent (2.0%) of gross revenues generated by Executive in excess of $200,000 per calendar year**. Executive shall receive no commissions if gross revenues do not exceed $200,000 in any calendar year. Executive is paid on originals and all copies associated with the original setting.
2. In accordance with Section 3.2 of the Agreement, Executive's commission calculation, as part of compensation, may be changed from time to time by mutual agreement of Executive and the Company.
3. Commissions shall be paid out to Executive **** at the same time all commissions are paid on a monthly basis 45 days after the later of (a) $200,000 in gross revenues have been billed to customers, or (b) $200,000 in gross revenues have been paid by customers to Company. Such calculation shall be determined after any charge-backs or non-payments have been accounted for. If Executive meets the payment requirements under this provision prior to the end of any calendar year, then Company shall pay out each increment of commissions within thirty (30) days after receipt of payment by customers.

T. J.

312-261-4585

FAX to Steve
312-553-0735

EXHIBIT B

From: Elizabeth Eastwood

Sent: Monday, April 25, 2005 7:29 AM

To: allusers@depoexchange.com

Subject: ES Welcomes New General Counsel

Robert ("TJ") Thurston will be joining Eastwood-Stein as General Counsel and Vice President, Strategic Initiatives. TJ will be working out of the Chicago office.

TJ has had a wide range of experience in both the legal and business arenas before joining Eastwood-Stein. TJ spent several years working in the litigation support technology area, assisting law firms and corporate clients with managing paper and electronic discovery issues. For part of that experience, TJ owned his own technology consulting business.

He has also worked in several major law firms representing insurance and reinsurance companies in both coverage and liability litigation matters on both a national and regional basis. TJ has written and lectured widely on issues relating to electronic discovery and using technologies in complex litigation matters.

TJ received his Bachelor of Arts degree from the University of Michigan in 1984 with a double major in economics and German languages and literature. He received his J.D. degree in 1987 from the Ohio State College of Law (now called The Moritz College of Law at The Ohio State University), where he was an editor of the Journal on Dispute Resolution. TJ is admitted to practice in Illinois, New Jersey and Pennsylvania.

TJ's contact information:
Cell Number: 312-296-7818
Direct Line: 312-994-2162
tjthurston@eastwood-stein.com

Please join me in welcoming TJ!

Elizabeth Eastwood
President and CEO
Eastwood-Stein

EXHIBIT C

TJ Thurston

From: Elizabeth Eastwood

Sent: Wednesday, October 12, 2005 6:17 PM

To: allusers@depoexchange.com

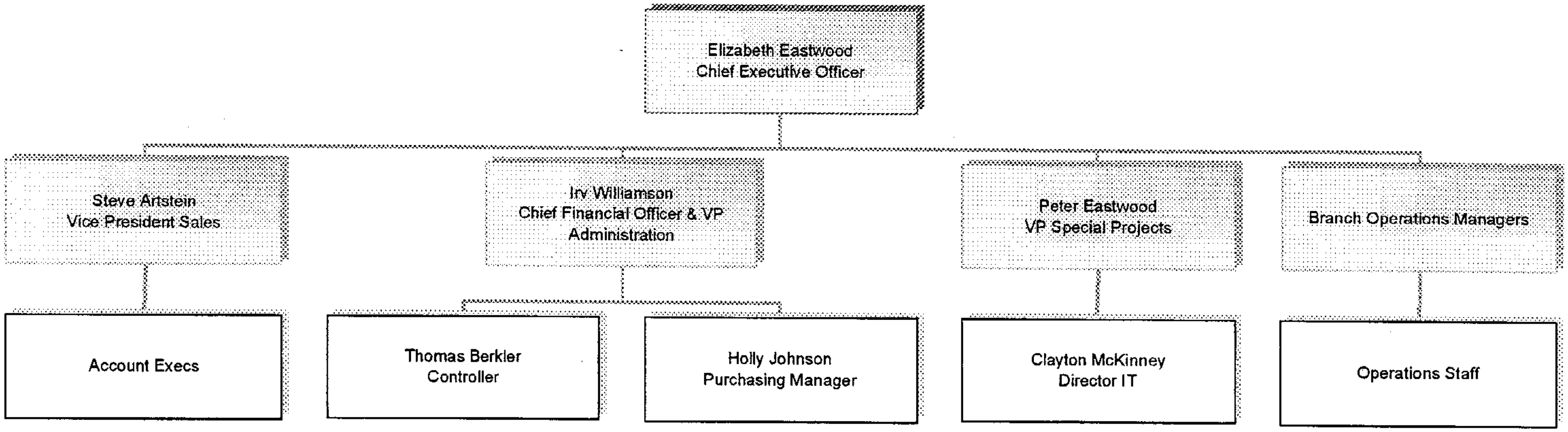
Hello Everyone,

To better focus on improvements in our sales and operations we have reorganized Eastwood-Stein. I have attached the new organization chart. We believe this will provide a better structure for serving our customers, employees and court reporters.

