**IN THE UNITED STATES DISTRICT COURT**
**FOR THE DISTRICT OF COLORADO**

Civil Action No.

________________, Individually and On Behalf of All Others Similarly Situated,

Plaintiff,

v.

YORK SPACE SYSTEMS INC., DIRK WALLINGER, KEVIN MESSERLE, KIRK KONERT, TYLER LETARTE, TAMRA ERWIN, REGGIE BROTHERS, ANDREW BOYD, JAMES MCCONVILLE, GOLDMAN SACHS & CO. LLC, JEFFERIES LLC, WELLS FARGO SECURITIES, LLC, J.P. MORGAN SECURITIES LLC, CITIGROUP GLOBAL MARKETS INC., TRUIST SECURITIES, INC., ROBERT W. BAIRD & CO. INCORPORATED, RAYMOND JAMES & ASSOCIATES, INC., CANACCORD GENUITY LLC, NEEDHAM & COMPANY, LLC, AND ACADEMY SECURITIES, INC.

Defendants,

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**CLASS ACTION COMPLAINT FOR VIOLATIONS OF THE FEDERAL SECURITIES LAWS**

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Plaintiff _________________ ("Plaintiff"), individually and on behalf of all others similarly situated, by and through his attorneys, alleges the following upon information and belief, except as to those allegations concerning Plaintiff, which are alleged upon personal knowledge. Plaintiff's information and belief is based upon, among other things, his counsel's investigation, which includes without limitation: (a) review and analysis of regulatory filings made by York Space Systems Inc. ("York" or the "Company") with the United States ("U.S.") Securities and Exchange Commission ("SEC"); (b) review and analysis of press releases and media reports issued by and disseminated by York; and (c) review of other publicly available information concerning York.



## NATURE OF THE ACTION AND OVERVIEW

1. This is a class action on behalf of persons and entities that purchased or otherwise acquired York common stock pursuant and/or traceable to the registration statement and prospectus (collectively, the "Registration Statement") issued in connection with the Company's January 2026 initial public offering ("IPO" or the "Offering"). Plaintiff pursues claims against the Defendants under the Securities Act of 1933 (the "Securities Act").

2. York operates as a space and defense provider which primarily sells satellites and satellite related services. Historically, York has relied on the Pentagon's Space Development Agency ("SDA") as its primary revenue source, with 95% of its 2025 fiscal year revenue derived from projects contracted by the U.S. Federal Government under the SDA. The majority of these projects were contracted to York under the SDA's Transport Layer program. The Transport Layer program is an experimental military satellite constellation developed by the SDA, designed to provide global tactical data.

3. On January 30, 2026, the Company filed its prospectus on Form 424B4 with the SEC, which forms part of the Registration Statement. In the IPO, the Company sold approximately 18.5 million shares of common stock at a price of $34.00 per share. The Company received proceeds of approximately $583.4 million from the Offering, net of underwriting discounts and commissions. The proceeds from the IPO were purportedly to be used for general corporate and working capital purposes.

4. In April 2026, the United States military Space Force released its Spring 2026 budget, revealing a restructuring of the SDA's Transport Layer program and an immediate halt to the third tranche of Transport Layer payments. The third tranche of the Transport Layer program payments had previously been expected to substantially benefit York. The Space Force announced it would transition funds into the newly unveiled Space Data Network instead.

5. On May 11, 2026, Wolfpack Research published a short report alleging that the Pentagon's decision to eliminate the Transport Layer program responsible for the majority of York's annual revenue was, in part,[1] ***"rooted in severe disappointment in York.***" The report claimed that ***"York deceived the SDA with false advertising to win its contracts, cut corners, and delivered satellites whose mission-critical-software was not completed.***" Among other things, the report stated that the Company's "main pitch to customers and investors– that they operating on a modular platform– was false advertising" because the Company was in fact "making satellites to order." The report further quoted "two former software engineers [who] told us the company ***sent satellites into space without even knowing if the software was fit to accomplish its basic mission***"

[1] Unless otherwise stated, all emphasis in bold and italics hereinafter is added, and all footnotes are omitted.

and that "York's satellites simply did not function as expected because ***the company did not finish developing the software for these satellites before launching them***" instead waiting until they were in orbit to fully debug them. The report continued that "another former employee told us that York would cut corners and ***use unqualified people, like office administrators and accountants to build parts and perform tests.***"

6. By the commencement of this action, the Company's stock was trading as low as $15.15 per share, an over 55% decline from the $34 per share IPO price.

