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David H. Yonason, Clerk of the Superior Court
County of Santa Clara, California
By: _____ Deputy Clerk

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14
15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 FOR THE COUNTY OF SANTA CLARA
17 UNLIMITED JURISDICTION
18

19 ECLIPSE AVIATION CORPORATION, a
20 Delaware corporation,

21 Plaintiff,

22 vs.

23 JOHN DOE; JANE DOE; and various other
24 unknown individuals designated VARIOUS
25 DOES,

26 Defendants.

) Case No.: 108 CV 110380

) DECLARATION OF RAYMOND
) BARRATT IN SUPPORT OF ECLIPSE
) AVIATION CORPORATION'S
) SUPPLEMENT TO OPPOSITION TO
) MOTION TO QUASH SUBPOENA

) Date: August 1, 2008

) Time: 10:00 a.m.

) Dept: 7

) Judge: Hon. Manoukian

BY FAX

27 I, RAYMOND BARRATT, declare as follows:

28 1. I am the Vice President, Chief Information Officer of ECLIPSE AVIATION CORPORATION ("ECLIPSE"), Plaintiff in the above action. If called as a witness, I have personal knowledge of the facts set forth in this Declaration and could testify competently thereto.

2. I was asked by ECLIPSE management to collect and preserve certain "posts" of

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1 certain anonymous "posters" at a "web log" or "blog" with an Internet address of
2 <http://www.eclipsecriticng.blogspot.com> website (the "ECLIPSE Critic Blogspot").

3 3. I began collecting and preserving posts in February, 2008. Attached hereto as
4 Exhibit "A" is a table of various posts I have preserved, published by the indicated posters at the
5 ECLIPSE Critic Blogspot. In Exhibit "A" I have indicated the screen name of the poster, the
6 text of the post, and the date and time of the post.

7 4. I have faithfully preserved each post, and have not altered, added to, deleted, or
8 otherwise modified any of the preserved posts.

9 5. The marginal comments are my opinions, based on my knowledge of ECLIPSE's
10 confidential business information.

11 I declare under penalty of perjury under the laws of the State of California and the State
12 of New Mexico that the foregoing is true and correct. Executed this 21st day of July, 2008 at
13 Albuquerque, New Mexico.

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16 RAYMOND BARRATT

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SUPPLEMENT TO TABLE OF BLOGGER POSTS THAT BREACHED THE INDAS
7/21/08

Poster	Post	Date	Eclipse Comment
Bill e. goat	<p>CJ3driver: "I have Eclipse at 130 planes for the year! I hate losing. It appears Eclipse will have to make good on the 1 per day schedule from now till the end of the year, in order for me to win".</p> <p><i>There is a disincentive for Eclipse to make more than 134 airplanes before Avio-NxG is ready, because they only have 134 shipsets of Avio-Pre-NxG.</i></p> <p>So, with Marion Blakey gone from the FAA, I guess they'll be relying upon Santa Claus to "deliver the goods" on Avio-NxG before Jan 01???</p> <p>(I think Santa's sled might be, ah, a little late- maybe that cold weather battery thing or something....)</p>	7:15 AM, Oct 05, 2007	Commentary based in part on confidential information, not available to the public at the time of the post
Airtaximan	<p><i>Post 1</i></p> <p>Gunner,</p> <p>I always thought the smoking gun came from:</p> <p>1- demanding Non-refundable deposits at "first flight" and then dumping the engine weeks later, once the money was banked</p> <p>2- demanding progress payments based on Avidyne, and dumping them just weeks after, once the money was banked.</p> <p>3- characterizing the orders from Dayjet as 229 plus 70 options, while they were really 1430 all along.</p>	8:33 AM, Dec 12, 2007	Commentary based in part on confidential information, not available to the public at the time of the post