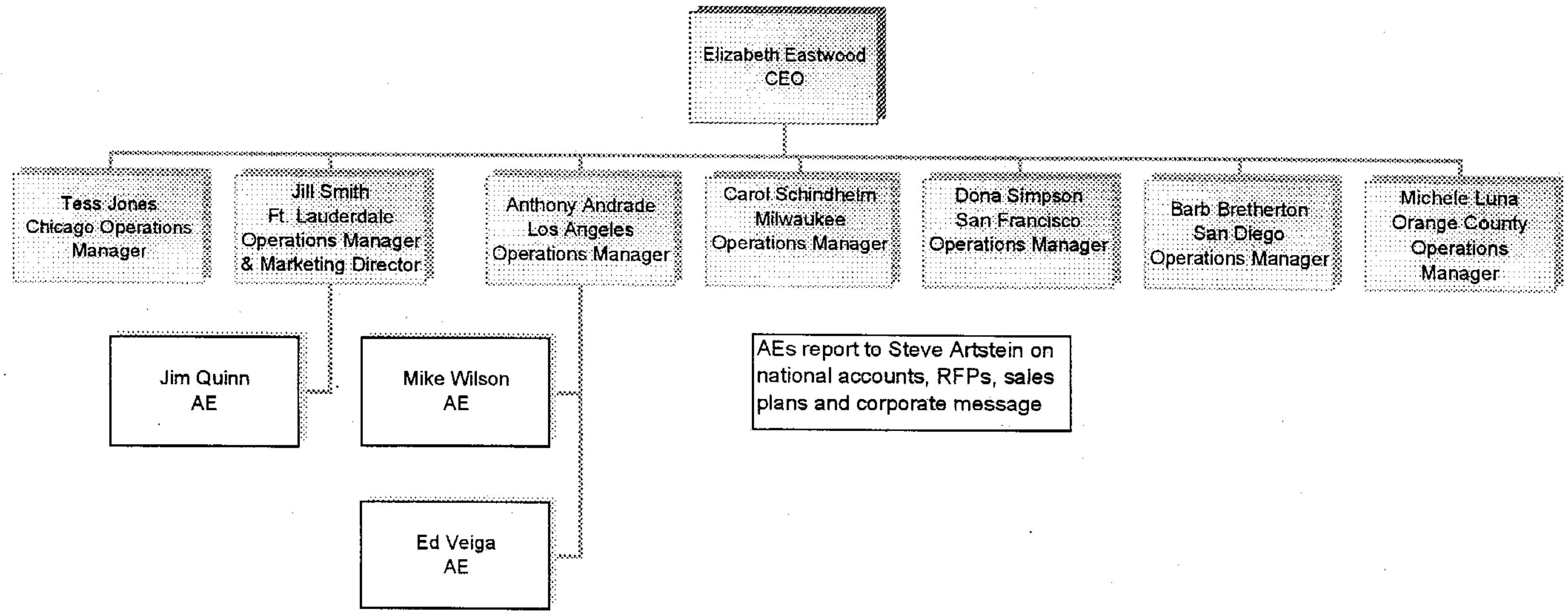
We look forward to hearing your comments.