7. The Registration Statement was materially false and misleading and omitted to state: (1) that York deceived the SDA with false advertising to win its contracts, cut corners, and delivered satellites whose mission-critical-software was not completed; (2) that, as a result, the SDA was likely to eliminate York's primary revenue source; and (3) that, as a result of the foregoing, Defendants' positive statements about the Company's business, operations, and prospects, were materially misleading and/or lacked a reasonable basis.

8. As a result of Defendants' wrongful acts and omissions, and the precipitous decline in the market value of the Company's securities, Plaintiff and other Class members have suffered significant losses and damages.



## JURISDICTION AND VENUE

9. The claims asserted herein arise under and pursuant to Sections 11 and 15 of the Securities Act (15 U.S.C. §§ 77k and 77o).

10. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331 and Section 22 of the Securities Act (15 U.S.C. § 77v).

11. Venue is proper in this Judicial District pursuant to 28 U.S.C. § 1391(b).

12. In connection with the acts, transactions, and conduct alleged herein, Defendants directly and indirectly used the means and instrumentalities of interstate commerce, including the United States mail, interstate telephone communications, and the facilities of a national securities exchange.

## PARTIES

13. Plaintiff _________________, as set forth in the accompanying certification, incorporated by reference herein, purchased York common stock pursuant or traceable to the Registration Statement issued in connection with the Company's IPO, and suffered damages as a result of the federal securities law violations and false and/or misleading statements and/or material omissions alleged herein.

14. Defendant York is incorporated under the laws of the Delaware with its principal executive offices located in Greenwood Village, Colorado. York's shares trade on the New York Stock Exchange ("NYSE") exchange under the symbol "YSS."

15. Defendant Dirk Wallinger ("Wallinger") was, at all relevant times, the Chief Executive Officer ("CEO") of the Company, and signed or authorized the signing of the Company's Registration Statement filed with the SEC.

16. Defendant Kevin Messerle ("Messerle") was, at all relevant times, the Chief Financial Officer ("CFO") of the Company, and signed or authorized the signing of the Company's Registration Statement filed with the SEC.

17. Defendants Wallinger and Messerle (collectively, the "Individual Defendants"), because of their positions with the Company, possessed the power and authority to control the contents of the Company's reports to the SEC, press releases and presentations to securities

analysts, money and portfolio managers and institutional investors, i.e., the market. The Individual Defendants were provided with copies of the Company's reports and press releases alleged herein to be misleading prior to, or shortly after, their issuance and had the ability and opportunity to prevent their issuance or cause them to be corrected. Because of their positions and access to material non-public information available to them, the Individual Defendants knew that the adverse facts specified herein had not been disclosed to, and were being concealed from, the public, and that the positive representations which were being made were then materially false and/or misleading. The Individual Defendants are liable for the false statements pleaded herein.

18. Defendant Kirk Konert ("Konert") was a director of the Company and signed or authorized the signing of the Company's Registration Statement filed with the SEC.

19. Defendant Tyler Letarte ("Letarte") was a director of the Company and signed or authorized the signing of the Company's Registration Statement filed with the SEC.

20. Defendant Tamra Erwin ("Erwin") was a director of the Company and signed or authorized the signing of the Company's Registration Statement filed with the SEC.

21. Defendant Reggie Brothers ("Brothers") was a director of the Company and signed or authorized the signing of the Company's Registration Statement filed with the SEC.

22. Defendant Andrew Boyd ("Boyd") was a director of the Company and signed or authorized the signing of the Company's Registration Statement filed with the SEC.

23. Defendant James McConville ("McConville") was a director of the Company and signed or authorized the signing of the Company's Registration Statement filed with the SEC.

24. Defendants Wallinger, Messerle, Konert, Letarte, Erwin, Brothers, Boyd, and McConville, are collectively referred to hereinafter as the "Securities Act Individual Defendants."