EXHIBIT **A**

	<p><i>Now I add a 4th - guaranteeing suppliers half the number of parts they need, compared with the number of progress payments they demanded from customers.</i></p> <p><i>** never mind they stiffed hundreds of customers by years and years compared to promised delivery dates, all along missing their guarantees to suppliers by an unbelievably wide margin as well.</i></p> <p><i>t'will all be part of the investigation.</i></p> <p><i>PS. FIKI? AVIONG?</i> <i>- the new boots, are these retrofits for free when/if FIKI is approved? How many planes have the OLD boots?</i></p>		
	<p><i>Post 2</i> <i>perhaps add a 5th.</i> <i>telling the world Break Even is at a plane a day, when the cost of parts goes up by 2X due to missed guarantee commitment to suppliers at this rate.</i></p>	<p>8:36 AM, Dec 12, 2007</p>	<p>Commentary based in part on confidential information, not available to the public at the time of the post</p>
	<p><i>Post 3</i> ASM,</p> <p><i>I did not say there was such a problem...I think someone else might have.</i></p> <p><i>The boots do not work. I cannot imagine deliveries without the boots. How they will get them to work, I have no clue, but they are redesigning them.</i></p> <p><i>There are power requirement issues, and aero issues, as well as of course weight impacts depending on the design. As far as the ice/engine issue, someone here suggested this might be an issue. If it is, and they need to attack this problem, this might be very complex. If the boot is impractical inboard, and they require another solution, the impact for power requirements (heated edge) or bleed air (is there sufficient margin) and plumbing... make this a</i></p>	<p>11:51 AM, Oct 24, 2007</p>	<p>Commentary based in part on confidential information, not available to the public at the time of the post</p>

	<p><i>complex problem.</i></p> <p>I am sure someone here is going to say: "Its not a big deal and its already fixed" - and this could very well be the case.</p> <p>I am still mystified as to why e-clips did nothing about this for a year after TC??? But the reality is, not every plane that's ever been certified has/needs FIKI.</p>		
	<p><i>Post 4</i> EB, thanks for the data...</p> <p><i>As I previously stated, Eclipse has significantly less than the Billion-plus dollars in equity and debt that keeps getting thrown about on this blog.</i></p> <p>Interesting that the deposits from around 300 position assumers are not included, eventhough they were spent.</p> <p>Or do your calculations somehow include the progress payments and deposits? They were free, you know -not debt, not equity - just a good faith donation.</p>	3:12 PM, Oct 15, 2007	Commentary based in part on confidential information, not available to the public at the time of the post
	<p><i>Post 5</i> Ken:</p> <p>Save more money and buy a single engine. Apparently, you are patient as hell...but want the lowest price possible - go with the single engine Currus or d-jet and you'll be 85% happy with 40% less cost.</p> <p>These are your bragging rights at stake, right? You don't really care about performance or payload -because everyone here knows you can afford BOTH Mustang and an e-clips... so, why not save MORE money, and brag on, and buy a single engine jet for much less?</p> <p>Heck, I'd even suggest a prop, but somehow, you are fixated on a cheap jet.</p>	1:12 PM, Oct 09, 2007	Commentary based in part on confidential information, not available to the public at the time of the post

	<p>PS. MANY people here are curious about your consistent thumping about 2,700 orders for e-clips. <i>I will remind you, that e-clips NEVER wanted anyone to know that Dayjet had 1430 of their "orders" and most were "options". Only you are left promoting e-clips as having 2,700 "orders". Please explain to the class, how you can possible come to this conclusion, when everyone knows:</i></p> <ol style="list-style-type: none"> <i>1- Dayjet has half the orderbook as "options".</i> <i>2- Dayjets options are three years away from delivery.</i> <i>3- there are other fleet orders that are really "orders and options".</i> <p>Go on... make my day!</p>		
<p><u>FreedomsJam</u> <u>tarts</u></p>	<p><i>Post 1</i></p> <p><i>Snip> After that December payment, the agreement calls for monthly payments to Hampson of \$337,778 until early 2009.</i></p> <p><i>Snip> the \$6 million was intended to cover "reparations" claims from Hampson...</i></p> <p><i>Snip> It also calls for Eclipse to either take or pay for 350 tail sections for calendar year 2007 and 700 for calendar year 2008.</i></p> <p><i>Just note, Shane, you misread this. It is not 350 in 2008 and 700 in 2009.</i></p> <p><i>If I read this correctly, Eclipse is to pay the 337K a month to pay off a 6 million penalty for not taking the promised number in 2006, and is to buy 350 shipsets in 2007, and 700 in 2008.</i></p> <p><i>Since Eclipse actually took somewhere in the range of 90 - 110 shipsets this year (based on the number of starts, plus the seven ship sets on stock according to Mouse), that shortfall of about 250 tails that Eclipse isn't taking this year is not yet due. That is another about 25 million that Hampson is aiming to get before/during the apoclipse.</i></p>	<p>9:40 AM, Dec 12, 2007</p>	<p>Commentary based in part on confidential information, not available to the public at the time of the post</p>

