

SECOND JUDICIAL DISTRICT COURT
COUNTY OF BERNALILLO
STATE OF NEW MEXICO

ECLIPSE AVIATION CORPORATION,
a Delaware corporation,

Plaintiff,

vs.

Case No. **CV 2008 0 2624**

JOHN DOE; JANE DOE;
And various other unknown individuals designated
VARIOUS DOES,

Defendants.

**VERIFIED COMPLAINT FOR BREACH OF CONTRACT AND INJUNCTIVE
RELIEF**

For its complaint, the plaintiff Eclipse Aviation Corporation ("Eclipse") states:

Jurisdiction

1. This is an action for injunctive relief and damages. The amount in controversy exceeds the sum of \$25,000, exclusive of interest and costs.
2. Eclipse is a corporation organized and existing under the laws of the State of Delaware, and has its principal place of business in Albuquerque, New Mexico.
3. Eclipse is engaged in the business of designing, manufacturing, and selling jet aircraft. Currently, Eclipse has approximately 1,700 employees.
4. The defendants in this action (individually, a "Defendant;" together, the "Defendants") are a limited number of current or former employees of Eclipse.
5. On information and belief, each Defendant either resides in Albuquerque now or resided in Albuquerque when he or she worked for Eclipse and executed the non-

ENDORSED
FILED IN MY OFFICE THIS

MAR 18 2008

Janita M. Duran
CLERK DISTRICT COURT

KENDRA GOERS

EXHIBIT A

disclosure agreements described below.

6. Due to the nature of the anonymous conduct complained of herein, the Defendants' identities are not now known. However, upon the filing of this Complaint, Eclipse will take steps to discover the identity of the Defendants, and will amend this Complaint to name them.

7. The Court has jurisdiction over the parties to and the subject matter of this action. Venue is proper in this Court.

General Allegations

8. As a condition to accepting employment with Eclipse, each Defendant signed an Invention and Non-Disclosure Agreement (the "INDA") with Eclipse. A copy of the INDA form will be provided to the Court and all parties on request.

9. The INDAs provide in part that each employee agrees:

- To serve the Company faithfully and to the best of my ability, and to devote my entire time, energy and skill to the promotion of its interests;
- That all business information including but not limited to general business operations, forecasts, costs, profits, sales, marketing strategies, methods of doing business, servicing clients, customer relations, pricing strategies or pricing methodologies, business forms developed for the Company, proposals, contracts, names of suppliers, personnel, customer lists and potential customers shall constitute trade secrets and proprietary information (hereinafter Proprietary Information) of the Company and shall be held in confidence by me; and
- During the term of my employment and thereafter, to maintain in confidence and use my best efforts to preserve the confidentiality of all trade secrets, Inventions, Proprietary Information, or other information held in confidence by the Company which are acquired by me or maintained in my custody, and to make no disclosure or use of such information without the written permission of the Company. My obligations of confidentiality will no longer apply (a) to information, which has been disclosed by the Company to the general public or (b) to information, which has been disclosed by the Company to third parties without restriction on confidentiality.

10. On information and belief, the Defendants have violated and are continuing to violate some or all of the foregoing terms of the INDA, and are disclosing (anonymously) Eclipse's Proprietary Information to third parties, to the public via internet "blogs," chat rooms, and/or web sites, and otherwise.

11. The Defendants' disclosure of Proprietary Information is causing and will continue to cause harm to Eclipse.

12. To date, the improper disclosures of Proprietary Information have been anonymous; Eclipse knows that the disclosures have been made, and know they must have been made by current or former employees, but has not yet been able to identify which current or former employees are the culprits.

Count I
Claim for breach of INDAs

13. Eclipse realleges and incorporates by reference all of the foregoing allegations.

14. Eclipse has performed all of its material obligations under the INDAs.

15. Defendants have violated and breached their obligations under the INDAs to keep in strict confidence Eclipse's Proprietary Information.

16. Defendants' breaches have damaged Eclipse, and Eclipse is entitled to an award of general, consequential, and/or incidental damages, in amounts to be proven at trial.

17. Defendants have engaged in the above breaches willfully, intentionally, knowingly, wantonly, and with malice aforethought, and have acted with deliberate disregard to the potential harm to Eclipse and without just cause or excuse. Eclipse is

therefore entitled to an award of punitive damages.

Count II
Claim For Preliminary and Permanent Injunctions

18. Eclipse incorporates herein by reference all of the foregoing allegations.

19. Without regard to their lawful obligations and duties under the INDAs, Defendants refuse to comply with, and continue to violate, the INDAs' nondisclosure requirements.

20. Eclipse has no adequate remedy at law to protect itself from Defendants' continuing breaches of the INDAs, and Defendants' conduct is causing Eclipse immediate and irreparable harm.

21. Public policy favors the granting the equitable relief requested herein.

22. The threatened injury to Eclipse outweighs any damage the requested equitable relief may cause Defendants.

23. Eclipse likely will succeed on the merits of this case.

24. No bond should be required.

25. Preliminary and permanent injunctions should issue enjoining Defendants from any further disclosure of Proprietary Information.

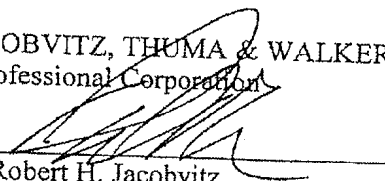
Prayer For Relief

WHEREFORE, Eclipse requests that this court enter judgment in its favor against each Defendant and award Eclipse the following relief:

A. General, consequential, incidental, and punitive damages against each Defendant, in amounts to be proven at trial;

- B. Preliminary and permanent injunctions enjoining each Defendant from disclosing Proprietary Information contrary to the restrictions in the INDAs;
- C. Pre-judgment and post-judgment interest at the maximum legal rate;
- D. Costs; and
- E. Such further relief the Court deems just and appropriate.

JACOBVITZ, THUMA & WALKER
a Professional Corporation

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VERIFICATION

STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)

I, Bruce Castle, state that as the Vice President & General Counsel of Eclipse Aviation Corporation, I have personal knowledge of the factual allegations in the foregoing complaint, and that they are true and correct to the best of my knowledge.

Bruce Castle
Bruce Castle

Subscribed and sworn to and acknowledged before me on the 10 day of March, 2008 by Bruce Castle, Vice President & General Counsel of Eclipse Aviation Corporation, on behalf of Eclipse Aviation Corporation.

Patricia Anthony

My Commission Expires:

8-5-2009