25. Defendant Goldman Sachs & Co. LLC ("Goldman Sachs") served as an underwriter for the Company's IPO. In the IPO, Goldman Sachs agreed to purchase 5,123,695 shares of the Company's common stock, exclusive of the over-allotment option.

26. Defendant Jefferies LLC ("Jefferies") served as an underwriter for the Company's IPO. In the IPO, Jefferies agreed to purchase 4,118,261 shares of the Company's common stock, exclusive of the over-allotment option.

27. Defendant Wells Fargo Securities, LLC ("Wells Fargo") served as an underwriter for the Company's IPO. In the IPO, Wells Fargo agreed to purchase 4,118,261 shares of the Company's common stock, exclusive of the over-allotment option.

28. Defendant J.P. Morgan Securities LLC ("J.P. Morgan") served as an underwriter for the Company's IPO. In the IPO, J.P. Morgan agreed to purchase 1,809,783 shares of the Company's common stock, exclusive of the over-allotment option.

29. Defendant Citigroup Global Markets Inc. ("Citigroup") served as an underwriter for the Company's IPO. In the IPO, Citigroup agreed to purchase 1,447,826 shares of the Company's common stock, exclusive of the over-allotment option.

30. Defendant Truist Securities, Inc. ("Truist") served as an underwriter for the Company's IPO. In the IPO, Truist agreed to purchase 506,739 shares of the Company's common stock, exclusive of the over-allotment option.

31. Defendant Robert W. Baird & Co. Incorporated ("Baird ") served as an underwriter for the Company's IPO. In the IPO, Baird agreed to purchase 434,348 shares of the Company's common stock, exclusive of the over-allotment option.

32. Defendant Raymond James & Associates, Inc. ("Raymond James") served as an underwriter for the Company's IPO. In the IPO, Raymond James agreed to purchase 434,348 shares of the Company's common stock, exclusive of the over-allotment option.

33. Defendant Canaccord Genuity LLC ("Canaccord") served as an underwriter for the Company's IPO. In the IPO, Canaccord agreed to purchase 217,174 shares of the Company's common stock, exclusive of the over-allotment option.

34. Defendant Needham & Company, LLC ("Needham") served as an underwriter for the Company's IPO. In the IPO, Needham agreed to purchase 217,174 shares of the Company's common stock, exclusive of the over-allotment option.

35. Defendant Academy Securities, Inc. ("Academy ") served as an underwriter for the Company's IPO. In the IPO, Academy agreed to purchase 72,391 shares of the Company's common stock, exclusive of the over-allotment option.

36. Defendants Goldman Sachs, Jefferies, Wells Fargo, J.P. Morgan, Citigroup, Truist, Baird, Raymond James, Canaccord, Needham, and Academy are collectively referred to hereinafter as the "Underwriter Defendants."

## CLASS ACTION ALLEGATIONS

37. Plaintiff brings this action as a class action pursuant to Federal Rule of Civil Procedure 23(a) and (b)(3) on behalf of a class, consisting of all persons and entities that purchased or otherwise acquired York common stock issued in connection with the Company's IPO. Excluded from the Class are Defendants, the officers and directors of the Company, at all relevant times, members of their immediate families and their legal representatives, heirs, successors, or assigns, and any entity in which Defendants have or had a controlling interest.

38. The members of the Class are so numerous that joinder of all members is impracticable. Throughout the Class Period, York's shares actively traded on the NYSE. While the exact number of Class members is unknown to Plaintiff at this time and can only be ascertained through appropriate discovery, Plaintiff believes that there are at least hundreds or thousands of members in the proposed Class. Record owners and other members of the Class may be identified from records maintained by York or its transfer agent and may be notified of the pendency of this action by mail, using the form of notice similar to that customarily used in securities class actions.

39. Plaintiff's claims are typical of the claims of the members of the Class as all members of the Class are similarly affected by Defendants' wrongful conduct in violation of federal law that is complained of herein.

40. Plaintiff will fairly and adequately protect the interests of the members of the Class and has retained counsel competent and experienced in class and securities litigation.