Elizabeth Eastwood
President, CEO

Org Chart
October 2005



Operations & Marketing
October 2005



Sales
October 2005

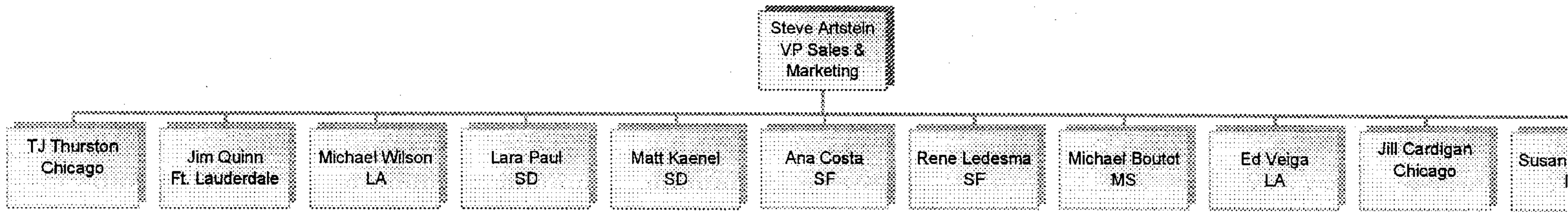


EXHIBIT D

TJ Thurston

From: TJ Thurston

Sent: Monday, October 17, 2005 6:08 PM

To: Steve Artstein

Cc: Elizabeth Eastwood; Irv Williamson

Subject: RE:

I don't believe that the "Sales Goals and Objectives" is in compliance with or required by my contract with Eastwood-Stein. I request a meeting with the three of you to discuss this in conjunction with my employment agreement. I would also like to discuss at such meeting the status of outstanding legal issues with which my name is associated in the capacity as General Counsel for the company.

T.J. Thurston, Esq.
General Counsel and V.P., Strategic Initiatives
Eastwood-Stein
312.994.2162

From: Steve Artstein
Sent: Friday, October 14, 2005 5:54 PM
To: TJ Thurston
Cc: Elizabeth Eastwood; Irv Williamson
Subject:

SALES GOALS AND OBJECTIVES:

The following general minimum guidelines will be apply to all Sales Personnel:

Weekly Administrative functions will include working and updating ACT; checking with calendar department to verify that the right reporter is being placed on your work; checking daily with the production team to follow up on your jobs. Verify that the transcripts are being processed according to client specifications and are going out as scheduled; checking with billing to verify that the job was billed within one day after transcript release.

Ten meetings per week face to face with attorneys, paralegals, secretaries, office support – including possible IT professionals. There should be at least seven new firms or prospects you are meeting with weekly. The definition of a new client or a new firm is an entity which has not used E-S in six months or more.

Weekly follow up phone calls, emails, and letters. This function is predominately a "Thank you" function just to say "Hello, how are you – etc., just making sure that we are performing exactly as how you anticipated." "is there anything I can do or help you with – etc" "would you be interested in –"

As many hours as necessary per week to set up meetings; appointments for future contacts, setting up lunches or dinners. Cold calling – however long it takes within this timeframe to set up new meetings. There should always be a steady stream of work in the pipeline.

T.J. THURSTON

1) **For the month of October, 2005, your objective is $65,000 in sales with a minimum of 42% GP margin.**

2) **Commencing November through December year end, your objective is to reach $75,000 by month end December. Again, with a minimum of 42% GP margin.**

3) **Commencing January through March, end of first Quarter, your objective is $85,000 per month. Again, with a minimum of 42% GP margin.**

Total 1st Quarter sales $255,000.

Lunch or dinner meetings, you must stay within your budget allotment. Use it wisely and use it at your own discretion to meet your goals.

Lawyers, clients, firms that you/we have serviced for more than one year will be passed off to a Customer Service Representative for client retention, and your commissions will remain at 5% with 1% of that being given to your Customer Service Representative.

At each month end, we will have a progress conference call with each individual sales personnel, including your Customer Service Representative.

All bids or proposals should be sent to me for review before they are given to the client. All final bids or proposals should be sent to me for retention for future use.

Weekly reports either in ACT or a spreadsheet or whatever is easiest for you must be sent to me by Monday of the following week. This information should contain your appointments for the previous week as well as your expenses associated with these appointments. The report must include the lawyer/contact; law firm; time of appointment and total time spent; and a summary of the meeting.

Over the next week, by October 21st, give me a plan, an overview of how you expect to meet or exceed the objectives and goals laid out for you.

EXHIBIT E

Eastwood-Steir
DEPOSITION MANAGEMENT

1387 Butterfield Road, Aurora, IL 60507 P. (630) 851-8030, F. (630) 851-0060

B.E.S.C.R. Inc.
Trading as
Eastwood -Stein Deposition Services

NOTICE OF TERMINATION

November 1st, 2005

Robert T.J. Thurston
Thurston Law Offices
10469 Bethel Avenue
Huntley, Illinois 60142

This letter is being sent as notice of termination for purposeful breaches of your employment with B.E.S.C.R. d/b/a/ Eastwood-Stein. Pursuant to our agreement, this termination is effective tomorrow, November 2nd 2005. You are being terminated pursuant to Paragraph 4.1.6. of the Employment Agreement you signed with Eastwood-Stein.