	<p><i>No wonder they are putting 250K in Escrow. Smart move to risk their reputation and the unforgiving spotlight they have draw to themselves and the performance of their new plants in Texas, if it gets them to the front of the queue for 25 Million after the total eclipse (apoclipse).</i></p> <p>I can't see this company going into chapter 11. Since the planes cost more to produce than you can sell them for, the engineering is not finished, the IOU backlog will ensure there are no profitable restructuring options, and the order list is largely vapour, I'd say they'll take the express elevator to liquidation.</p> <p>Unless Hugo Chavez hits town:)</p>		
<p><u>Niner Zulu</u></p>	<p><i>Unhappy Eclipse employees. 10% of workforce being laid off. No more free sodas. No Fed Ex. No color copies. No FIKI. No AvioNG. No weather. No real autopilot. Autopilot & actuator problems. Window problems. Poor quality control. Poor exterior fit & finish. Company teetering on bankruptcy 3 months ago. Postionholders getting screwed. Eclipse lying about missing AOPA. Poor relationships with vendors. Dayjet planes sitting idle. Eclipse hiring employees with no experience. 66 planes that need retrofitted. Breakeven volume no where near being attained. Production of 1 aircraft per day missed.</i></p>	<p>10:49 PM, Oct 21, 2007</p>	<p>Commentary based in part on confidential information, not available to the public at the time of the post</p>

	<p><i>Nearly every other milestone missed.</i> <i>Higher purchase price than promised.</i> <i>High company overhead.</i> <i>Huge cash burn rate.</i> <i>Higher DOC than promised.</i></p> <p>The Eclipse Titanic is up-ending and going down. The faithful had better pray for a miracle.</p>		
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PROOF OF SERVICE

I, the undersigned, declare: I am now and at all times herein mentioned have been over the age of eighteen years, a citizen of the United States, employed in Santa Clara County, California, and not a party to the within action or cause; my business address is 25 Metro Drive, 7th Floor, San Jose, CA 95110-1339. On the date set forth below, I served the below-stated person(s) the attached

**DECLARATION OF RAYMOND BARRATT IN SUPPORT OF
ECLIPSE AVIATION CORPORATION'S SUPPLEMENT TO OPPOSITION
TO MOTION TO QUASH SUBPOENA**

BY FIRST CLASS MAIL on the following party(ies) in said action, in accordance with CCP §1013a, by placing a true copy thereof enclosed in a sealed envelope addressed as shown below. I caused such envelope(s) with postage thereon fully prepaid to be placed in the United States mail at San Jose, California. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on the same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED on the following party(ies) in said action, in accordance with CCP §1013a, by placing a true copy thereof enclosed in a sealed envelope addressed as shown below. I caused such envelope(s) with postage thereon fully prepaid to be placed in the United States mail at San Jose, California. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on the same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

BY FACSIMILE TRANSMISSION in accordance with CCP §1013(e), to the following party(ies) at the facsimile number(s) indicated. I caused a facsimile machine transmission to the facsimile numbers listed next to the below-stated person(s)' names. Upon completion of said facsimile transmission, the transmitting machine issues a transmission report showing the transmission was complete and without error.

BY OVERNIGHT DELIVERY on the following party(ies) in said action, in accordance with CCP §1013(c), by placing a true copy thereof enclosed in a sealed envelope, with delivery fees paid or provided for, in a designated area of outgoing overnight mail, addressed as set forth below. In the ordinary course of business mail, placed in that designated area and is picked up that same day for delivery the following business day.

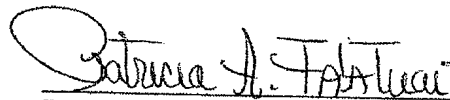
BY PERSONAL SERVICE. I caused such envelope(s) to be delivered by hand this date to the offices of the addressee(s).

1 [X] STATE I declare under penalty of perjury under the laws of the State of
2 California that the foregoing is true and correct.

3 [] FEDERAL I declare under the laws of the United States of America that I am
4 employed in the office of a member of the Bar of this court at whose direction the service was
5 made and that the foregoing is true and correct.

6 **SEE ATTACHED SERVICE LIST**

7 Executed on July 21, 2008, at San Jose, California.

8 
9
10 PATRICIA A. FA'ATUAI

SERVICE LIST

1 2 3 4 5 6	Warren Stephen Jacobson, Esq. The Jacobson Law Group 433 N. Camden Drive, #960 Beverly Hills, CA 90210 Fax: 310-550-0912	VIA FEDERAL EXPRESS
7 8 9	Norman Malinski, Esq. Law Offices of Norman Malinski, P.A. 2875 Northeast 191 st Street, Suite 508 Aventura, FL 33180 Fax: 305-937-4261	VIA FEDERAL EXPRESS
10 11 12 13	David T. Thuma, Esq. Jacobvitz, Thuma & Walker 500 Marquette N.W., Suite 650 Albuquerque, NM 87102 Fax: 505-766-9287	FIRST CLASS MAIL