41. Common questions of law and fact exist as to all members of the Class and predominate over any questions solely affecting individual members of the Class. Among the questions of law and fact common to the Class are:

(a) whether the federal securities laws were violated by Defendants' acts as alleged herein;

(b) whether statements made by Defendants to the investing public during the Class Period omitted and/or misrepresented material facts about the business, operations, and prospects of York; and

(c) to what extent the members of the Class have sustained damages and the proper measure of damages.

42. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy since joinder of all members is impracticable. Furthermore, as the damages suffered by individual Class members may be relatively small, the expense and burden of individual litigation makes it impossible for members of the Class to individually redress the wrongs done to them. There will be no difficulty in the management of this action as a class action.

## SUBSTANTIVE ALLEGATIONS

### Background

43. York operates as a space and defense provider which primarily sells satellites and satellite related services. Historically, York has relied on the Pentagon's Space Development Agency ("SDA") as its primary revenue source, with 95% of its 2025 fiscal year revenue derived from projects contracted by the U.S. Federal Government under the SDA. The majority of these projects were contracted to York under the SDA's Transport Layer program. The Transport Layer program is an experimental military satellite constellation developed by the SDA, designed to provide global tactical data.

### The Company's False and/or Misleading Registration Statement and Prospectus

44. On November 17, 2025, the Company filed its Registration Statement on Form S-1 with the SEC, which forms part of the Registration Statement.

45. On January 26, 2026, the Company filed its final amendment to the Registration Statement with the SEC on Form S-1/A, which forms part of the Registration Statement. The Registration Statement was declared effective on January 28, 2026.

46. On January 30, 2026, the Company filed its prospectus on Form 424B4 with the SEC, which forms part of the Registration Statement. In the IPO, the Company sold approximately 18.5 million shares of common stock at a price of $34.00 per share. The Company received proceeds of approximately $583.4 million from the Offering, net of underwriting discounts and commissions. The proceeds from the IPO were purportedly to be used for general corporate and working capital purposes.

47. The Registration Statement was negligently prepared and, as a result, contained untrue statements of material facts or omitted to state other facts necessary to make the statements made not misleading, and was not prepared in accordance with the rules and regulations governing its preparation.

48. Under applicable SEC rules and regulations, the Registration Statement was required to disclose known trends, events or uncertainties that were having, and were reasonably likely to have, an impact on the Company's continuing operations.

49. The Registration Statement further touted the Company's purportedly "***successful launches with the SDA***" which "translate to strong references, faster award cycles, and growing share across defense, civil, and commercial segments," stating as follows, in relevant part:

> <u>Space Defense Agency</u>: We were a prime awardee on SDA contracts across Tranches 0, 1 and 2 with an incumbent position leading into Tranches 3 and 4. Our longstanding relationships with key government agencies and reputation for on-time, on-budget delivery of spacecraft strengthen our position to win PWSA replenishment and expansion opportunities. We have provided the most satellites to PWSA at roughly half the cost of competitors, positioning us exceptionally well to continue to receive a large share of PWSA awards.

50. The Registration Statement went on to tout the Company's capabilities, including its alleged "differentiated suite of spacecraft solutions with ***proven, common technologies***"

including its “***proprietary satellite software*** enabling versatile integration of a variety of payloads for customers and supply chain commonalities across platforms.” The Registration Statement further touted “York’s ***mission-ready ground software solution.***” Specifically, the Registration Statement stated as follows, in relevant part:

> In addition, we provide software throughout the space layer, bolstered by our 2023 acquisition of Emergent Space Technologies (“Emergent”), including flight control and edge computing, and we recently added more than 45 ground antennas in connection with our acquisition of ATLAS Space Operations (the “ATLAS Acquisition”).
>
> ***Our capabilities include a differentiated suite of spacecraft solutions with proven, common technologies.*** We offer the S-CLASS, LX-CLASS, and M-CLASS spacecraft, which are high-quality, low-cost satellite platforms that are proven and scalable to a wide array of space market needs. ***Our spacecraft are supported by proprietary satellite software enabling versatile integration of a variety of payloads for customers and supply chain commonalities across platforms.*** The various spacecraft classes are designed and engineered to address a broad cross section of the spacecraft market while maximizing payload accommodation. The LX-CLASS is double the mass of the S-CLASS and leverages the S-CLASS design, sharing more than 90% of its technology with the S-CLASS, to offer a specialized platform with enhanced capabilities. Similarly, the M-CLASS utilizes the previous satellite platform designs, sharing approximately 75% of its hardware and 95% of its software with the S-CLASS and LX-CLASS, while greatly enhancing scale and power for spacecraft mass up to 2,000 kg and 8kW+ peak power consumption. Our proven suite of platforms provide solutions from 100 to 2,000 kgs and enables us to serve a large total addressable market.
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> *                    *                    *
>
> While the standardized spacecraft architecture framework provides scalable building blocks for rapid constellation deployment, York’s proprietary software supports key elements of operational success from mission planning to ongoing mission operations. Autonomous constellation planning and hands-off operations are essential for managing the increasing quantity of spacecraft deployed in orbit. Technologies include the Multi-Mission Operations Center (“M-MOC”), a secure, autonomous, command structure that manages multiple York spacecraft, and Bastion, ***York’s mission-ready ground software solution***, which allows operators to manage entire fleets from a single ground architecture across more than 45 antennas throughout the world. York hardware and software solutions are vertically integrated across the technology stack.

51. The Registration Statement also touted the Company's purported competitive strengths, including its alleged modularity, "***disciplined production management***" as follows in relevant part:

> ***Vertically integrated, cost-effective, rapid manufacturing model delivering value at scale with a comprehensive IP set and proprietary software***
>
> York's vertical integration, spanning spacecraft platforms, avionics, power and data handling, automated test, and integrated flight and ground software, drives a repeatable production system with learning-curve cost reductions. Our ***modular, backward-compatible design*** approach allows us to maximize common components and streamline production, increasing efficiency and scalability. At the same time, our ***advanced digital processes and disciplined production management are designed to reduce cycle times, minimize work, and ensure consistent delivery performance***. Proprietary operations software and federated ground integrations lower operating costs per satellite and scale fleet management efficiently. The result is lower cost per unit, faster design-to-orbit timelines, and durable margin advantages as volumes rise.
>
> We are pioneering scaled, modular space and defense technology solutions that redefine how missions are designed, deployed, and sustained. At the core of our offering is a satellite architecture built for flexibility and scaled production, allowing customers to configure platforms for a wide range of mission sets, from commercial communications and Earth observation to national security and defense applications. ***This modular approach is designed to not only accelerate deployment timelines but also drive significant cost efficiencies.***

52. The Registration Statement purported to warn of risks which "***could***" or "***may***" negatively impact the Company, that a "***material adverse change in the SDA's mandate could materially reduce [] revenues.***" Specifically, the Registration Statement stated as follows, in relevant part:

> ***We derive a substantial amount of our revenues and backlog from our largest customer, the Space Development Agency. A material adverse change in the SDA's mandate could materially reduce our revenues and backlog.***
>
> As of and for the nine months ended September 30, 2025, the SDA accounted for substantially all of our revenue and backlog. A material change in the SDA's mandate or spending could reduce future revenues we receive from the SDA, and

> could materially reduce our revenues and backlog. The SDA could change its ordering patterns or spending strategy, be delayed in the fulfillment of its contractual obligations to us, reduce or cease its use of our services, or become unable to pay for services it had contracted to buy, whether due to a downturn in appropriations, a government shutdown or various other causes, including the risk of changes to future government funding levels, which may be substantially curtailed or abandoned and result in contract cancellations, modifications, delays, or reduction in orders. In particular, the current U.S. presidential administration has indicated it is committed to decreasing federal spending and the size of the federal government. If the current administration were to take actions that impacted the amount the SDA is able to spend on our services, it could materially adversely impact our business, results of operations, and financial condition. In addition, under our contracts, the SDA generally has the right to terminate, cancel, or curtail its contracts with us for convenience. Any decision by the SDA to terminate, cancel, or curtail our contracts would adversely affect our backlog revenues, revenue growth, and profitability. If our backlog is reduced as a result of any of the foregoing factors or for other reasons, including terminations for convenience, our revenues, operating margins, and cash flows would be further negatively impacted.