Some of your purposeful breaches are as follows:

A. You have not devoted your full business energies to B.E.S.C.R.
B. You have acted as Advisor to our competitors.
C. You have violated BESCR's Information Technology Usage Policy.
D. You indicated in a letter dated October 24, 2005, that you had evidence of an internal fraud, and that you might feel bound to report Eastwood-Stein to the Illinois Attorney General and other governmental bodies. In response to this, we immediately held a meeting on Saturday, October 29, 2005 with two of my outside counsel, so that you could explain the situation regarding fraud. At that meeting, you indicated that you had no specific information, no documents that you could show us, or any proof of your allegation of incidents of fraudulent behavior. This indicates to the company that these allegations were brought by you only in an attempt to extort money from the company, or use information about the company to your own personal advantage.

On behalf of B.E.S.C. R. Inc.

Elizabeth M. Eastwood
President

EXHIBIT F

Eastwood-Stein
DEPOSITION MANAGEMENT

Locations

Aurora, IL
1387 Butterfield Rd.
Aurora, IL 60507
630-851-8030
Fax: 630-851-0060
auroradepos@eastwood-stein.com

Chicago, IL
11 South LaSalle Street
Suite 900
Chicago, IL 60603
800-343-0733
312-553-0733
Fax: 312-553-0735
chidepos@eastwood-stein.com

Des Plaines, IL
2700 River Road
Suite 118
Des Plaines, IL 60018
847-635-0828
Fax: 847-635-0854
dpdepos@eastwood-stein.com

San Francisco, CA
475 Sansome Street
Suite 540
San Francisco, CA 94111
800-219-5300
415-362-6666
Fax: 415-362-0907
sfdepos@eastwood-stein.com

Orange County, CA
8001 Irvine Center Drive

Fort Lauderdale, FL
450 East Las Olas Boulevard
Suite 880
Fort Lauderdale, FL 33301
877-FTL-DEPO (877-385-3376)
ftldepos@eastwood-stein.com

Los Angeles, CA
700 South Flower Street
Suite 1050
Los Angeles, CA 90017
800-722-1235
213-385-4000
Fax: 213-389-8514
ladepos@eastwood-stein.com

Milwaukee, WI
400 East Wisconsin Ave
Milwaukee, WI 53202
800-369-6985
414-271-0566
Fax: 414-271-8230
mildepos@eastwood-stein.com

San Diego, CA
550 West C Street
Suite 600
San Diego, CA 92101
800-514-2714
619-235-2400
Fax: 619-235-0718
sddepos@eastwood-stein.com

Tupelo, MS
812 W. Jefferson Street

4th Floor
Irvine, CA 92618
877-462-DEPO (3376)
949-255-5891
Fax: 949-255-5892
ocdepos@eastwood-stein.com

Tupelo, MS 38804
866-TVA-DEPO (866-882-3376)
662-841-0075
Fax: 662-796-3023
msdepos@eastwood-stein.com

> Sitemap

EXHIBIT G

THURSTON LAW OFFICES
10469 Bethel Avenue
Huntley, Illinois 60142-8131
630-853-3744

October 24, 2005

VIA OVERNIGHT MAIL
Edward L. Foote
Winston & Strawn
35 W. Wacker Drive
Chicago, IL 60601-9703

Re: B.E.S.C.R., Inc. d/b/a Eastwood-Stein

Dear Mr. Foote:

It is my understanding that you serve as outside counsel to B.E.S.C.R., Inc. d/b/a Eastwood-Stein ("Eastwood-Stein"). Please be advised that your client has breached their Employment Agreement with me. I have also uncovered some fraudulent activities by the principals of Eastwood-Stein which I may be required to report to authorities under the *Illinois Rules of Professional Conduct*. I am requesting an urgent meeting with you at your earliest convenience to discuss resolution of these matters.

Employment Agreement and Breach

On April 18, 2005, Eastwood-Stein entered into an Employment Agreement with me (a copy of which is enclosed for your reference.) On April 25, 2005, Elizabeth Eastwood, President, sent an email to the entire company announcing me as the new General Counsel for the company (a copy of this email is enclosed for your reference.) Until my removal from the General Counsel position, as described below, I served Eastwood-Stein diligently and faithfully in that capacity.