53. The Registration Statement was materially false and misleading and omitted to state: (1) that York deceived the SDA with false advertising to win its contracts, cut corners, and delivered satellites whose mission-critical-software was not completed; (2) that, as a result, the SDA was likely to eliminate York's primary revenue source; and (3) that, as a result of the foregoing, Defendants' positive statements about the Company's business, operations, and prospects, were materially misleading and/or lacked a reasonable basis.

**The Subsequent Disclosures**

54. In April 2026, the United States military Space Force released its Spring 2026 budget, revealing a restructuring of the SDA's Transport Layer program and an immediate halt to the third tranche of Transport Layer payments. The third tranche of the Transport Layer program payments had previously been expected to substantially benefit York. The Space Force announced it would transition funds into the newly unveiled Space Data Network instead.

55. On May 11, 2026, Wolfpack Research published a short report entitled "YSS: Lost In Space — The Pentagon Just Killed 96% of York's Revenue" (the "Report.") The Report alleged that the Pentagon's decision to eliminate the Transport Layer program responsible for the majority of York's annual revenue "was rooted in severe disappointment in York" including claims that "***York deceived the SDA with false advertising to win its contracts, cut corners, and delivered satellites whose mission-critical-software was not completed.***" The Report further states "two former software engineers told us the company ***sent satellites into space without even knowing if the software was fit to accomplish its basic mission***" and "another former employee told us that York would cut corners and ***use unqualified people, like office administrators and accountants to build parts and perform tests.***" Specifically, the Report stated as follows, in relevant part:

> • We are short York Space Systems Inc. ("York") as 96% of 2025 revenue1 came from selling satellites to one customer: the Pentagon's Space Development Agency (SDA), and that customer is being eliminated. York's IPO was predicated on the idea that they would continue to experience explosive growth as the "incumbent" provider for the SDA's Transport Layer program.2 In late April, the Pentagon announced it had wiped out future funding for the SDA's Tranche 3 Transport Layer and is dissolving the SDA itself for good measure, effectively gutting the program upon which York based its growth thesis in its January IPO.3 This is not a freeze, nor a hiccup. The program York relied on is being replaced by a program built around SpaceX as the sole-source provider.1 We spoke with multiple former employees who were highly critical of York and heard claims that York deceived the SDA with false advertising to win its contracts, cut corners, and delivered satellites whose mission-critical-software was not completed.4 Given this context, we believe the Pentagon's decision to eliminate Tranche 3 Transport Layer ("Tranche 3")5 was rooted in severe disappointment in York.
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> * * *
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> • York has relied upon the SDA for over 90% of its revenue annually.10 York's major program with the SDA is selling Transport Layer satellites to the SDA's Proliferated Warfighter Space Architecture (PWSA) program. York claims to be the largest awardee by satellite volume for Tranches 0, 1, and 2.11 Each tranche has scaled larger, driving York's 52% YoY revenue growth.12 York's future growth prospects depend on being awarded a share of the SDA's next tranche for

this program: Tranche 3. But the Pentagon has terminated funding for Tranche 3, zeroing out York's future opportunities.

*  *  *

• We were told by a former employee that York would not let their engineers talk to customers; instead, we were told York would make changes to the satellites without notifying customers and "say anything" to placate the customer. When we asked one former employee if they had a view on rumors we saw that York had misled the government to secure contracts, their response was emphatic:

*Former Employee:* ***Absolutely, I mean as long as it pacifies the customer***... *like the program managers there would say anything and not check back with the engineers at all.*

*Wolfpack Analyst: Oh, that's a problem.*

*Former Employee: It was a huge problem. I mean, there were red flags ever since I was doing interview processes to, you know, the entire time I was there. Um, just red flag after red flag, and I didn't want to be a part of something that, like, is* ***lying to the customer about something that is so important to national security.***

• Two former software engineers told us the company sent satellites into space without even knowing if the software was fit to accomplish its basic mission, so it did not fall behind on launch schedules.25 As a former employee told us, of York's satellites "They all have problems in flight." The problems with the software apparently became glaring post-launch and we were told that the SDA has been "pretty unhappy." These problems have since been confirmed, as it was reported in March that the satellites launched as part of Tranche 1 are "three months behind" and there has been a "strategic pause" on further launches until May/June 2026.

• ***Another former employee told us that York would cut corners and use unqualified people, like office administrators and accountants to build parts and perform tests.*** The result? A former employee told us that York's satellites were "figuratively held together by Band-Aids" and were "low quality." We believe York's extensive shortcomings, as outlined by these former employees, will make it almost impossible to replace the SDA's Tranche 3 Transport Layer. As one former employee stated, "all their eggs are in the SDA basket" and that basket is irretrievably broken.

*  *  *

**Former Employees Reveal York Did Not Complete Its Mission-Critical-Software Prior to Launch**

While we will reveal numerous claims made by former employees, the most devastating, in our view, is that York's satellites simply did not function as expected because the company did not finish developing the software for these satellites before launching them.

A former employee told us that all the satellites have had problems in flight due to incomplete software:

*No, I mean, **they all have problems in flight,** and a lot of it is relying on, especially software, software is never really fully developed before they're launched. And so there's a lot of debugging that happens while they're in orbit, **which means that the customer does not get the science that they asked for from the payload because [York is] still working through kinks.***

A former software engineer corroborated this; explaining that **York would wait to fully develop the spacecraft's software until orbit** because the company was so behind schedule.

*We were way behind schedule in terms of a lot of the mission functionality. So, then we planned over on-air updates while it was on orbit as we fleshed out, you know, some of those requirements and details of how the mission was really going to work.*

In our view, York's apparent strategy of delivering satellites that lack "mission functionality" just to ensure they don't miss their launch date isn't exactly a great strategy for repeat business.

One former employee we spoke to explained the risk of launching unprepared spacecraft with the SDA:

*I don't think it presents as big of a risk of, like, losing the spacecraft. It just presents a risk of, like, pissing off the customer. So, they're like, you've been up there for a long time. What are you doing?*

While the SDA and the Pentagon may not have been fully aware of York's deficiencies initially, we suspect they are certainly aware now that the T1 Transport satellites have been launched.

With only 1/3 of the Transport Layer satellites launched, the program is having to do a "strategic pause" while already 3 months behind schedule. We learned from one former employee that York had to update each program individually when it found bugs, instead of being able to update them all at once. This sheds additional light on the SDA's decision to delay T1 Transport so that fixes and patches can be made now, while they are on the ground, instead of in orbit post- launch.

Why are there so many problems? A former manufacturing employee told us that employees became more aggressive when building Tranche 1 as deadlines loomed, stating:

*If they could find the smallest level of test that would give them an indication it was okay, they would run with it…it's just cutting that little extra corner to save 20 or 30 minutes when it could result in another 2 hours of rework because they didn't fully test something*

**York Allegedly Won Its SDA Contract by Claiming to Have a Modular Design, But Former Employees Claim Satellites Were "Made to Order"**

York unequivocally states that its competitive edge is due to its modular design that supposedly enables them to make "high-performance" satellites faster and cheaper than the competition:

*At the heart of York's model is our modular satellite spacecraft architecture — engineered for scalability, rapid production, and mission flexibility across commercial, civil, and defense applications. By combining proprietary designs with a streamlined manufacturing process, York delivers high-performance satellites faster and more cost- effectively than traditional and emerging aerospace players.*

This pitch apparently won over the SDA, but was it true? Former employees revealed to us that the truth is that York's satellites were made to order. As one said:

*[York has] this sort of misnomer about having a stock of platforms available.* ***Everything is made to order,*** *even though they're kind of like this idea of, hey, you know, we have all these platforms, [and] all we need to do is get your payload, we'll integrate it, it'll be done, we're like 90% there.* ***There are no platforms that are just hanging out ready to go, and everything is frantic.***

This former employee later reiterated that York had deceived the SDA into believing York had an advanced modular platform when that wasn't the case; explaining the SDA had *"this understanding of a mature platform that just doesn't exist."*

Another former employee corroborated that the SDA satellites were built to order but said that since the SDA was purchasing many satellites, that once York built one, they could duplicate the process and bring down costs.41 In our view, this is economies of scale, not a modular design.