On October 6, 2005, Irv Williamson, CFO, advised me that all of my responsibilities as General Counsel were being removed. On October 12, 2005, Elizabeth Eastwood sent a new organization chart in which I was listed as a salesperson reporting to Steve Artstein, Vice President Sales & Marketing (a copy of this email and organization chart is enclosed for your reference.) On October 14, 2005, Steve Artstein sent an email with "Sales Goals and Objectives," to which I responded that this was neither in compliance with nor required by my contract (copies of these emails are enclosed for your reference.)

Under the Employment Agreement, Section 1.2, I was to have the title of "General Counsel and Vice President, Strategic Initiatives" and was to "report to the Chief Executive Officer (CEO), or the Executive Vice President." With the recent decisions and actions of the principals of Eastwood-Stein, I no longer have that title. I have also learned that the principals (Elizabeth Eastwood and Steve Artstein) are inaccurately advising other employees that I was "never General Counsel for the

Company." Further, it has become apparent that since I have uncovered fraudulent activities by the company and its principals (see below), they are trying to force me to resign from the Company.

Eastwood-Stein and its principals have also denied me access to legal research materials and have failed to respond or provide requested information to my inquiries regarding claims from outside parties and/or their counsel. Thus, they have completely hindered my ability to perform the job duties I owe to Eastwood-Stein pursuant to Section 1.3 of the Employment Agreement.

Eastwood-Stein is certainly permitted to terminate my "employment under this Agreement at any time, with or without cause, subject to the terms and conditions of Section 4 herein." (Section 1.1.) Under Section 4.1.2, Eastwood-Stein can terminate the Employment Agreement upon 60 days written notice and "[i]f termination is made by the Company prior to April 17, 2008, the Company shall pay Executive the sum of $200,000.00 (Two Hundred Thousand Dollars) or the balance remaining to be paid to Executive as if Executive were employed for the entire period of this Agreement, whichever is greater, in one lump sum and shall continue to pay Executive's benefits for a period of twelve (12) months as severance compensation."

Under a proper termination pursuant to the Employment Agreement, the balance of compensation due and owing from today's date would be $439,230.79 gross pay plus one year of paid benefits. This is the amount of the claim as the result of their breach of the contract, however I would add that other provisions of the contract are no longer enforceable by the company (such as the non-competition and non-solicitation clauses) as a result of their breach.

Fraudulent Activities / Ethical Responsibility of General Counsel

During my employment with Eastwood-Stein, I have uncovered acts of fraud by the principals regarding invoicing to customers, payment of subcontractors, firing of employees, and financial reporting to LaSalle Bank. I have documentation as to all of these allegations and am willing to share them with you at the appropriate time. I also feel that the principals are intentionally placing my license to practice law in jeopardy in order to avoid dealing with their liabilities.

Pursuant to Illinois Rules of Professional Conduct 1.2(g) and 1.6(c), I feel that I have adequately warned the principals of these matters (see enclosed emails as a few examples thereof). I believe that if these fraudulent acts are not addressed, I have the ethical obligation to Eastwood-Stein to disclose the information I have to the appropriate authorities, including the Illinois Attorney General, the Illinois State's Attorney or the U.S. Attorney's office, LaSalle Bank, and the National Court Reporters Association (NCRA).

Conclusion

I am prepared to file litigation, including immediate and emergency injunctive relief to assure that my health benefits and salary are not cut off by the principals and Eastwood-Stein, if there is no satisfactory resolution reached on these issues within the next week. I will be demanding relief in the way of the balance owed on the contract, $439,230.79 gross pay in one lump sum plus one year of paid benefits, plus other relief as may be necessary or deemed just by a court of competent authority. I would also include ERISA claims (and name Blue Cross of California as a necessary defendant) as well as claims under the applicable Whistleblower Acts, Age Discrimination in Employment Act (ADEA), and other applicable statutes.

I sincerely hope that we can resolve these ethical issues and the status of my Employment Agreement short of litigation. I request that we have a meeting as soon as possible to discuss these matters.

Very truly yours,

Robert C. Thurston

RCT/st

Encls.

Cc: Elizabeth Eastwood (via overnight mail w/ encls.)