*I think they got an award for 42 contracts or 42 satellites. So, the model of the bus wasn't going to change much, right? But they would have to take that first payload in and do all the integration and planning of the payload. Once you have that and*

> *it's locked in and it works, then you can cookie cutter from there and spread that cost down. There were some problems. I mean, everybody was late to schedule, and there were definitely quality issues on the very first launch. And SDA was not particularly happy with that.*
>
> This is not the same thing as having a mature streamlined modular platform, it's economies of scale. How is this an advantage over Lockheed Martin, Northrop Grumman, Rocket Lab, or SpaceX? One former employee did not mince words, calling it *"false advertising"* and opining that it would cost them contracts going forward.
>
> *You know, this is a nightmare…And I don't think that they'll get the next tranche. I think the reason that they have gotten the tranches that they did is because of that false advertising about having a platform that's ready to go and like just needs to be pulled off the shelf."*
>
> While the Pentagon has not specified the reasons for their move to halt Tranche 3 funding and destroy the SDA, we suspect it may have been due to York's failure to live up to their own hype.

56. By the commencement of this action, the Company's stock was trading as low as $15.15 per share, an over 55% decline from the $34 per share IPO price.

**FIRST CLAIM**

**Violation of Section 11 of the Securities Act**

**(Against All Defendants)**

57. Plaintiff repeats and re-alleges each and every allegation contained above as if fully set forth herein.

58. This Count is brought pursuant to Section 11 of the Securities Act, 15 U.S.C. § 77k, on behalf of the Class, against the Defendants.

59. The Registration Statement for the IPO was inaccurate and misleading, contained untrue statements of material facts, omitted to state other facts necessary to make the statements made not misleading, and omitted to state material facts required to be stated therein.

60. York is the registrant for the IPO. The Defendants named herein were responsible for the contents and dissemination of the Registration Statement.

61. As issuer of the shares, York is strictly liable to Plaintiff and the Class for the misstatements and omissions.

62. None of the Defendants named herein made a reasonable investigation or possessed reasonable grounds for the belief that the statements contained in the Registration Statement was true and without omissions of any material facts and were not misleading.

63. By reasons of the conduct herein alleged, each Defendant violated, and/or controlled a person who violated Section 11 of the Securities Act.

64. Plaintiff acquired York shares pursuant and/or traceable to the Registration Statement for the IPO.

65. Plaintiff and the Class have sustained damages. The value of York shares has declined substantially subsequent to and due to the Defendants' violations.



**SECOND CLAIM**

**Violation of Section 15 of the Securities Act**

**(Against the Individual Defendants)**

66. Plaintiff repeats and re-alleges each and every allegation contained above as if fully set forth herein, except any allegation of fraud, recklessness or intentional misconduct.

67. This count is asserted against the Individual Defendants and is based upon Section 15 of the Securities Act.

68. The Individual Defendants, by virtue of their offices, directorship, and specific acts were, at the time of the wrongs alleged herein and as set forth herein, controlling persons of York

within the meaning of Section 15 of the Securities Act. The Individual Defendants had the power and influence and exercised the same to cause York to engage in the acts described herein.

69. The Individual Defendants' positions made them privy to and provided them with actual knowledge of the material facts concealed from Plaintiff and the Class.

70. By virtue of the conduct alleged herein, the Individual Defendants are liable for the aforesaid wrongful conduct and are liable to Plaintiff and the Class for damages suffered.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

(a) Determining that this action is a proper class action under Rule 23 of the Federal Rules of Civil Procedure;

(b) Awarding compensatory damages in favor of Plaintiff and the other Class members against all defendants, jointly and severally, for all damages sustained as a result of Defendants' wrongdoing, in an amount to be proven at trial, including interest thereon;

(c) Awarding Plaintiff and the Class their reasonable costs and expenses incurred in this action, including counsel fees and expert fees; and

(d) Such other and further relief as the Court may deem just and proper.

## JURY TRIAL DEMANDED

Plaintiff hereby demands a trial by jury.

DATED: August_____, 2026

**GLANCY PRONGAY WOLKE & ROTTER LLP**

By: ________________________________________

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